

TURKEY MOUNTAINEERS HOMEOWNERS ASSOCIATION

QUESTIONNAIRE

1. NAME: **Raymond W. Bottger**
 2. ADDRESS: **T.M.E. #1, Shell Knob, Mo. 65747**
 - TELEPHONE NUMBER: **None**
 3. LOT NUMBER: **248**
 4. DATE LOT PURCHASED: **April 28, 1971**
 5. Do you have a home or cabin on your lot? **Yes**
 - a. When did you begin construction? **April, 1972**
 - b. When was construction completed? **April, 1972**
 - c. What date did you hook up to the water system? **April, 1972**
 6. Did you buy your lot from a salesman? **Yes**
 - a. What was the salesman's name? **Burl Turney**
 - b. What date did you first talk to the salesman?
The same day I purchased my lot- April 28, 1971
 7. What price did you pay for your lot or lots? **\$2,155.00**
 8. Do you presently owe any money on the original purchase price of the lot? **No.**
 9. Do you make your primary residence on your lot? **Yes**
 10. Prior to purchasing the lot, were you told any representations about the utilities? **Water to be brought to rear lot line at no cost to buyer.**
 11. Were any representations made to you about the water system?
Purchase price of lot included cost of bringing water to lot line.
 12. List the names of any salesmen, agents, or owners of the Turkey Mountain development who made any representations to you about the water system. **Sales manager stated water wells would be added as needed.**
 13. What were you told would be the charge for water?
\$25.00 per year for ten years.
 14. Were you told that the price of water might change?
After ten years, yes.
 15. Did you have any understanding about the number of years the price of water would remain constant? **ten years.**
 16. Were you shown any reports made to HUD which dealt with the water system or the price of water? **No.**
 17. Since you hooked up to the water system, how much have your water bills been? **\$25.00 per year up to 1977. \$50.00 in 1977.**
 18. Is there any mention of the water rates or system in your purchase contract? **No. Only that water would be brought to lot line at no cost to buyer.**
- What is stated about the rates?

Interviewed
Case No. **WA-78-170**
Reporter **JF**
WF-78-171
WE-78-172

19. Subsequent to signing your contract, were you told by any agent, salesman, or owner anything about the water rates or system? That the rate would be \$25.00 per year for at least ten years.
- a. What were you told? **Yes**
- b. When? **April 28, 1971**
- c. By whom? **Jay Holt and Burl Turney**
20. Attach a copy of the sales contract for your lot to this questionnaire. **attached**
21. Were you ever informed of an increase in your water bill from \$25.00 per year to \$50.00 per year? **Yes**
22. Did you protest the increased rate in any way? **Yes. Committee of Home Owners met with T.M.E. Officials in protest of increase.**
23. How did you make your protest known? **Yes**
24. Are you retired from full time employment? **Yes.**
25. Do you live on a fixed income? **Yes.**
26. Could you devote a small part of your time each year to operating a water system if the system were owned and operated by the homeowners? **Yes, if I am physically able.**
27. What adverse financial consequences would you suffer if your water bills were between \$10.00 and \$20.00 per month?
I do not consider my income adequate to meet such an increase.
28. Is the present water system adequate for your use? **Yes- at present time.**
29. Have you discussed the water system and rates with any of the developers?
Refer to question #23
- a. With whom?
- b. When?
- c. What was the substance of the discussion?
30. Use the additional space (or add pages if necessary) for any remarks you have in relation to the water system or the water rates.

It has been impossible to get any satisfaction out of T.M.E. officials at any time at all. That just give us the run around on anything we ask about.

Also, when they gave us the breakdown on maintenance costs at our meeting with them by our committee it appears we were charged or at least they have included in said breakdown the costs of new water lines laid in T.M.E. #1 and #2, also in their other development.

It states in my contract that water would be available at lot line, so how can they charge us for water lines which have not yet been laid. The water line coming to my lot ends about one lot past my home so I am sure there are still lines to be put in.

CONTRACT OF PURCHASE

STATE OF MISSOURI }
COUNTY OF BARRY }

THIS AGREEMENT, made and entered into this 28 day of April, 1971, by and between TURKEY MOUNTAIN ESTATES, INC. a corporation, with its office being situated at Shell Knob, Missouri, hereinafter referred to as the SELLER,

and Raymond W. Butler of the county of Barry State of Missouri hereinafter referred to as BUYER.

WITNESSETH: That on the terms and conditions herein contained, the SELLER agrees to sell and convey by warranty deed to the BUYER Lot Number 248, 2nd Sub in Block No. 7th & 1st of TURKEY MOUNTAIN ESTATES, INC., in Barry County, Missouri a plat of said sub-division appearing on record in the Recorder of Deeds' Office in Barry County, Missouri.

