

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF KANSAS AT KANSAS CITY**

**In re:** )  
 )  
**JOHN Q. HAMMONS FALL 2006, LLC, et al.,** ) **Case No. 16-21142-11**  
 )  
**Debtors.** ) **(Jointly Administered)**  
 )

**DEBTORS' MOTION (No. 9) TO APPROVE (A) SALE OF  
CERTAIN REAL PROPERTY FREE AND CLEAR OF ALL LIENS,  
INTERESTS, CLAIMS AND ENCUMBRANCES, AND (B) RELATED RELIEF  
PURSUANT TO 11 U.S.C. §§102, 105 AND 363**

COMES NOW the Debtors, and submit this motion (No. 9) (the "Motion") for an order (the "Order"), pursuant to 11 U.S.C. §§ 102, 105, and 363, and Fed. R. Bankr. P. 2002, 6004, and 9014 to approve (a) a sale of certain real property free and clear of all liens, interests, claims and encumbrances, and (b) related relief. In support of this Motion, the Debtors represent as follows:

**BACKGROUND**

1. On June 26, 2016 (the "Commencement Date"), the Debtors commenced chapter 11 bankruptcy cases by filing their bankruptcy petitions in this Court.
2. Since the Commencement Date, the Debtors have continued in possession of their property and control of their operations pursuant to §§ 1107 and 1108 of the Bankruptcy Code.
3. The Court has jurisdiction of this motion pursuant to 28 U.S.C. § 1334(a) and (b). This is a core proceeding pursuant to 28 U.S.C. § 157(b) in that this motion seeks sale of property of the estate and affects the administration of these bankruptcy cases. Venue is proper in this Court. 28 U.S.C. §§ 1408 and 1409(a).
4. The Debtors in these chapter 11 cases consist of the Revocable Trust of John Q. Hammons, Dated December 28, 1989 as Amended and Restated (the "Trust") and 75 of its directly or indirectly wholly owned subsidiaries and affiliates.

## **SALE ASSET**

5. One of the assets owned by the Trust is approximately 7 acres of vacant land in the Highland Springs development located in Springfield, Missouri and more fully described on Exhibit A hereto (the "Real Estate").

## **POTENTIAL ASSERTED INTERESTS IN THE REAL ESTATE**

6. Great Southern Bank claims a lien on the Real Estate by virtue of its Deed of Trust dated August 21, 1995, recorded August 22, 1995 in the Green County, Missouri Recorder of Deeds Office as Document Number 028071-95 in Book 2397 at Page 73 (as modified from time to time, the "Deed of Trust").

7. By order entered December 13, 2016 (ECF Doc. 694) the Court granted the Debtors' motion to reject a "Sponsor Entity Right of First Refusal Agreement, Dated September 16, 2005 and Agreement and Amendment, Dated December 10, 2008" executed by and among JD Holdings, LLC ("JDH") and Debtors (the "ROFR"). JDH has stated in response to prior motions to sell residential lots at the Highland Springs residential development located in Springfield, Missouri that the ROFR is not an interest in such lots, including but not limited to, the Real Estate.

8. Other than the Deed of Trust and any real estate taxes currently owing to Greene County, Missouri, there are no liens or other encumbrances on the Real Estate. Real estate taxes have historically ranged from \$1500.00-\$1600.00 per year.

## **THE PROPOSED SALE**

9. The Trust previously engaged Murney Associates (the "Broker") to solicit offers for the Real Estate. Based on its knowledge of the market and the area, the Broker recommended that the Trust list the Real Estate for sale at a list price of \$1,500,000.00.

10. On January 6, 2018, the Trust received an offer to purchase the Real Estate from J.A.

Hagale (the "Purchaser") for list price. After negotiating with the Purchaser, the Trust and the Purchaser entered into a Commercial & Industrial Real Estate Contract, a true and correct copy of which is attached as Exhibit B hereto (the "Purchase Agreement").

11. Under the terms of the Purchase Agreement, the Purchaser agreed to pay \$1,500,000.00 in cash for the Real Estate ("Purchase Price"). The Purchase Agreement provides that the sale is conditioned upon Court approval is set to close by February 28, 2018.

12. Based on the Broker's opinion of the Real Estate's value and the offer received, the Debtors believe that the Purchase Price is equal to the fair market value of the Real Estate and represents the highest and best offer for the Real Estate.

### **BASIS FOR RELIEF**

#### **I. Sale of Property under § 363 of the Bankruptcy Code**

13. Section 363(b)(1) of the Bankruptcy Code provides: "The Trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b). Section 105(a) of the Bankruptcy Code provides in relevant part: "The Court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a).

14. A sale of assets of a debtor should be authorized pursuant to Section 363 of the Bankruptcy Code if a sound business purpose exists for doing so, the proposed sale price is reasonable, and the proposed buyer is proceeding in good faith. *See, e.g., In re WK Lang Holdings, LLC*, Case No. 13-11934, 2013 WL 6579172, at \*6 (Bankr. D. Kan. Dec. 12, 2013); *Fulton State Bank v. Schipper (In re Schipper)*, 933 F.2d 513, 515 (7th Cir. 1991); *Committee of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1993). The business judgment rule shields a debtor's management from judicial second-guessing.

("[T]he Code favors the continued operation of a business by a debtor and a presumption of reasonableness attaches to a debtor's management decisions.") *In re Farmland Indus., Inc.*, 294 B.R. 903, 913 (Bankr. W.D. Mo. 2003) (quoting *In re Johns-Manville Corp.*, 60 B.R. 612, 615-16 (Bankr. S.D.N.Y. 1986)). Once the Debtors articulate a valid business justification, "[t]he business judgment rule 'is a presumption that, in making a business decision, the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was in the best interests of the company.'" *In re Integrated Resources, Inc.*, 147 B.R. 650, 656 (S.D.N.Y. 1992) (quoting *Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985)).

15. As explained above, the Trust has determined that the proposed sale of the Real Estate to the Purchaser is the best way to maximize the value of the Real Estate for these bankruptcy cases. Maximization of asset value is a sound business purpose, warranting authorization of the sale. In addition, the sale price is reasonable in that it is equal to the fair market value of the Real Estate and, as set forth herein, the Purchaser is acting in good faith and is entitled to the protections of § 363(m) of the Bankruptcy Code.

## **II. Treatment of Potential Tax Lien**

16. One possible lien against the Real Estate is to secure current real estate taxes owed. As set forth above, those taxes are significantly less than the sale price. Moreover, the taxes will be paid at closing, thus extinguishing any such lien. Therefore, as to any tax lien, § 363(f) of the Bankruptcy Code is not implicated because the sale will not be free and clear of any such tax lien, but rather will result in the payment thereof at closing.

## **III. Treatment of Great Southern Bank Lien**

17. The Deed of Trust grants Great Southern Bank a lien on the Real Estate. Pursuant to an agreement with Great Southern Bank, its lien will be satisfied by payment to Great Southern Bank from the sale of the Real Estate of the greater of 80% of the sale proceeds, less standard

closing costs or \$50,000.00. Because Great Southern Bank has consented to this transaction, the sale free and clear of Great Southern Bank's lien is permitted under § 363(f)(2) of the Bankruptcy Code.

**IV. The ROFR**

18. On May 22, 2017, the Court held a hearing (the "May 22 Hearing") on the Debtors' Motion (No. 2) to Approve (A) Sale of Certain Real Property Free and Clear of All Liens, Interests, Claims and Encumbrances, and (B) Related Relief Pursuant to 11 U.S.C. §§ 102, 105 and 363 [ECF No. 1020] (the "Sale No. 2 Motion"), which sought authority to sell another lot in the Highland Springs subdivision. At the May 22 Hearing, counsel for JDH stated on the record that JDH did not consider that lot subject to the ROFR. Counsel for the Debtors then asked JDH for a list of all properties which JDH claims are subject to the ROFR and counsel for JDH responded that he would need to check with his client before providing the Debtors with such a list. As of the date of this Motion, JDH has not provided the list to the Debtors. The Debtors anticipate that JDH will not include this Highland Springs land on its list and, as with prior motions to sell Highland Springs real estate, will not claim that the Real Estate is subject to the ROFR. However, out of an abundance of caution, the Debtors request that the Court approve the sale free and clear of the ROFR.

**V. Good Faith Purchaser Under § 363(m) of the Bankruptcy Code**

19. The Bankruptcy Code provides:

The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. § 363(m). While the Bankruptcy Code does not define "good faith," the Seventh Circuit has held that:

The requirement that a purchaser act in good faith . . . speaks to the integrity of his conduct in the course of the sale proceedings. Typically, the misconduct that would destroy a purchaser's good faith status at a judicial sale involves fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.

*In re Andy Frain Services, Inc.*, 798 F.2d 1113, 1125 (7th Cir. 1986) (emphasis omitted) (quoting *In re Rock Industries Machinery Corp.*, 572 F.2d 1195, 1198 (7th Cir. 1978) (interpreting Bankruptcy Rule 805, the precursor of § 363(m)).

20. The Purchaser is a third party buyer unrelated to the Trust or any of the Debtors and the terms of the Purchase Agreement are fair and reasonable.

21. The Trust submits that the Purchase Agreement is an arm-length transaction entitled to the protections of § 363(m) of the Bankruptcy Code. *See In re Trism*, 328 F.3d 1003, 1006 (8th Cir. 2003).

#### **VI. Waiver of Fourteen-Day Stay Under Bankruptcy Rule 6004**

22. Finally, pursuant to Bankruptcy Rule 6004(h), cause exists for the fourteen-day stay set forth in Bankruptcy Rule 6004 to be waived. The Purchase Agreement expressly states that time is of the essence in completing the sale transaction and that the sale must close by February 28, 2018. In addition, no party will be prejudiced by elimination of the stay because the Motion sufficiently protects the interests of all parties-in-interest. Under the terms of the sale, Great Southern Bank will receive the greater of 80% of the sale proceeds, less standard closing costs or \$50,000.00 to satisfy its lien on the Real Estate and the remaining net proceeds will be held by the Debtors in a segregated account pending further order of the Court. Therefore, the Debtors request that in the order approving the sale, that the Court waive the 14-day waiting requirement of Rule 6004 so that, in reliance on the order approving this Motion, the Debtors and the

Purchaser can immediately close the sale transaction.