Membership is included in
Central Bar County Club 2895
Life Advertising Allowance 500
Per Account 240
per Water pit to property line 740
Buyer has seen
Federal Property Report

The BUYER agrees to purchase said property and pay therefore the sum of 2155 Dollars (\$ 2155),
Check # 42 Dollars (\$ 755)

payable by the BUYER to the SELLER at its office in Shell Knob, Missouri, or its assigns, as follows:
Dollars (\$ 1400)
on execution of this contract, receipt whereof is hereby acknowledged and the balance of
One due 4/28/72 Dollars (\$ 1400)

or more on or before the 28 day of April, 1971, and the same amount or more in monthly payments thereafter consecutively without default until the principal and interest are fully paid with the interest at the rate of 6% per annum, payable annually, together with a late charge in the amount of one dollar for each payment paid more than nine days late.

All payments under this contract shall be made to TURKEY MOUNTAIN ESTATES, INC. When the contract is fully paid, the SELLER shall execute and deliver to the BUYER a warranty deed conveying said property to the BUYER subject to the reservations and restrictions printed on the reverse side which are made a part thereof.

The SELLER agrees to pay all taxes up to and including the year of 1971 on the property covered by this contract. The BUYER shall pay all subsequent taxes against said property promptly as they accrue. If the BUYER fails to do so, the SELLER shall have the right to pay such taxes; and for any amount thus paid, the same will be added to the unpaid principal balance.

The BUYER is entitled to the possession of this lot upon the signing of this contract, but no permanent improvements may be placed on said lot unless improvements are paid or until this contract is paid in full.

No assignment or transfer of this contract by the BUYER shall be binding upon the SELLER unless such assignment is endorsed upon this contract and the name and address of the Assignee is furnished to the SELLER and the Assignee signs a written assumption of this contract and agrees to its terms.

The BUYER consents to and agrees to each and all of the conditions and terms of this contract, including the restrictions and covenants set forth on the reverse side hereof, and it is agreed that this contract is to be performed in Barry County, Missouri.

This contract is not binding upon the SELLER until executed by one of its duly authorized officers or agents.

The BUYER agrees that there have been no oral representations, statements, or agreements relied upon in this contract other than the terms and conditions of this sale as herein set out.

A letter addressed to the BUYER at 322 La 8th St Council Bluffs considered sufficient notice of declaration of forfeiture of this contract by SELLER: 575011
Executed in triplicate on the day and year first above written.

The purchaser has the option to void this contract if he has not received a property report prepared pursuant to the rules and regulations of the U. S. Department of Housing and Urban Development in advance of, or at the time of, his signing the contract, and the purchaser can revoke this contract within 48 hours after signing this contract if he did not receive the property report at least 48 hours before signing this contract. This revocation authority shall not apply in the case of a purchaser who has received the property report and inspected the lot to be purchased in advance of signing this contract, and acknowledges by his signature on this contract that he has made such inspection and that he has read and understood such report.

I have, this day, examined Federal property report. Raymond W. Butler

By: Raymond W. Butler TURKEY MOUNTAIN ESTATES, INC.
BUYER: Raymond W. Butler
By: Raymond W. Butler
SELLER: Raymond W. Butler
WITNESS: Raymond W. Butler
SEAL

CONTRACT OF PURCHASE

TURKEY MOUNTAIN ESTATES, INC.

LOT _____ BLOCK _____

Purchaser _____

Address _____

Missouri _____

FOR VALUE RECEIVED, I hereby transfer and

assign to _____

of _____

all my right, title and _____
and to the foregoing contract.

I hereby accept the above assignment of the foregoing contract and accept all the conditions of said contract, and I also direct that all notices affecting said contract be given by letter addressed to me.

Name _____

Address _____

Assignment approved this _____ day of _____, 19____

By _____

Time is of the essence of this contract; and if default is made in any installment when due the SELLER shall have the right to declare a forfeiture of this contract; and all monies paid hereunder shall be retained by the SELLER as agreed liquidated damages and rent of said property; and it is further agreed that each default in the payment of any subsequent installment shall be a new breach of this contract, and that a failure of the SELLER to exercise its option to declare a forfeiture of this contract at the time of any one default shall not operate to bar its right to exercise its option upon any subsequent default of the BUYER, and all rights of redemption on the part of the BUYER are hereby waived.

Any lot described herein may be used for single family residential purposes, and the dwelling house and all other structures erected on any lot purchased under this contract shall be constructed of material of equal quality as used in FHA and GI construction, and the dwelling house must contain 800 square feet of liveable floor space. No building shall be located nearer to the front of lot line than 25 feet and no building shall be located nearer to any side lot line than 5 feet. All buildings shall be completed as to exterior within one year of the starting date. No noxious or offensive trade activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Mobile home lots in Turkey Mountain Estates East, 2nd Subdivision are as follows: Lots number 169, 170, 171, 172, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302 and 303. These lots may be used for mobile homes with a minimum size of 500 square feet of floor space, or homes with a minimum size of 800 square feet of floor space.

When any improvements are erected on any lot purchased under this contract, the BUYER shall at the same time construct a sanitary septic tank of approved character or provide adequate sewage disposal for the same. Water will be made available to the property line by the developer. All lots shall be kept in a neat and orderly manner free from debris and rubbish, and the SELLER reserves the right to remove any such debris or rubbish, if the BUYER refuses to do so and charge the BUYER therefor.

At no cost to the BUYER, the SELLER reserves the right to build and improve roads such as ditching, cuts, fills, grading, surfacing, bridges, and culverts, or any work it deems necessary in constructing and maintaining said roads around and adjacent to said property covered by this contract. The above property is a part of a private land development. Roads have been dedicated and deeded to the County and maintenance performed thereon will be done by them.

SELLER reserves to itself, its successors, and assigns, the perpetual easement under, over and across the said 2 feet of each residential lot and extending back a distance of 10 feet from the front and rear property line of each said lot for the purpose of erecting, constructing, maintaining and operating electric power and telephone lines together with such guy poles, guy wires and anchors as may be deemed advisable by the persons conducting said utility services. SELLER further reserves the right to cut or trim any tree growth or other growth located on said residential lots which may interfere with or menace the construction or operation of the main utility services in the streets or the individual installations to each residential lot.

The SELLER guarantees that all streets will be paved by the developer with an approved asphalt substance. SELLER further states that there is now in existence on the property of the sub-division electricity furnished by Carroll County Electric Co-Op.

In event BUYER shall sell or offer for sale the property described herein, SELLER reserves the right of first option to repurchase property at and for the same price and terms as offered to others and shall have 7 days time to exercise said option. The BUYER shall have the right at any time prior to issuance of his deed to exchange the property described herein at the price paid or at the market price, at time of exchange, for any other property of a higher value, being offered for sale by SELLER, on such price and terms as are being offered to the public.

**TURKEY MOUNTAINEERS HOMEOWNERS ASSOCIATION
QUESTIONNAIRE**

1. **NAME:** John D. and Ruth A. Charlton
2. **ADDRESS:** P.O. Box 68, Shell Knob, Mo. 65747
- TELEPHONE NUMBER:** (417)-858-6119
3. **LOT NUMBER:** #9 Turkey Mt. West
4. **DATE LOT PURCHASED:** Sept. 1, 1968
5. **Do you have a home or cabin on your lot?** Yes
 - a. When did you begin construction? 12-1-72
 - b. When was construction completed? 10-1-73
 - c. What date did you hook up to the water system? 8-1-73 approx.
6. **Did you buy your lot from a salesman?** Yes
 - a. What was the salesman's name? Joe Mitchell
 - b. What date did you first talk to the salesman? 9-1-68
7. **What price did you pay for your lot or lots?** \$4,195.00 less a voucher in amt. of \$500.00 and a 10% disc. - Balance-\$3,325.00
8. **Do you presently owe any money on the original purchase price of the lot?** No.
9. **Do you make your primary residence on your lot?** Yes
10. **Prior to purchasing the lot, were you told any representations about the utilities?** That electricity and water would be brought to our lot line at no cost to us.
11. **Were any representations made to you about the water system?** That wells were owned by T.M.E. developers and water would be brought to our lot line by them.
12. **List the names of any salesmen, agents, or owners of the Turkey Mountain development who made any representations to you about the water system.** Joe Mitchell and Wm. Randolph
13. **What were you told would be the charge for water?** \$25.00 per year
14. **Were you told that the price of water might change?** No.
15. **Did you have any understanding about the number of years the price of water would remain constant?** No.
16. **Were you shown any reports made to HUD which dealt with the water system or the price of water?** No H U D report was shown to us.
17. **Since you hooked up to the water system, how much have your water bills been?** \$25.00 per year through 1976
\$50.00 in 1977
18. **Is there any mention of the water rates or system in your purchase contract?** Only as above in #10

What is stated about the rates?

CONTRACT OF PURCHASE

STATE OF MISSOURI
COUNTY OF BARRY

THIS AGREEMENT, made and entered into this 1 day of Sept, 1948, by and between TURKEY MOUNTAIN ESTATES, INC., a Missouri corporation, with its office being situated at Shell Knob, Missouri, hereinafter referred to as the SELLER, and John D. and/or Rutha, Co. of the County of Barry State of Mo. Charles hereinafter referred to as BUYER.

WITNESSETH: That on the terms and conditions herein contained, the SELLER agrees to sell and convey to the BUYER Lot Number 9 in Block No. 1 of TURKEY MOUNTAIN ESTATES, INC. in Barry County, Missouri, a part of said subdivision appearing on record in the Recorder of Deeds Office in Barry County, Missouri.

1. Water, paving electric and phone to the lot line at no cost to the buyer. 2. \$150. lifetime membership in The Cedar Creek Country Club at no cost to the buyer. 3. No interest will be charged if paid in full 12 months of date, Lot 9 Turkey Mountain Estates \$4195.00

Less Purchase Price = 500.00
Less 10% discount 419.50

The BUYER agrees to purchase said property and pay thereon the sum of \$100. Check and Note \$150. On Oct. 1, 1948. Dollars 1230.00

payable by the BUYER to the SELLER at its office in Shell Knob, Missouri, or its assigns as follows:

on execution of this contract, money whomever is hereby acknowledged and the balance of 2004.00
in monthly installments of Dollars 170.00

or there on or before the 10 day of Oct. 1948 and the same amount or more in monthly payments thereafter until the principal and interest are fully paid with the balance of the note of \$150 per month payable monthly, together with a late charge of one dollar for each payment not made when due.