**VII. CONCLUSION**

23. Based on the forgoing, the Trust submits that the sale of the Real Estate is in the best interests of the Trust's bankruptcy estate and should be approved. In conjunction therewith, the Trust requests the Court approve the sale of the Real Estate to the Purchaser under the terms of the Purchase Agreement free and clear of all claims and interests to include the Deed of Trust and the ROFR, and find that the Purchaser is a good faith purchaser and entitled to the protections of § 363(m) of the Bankruptcy Code. Approval of these requests is in the best interests of their creditors and other interested parties and will maintain, preserve and maximize the value of the Real Estate for the benefit of all creditors in this case.

WHEREFORE, for the reasons set forth herein, the Trust requests that the Court grant this Motion consistent with the averments set forth herein, and grant such other and further relief as the Court deems just and proper.

Respectfully submitted,

STINSON LEONARD STREET LLP

By:  /s/ Nicholas Zluticky  
Mark Shaiken KS # 11011  
Mark Carder KS # 11529  
Nicholas Zluticky KS # 23935  
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[nicholas.zluticky@stinson.com](mailto:nicholas.zluticky@stinson.com)

COUNSEL FOR THE DEBTORS

**EXHIBIT A – REAL ESTATE DESCRIPTION**

ALL OF TRACT B, FINAL PLAT OF KINGSWOOD ADDITION TO HIGHLAND SPRINGS,  
A SUBDIVISION IN GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED  
PLAT THEREOF.



REVIEWED: \_\_\_\_\_ DATE: \_\_\_\_\_

Today's Date 01/07/2018

**INCLUDED WITH THIS COVER SHEET:**

- TILA-RESPA Disclosure
- Contract
- Seller's Disclosure Statement
- Lead-Based Paint Disclosure
- Employment of Broker by Buyer
- Appointment of Designated Agent
- Property Inspectors Form
- Recommendations Form
- Home Warranty

**CONTINGENCY CONTRACT**

- Active no Notice
- Active with Contingency
- Active Short Sale

Contract Date 01/06/2018

Commission 6 %  
LA 3 % SA 3 %

|                             |
|-----------------------------|
| <b>FOR OFFICE USE ONLY:</b> |
| DPN# _____                  |
| Pages: _____                |

Listing Price \$ 1,500,000.00  
Sales Price \$ 1,500,000.00

Closing Date 02/28/2018  
MLS# \_\_\_\_\_ autho

EARNEST MONEY \$ 20,000.00 Check  Cash \_\_\_\_\_ Note \_\_\_\_\_

Date Deposited \_\_\_\_\_

Deposit with: Gat Primrose

PROPERTY ADDRESS 7 AC ml Highland Spgs Springfield Mo COUNTY greene

LEGAL to follow ZIP CODE \_\_\_\_\_

TYPE OF PROPERTY:  LAND  DUPLEX  APARTMENTS  COMMERCIAL  LOT  HOUSE  CONDO

SELLER John Q Hammons Revocable Trust HOME PHONE \_\_\_\_\_

SELLER'S ADDRESS \_\_\_\_\_ WORK PHONE \_\_\_\_\_

SELLER'S EMAIL \_\_\_\_\_ CELL PHONE \_\_\_\_\_

EXISTING LOAN \_\_\_\_\_ LOAN NUMBER \_\_\_\_\_

CLOSE BY MAIL W/SELLER?  YES  NO

BUYER J.A. Hagale HOME PHONE \_\_\_\_\_

BUYER'S ADDRESS \_\_\_\_\_ WORK PHONE \_\_\_\_\_

BUYER'S EMAIL \_\_\_\_\_ CELL PHONE \_\_\_\_\_

CLOSE BY MAIL W/BUYER?  YES  NO LENDER EMAIL \_\_\_\_\_

NEW LENDER \_\_\_\_\_ LOAN OFFICER \_\_\_\_\_

TYPE OF LOAN:  FHA  VA  CONVENTIONAL  BOND MONEY  OWNER FINANCE  CASH  USDA

CLOSING COMPANY GAT LOCATION: connie

TERMITE INSPECTION \_\_\_\_\_ ORDERED BY \_\_\_\_\_ DATE \_\_\_\_\_

WELL/SEPTIC INSPECTION \_\_\_\_\_ ORDERED BY \_\_\_\_\_ DATE \_\_\_\_\_

HOME WARRANTY:  YES  NO CO.NAME \_\_\_\_\_ CALLED IN BY \_\_\_\_\_ DATE \_\_\_\_\_

PAYMENT BY:  BUYER  SELLER AMOUNT \$ \_\_\_\_\_

LISTING BROKER Murney Associates - Primrose SELLING BROKER Murney Associates, Realtors

LISTING AGENT Sherrie Loveland SELLING AGENT Max Lathrom

LISTING AGENT LIC# 1999109034 SELLING AGENT LIC# \_\_\_\_\_

REFERRAL:  YES  NO  LIST SIDE  SELL SIDE AMOUNT \$-% \_\_\_\_\_ TO \_\_\_\_\_

CLOSING SET: \_\_\_\_\_ A.M.  P.M.  @ \_\_\_\_\_

NOTES:



# COMMERCIAL & INDUSTRIAL REAL ESTATE CONTRACT



01 1. PARTIES: This contract (the "Contract") is made by  
 02  
 03 J.A. Hagale (hereinafter, "Buyer"),  
 04  
 05 and John Q Hammons Revocable Trust /Jacqueline A Dowdy & Gregory D Groves, Trustees (hereinafter,  
 06 "Seller"), and is effective as of the date and time of SELLER's acceptance on the signature page hereof (the "Effective Date").  
 07

08 2. PROPERTY: Subject to the terms and conditions contained herein, SELLER agrees to sell to BUYER, and BUYER agrees to  
 09 purchase from SELLER, the following described real estate, together with any buildings and improvements thereon, and all personal  
 10 property used in the operation of the buildings and improvements, including all mechanical systems, fixtures (excluding trade fixtures)  
 11 and equipment, heating, ventilating and air-conditioning equipment, electrical systems and lighting, plumbing equipment and fixtures,  
 12 floor coverings, storm windows and doors, screens and awnings, keys, and specifically including the following:  
 13

14 (Sellers are: Jacqueline A Dowdy & Gregory D Groves, successor Trustees of the John Q Hammons Revocable Trust  
 15 dated 12-28-89 as amended and restated)  
 16 \_\_\_\_\_  
 17

18 all of which is commonly known and numbered as

19 7 AC m/l Highland Springs Springfield 65809 in Greene  
 20 \_\_\_\_\_  
 21 County, State of Missouri, and is legally described as follows:  
 22

23 Vacant tract @ corner Kingswood Street and main entrance 22-28-21  
 24 \_\_\_\_\_  
 25

26 (collectively, the "Property").  
 27

28 3. EXCEPTIONS: The Property shall be subject, however, to the Permitted Exceptions (as defined in Paragraph 7, hereof), zoning  
 29 ordinances and laws, covenants, conditions, and restrictions of record, if any, and any existing leases or tenancies.  
 30

31 4. PURCHASE PRICE: The purchase price is  
 32 ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS Dollars (\$ 1,500,000.00),  
 33 which BUYER agrees to pay as follows: (Check applicable provisions):  
 34

35  EARNEST MONEY: TWENTY THOUSAND DOLLARS AND ZERO CENTS Dollars (\$ 20,000.00) in  
 36 good funds at the signing of this Contract as Earnest Money, as partial consideration, which is to be deposited  in the insured  
 37 trust or escrow account of Great American Title  
 38 (hereinafter, "Escrow Agent")  in the insured trust or escrow account of one of the BROKER(S) named below, within ten (10)  
 39 banking days of SELLER and BUYER's execution of this Contract, or as soon thereafter as is practicable.  
 40

41  Interest on the Earnest Money, if any, shall be payable to (\_\_\_) BUYER (\_\_\_) SELLER (\_\_\_) BROKER(S) listed  
 42 below, or  
 43

44  The parties hereto acknowledge that there shall be no interest payable on the earnest money.  
 45  
 46

47  SELLER FINANCING: SELLER agrees to finance \$ \_\_\_\_\_ of the purchase price, to be evidenced by a  
 48 negotiable purchase money promissory note in a form approved by SELLER, to be amortized in equal monthly installments over  
 49 a period of \_\_\_\_\_ years, bearing interest at the rate of \_\_\_\_\_ percent per annum, and secured by a \_\_\_\_\_ Deed of Trust, in the form  
 50 approved by SELLER and covering the Property described above.

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PARTIES ACKNOWLEDGE RECEIPT OF THIS PAGE BY INITIALING  
 Buyer's Initials: JAH Buyer's Initials: \_\_\_\_\_ Seller's Initials: JAH Seller's Initials: \_\_\_\_\_





COMMERCIAL & INDUSTRIAL REAL ESTATE CONTRACT



51 PROPERTY ADDRESS: 7 AC m/l Highland Springs Springfield 65809

52

53 [ ] FINANCING CONTINGENCY: This Contract is conditioned upon BUYER's ability to obtain a loan(s) in an amount and upon
54 terms and conditions reasonably satisfactory to BUYER, which shall exercise reasonable diligence in seeking to obtain such
55 loan(s), and in the event the Buyer is unable to obtain a commitment for such loan(s) within \_\_\_ days from the Effective Date
56 hereof, then this Contract shall be null and void and the earnest money deposit shall be returned to the BUYER (unless other-
57 wise disputed).