All payments under this contract shall be made to TURKEY MOUNTAIN ESTATES, INC. When the amount is fully paid the SELLER shall execute and deliver to the BUYER a warranty deed conveying and conveying to the BUYER subject to the restrictions and conditions contained in the contract this land and tract is hereby sold.

Time is of the essence of this contract; and if default is made in any installment when due, the SELLER shall have the right to declare a forfeiture of this contract; and all monies paid hereunder shall be returned to the SELLER as refund without charge and loss of said property; and it is further agreed that each default in the payment of any installment shall be a forfeiture of the contract, and that a failure of the SELLER to execute an option to purchase a forfeiture of this contract at the time of any one default shall not operate to deprive the SELLER of the right to enforce the contract and to recover the balance of the purchase price of the lot and all rights of reclamation on the part of the BUYER are hereby waived.

The SELLER agrees to pay all taxes up to and including the year of 1948 on the property covered by this contract. The BUYER shall pay all subsequent taxes and property taxes on the property. If the BUYER fails to do so, the SELLER shall have the right to pay such taxes and for any amount due paid, the same will be added to the unpaid principal balance.

The BUYER is entitled to the possession of this lot upon the signing of this contract, but no permanent improvements may be placed on said lot unless improvements are paid or until this contract is paid in full.

No assignment or transfer of this contract by the BUYER shall be binding upon the SELLER unless such assignment is confirmed upon this contract and the name and address of the Assignee is furnished to the SELLER and the Assignee signs a written assignment of this contract and agrees to its terms.

The BUYER covenants to and agrees to each and all of the conditions and terms of this contract, including the restrictions and covenants set forth in the various rules, and it is agreed that this contract is to be performed in Barry County, Missouri.

This contract is not binding upon the SELLER until executed by one of its duly authorized officers or agents.

The BUYER agrees that there have been no oral representations, statements, or agreements relied upon in this contract other than the terms and conditions of this sale as herein set out.

A better statement to the BUYER is 300 May St. Hannibal, Mo.

Witness my hand and seal of office of this contract by SELLER on this day of Sept. 1948.

Executed in quadruplicate on the day and year first above written.

John D. and/or Rutha, Co.
BUYER
William D. Hoff
SELLER
TURKEY MOUNTAIN ESTATES, INC.

TURKEY MOUNTAINEERS HOMEOWNERS ASSOCIATION
QUESTIONNAIRE

1. NAME: **George D. Willet**
2. ADDRESS: **TME #1 Shell Knob, Mo. 65747**
TELEPHONE NUMBER: **(417) 858-3480**
3. LOT NUMBER: **260 East, 2nd Subdivision TME #1**
4. DATE LOT PURCHASED: **October 18, 1970**
5. Do you have a home or cabin on your lot? **Yes, Mobile Home converted to permanent**
 - a. When did you begin construction? **Mobile Home delivered about Nov. 1-1971.**
 - b. When was construction completed? **Addition and conversion of Mobile Home started in March of 1975.**
 - c. What date did you hook up to the water system? **Nov. 27, 1971.**
6. Did you buy your lot from a salesman? **Yes**
 - a. What was the salesman's name? **Burl Turney**
 - b. What date did you first talk to the salesman? **Oct. 18, 1970.**
7. What price did you pay for your lot or lots? **\$1795.00**
8. Do you presently owe any money on the original purchase price of the lot? **No**
9. Do you make your primary residence on your lot? **Yes**
10. Prior to purchasing the lot, were you told any representations about the utilities? **Yes**
11. Were any representations made to you about the water system? **Yes-water line installed to my lot line included in price of lot.**
12. List the names of any salesmen, agents, or owners of the Turkey Mountain development who made any representations to you about the water system. **Burl Turney - Salesman**
13. What were you told would be the charge for water? **\$25.00 per year**
14. Were you told that the price of water might change? **No**
15. Did you have any understanding about the number of years the price of water would remain constant? **No**
16. Were you shown any reports made to HUD which dealt with the water system or the price of water? **Not at the time I purchased my lot. I received HUD report by mail- postmarked Nov. 10, 1970.**
17. Since you hooked up to the water system, how much have your water bills been? **\$25.00 each year until July 1, 1977. \$50.00 per year 7/1/77 to 7/1/78.**
18. Is there any mention of the water rates or system in your purchase contract? **No**

What is stated about the rates? **Nothing except - water would be furnished to lot line at a cost of \$25.00 per year plus \$15.00 for saddle and hook-up to main water line.**

Burl Turney, salesman, also pointed out one of the drilled wells several blocks from my lot. There is some question as to this being a well. It appears now to be only a booster pump.