58

59 [X] REMAINDER: The balance of ONE MILLION FOUR HUNDRED EIGHTY THOUSAND DOLLARS AND ZERO CENTS Dollars \$ 1,480,000.00 shall
60 be paid in good funds at Closing (as defined in Paragraph 5, hereof), adjusted at Closing for prorations, closing costs, and
61 other agreed expenses.

62

63 5. CLOSING DATE: The closing of this Contract (the "Closing") shall occur on the 28 day of FEBRUARY, 2018,
64 unless otherwise shortened or extended by mutual agreement of the parties hereto, and possession of the Property shall be deliv-
65 ered to BUYER on such date.

66

67 6. PRORATIONS: The rents, income, security deposits, and expenses from and of the Property, costs associated with the closing
68 by Escrow Agent, shall be prorated between SELLER and BUYER as of Closing. All general real estate taxes levied and assessed
69 against the Property, and all installments of special assessments, becoming due and accruing during the calendar year of Closing
70 shall be prorated between BUYER and SELLER on the basis of such calendar year, as of Closing. If the amount of any tax or special
71 assessment cannot be ascertained at Closing, proration shall be computed on the amount for the preceding year's tax or special
72 assessment. BUYER shall pay all such taxes and installments of special assessments accruing after the Closing.

73

74 7. TITLE INSURANCE; REVIEW: SELLER shall provide and pay for a commitment to issue an ALTA owners's policy of title insur-
75 ance (the "Commitment"); issued through a reputable title company mutually selected by the parties hereto, insuring marketable fee
76 simple title to the Property in BUYER in the amount of the purchase price as of the time and date of recordation of SELLER's deed,
77 subject only to the Permitted Exceptions defined below. BUYER shall pay the premiums of such title insurance policy.

78

79 SELLER shall, as soon as possible and not later than twenty (20) days after the Effective Date hereof, cause the Commitment to be
80 furnished and delivered to BUYER. BUYER shall have ten (10) days after receipt of the Commitment (the "Review Period"), in which
81 to examine the Commitment and to notify SELLER in writing of any reasonable objections BUYER has to any matters shown or
82 referred to in the Commitment. Any matters which are set forth in the Commitment and to which BUYER does not object within the
83 Review Period shall be deemed to be Permitted Exceptions to the status of SELLER's title (the "Permitted Exceptions"). As to items
84 which BUYER objects within the Review Period, SELLER shall have until Closing to cure the objections, at SELLER's expense. If
85 SELLER does not or is unable to cure the objections by Closing, this Contract shall automatically terminate unless BUYER waives
86 the objections on or before Closing in writing.

87

88 8. INSPECTIONS: SELLER hereby grants BUYER, and its agents, reasonable access to the Property for the purpose of
89 inspecting the Property for (i) \_\_\_ days after the Effective Date of this Contract (the "General Inspection Period") for performing
90 foundation and mechanical inspections and such other similar inspections as BUYER may reasonably request; and, (ii) \_\_\_ days
91 after the Effective Date of this Contract (the "Environmental Inspection Period") for the purpose of performing soil tests, environ-
92 mental tests or audits. BUYER agrees to repair any damage to the Property arising from these inspections, and to indemnify and
93 hold SELLER harmless from and against all claims, costs, demands and expenses, including, without limitation, reasonable
94 attorney's fees, court costs, and other legal expenses, resulting from these inspections. BUYER's obligations imposed by this
95 Paragraph shall survive the Closing and delivery of the deed therewith. If BUYER reasonably determines that the physical or envi-
96 ronmental condition of the Property is unacceptable, BUYER shall provide written notice to SELLER on or before the end of the
97 General Inspection Period or Environmental Inspection Period, as the case may be, that this Contract is terminated. Seller shall give
98 Buyer and/or Buyer's representatives reasonable access to the Property to make the inspections. Buyer shall be responsible for all
99 damage caused to persons or the Property resulting from such

100

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PARTIES ACKNOWLEDGE RECEIPT OF THIS PAGE BY INITIALING

Buyer's Initials: [Signature] Seller's Initials: [Signature]





COMMERCIAL & INDUSTRIAL REAL ESTATE CONTRACT



101 PROPERTY ADDRESS: 7 AC m/l Highland Springs Springfield 65809

102
103 inspections. If Any repairs or corrections are undertaken by or for the Seller, Buyer acknowledges that restoration of cosmetic appear-
104 ance following such repairs may not be possible. Seller and Seller's agent shall have no liability to Buyer for the conduct of third
105 parties providing inspection or testing services to Buyer. Any suggestion regarding use of, or arrangement for inspectors or inspec-
106 tions shall not constitute a recommendation as to the skill, competence or qualification of any inspector(s).

107
108 BUYER ACKNOWLEDGES AND AGREES THAT THE RIGHT OF INSPECTION IN THIS PARAGRAPH SHALL NOT IN ANY
109 WAY RELIEVE BUYER FROM THE DUTY TO SATISFY ANY CONTINGENCIES CONTAINED IN THIS CONTRACT WITHIN
110 THE APPLICABLE TIME PERIODS, INCLUDING, BUT NOT LIMITED TO, SATISFACTION OF A FINANCING CONTINGENCY,
111 IF ANY.

112
113 9. SELLER'S DISCLOSURE STATEMENT: Buyer confirms that before signing this offer to purchase, Buyer [X] has [ ] has not
114 signed and received a copy of a Seller's Disclosure Statement. The Buyer acknowledges a Seller's Disclosure is not a substitute for
115 any inspection that Buyer may wish to obtain, and Buyer is advised to address any concerns Buyer may have about information in
116 a Disclosure Statement by use of contingencies to this Contract, and by having the Property inspected by qualified professionals,
117 Buyer acknowledges and agrees that the Property is being sold in its existing condition, and that neither the Seller nor any person
118 acting on behalf of the Seller have made any representations or warranties, written or oral, respecting the condition of the Property,
119 upon which Buyer is relying in purchasing the Property, other than as contained in this Contract.

120
121 10. NO REPRESENTATIONS: BUYER acknowledges that neither SELLER nor any party on SELLER's behalf, including the
122 BROKER(S) named below, has made, nor do they hereby make, any representations as to the past, present or future condition,
123 income, expenses, operation or any other matter or thing affecting or relating to the Property, except as expressly set forth in this
124 Contract, including, but not limited to, flood zone, earthquake zone, and environmental matters. Each party hereto acknowledges
125 and agrees that BROKER(S) has submitted only that information pertaining to the Property and/or the transaction which has previ-
126 ously been provided by BROKER(S)'s principal named below.

127
128 11. REAL ESTATE BROKER: SELLER and BUYER agree that Murney Associates, Realtors

129
130 Murney Associates, Realtors, BROKER(S), is (are) the only real estate BROKER(S) negotiating
131 this sale, and BROKER(S) shall receive a sales commission from [ ] BUYER [X] SELLER [ ] BUYER AND SELLER pursuant to
132 the agreement between them. Any party to this Contract who claims any broker's, finder's, or other fee contrary to this Paragraph,
133 shall indemnify, defend, and hold the other party harmless from any loss, liability, damage, cost, or expense, including, without limi-
134 tation, reasonable attorneys' fees, court costs, and other legal expenses paid or incurred by the other party, which are related to such
135 claim. The provisions of this Paragraph shall survive the Closing and the delivery of the deed therewith. Each party hereto acknowl-
136 edges and understands that it has been previously orally informed and understands that:

137 a. LISTING BROKER(s) is (are) representing only the [ ] BUYER [X] SELLER (if SELLER, BUYER understands that infor-
138 mation provided by BUYER to BROKER(s) has and will be disclosed to SELLER); [X] Also a Designated Agent;

139
140 SELLING BROKER(s) is (are) representing only the [X] BUYER [ ] SELLER (if SELLER, BUYER understands that infor-
141 mation provided by BUYER to BROKER(s) has and will be disclosed to SELLER); [X] Also a Designated Agent;

142
143 b. [ ] Listing Broker(s) [ ] Selling Broker(s) [ ] Both Brokers
144 is (are) a Dual Agent(s) representing both Seller and Buyer; both parties consent to such Dual Agency and to information
145 disclosures required by law. [ ] Also a Designated Agent

146
147 c. [ ] Listing Broker(s) [ ] Selling Broker(s) [ ] Both Brokers is a (are) transaction broker(s) providing assistance without
148 representation of the parties, and both parties consent to such transaction brokerage and to information disclosures required
149 by law. [ ] Also a Designated Transaction Broker

150

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PARTIES ACKNOWLEDGE RECEIPT OF THIS PAGE BY INITIALING

Buyer's Initials: [Signature] Buyer's Initials: \_\_\_\_\_ Seller's Initials: [Signature] Seller's Initials: \_\_\_\_\_







COMMERCIAL & INDUSTRIAL REAL ESTATE CONTRACT



151 PROPERTY ADDRESS: 7 AC m/l Highland Springs Springfield 65809

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- d. BROKER(s) is (are) a licensed real estate broker in the state of Missouri.
- e. LISTING BROKER(s)  has (have)  does (do) not have an interest in the property as a partial and/or whole owner in SELLER and/or BUYER.
- SELLING BROKER(s)  has (have)  does (do) not have an interest in the property as a partial and/or whole owner in SELLER and/or BUYER.
- f. They have received a fully executed copy of this Contract.

163 12. DELIVERY OF DEED: PAYMENT DISBURSEMENT: At Closing, SELLER agrees to properly execute and deliver a General  
164 Warranty Deed, a Bill of Sale for any items of personal property, and all other documents and funds reasonably necessary to complete  
165 the Closing, together with certificates pertaining to foreign persons, parties in possession, and mechanic's liens. The General  
166 Warranty Deed shall convey to BUYER marketable fee simple title to the Property, free and clear of all liens and encumbrances, other  
167 than the Permitted Exceptions. At or before the Closing, SELLER and BUYER each agree to deliver into escrow good funds suffi-  
168 cient to satisfy their respective obligations under this Contract. SELLER understands that, unless otherwise agreed, disbursement  
169 of proceeds will not be made until after the General Warranty Deed, and, if applicable, the deed of trust, have been recorded and the  
170 title company can issue the title policy subject to only the Permitted Exceptions.

171  
172 13. INSURANCE; MAINTENANCE; CASUALTY; CONDEMNATION: SELLER agrees to maintain SELLER's current fire and  
173 extended coverage insurance, if any, on the Property until Closing. SELLER shall do ordinary and necessary maintenance, upkeep  
174 and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a  
175 condemnation proceeding has been filed against the Property or any part thereof, or if all or any part of the Property is destroyed or  
176 materially damaged by fire, flood, or other casualty, SELLER shall promptly provide written notice to BUYER of any such event. Upon  
177 SELLER's notice of such occurrence, BUYER may reinspect the Property and may, by written notice to SELLER within ten (10) days  
178 after receiving SELLER's notice, terminate this Contract. If this Contract is not so terminated, SELLER shall, at Closing, assign and  
179 transfer to BUYER all of SELLER's right, title, and interest in and to any awards that may be made for any taking and any insurance  
180 proceeds payable on account of casualty, as the case may be. The provisions of this Paragraph shall survive Closing and delivery  
181 of the deed therewith.

182  
183 14. RETURN OF EARNEST MONEY UPON TERMINATION: If this Contract is terminated by either party pursuant to a right  
184 expressly given herein, BUYER shall be entitled to an immediate return of the earnest money deposit (unless otherwise disputed),  
185 and neither party shall have any further rights or obligations under this Contract, except as otherwise stated herein.

186  
187 15. DEFAULT AND REMEDIES: If either party hereto fails to comply with any covenant, agreement, or obligation required by this  
188 Contract, the other party shall be entitled to receive ten percent (10%) of the sales price from the defaulting party as liquidated  
189 damages, it being understood and agreed by the parties hereto that actual damages in such event would be difficult, if not impos-  
190 sible, to ascertain, and the non-defaulting party may pursue all available equitable remedies including, but not limited to, specific  
191 performance. If the SELLER defaults, the entire commission agreed upon between SELLER and BROKER(S) shall be immediately  
192 payable to BROKER(S) by SELLER. If the BUYER defaults, one-half (1/2) of the foregoing liquidated damages shall be payable to  
193 BROKER(S) by SELLER upon SELLER's receipt of the same, subject to a maximum of the entire commission payable to  
194 BROKER(S).

195  
196 16. ATTORNEYS' FEES: If, as a result of default under this Contract, either BUYER, SELLER, or BROKER(S) employs an attorney  
197 to enforce its rights, the defaulting party shall reimburse the non-defaulting party for any expenses in connection with such enforce-  
198 ment, including, but not limited to, all reasonable attorneys' fees, court costs, and related expenses.

199  
200 17. DISPOSITION OF EARNEST MONEY, PROCEEDS, AND DOCUMENTS: In the absence of written escrow instructions, and

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COMMERCIAL & INDUSTRIAL REAL ESTATE CONTRACT



201 PROPERTY ADDRESS: 7 AC m/l Highland Springs Springfield 65809

202
203 not withstanding any other term of this Contract, the Escrow Agent shall not distribute the earnest money or other escrowed funds
204 or documents, once deposited, without the written consent of all parties to this Contract, except as otherwise provided by law. If a
205 dispute arises over the disposition of funds or documents deposited with the Escrow Agent that results in litigation, any attorneys'
206 fees, court costs, and other related expenses incurred by the Escrow Agent in connection with such dispute shall be reimbursed to
207 Escrow Agent by SELLER and BUYER equally.

208
209 18. LEAD-BASED PAINT DISCLOSURE:

210 [Check A or B]
211 [X]A. Seller Represents and warrants that this Contract is exempt from the disclosure obligations under 42 U.S.C. 4852d
212 because (1) the property is not residential real property, (2) the property was constructed in 1978 or later, or (3) other
213
214 (describe) \_\_\_\_\_

215
216 [ ]B. This Contract is not exempt from the disclosure obligations under 42 U.S.C. 4852d. Disclosure Of Lead-Based Paint is
217 attached hereto and incorporated herein.
218

219 19. INTEGRATION: This Contract (including handwritten changes hereon), and any attachments or addenda hereto, constitute the
220 complete agreement of the parties, supersede all other agreements, and may be modified only by written amendment signed by
221 them.

222
223 20. NOTICES: Any notice or other communication needed hereunder shall be in writing and shall be served by hand delivery,
224 prepaid United States certified mail, return receipt requested, by facsimile transmission, or reputable overnight delivery service guar-
225 anteeing next-day delivery and providing a receipt. All notices shall be addressed to the parties at the respective addresses set forth
226 below.

227
228 21. BINDING EFFECT; ASSIGNMENT: This Contract shall be binding upon and shall inure to the benefit of the parties hereto, and
229 their respective representatives, successors, and assigns; provided, however, neither party hereto may assign its rights and respon-
230 sibilities hereunder without the prior written consent of the other, which shall not be unreasonably withheld.

231
232 22. CHOICE OF LAW: This Contract shall be governed by and construed in accordance with the laws of the state of Missouri.

233
234 23. SEVERABILITY: If any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal, or unen-
235 forceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall
236 be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

237
238 24. DEADLINE FOR SELLER'S ACCEPTANCE: BUYER's offer to purchase the Property from SELLER shall expire if SELLER
239 has not accepted this Contract by signing the same on or before the earlier of (i)BUYER delivering written notice to SELLER that
240 BUYER's offer to enter into this Contract is withdrawn, or (ii) the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_:\_\_\_\_ m

241
242 25. TIME IS OF THE ESSENCE: Time is of the essence with respect to the parties' obligations and responsibilities under this
243 Contract.

244
245 26. BROKERS: The parties confirm that they have received the Missouri Broker Disclosure Form; and, the Brokers' Services rela-
246 tionships were orally disclosed upon first contact, (and for parties not working with a Broker no later than their first showing), imme-
247 diately upon the occurrence of any change to the relationships, and prior to presentation of an offer.

248
249 27. ADDITIONAL TERMS: \_\_\_\_\_

250

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COMMERCIAL & INDUSTRIAL REAL ESTATE CONTRACT



251 PROPERTY ADDRESS: 7 AC m/l Highland Springs Springfield 65809
252 Deed Restriction permitting (up to but no more than) 4 houses total to be built on the above tract.
253 Monthly dues to be \$350.00 (Three Hundred Fifty Dollars) and increased on a prorated basis in accordance
254 with the Highland Springs By-Laws.
255 This contract is subject to the approval by the US Bankruptcy Court for the District of Kansas.
256 Seller agrees to provide full legal description prior to closing
257 Closing to be at Great American Title/ Primrose location

258 IN WITNESS WHEREOF, BUYER and SELLER execute this Contract on the date(s) and time(s) indicated below by their respective signatures.

263 BUYER
264 J.A. Hagale
265 (Print or type Buyer name)
266 [Signature]
267 (Signing person's signature)
270 By:
271 (Print or type person's name)
272 Title:

263 SELLER
264 John Q Hammons Revocable Trust /Jacqueline A Dowdy & Gregory D Groves, Trustees
265 (Print or type Seller name)
266 [Signature]
267 (Signing person's signature) Jacqueline A. Dowdy, Trustee
268 [Signature] Gregory D Groves, Trustee
269 (Print or type person's name)
270 Title:

276 Date: JAN 16 18 Time: 1:10 p.m.

276 Date: JAN 16 2018 Time: 4:00 pm

278 Address:
282 Murney Associates, Realtors
283 Listing Broker
284 Murney Associates, Realtors
285 Selling Broker
286 Murney Associates, Realtors
287 Buyer's Broker

278 Address:
282 By: [Signature] 1/16/18
283 Authorized Salesperson Sherrie Loveland Date
284 By: [Signature] 1/16/18
285 Authorized Salesperson Max Lathrom Date
286 By:
287 Authorized Salesperson Date

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# SELLER'S DISCLOSURE STATEMENT

MLS# \_\_\_\_\_

01 1. Seller(s): John Q Hammons Revocable Trust  
 02  
 03 Listing Co.: Murney Associates - Primrose  
 04  
 05 Property Address: 7 Ac Highland Springs Springfield Mo 65809  
 06

07 **NOTICE TO BUYER(S):** This is a disclosure of Seller's knowledge of certain facts relating to the above Property, and is not a  
 08 substitute for any inspections or warranties that Buyer might wish to obtain. It is not a warranty of any kind by Seller, nor by the  
 09 listing and selling broker(s)/salesperson(s).  
 10

### MANDATORY DISCLOSURES:

11 **NOTICE TO SELLER:** The following information is required by federal or state law, as indicated, to be disclosed to a poten-  
 12 tial buyer, if applicable to your Property.  
 13

- 14
- 15 1. **METHAMPHETAMINE OR RELATED COMPONENTS:** Are you aware if the Property either: (i) is or was used as a site for  
 16 methamphetamine production; or, (ii) was the place of residence of a person convicted of any of the following crimes, or  
 17 was the storage site or laboratory for any of the substances for which a person was convicted of any of the following  
 18 crimes: (1) Creation of a controlled substance in violation of section 195.420, RSMo; (2) Possession of ephedrine with  
 19 intent to manufacture methamphetamine in violation of section 195.246, RSMo; (3) Unlawful use of drug paraphernalia with  
 20 the intent to manufacture methamphetamine in violation of subsection 2 of section 195.233, RSMo; (4) Endangering the  
 21 welfare of a child by any of the means described in subdivision (4) or (5) of subsection 1 of section 568.045, RSMo; or (5)  
 22 Any other crime related to methamphetamine, its salts, optical isomers and salts of its optical isomers either in chapter 195,  
 23 RSMo, or in any other provision of law? (Note: RSMo 441.236 & 442.606 require this disclosure in writing)  Yes  No  
 24 If "yes," explain:  
 25
  - 26 2. **LEAD-BASED PAINT.** Does the Property include one or more residential dwellings built prior to 1978?  Yes  No (If  
 27 "yes," a completed Lead-Based Paint Disclosure form must be signed by Seller, the real estate licensees and given to any  
 28 potential buyer in a timely manner, unless exempt.)  
 29
  - 30 3. **WASTE DISPOSAL SITE OR DEMOLITION LANDFILL.** Are you aware of a solid waste disposal site or demolition landfill  
 31 on the Property (whether permitted or unpermitted)?  Yes  No If "Yes," RSMo 260.213 (1990) requires you to  
 32 disclose the location of the site:  
 33  
 34  
 35 (If "Yes," a buyer should be aware that they may be held liable to the State for any remedial action at the site)  
 36