19. Subsequent to signing your contract, were you told by any agent, salesman, or owner anything about the water rates or system? **Yes**
- a. What were you told? **Water would be furnished to lot line at a cost of \$25.00 per year - Plus \$15.00 for saddle and hook-up to main water line.**
- b. When? **October 18, 1970, before I had chosen a lot or signed a contract.**
- c. By whom? **Burl Turney - TME Salesman.**
20. Attach a copy of the sales contract for your lot to this questionnaire. **Attorney Pain has my original contract. Will you please have a Photostat made and return my contract to me.**
21. Were you ever informed of an increase in your water bill from \$25.00 per year to \$50.00 per year? **Yes, in 1977 at a meeting with TME officials at TME offices.**
22. Did you protest the increased rate in any way? **Yes**
23. How did you make your protest known? **A committee from the Homeowners Association met with officials at TME office and protested the raise since HUD report stated \$25.00 per year.**
24. Are you retired from full time employment? **Yes**
25. Do you live on a fixed income? **Yes**
26. Could you devote a small part of your time each year to operating a water system if the system were owned and operated by the homeowners? **Yes**
27. What adverse financial consequences would you suffer if your water bills were between \$10.00 and \$20.00 per month? **Since our Social Security pension is limited and we have no control over the rapid increase in prices \$120.00 to \$240.00 per year would be a hardship.**
28. Is the present water system adequate for your use? **At this time it is but as more people move into the area and hook up to the water we don't know**
29. Have you discussed the water system and rates with any of the developers? **- yes** **would be adequate.**
- a. With whom? **Jim Norman**
- b. When? **About the time the Homeowners Association met with TME officials**
- c. What was the substance of the discussion?
30. Use the additional space (or add pages if necessary) for any remarks you have in relation to the water system or the water rates.

30.

At the time I talked with Jim Nerman he told me that not all the water lines had been installed and as new lot owners moved in and started to build TME would extend the water line to these lots as required in the purchase price of each lot.

It appeared from the figures Mr. Nerman quoted at our meeting with TME that they had added the cost of this new construction to the maintenance charges.

They, TME, arrived at the figure for maintenance by combining the cost of maintenance from TME #2 with the cost from TME #1 and dividing the figure by the number of water hook-ups in both developments.

At that time, about July 1, 1977 - TME #2 had about 12 miles of water line and were required to pay something in the neighborhood of \$200.00 to get water lines extended to each individual lot, whereby TME #1 has about 4 miles of water lines and the cost of these lines were included in the price of the lots.

Mr. Nerman stated that since the employees for TME worked in both TME #1 and TME #2 and they had no accurate breakdown of time and material spent in each area they would only estimate the cost for each.

Since TME #1 is located in Barry County and TME #2 is located approximately 8 miles from TME #1 and #2 is located in Stone County, and furthermore that the contracts for the sale of lots is quite different between the two areas pertaining to the water systems that we, the Homeowners in TME #1 are being treated unfairly by combining the cost of operation of the two systems.

CONTRACT OF PURCHASE

STATE OF MISSOURI
COUNTY OF BARRY

THIS AGREEMENT, made and entered into this 18 day of Oct, 1920, and between TURKEY MOUNTAIN ESTATES, INC. a corporation, with its office being situated at Shell Knob, Missouri, hereinafter referred to as the SELLER.

and George T. Hill
of the county of Barry State of Mo
hereinafter referred to as BUYER.

WITNESSETH: That on the terms and conditions herein contained, the SELLER agrees to sell and convey by warranty deed to the BUYER Lot Number 260 in Block No. 2nd Sub TURKEY MOUNTAIN ESTATES, INC., in Barry County, Missouri a plat of said sub-division appearing on record in the Recorder of Deeds' Office in Barry County, Missouri.

Lifetime Membership in Cedar Creek
Country Club 2495-
Less Advertising Allowance 100
Less Discount for 30% down 200
700

Federal Property Report will
be mailed to Buyer Dollars (\$ 1795-)

The BUYER agrees to purchase said property and pay therefore the sum of Check 13000 Dollars (\$ 13000) payable by the BUYER to the SELLER at its office in Shell Knob, Missouri, or its assigns, as follows:

on execution of this contract, receipt whereof is hereby acknowledged and the balance of 1645- Dollars (\$ 1645-) in monthly installments of 18 Dollars (\$ 18)

or more on or before the 18 day of Nov, 1920, and the same amount or more in monthly payments thereafter consecutively without default until the principal and interest are fully paid with the interest at the rate of 6% per annum, payable annually, together with a late charge in the amount of one dollar for each payment paid more than nine days late.

All payments under this contract shall be made to TURKEY MOUNTAIN ESTATES, INC. when the contract is fully paid, the SELLER shall execute and deliver to the BUYER a warranty deed conveying said property to the BUYER subject to the reservations and restrictions printed on the reverse side which are made a part hereof.

Time is of the essence of this contract; and if default is made in any installment when due, the SELLER shall have the right to declare a forfeiture of this contract, and all monies paid hereunder shall be retained by the SELLER as agreed liquidated damages and rent of said property; and it is further agreed that each default in the payment of any subsequent installment shall be a new breach of this contract, and that a failure of the SELLER to exercise its option to declare a forfeiture of this contract at the time of any one default shall not operate to bar its right to exercise its option upon any subsequent default of the BUYER, and all rights of redemption on the part of the BUYER are hereby waived.

The SELLER agrees to pay all taxes up to and including the year of 1920 on the property covered by this contract. The BUYER shall pay all subsequent taxes against said property property as they accrue. If the BUYER fails to do so, the SELLER shall have the right to pay such taxes and interest amount then paid the same will be added to the unpaid principal balance.

The BUYER is entitled to the possession of this lot upon the signing of this contract, but no permanent improvements may be placed on said lot unless improvements are paid or until this contract is paid in full.

No assignment or transfer of this contract by the BUYER shall be binding upon the SELLER unless such assignment is endorsed upon this contract and the name and address of the Assignee is furnished to the SELLER and the Assignee signs a written assumption of this contract and agrees to its terms.

The BUYER consents to and agrees to each and all of the conditions and terms of this contract, including the restrictions and covenants set forth on the reverse side hereof, and it is agreed that this contract is to be performed in Barry County, Missouri.

This contract is not binding upon the SELLER until executed by one of its duly authorized officers or agents.

The BUYER agrees that there have been no oral representations, statements, or agreements relied upon in this contract other than the terms and conditions of this sale as herein set out.

A letter addressed to the BUYER as 1277 shall be considered sufficient notice of declaration of forfeiture of this contract by SELLER.

Executed in quadruplicate on the day and year first above written.

TURKEY MOUNTAIN ESTATES, INC.

BUYERS

By: Jay Hall
SELLER

WITNESS

SEAL

TURKEY MOUNTAINEERS HOMEOWNERS ASSOCIATION
QUESTIONNAIRE

1. NAME: I. H. Peiffer
2. ADDRESS: 628A Pryor Circle, Lee's Summit, Mo. 64063
- TELEPHONE NUMBER: 816-524-9334
3. LOT NUMBER: 410 East
4. DATE LOT PURCHASED: Mar 7 1968
5. Do you have a home or cabin on your lot? Yes
 - a. When did you begin construction? 1969
 - b. When was construction completed? First house burned. Second house 1973
 - c. What date did you hook up to the water system? 1969
6. Did you buy your lot from a salesman? Yes
 - a. What was the salesman's name? Don't remember
 - b. What date did you first talk to the salesman? 1968
7. What price did you pay for your lot or lots? \$1695
8. Do you presently owe any money on the original purchase price of the lot? no
9. Do you make your primary residence on your lot? No
10. Prior to purchasing the lot, were you told any representations about the utilities? yes
11. Were any representations made to you about the water system? yes
12. List the names of any salesmen, agents, or owners of the Turkey Mountain development who made any representations to you about the water system. Don't remember
13. What were you told would be the charge for water? \$25 per year
14. Were you told that the price of water might change? Don't remember
15. Did you have any understanding about the number of years the price of water would remain constant? Don't remember
16. Were you shown any reports made to HUD which dealt with the water system or the price of water? No
17. Since you hooked up to the water system, how much have your water bills been? \$25 while we lived there. House has been rented since December 1976. Tenant pays for water.
18. Is there any mention of the water rates or system in your purchase contract?

What is stated about the rates?

19. Subsequent to signing your contract, were you told by any agent, salesman, or owner anything about the water rates or system? Don't remember

a. What were you told? Don't remember

b. When?

c. By whom?

20. Attach a copy of the sales contract for your lot to this questionnaire.

21. Were you ever informed of an increase in your water bill from \$25.00 per year to \$50.00 per year? No

22. Did you protest the increased rate in any way?

23. How did you make your protest known?

24. Are you retired from full time employment? Yes

25. Do you live on a fixed income? Yes

26. Could you devote a small part of your time each year to operating a water system if the system were owned and operated by the homeowners? No

27. What adverse financial consequences would you suffer if your water bills were between \$10.00 and \$20.00 per month? N/A

28. Is the present water system adequate for your use? N/A

29. Have you discussed the water system and rates with any of the developers? No

a. With whom?

b. When?

c. What was the substance of the discussion?

30. Use the additional space (or add pages if necessary) for any remarks you have in relation to the water system or the water rates.

TURKEY MOUNTAINEERS HOMEOWNERS ASSOCIATION
QUESTIONNAIRE

1. NAME: **JAY W. MILLIGAN**
2. ADDRESS: **P.O. Box A.M. - SHELL Knob, MO.**
TELEPHONE NUMBER: **858-3431**
3. LOT NUMBER: **7**
4. DATE LOT PURCHASED: **12-24-74**
5. Do you have a home or cabin on your lot? **YES**
 - a. When did you begin construction? **JAN. 1975**
 - b. When was construction completed? **JULY 1975**
 - c. What date did you hook up to the water system? **JULY 1975**
6. Did you buy your lot from a salesman? **NO**
 - a. What was the salesman's name? **—**
 - b. What date did you first talk to the salesman? **—**
7. What price did you pay for your lot or lots? **\$7500**
8. Do you presently owe any money on the original purchase price of the lot? **NO**
9. Do you make your primary residence on your lot? **YES**
10. Prior to purchasing the lot, were you told any representations about the utilities? **YES - BY LOCAL RESIDENT**
11. Were any representations made to you about the water system? **NO**
12. List the names of any salesman, agents, or owners of the Turkey Mountain development who made any representations to you about the water system. **NONE**
13. What were you told would be the charge for water? **\$25.00/YR.**
14. Were you told that the price of water might change? **NO**
15. Did you have any understanding about the number of years the price of water would remain constant? **YES - READ HUD Report**
16. Were you shown any reports made to HUD which dealt with the water system or the price of water? **YES**
17. Since you hooked up to the water system, how much have your water bills been?
1975 - \$25.00 1977 - \$50.00
1976 - \$25.00
18. Is there any mention of the water rates or system in your purchase contract? **DID NOT BUY FROM TURKEY MT.**
What is stated about the rates? **—**