### VOLUNTARY DISCLOSURES

37  
 38 *Current statutes in Missouri do not require the Seller to make disclosure of information other than the above circumstances relating  
 39 to the property. Nevertheless, under Missouri case law, a seller of real estate who has knowledge of facts about the property that  
 40 materially and adversely affect its value has a duty to disclose those defects to a buyer who cannot discover the defects in exercise  
 41 of due care or reasonable diligence. The Greater Springfield Board of REALTORS® encourages the use of the remainder of  
 42 this Seller's Disclosure Statement to assist the Seller in meeting its disclosure obligations. Furthermore, your broker may  
 43 have an office policy requiring this portion of the form to be completed in all of that brokerage's listings.*  
 44

- 45 4. **ACQUISITION/OCCUPANCY.**  
 46 (a) Approximate Year Built: \_\_\_\_\_ (b) Date Acquired: \_\_\_\_\_  
 47 (c) Occupancy. Does Seller currently occupy this property? Yes  No  If not, how long has it been since Seller  
 48 occupied or inspected the property? \_\_\_\_\_  
 49  
 50

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SELLER'S DISCLOSURE STATEMENT

MLS# \_\_\_\_\_

81 PROPERTY ADDRESS: 1 Ac Highland Springs Springfield Mo 65809

82 5. LAND (SOILS, DRAINAGE AND BOUNDARIES).

- 83 (a) Has any part of the property been filled other than in ordinary construction? Yes  No
- 84 (b) Is the property located in a flood zone, established flood plain or wetlands area? Yes  No  Unknown
- 85 (c) Do you know of any past or present drainage or flood problems affecting the property or immediately adjacent properties?  
86 Yes  No
- 87 (d) Do you know of any encroachments, boundary line disputes, or easements (other than standard utility and road right of  
88 way easements that are of record) affecting the property? Yes  No
- 89 (e) Fences: Does the property have a fence? Yes  No
- 90 If "yes" is the fence owned by you? Yes  No  Partial  Unknown  If not "Yes", explain: \_\_\_\_\_

91 If any of your answers to (a) through (d) are "Yes," please explain:

92 \_\_\_\_\_

93 IF THIS IS A LAND ONLY LISTING PROCEED TO ITEM #14.

94 6. ROOF. (Defined as outer layer of roof)

- 95 (a) Age: \_\_\_\_\_ years.
- 96 (b) Has the roof ever leaked during your ownership? Yes  No
- 97 (c) Has the roof ever been replaced or repaired during your ownership? Yes  No
- 98 (d) Do you know of any problems with the roof or rain gutters? Yes  No
- 99 If any of your answers in this section are "Yes," explain in detail:

100 \_\_\_\_\_

101 7. TERMITES, DRYROT, PESTS.

- 102 (a) Do you have any knowledge of termites; wood destroying insects, dryrot, or pests on or affecting the property? Yes  No
- 103 (b) Do you have any knowledge of any previous treatment or damage to the property relating to termites, dryrot, or pests?  
104 Yes  No
- 105 (c) Is your property currently under warranty or other coverage by a licensed pest control company? Yes  No
- 106 If any of your answers in this section are "Yes," explain in detail:

107 \_\_\_\_\_

108 8. STRUCTURAL ITEMS.

- 109 (a) Are you aware of any past or present cracks or flaws in the walls or foundations? Yes  No
- 110 (b) Are you aware of any past or present water leakage or seepage in the house? Yes  No
- 111 (c) Are you aware of any past or present defects in the chimney, fireplace, or anything related thereto, regardless of its cause?  
112 Yes  No
- 113 (d) Are you aware of any fire damage or other casualty to the property? Yes  No
- 114 (e) Have there been any repairs or other attempts to control any problem described above? Yes  No
- 115 (f) Have you received any insurance payments for damage to the property which were not spent for repairs? Yes  No
- 116 If any of your answers in this section are "Yes," explain in detail. When describing repairs or control efforts, describe the loca-  
117 tion, extent, date, and name of the person who did the repair or control effort:

118 \_\_\_\_\_

119 \_\_\_\_\_

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SELLER'S DISCLOSURE STATEMENT

MLS# \_\_\_\_\_

101 PROPERTY ADDRESS: 7 Ac Highland Springs Springfield Mo 65809

102 9. BASEMENTS AND CRAWL SPACES (COMPLETE ONLY IF APPLICABLE).

104 (a) Does the property have a sump pump? Yes  No

105 (b) Has there ever been any water leakage, seepage, accumulation, or dampness within the basement or crawlspace?  
106 Yes  No

107 If "Yes," describe in detail:  
108 \_\_\_\_\_  
109 \_\_\_\_\_

110 (c) Have there been any repairs or other attempts to control any water or dampness problem in the basement or crawlspace?  
111 Yes  No

112 If "Yes," describe the location, extent, date, and name of the person who did the repair or control effort:  
113 \_\_\_\_\_  
114 \_\_\_\_\_  
115 \_\_\_\_\_

116 10. ADDITIONS/REMODELS.

117 (a) Is this either new construction, or have you made any additions, structural changes, or other alterations to the property?  
118 Yes  No

119 If "Yes" did you obtain all necessary permits and approvals and was all work in compliance with building codes? Yes  No

121 If your answer is "No," explain:  
122 \_\_\_\_\_  
123 \_\_\_\_\_  
124 \_\_\_\_\_

125 11. HEATING AND AIR CONDITIONING.

126 (a) Air Conditioning: \_\_\_\_\_ Central Electric \_\_\_\_\_ Central Gas \_\_\_\_\_ Window \_\_\_\_\_ (#) Units

127 (b) Heating: \_\_\_\_\_ Electric \_\_\_\_\_ Propane \_\_\_\_\_ Natural Gas \_\_\_\_\_ Other: \_\_\_\_\_

128 (c) Water Heating: \_\_\_\_\_ Electric \_\_\_\_\_ Gas \_\_\_\_\_ Solar

129 Are you aware of any problems regarding these items? Yes  No  If "Yes," explain in detail:  
130 \_\_\_\_\_  
131 \_\_\_\_\_  
132 \_\_\_\_\_

133 12. ELECTRICAL SYSTEM. Are you aware of any problems with the electrical system? Yes  No  If "Yes," explain in

134 detail: \_\_\_\_\_  
135 \_\_\_\_\_  
136 \_\_\_\_\_

137 13. OTHER EQUIPMENT AND ITEMS. Indicate the NUMBER of items being sold with property.

138 \_\_\_\_\_ Electric Garage Door Opener \_\_\_\_\_ Transmitters \_\_\_\_\_ Water Softener \_\_\_\_\_ Smoke Detectors

139 \_\_\_\_\_ Security Alarm System \_\_\_\_\_ Disposal \_\_\_\_\_ Lawn Sprinklers \_\_\_\_\_ Automatic Timers

140 \_\_\_\_\_ Spa/Hot Tub \_\_\_\_\_ Refrigerator \_\_\_\_\_ Dishwasher \_\_\_\_\_ Ceiling Fans

141 \_\_\_\_\_ Fireplace Doors and Covering \_\_\_\_\_ Stove \_\_\_\_\_ Microwave Oven \_\_\_\_\_ FP Insert

142 \_\_\_\_\_ TV Antennas \_\_\_\_\_ Washer \_\_\_\_\_ Dryer \_\_\_\_\_ Propane Tank

143 \_\_\_\_\_ Wood Stove \_\_\_\_\_ Swimming Pool \_\_\_\_\_ Pool Heater

144 \_\_\_\_\_ Pool/Spa Equipment (list) \_\_\_\_\_  
145 \_\_\_\_\_

146 Other (describe): \_\_\_\_\_  
147 \_\_\_\_\_

148 If any of the above are not in working order, or are not owned by Seller, explain:  
149 \_\_\_\_\_  
150 \_\_\_\_\_

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SELLER'S DISCLOSURE STATEMENT

MLS# \_\_\_\_\_

151 PROPERTY ADDRESS: Ac Highland Springs Springfield Mo 65809

153 Reserve Items:  
154 \_\_\_\_\_  
155 \_\_\_\_\_  
156 \_\_\_\_\_

157 14. PLUMBING-RELATED ITEMS.

158 (a) What is your drinking water source?  Public  Private System  Well on Property  Shared Well  None

159 (b) If non-public, date last tested: \_\_\_\_\_

160 Results: \_\_\_\_\_

161 (c) What is the type of sewage system?  Public Sewer  Private Sewer  Septic Tank  Lagoon

162  Public sewer available but not connected  None  Other \_\_\_\_\_

163 Explanation \_\_\_\_\_

164 (d) Is there a sewage lift pump? Yes  No

165 (e) When was the septic system last serviced? \_\_\_\_\_

166 (f) Do you know of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage-related items?  
167 Yes  No

168 If your answer is "Yes," explain in detail: \_\_\_\_\_

171 15. NEIGHBORHOOD. Are you aware of any annexation, school redistricting, threat of condemnation, zoning changes, or street changes?

172 Yes  No  If "Yes," explain in detail:  
173 \_\_\_\_\_  
174 \_\_\_\_\_  
175 \_\_\_\_\_

179 16. ENVIRONMENTAL HAZARDS.

180 (a) Are you aware of any underground tanks, toxic or hazardous substances, or dump sites present on the property (structure or soil) such as asbestos, PCBs, accumulated radon, lead paint, or others? Yes  No  If "Yes," explain in detail:  
181 \_\_\_\_\_  
182 \_\_\_\_\_  
183 \_\_\_\_\_

184 (b) Has the property been tested for radon or other toxic or hazardous substances? Yes  No  If "Yes," please explain in detail:  
185 \_\_\_\_\_  
186 \_\_\_\_\_

187 (c) Are you aware if the property has ever had toxigenic mold/fungi such as Stachybotrysatra, or any mold or fungi on any building materials, flooring, or furnishings (not including small amounts of common mold in showers and tubs)?  
188 Yes  No  Unknown  If "Yes," please explain in detail:  
189 \_\_\_\_\_  
190 \_\_\_\_\_

191 (d) Has there ever been interior water flooding or accumulation which has not been removed and remedied within 24 hours of its occurrence? Yes  No  Unknown  If "Yes," please explain in detail:  
192 \_\_\_\_\_  
193 \_\_\_\_\_  
194 \_\_\_\_\_

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SELLER'S DISCLOSURE STATEMENT

MLS# \_\_\_\_\_

201 PROPERTY ADDRESS: 7 Ac Highland Springs Springfield Mo 65809

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17. HOMEOWNER'S ASSOCIATIONS AND CONDOMINIUMS.

- (a) Is the property subject to covenants, conditions, and restrictions (CC & R's)? Yes  No  Unknown
- (b) Is the property part of a condominium, other common ownership or homeowner's association? Yes  No  Unknown   
(If your answer to (b) is "No," or "Unknown," you may ignore the remainder of this section).
- (c) Is there any condition or claim which may result in an increase in assessments or fees? Yes  No  Unknown  If  
your answer to (c) is "yes," explain in detail: \_\_\_\_\_
- (d) Are all association dues, fees, charges and assessments related to property current? Yes  No  Unknown  If  
your answer to (d) is "No," explain in detail: \_\_\_\_\_

214  
215  
216  
217  
218  
219

18. OTHER MATTERS.

- (a) Do you know of any existing legal action which would prevent Seller from conveying the property? Yes  No
- (b) Do you know of any violations of local, state, or federal laws or regulations relating to this property? Yes  No
- (c) Do you know of any loans, liens or other restrictions that could affect your ability to sell? Yes  No
- (d) Do you know of proceedings which might result in a special tax bill or assessment on the property? Yes  No

If any of your answers in this section are "Yes," explain in detail: \_\_\_\_\_  
(use extra sheets if necessary)

220  
221  
222

(e) Other disclosures: \_\_\_\_\_

223  
224  
225

DUE TO SELLER'S LIMITED KNOWLEDGE OF THE PROPERTY, SELLER MAKES NO DISCLOSURES.

226  
227  
228  
229  
230  
231  
232

The undersigned Seller represents that the information set forth in the foregoing disclosure statement is accurate and complete. Seller does not intend this disclosure statement to be a warranty or guaranty of any kind. Seller hereby authorizes the Broker to provide this information to prospective buyers of the property and to real estate brokers and sales people. Seller understands and agrees that Seller will notify the Broker in writing immediately if any information set forth in this disclosure statement becomes inaccurate, incorrect, or incomplete in any way through the passage of time. Seller warrants that Seller has full authority to sell the property, and nothing could prevent/restrict Seller's ability to sell.

233  
234  
235

Seller: *Jaqueline Dondy* 1-3-18 Date Seller: *[Signature]* 1-3-18 Date

236  
237

RECEIPT AND ACKNOWLEDGMENT OF BUYER

238  
239  
240  
241  
242

I/WE HAVE CAREFULLY INSPECTED THE PROPERTY. I/WE HAVE BEEN ADVISED TO HAVE THE PROPERTY EXAMINED BY PROFESSIONAL INSPECTORS, AND THAT THIS DISCLOSURE STATEMENT IS NOT A SUBSTITUTE FOR SUCH INSPECTIONS. I/WE ACKNOWLEDGE THAT NO BROKER OR AGENT INVOLVED IN THIS TRANSACTION IS AN EXPERT AT DETECTING OR REPAIRING PHYSICAL DEFECTS IN THE PROPERTY.

243  
244  
245  
246

I/WE UNDERSTAND THAT UNLESS STATED OTHERWISE IN MY CONTRACT WITH SELLER, THE PROPERTY IS BEING SOLD IN ITS PRESENT CONDITION ONLY, WITHOUT WARRANTIES OR GUARANTEE OF ANY KIND BY SELLER OR ANY BROKER OR AGENT. I/WE STATE THAT NO REPRESENTATIONS CONCERNING THE CONDITION OF THE PROPERTY ARE BEING RELIED UPON BY ME EXCEPT AS STATED WITHIN THE SALE CONTRACT.

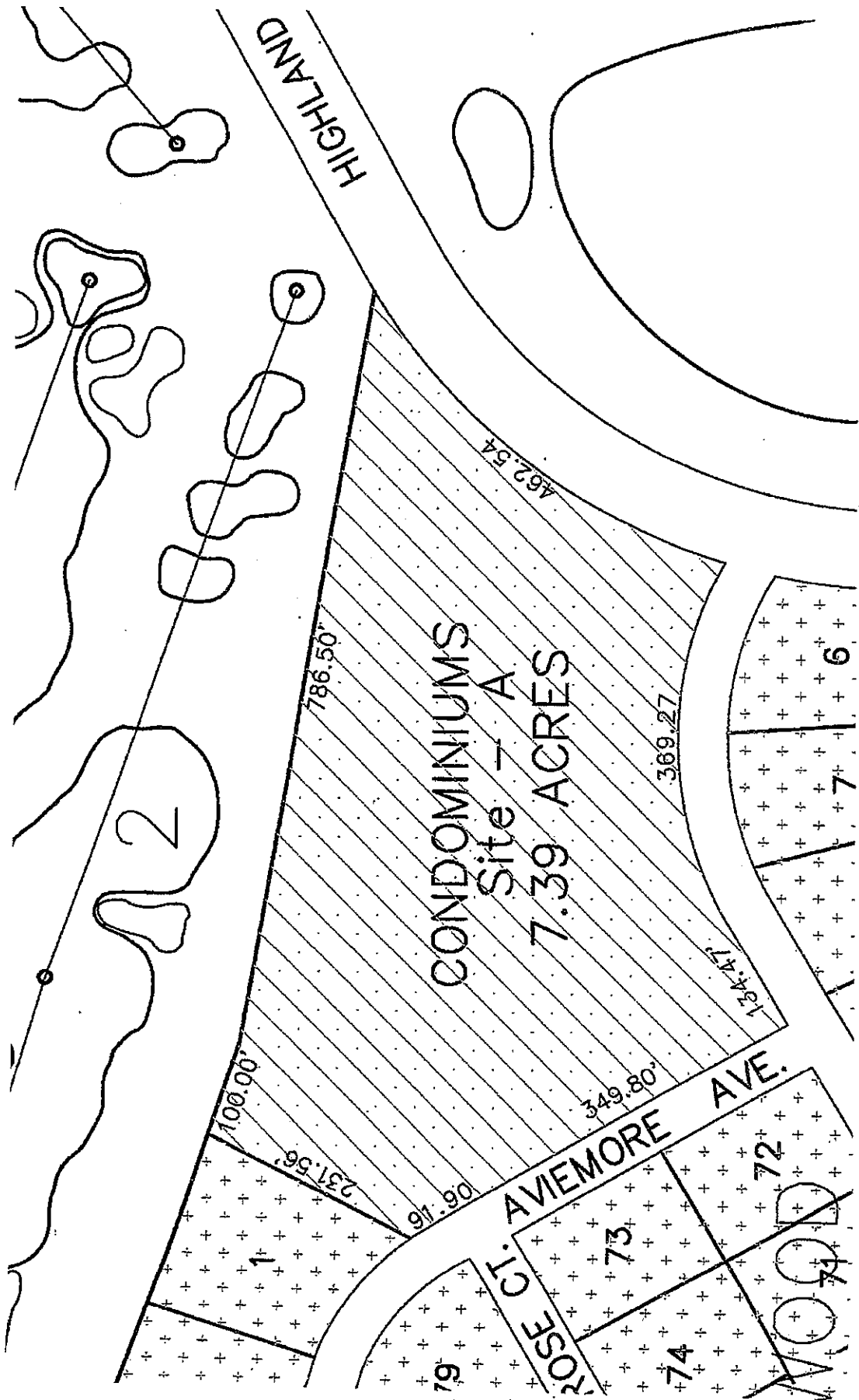
247  
248  
249

Buyer: *J. L. Progle* 1/6/18 Date Buyer: \_\_\_\_\_ Date

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PARTIES ACKNOWLEDGE RECEIPT OF THIS PAGE BY INITIALING.  
Seller's Initials: *JPD* Seller's Initials: \_\_\_\_\_ Buyer's Initials: *JLP* Buyer's Initials: \_\_\_\_\_









# AUTHORIZATION TO SHOW PROPERTY



01 INSTRUCTIONS: This form is to be used when the property is not listed and the Owner is not willing to list the property or  
 02 place it on the market generally, but would consider an offer to buy or lease. The Salesperson MUST NEVER show resi-  
 03 dential property to a prospective Buyer/Tenant without written authorization from the Owner; to do so is in violation of the  
 04 Rules and Regulations of the Missouri Real Estate Commission. AFTER the authorization is signed, the Broker may advise  
 05 the Owner of the names of the prospects. Prospects shown the property should be registered in writing with the Owner.  
 06 While not required, a Prospect Registration Form is available for that purpose. A SELLER'S DISCLOSURE STATEMENT  
 07 FORM MUST BE COMPLETED FOR THE BUYER'S REVIEW.