19. Subsequent to signing your contract were you told by any agent, salesman, or owner anything about the water rates or system?

a. What were you told? UNIFORM W VAL

b. When? 1848-52

c. By whom?

20. Attach a copy of the sales contract for your lot to this questionnaire.

21. Were you ever informed of an increase in your water bill from \$25.00 per year to \$50.00 per year?

NOT UNTIL RECEIVING BILLING.

22. Did you protest the increased rate in any way? **YES**

23. How did you make your protest known?

SENT CHECK MARKED "PAID UNDER PROTEST."

24. Are you retired from full time employment? **NO**

25. Do you live on a fixed income? **NO**

26. Could you devote a small part of your time each year to operating a water system if the system were owned and operated by the homeowners? **YES**

27. What adverse financial consequences would you suffer if your water bills were between \$10.00 and \$20.00 per month? **None until Retirement.**

28. Is the present water system adequate for your use? **YES - At Present**

WATER DEMAND.

29. Have you discussed the water system and rates with any of the developers? **NO**

a. With whom?

b. When?

c. What was the substance of the discussion?

30. Use the additional space (or add pages if necessary) for any remarks you have in relation to the water system or the water rates.

TURKEY MOUNTAIN RESIDENTS ASSOCIATION
QUESTIONNAIRE

1. NAME: FRED D. + HAZEL D. MYERS
2. ADDRESS: BOX "E" SHELL KNOTS, MO.
TELEPHONE NUMBER: 417-858-3386
3. LOT NUMBER: LOT #2 MITTEN, BLK #1
4. DATE LOT PURCHASED: 5-17-70
5. Do you have a home or cabin on your lot? YES
 - a. When did you begin construction? JULY, 1974
 - b. When was construction completed? NOV, 1974
 - c. What date did you hook up to the water system? NOV, 1974 (APPROX.)
6. Did you buy your lot from a salesman? YES
 - a. What was the salesman's name? JOHN L. SULLIVAN
 - b. What date did you first talk to the salesman? 5-17-70
7. What price did you pay for your lot or lots? \$4495.00
8. Do you presently owe any money on the original purchase price of the lot? NO
9. Do you make your primary residence on your lot? YES
10. Prior to purchasing the lot, were you told any representations about the utilities? WATER \$25 PER YEAR. PHONE BY ELECT. BY CANTROL ELECT. CONTINENTAL.
11. Were any representations made to you about the water system? WATER WAS TO THE LOT AT \$25.00 PER YEAR
12. List the names of any salesmen, agents, or owners of the Turkey Mountain development who made any representations to you about the water system. ALL WE REMEMBER IS JOHN L. SULLIVAN.
13. What were you told would be the charge for water? \$25 PER YEAR
14. Were you told that the price of water might change? NO
15. Did you have any understanding about the number of years the price of water would remain constant? NO UNDERSTOOD 25 YEARS
16. Were you shown any reports made to HUD which dealt with the water system or the price of water? EXCEPT'S FROM HUD STATING ANNUAL MAINT. FEE OF \$25.00
17. Since you hooked up to the water system, how much have your water bills been? \$25 PER YEAR UNTILL LAST YEAR \$50.00 PER YEAR NOW (1977)
18. Is there any mention of the water rates or system in your purchase contract? NO

What is stated about the rates? NOTHING

19. Subsequent to signing your contract were you told by any agent, salesman, or owner anything about the water rates or system? *NO*

a. What were you told?

b. When?

c. By whom?

20. Attach a copy of the sales contract for your lot to this questionnaire.

21. Were you ever informed of an increase in your water bill from \$25.00 per year to \$50.00 per year? *ON LAST YEARS STATEMENT*

22. Did you protest the increased rate in any way? *YES*

23. How did you make your protest known? *\$25.00 WAS PAID UNDER PROTEST.*

24. Are you retired from full time employment? *NO*

25. Do you live on a fixed income? *NO*

26. Could you devote a small part of your time each year to operating a water system if the system were owned and operated by the homeowners? *NO*

27. What adverse financial consequences would you suffer if your water bills were between \$10.00 and \$20.00 per month? *EXTRA LIVING EXPENSES*

28. Is the present water system adequate for your use? *YES*

29. Have you discussed the water system and rates with any of the developers? *NO*

a. With whom?

b. When?

c. What was the substance of the discussion?