08  
 09 The undersigned Owner, being all the owners of the property located at:

10  
 11 John Q Hammons Revocable Trust Jacqueline A Dowdy/Greggory D Groves, Trustees and described as

12  
 13 7 AC m/l, vacant land corner Kingswood & main entrance Highland Springs Springfield Mo 65809 (the "Property") hereby  
 14 authorizes the Broker named below, the agents licensed under said Broker, subagents authorized by Broker, and cooperating  
 15 brokers acting pursuant to any broker services relationship allowed under Missouri law, to show the Property to prospects for the  
 16 purchase or lease thereof for a period of 160 days (not to exceed 60 days) and after which time this authorization will terminate.  
 17 This authorization does not permit media advertising or the placing of signs on the Property. This Authorization shall terminate if the  
 18 Seller lists the property on an exclusive right to sell or exclusive agency listing agreement with another real estate broker. Owner  
 19 shall notify Broker within 24 hours of Owner listing the Property with another broker on such a basis. **This Agreement may be**  
 20 **cancelled by either party with 30 days' written notice to the other party.** Broker is authorized to provide sales data to the Greater  
 21 Springfield Board of REALTORS®, Inc.

22  
 23 1. PRICE: \$ 1,500,000.00

24  
 25 2. FEE: Owner agrees that if Owner sells or leases the property while this authorization is in effect, or within 30 days after  
 26 the expiration of this authorization, to a prospect introduced to the Property by Broker, or its subagents, or other cooperating brokers,  
 27 Owner will pay to Broker

28  Base Fee \$ \_\_\_\_\_ plus  
 29  6.00 % of the  sale price  option price  total lease payments  
 30  and shall include extensions, renewals, additions, and substitutions, less previous payments to be paid in cash on closing,  
 31 unless otherwise provided herein.

32 Broker's compensation is payable even if this Agreement terminates prior to closing. Broker may share compensation with cooper-  
 33 ating brokers as follows:

34  
 35 3% co-broke

36  
 37 3. MOTIVATING FACTORS: Owner (check one) (DOES ) (DOES NOT ) consent to Broker disclosing the following motivat-  
 38 ing factors for Owner in selling the Property: \_\_\_\_\_

39  
 40 N/A

41  
 42  
 43  
 44 4. DISCLOSURE OF PENDING OFFERS: Owner (check one) (DOES ) (DOES NOT ) direct Broker to disclose the exist-  
 45 ence of pending offers on the Property, with the understanding that as a REALTOR®, if Broker/Salesperson is directed to so disclose,  
 46 they must also disclose whether the offer was obtained by the showing licensee, by another licensee in the showing firm, or by a  
 47 cooperating broker.

48  
 49 5. SCOPE OF AUTHORIZATION: This authorization is neither an exclusive right to sell nor an exclusive agency, and the Owner

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PARTIES ACKNOWLEDGE RECEIPT OF THIS PAGE BY INITIALING  
 Owner's Initials: JDH Owner's Initials: JA Authorized Salesperson's Initials: JDH





# AUTHORIZATION TO SHOW PROPERTY



51 PROPERTY ADDRESS: John Q Hammons Revocable Trust Jacqueline A Dowdy/Greggory D Groves, Trustees

52

53 is free to deal with other Brokers or persons who have not been introduced to the Property by the Broker named below. Owner author-  
54 izes Broker and its staff to photograph and/or video the Property and the exterior and interior of any improvements on the Property.  
55 Broker may utilize the photographs and/or videos in Broker's marketing of the Property.

56

57 **6. LIMITED AGENT - DUTIES:** Under this Agreement, Broker is Owner's limited agent with the following duties and obligations:  
58 to perform the terms of the written Agreement made with the Owner; to exercise reasonable skill and care for the Owner; and, to  
59 promote the interests of the Owner with the utmost good faith, loyalty, and fidelity, including:

60

61 (a). Seeking a price and terms which are acceptable to the Owner, except that the Broker shall not be obligated to seek addi-  
62 tional offers to purchase the property while the property is subject to a contract for sale or to seek additional offers to lease  
63 the property while the property is subject to a lease or a letter of intent to lease;

64

65 (b). Presenting all written offers to and from the Owner in a timely manner regardless of whether the property is subject to a  
66 contract for sale or lease or a letter of intent to lease;

67

68 (c). Disclosing to the Owner all adverse material facts actually known or that should have been known by the Broker; and,  
69 (d). Advising the Owner to obtain expert advice as to material matters about which the Broker knows that the specifics of which  
70 are beyond the expertise of the Broker.

71

72 Broker also has a duty and obligation to account in a timely manner for all money and property received; to comply with all the require-  
73 ments of Section 339.710-339.860, RSMo., Sub-section 339.100.2, RSMo. and any rules and regulations promulgated pursuant to  
74 those sections; and to comply with any applicable Federal, State and local laws, rules, regulations, and ordinances, including Fair  
75 Housing and Civil Rights Statutes and Regulations.

76

77 **7. CONFIDENTIALITY/DISCLOSURE:** Broker shall not disclose any confidential information about the Owner unless disclosure  
78 is required by statute, rule or regulation, or failure to disclose the information would constitute a misrepresentation, or unless disclo-  
79 sure is necessary to defend the affiliated Broker against an action of wrongful conduct and administrative or judicial proceeding before  
80 a professional committee. No cause of action shall arise against Broker as a seller or landlord's agent for making any required or  
81 permitted disclosure.

82

83 As Owner's agent Broker owes no duty or obligation to a Buyer, except that a Broker shall disclose all adverse material facts  
84 actually known or that should have been known by the Broker. The adverse material facts may include facts pertaining to:

85

- 86 (a). Environmental hazards affecting the property;
- 87 (b). The physical condition of the property which adversely affects the value of the property;
- 88 (c). Material defects in the property;
- 89 (d). Material defects in the title to the property;
- 90 (e). Material limitation on the Owner's ability to perform under the terms of the contract.

91

92 **8. INFORMATION SOURCES/VERIFICATION:** As Owner's agent, Broker owes no duty to conduct an independent inspection or  
93 discovery of any adverse material facts for the benefit of any party and owes no duty to independently verify the accuracy or complete-  
94 ness of any statement made by Owner or any independent inspector.

95

96 **9. OTHER PROPERTIES:** Broker may show alternative properties not owned by the Owner to prospective Buyers and may list  
97 competing properties for sale or lease without breaching any duty or obligation to the Owner.

98

99 **10. DUAL AGENCY:** Circumstances may arise under State Law and Real Estate Commission Regulations when Broker  
100 (Salesperson) may be considered to be a Dual Agent, representing both Owner and a Buyer. Dual agency is most likely to occur  
when a Buyer represented by Buyer's Broker (Salesperson) wants to purchase a property listed by that Broker (Salesperson). Owner  
acknowledges that Broker may appoint salespersons affiliated with Broker as designated agents to the exclusion of all other affiliated  
salespersons. Broker (Salesperson) shall not be considered a Dual Agent solely because Broker has appointed one or more affil-  
ated salespersons to represent Owner and one or more affiliated salespersons who represent the Buyer. Broker (Salesperson) will  
be a Dual Agent only if Broker (Salesperson) personally represents both Owner and the Buyer in the same transaction.

101

(a). As a Dual Agent, Broker (Salesperson) would be a limited agent for both Buyer and Owner or Landlord and Tenant and

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**PARTIES ACKNOWLEDGE RECEIPT OF THIS PAGE BY INITIALING**

Owner's Initials: [Signature] Owner's Initials: [Signature] Authorized Salesperson's Initials: [Signature]





# AUTHORIZATION TO SHOW PROPERTY



101 PROPERTY ADDRESS: John Q Hammons Revocable Trust Jacqueline A Dowdy/Greggory D Groves, Trustees

- 102 would have the duties and obligations required by Section 339.740, RSMo., unless otherwise provided herein.
- 103 (b). Except as provided below, as a Dual Agent, Broker (Salesperson) may disclose any information to one Client that the Broker
- 104 (Salesperson) gains from the other Client, unless it is confidential information as defined in Section 339.710 RSMo.
- 105 (c). Without written consent signed by the Client, Broker (Salesperson) shall not disclose information indicating:
- 106 i. That a Buyer or Tenant is willing to pay more than the purchase price or lease rate offered for the property,
- 107 ii. That a Seller or a Landlord is willing to accept less than the asking price or lease rate for the property,
- 108 iii. What the motivating factors are for any Client buying, selling, or leasing the property.
- 109 iv. That a Client will agree to financing terms other than those offered; and,
- 110 v. The terms of any prior offers or counter offer made by any party.
- 111 (d). As a Dual Agent, Broker (Salesperson) shall not disclose to one Client any confidential information about the other Client
- 112 unless the disclosure is required by statute, rule or regulation, or failure to disclose the information would constitute a misrep-
- 113 resentation, or unless disclosure is necessary to defend the Broker (Salesperson) against an action of wrongful conduct in
- 114 an administrative or judicial proceeding or before a professional committee. No cause of action for any person shall arise
- 115 against such Dual Agent from making any required or permitted disclosure. The dual agency relationship does not termi-
- 116 nate by the making of any such required or permitted disclosure.
- 117 (e). There shall be no imputation of knowledge or information between the Client and the Dual Agent or among persons within
- 118 the brokerage firm engaged in this transaction.

119  OWNER HAS READ AND UNDERSTANDS THE CONDITIONS OF A DISCLOSED DUAL AGENCY, AND  DOES

120  DOES NOT) CONSENT TO BROKER (SALESPERSON) REPRESENTING BOTH BUYER AND OWNER

121 RELATING TO THE PROPERTY.

122

123 **11. TRANSACTION BROKERAGE:** Circumstances may arise under State Law and Real Estate Commission Regulations when

124 Broker (Salesperson) may be considered to be a Transaction Broker, providing neutral assistance to the parties to the real estate

125 transaction without representing either party.

- 126 (a). In this situation the Broker is a transaction broker providing real estate service without an agency or fiduciary relationship to
- 127 one or more parties to the transaction, with the following duties and obligations: to perform the terms of the written or oral
- 128 Agreement made with any party to the transaction; to exercise reasonable skill, care, and diligence, including but not limited to:
- 129
- 130 i. Presenting all written offers and counter offers in a timely manner regardless of whether the property is subject to a
- 131 contract for sale or lease or letter of intent unless otherwise provided herein;
- 132 ii. Informing the parties regarding the transaction and suggesting that they obtain expert advice as to material matters
- 133 about which the Broker knows that the specifics of which are beyond the expertise of the Broker;
- 134 iii. Disclosing to each party to the transaction any adverse material facts of which Broker has actual notice or knowledge;
- 135 and,

136 Broker also has a duty and obligation to account in a timely manner for all money and property received; to assist the parties

137 in complying with the terms and conditions of any contract; to comply with all requirements of Section 339.710-

138 339.860, RSMo., Sub-section 339.100.2, RSMo. and any rules and regulations promulgated pursuant to those sections; and,

139 to comply with any applicable Federal, State and local laws, rules, regulations, and ordinances, including Fair Housing and

140 Civil Rights Statutes and Regulations. The parties to the transaction shall not be liable for any acts of the Broker.

- 141 (b). Broker has no duty to conduct an independent inspection of, or discover any defects in, the property and owes no duty to
- 142 independently verify the accuracy or completeness of any statement made by any party or any independent inspector.
- 143 Nothing in this paragraph limits the obligation of the buyer to inspect the physical condition of the property.
- 144 (c). Broker may, without breaching any obligation or responsibility, show alternative properties not owned by the Seller/Landlord
- 145 to a prospective Buyer/Tenant; list competing properties for sale or lease; show properties in which the Buyer/Tenant is inter-
- 146 ested to other prospective buyers/tenants; and, serve as a single agent, subagent or designated agent or broker, limited
- 147 agent, or disclosed dual agent for the same or different parties in other real estate transactions.
- 148 (d). Without informed consent of the party or parties disclosing the following information to Broker, Broker (Salesperson) shall
- 149 not disclose information indicating:
- 150 i. That a Buyer or Tenant is willing to pay more than the purchase price or lease rate offered for the property,

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**PARTIES ACKNOWLEDGE RECEIPT OF THIS PAGE BY INITIALING**

Owner's Initials: John Q Hammons Owner's Initials: Jacqueline A Dowdy Authorized Salesperson's Initials: Greggory D Groves







**AUTHORIZATION TO SHOW PROPERTY**



151 **PROPERTY ADDRESS:** John Q Hammons Revocable Trust Jacqueline A Dowdy/Greggory D Groves.Trustees

152

- 153 ii. That a Seller or Landlord is willing to accept less than the asking price or lease rate for the property,
- 154 iii. What the motivating factors are for any party buying, selling, or leasing the property,
- 155 iv. That a Seller or Buyer will agree to financing terms other than those offered,
- 156 v. Any confidential information about the other party unless the disclosure is required by law, statute, rules or regulations,
- 157 or failure to disclose the information would constitute a fraud or dishonesty. No cause of action for any person shall
- 158 arise against Broker from making any required or permitted disclosure.
- 159 (e). Each party and the transaction broker, including all persons within the brokerage firm, are considered to possess only actual
- 160 knowledge and information—there is no imputation of knowledge and information.
- 161 (f). Broker shall not be prohibited from acting as a single limited agent, dual agent, or subagent, whether on behalf of a buyer
- 162 or seller, so long as Broker meets the requirements governing disclosure.
- 163 (g). If Broker (Salesperson) represents another party to the same transaction, either solely or through affiliate licensees, and
- 164 refuses transaction broker status and wants to continue an agency relationship with both parties to the transaction, the
- 165 Broker (Salesperson) shall have the right to become a designated agent or dual agent as provided for in the broker statutes.
- 166 (h). Broker (Salesperson) may, without liability, withdraw from representing a client who has not consented to a conversion to
- 167 transaction brokerage. Such withdrawal shall not prejudice the ability of the Broker (Salesperson) to continue to represent
- 168 the other client in the transaction or limit them from representing the client who refused the transaction brokerage represen-
- 169 tation in another transaction not involving transaction brokerage.

170  **OWNER HAS READ AND UNDERSTANDS THE CONDITIONS OF TRANSACTION BROKERAGE, AND (X) DOES**  
171 **( ) DOES NOT) CONSENT TO BROKER (SALESPERSON) ACTING AS TRANSACTION BROKER RELATING TO**  
172 **THE PROPERTY.**

173

174 **12. BROKER DISCLOSURE:** By signing this Agreement Owner confirms receipt of the Broker Disclosure form prescribed by the  
175 Missouri Real Estate Commission on or before the signing of this Agreement or upon Broker taking any personal or financial infor-  
176 mation, whichever occurred first.

177

178 **13. NO OTHER BROKER:** Owner represents to Broker that Owner currently has no written exclusive representation or services  
179 Agreement with another Broker; or, acknowledges that this Agreement was not solicited directly or indirectly by Broker and was the  
180 result of discussions initiated by Owner and this Agreement has an effective date after the current Agreement expires under its terms.

181

182 **14. DEFAULT:** Owner agrees that if the sale contract (lease) is not closed for the fault of Owner, the brokerage fee outlined above  
183 shall be immediately due to Broker from Owner. If the sale contract (lease) is not closed for the fault of Buyer, any net damages  
184 received by Owner shall be shared equally with Broker, or if specific performance is obtained, the agreed fee to Broker shall be paid  
185 at closing. In the event Broker retains an attorney to enforce this Agreement, Broker shall be entitled to reasonable attorney fees.

186

187 **15. SPECIAL AGREEMENTS:** \_\_\_\_\_  
188 \_\_\_\_\_  
189 \_\_\_\_\_  
190 \_\_\_\_\_  
191 \_\_\_\_\_

192 By signature, Owner acknowledges receipt of a copy of this document. **THIS IS A LEGALLY BINDING CONTRACT; IF NOT**  
193 **UNDERSTOOD, CONSULT A REAL ESTATE ATTORNEY.** Any change to this Agreement must contain the initials of all the parties.

194 Effective Date 1/3/18 2018, at 5:00 p. m.

195 Jacqueline A Dowdy 1/3/18 MURNEY ASSOCIATES, REALTORS

196 Owner [Signature] Date 1-3-18 Broker [Signature] 1/3/18

197 [Signature] Date 1-3-18 by Authorized Salesperson Sherrie Loveland Date 1/3/18

198 Owner's Address \_\_\_\_\_ Owner's Phone \_\_\_\_\_

199 \_\_\_\_\_

200 \_\_\_\_\_

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**PARTIES ACKNOWLEDGE RECEIPT OF THIS PAGE BY INITIALING**  
Owner's Initials: [Signature] Owner's Initials: [Signature] Authorized Salesperson's Initials: [Signature]





# BROKER'S APPOINTMENT OF DESIGNATED AGENT OR TRANSACTION BROKER



R-250 Rev. 9/06

01 Pursuant to an agreement with the Client(s), Broker hereby appoints the following salesperson(s) affiliated with Broker as  
02  Designated Agent(s) to act as limited agent for Client (or)  
03  Designated Transaction Broker(s),  
04 to the exclusion of all other affiliated salesperson(s):

05  
06 Sherrie Loveland  
07 \_\_\_\_\_  
08 \_\_\_\_\_  
09 \_\_\_\_\_  
10 \_\_\_\_\_

11  
12 Property address: 7 AC m/l Highland Springs Springfield MO 65809  
13 (required for Seller):

14 The undersigned Client(s) acknowledge(s) that Broker shall not be considered a Dual Agent or a Transaction Broker solely  
15 because Broker has appointed the above-listed affiliated salesperson(s) to act as limited agent or Transaction Broker for Client(s)  
16 and Broker or one or more affiliated salesperson(s) act as limited agent or Transaction Broker for another party in a transaction  
17 involving Client(s). However, Broker will be a Dual Agent if: (1) Broker is not a Transaction Broker and personally represents both  
18 Client(s) and another party in the same transaction; or, (2) if Broker is not a Transaction Broker and supervises the salespersons on  
19 both sides of a transaction and learns confidential information about either party or is consulted by one of the salespersons; or, (3) if  
20 Broker is not a Transaction Broker and supervises a salesperson for one side of the transaction and personally represents the other  
21 party.

22 Client(s) hereby consent(s) to the appointment of the above-listed affiliated salesperson(s) serving in the capacity of  
23 Designated Agent(s), or Designated Transaction Broker(s) and consent(s) to Broker's appointment of additional and/or substitute  
24 Designated Agent(s) or Designated Transaction Broker(s) upon written notice to Client(s), at Broker's discretion.

25  
26 Jacqueline A Dowdy 1/3/18  
27 Client Jacqueline A Dowdy, Trustee Date  
28 Greggory D Groves 1/3/18  
29 Client Greggory D Groves, Trustee Date

29 Broker: MURNEY ASSOCIATES, REALTORS

30  
31 By: [Signature] 1/3/18  
32 Broker/Office Manager/Supervising Broker Date

33  
34 **NOTICE TO CLIENT(S) OF ADDITIONAL/SUBSTITUTE DESIGNATED AGENT(S)/TRANSACTION BROKER(S)**  
35 Under the authority granted above, Broker hereby notifies Client(s) that the following salesperson(s) is/are Designated for Client(s):

36 \_\_\_\_\_  
37 \_\_\_\_\_  
38 \_\_\_\_\_  
39 \_\_\_\_\_  
40 \_\_\_\_\_  
41 \_\_\_\_\_  
42 \_\_\_\_\_  
43 \_\_\_\_\_

44  
45 (Check one)  as additional Designated Agents  
46  as additional Designated Transaction Broker(s)  
47  as substitute(s) for, and to replace, the originally Designated Agent(s)  
48  as substitute(s) for, and to replace, the originally Designated Transaction Broker(s)  
49 Broker: \_\_\_\_\_  
50

By: \_\_\_\_\_  
Broker/Office Manager/Supervising Broker Date

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