30. Use the additional space (or add pages if necessary) for any remarks you have in relation to the water system or the water rates.

CONTRACT OF PURCHASE

STATE OF MISSOURI }
COUNTY OF BARRY }

THIS AGREEMENT, made and entered into this 17 day of May, 1970, by and between TURKEY MOUNTAIN ESTATES, INC. a corporation, with its office being situated at Shell Knob, Missouri, hereinafter referred to as the SELLER, and Buyer O. Fred S. Wilgors of the county of Barry State of Ks. hereinafter referred to as BUYER.

WITNESSETH: That on the terms and conditions herein contained, the SELLER agrees to sell and convey by warranty deed to the BUYER Lot Number 2 - Mott in Block No. 1 of TURKEY MOUNTAIN ESTATES, INC., in Barry County, Missouri a plat of said sub-division appearing on record in the Recorder of Deeds' Office in Barry County, Missouri.

75 X 100 DEEP TO LAKE

The BUYER agrees to purchase said property and pay therefore the sum of 4495.00 Dollars Less 500.00 4995.00
Cash 50.00 note 345.00 30 days Dollars 395.00
payable by the BUYER to the SELLER at its office in Shell Knob, Missouri, or its assigns, as follows:
on execution of this contract, receipt whereof is hereby acknowledged and the balance of 4400.00 Dollars (\$ 4400.00)
in yearly installments of 400.00 Dollars (\$ 400.00)

or more on or before the 17 day of May, 1971, and the same amount or more in monthly payments thereafter consecutively without default until the principal and interest are fully paid with the interest at the rate of 6% per annum, payable annually, together with a late charge in the amount of one dollar for each payment paid more than nine days late.

All payments under this contract shall be made to TURKEY MOUNTAIN ESTATES, INC. When the contract is fully paid, the SELLER shall execute and deliver to the BUYER a warranty deed conveying said property to the BUYER subject to the reservations and restrictions printed on the reverse side which are made a part hereof.

Time is of the essence of this contract; and if default is made in any installment when due, the SELLER shall have the right to declare a forfeiture of this contract; and all monies paid hereunder shall be retained by the SELLER as agreed liquidated damages and rent of said property; and it is further agreed that each default in the payment of any subsequent installment shall be a new breach of this contract, and that a failure of the SELLER to exercise its option to declare a forfeiture of this contract at the time of any one default shall not operate to bar its right to exercise its option upon any subsequent default of the BUYER, and all rights of redemption on the part of the BUYER are hereby waived.

The SELLER agrees to pay all taxes up to and including the year of 1970 on the property covered by this contract. The BUYER shall pay all subsequent taxes against said property promptly as they accrue. If the BUYER fails to do so, the SELLER shall have the right to pay such taxes; and for any amount thus paid, the same will be added to the unpaid principal balance.

The BUYER is entitled to the possession of this lot upon the signing of this contract, but no permanent improvements may be placed on said lot unless improvements are paid or until this contract is paid in full.

No assignment or transfer of this contract by the BUYER shall be binding upon the SELLER unless such assignment is endorsed upon this contract and the name and address of the Assignee is furnished to the SELLER and the Assignee signs a written assignment of this contract and agrees to its terms.

The BUYER consents to and agrees to each and all of the conditions and terms of this contract, including the restrictions and covenants set forth on the reverse side hereof, and it is agreed that this contract is to be performed in Barry County, Missouri.

This contract is not binding upon the SELLER until executed by one of its duly authorized officers or agents.

The BUYER agrees that there have been no oral representations, statements, or agreements relied upon in this contract other than the terms and conditions of this sale as herein set out.

A letter addressed to the BUYER at #317 W 18th Wichita Ks. shall be considered sufficient notice of declaration of forfeiture of this contract by SELLER.

Executed in quadruplicate on the day and year first above written.

Buyer
By: Jay Hall
SELLER
TURKEY MOUNTAIN ESTATES, INC.

**CONTRACT OF PURCHASE
TUMBLEY MOUNTAIN ESTATES, INC.**

LOT _____ BLOCK _____

Purchaser _____

Address _____

Missouri _____

19 _____

FOR VALUE RECEIVED, I hereby transfer and

assign to _____

of _____

all my right, title, and

and to the foregoing contract.

I hereby accept the above assignment of the foregoing contract and accept all the conditions of said contract, and I also direct that all notices affecting said contract be given by letter addressed to me.

Name _____

Address _____

Assignment approved this _____ day of _____

19 _____

By _____

Any lot described herein may be used for single family residential purposes, and the dwelling house and all other structures erected on any lot purchased under this contract shall be constructed of material of equal quality as used in FHA and GI construction, and the dwelling house must contain 800 square feet of liveable floor space. No building shall be located nearer to the front of lot line than 25 feet and no building shall be located nearer to any side lot line than 5 feet. All buildings shall be completed as to exterior within one year of the starting date. No noxious or offensive trade activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

When any improvements are erected on any lot purchased under this contract, the BUYER shall at the same time construct a sanitary septic tank of approved character or provide adequate sewage disposal for the same. Water will be made available to the property line by the developer. All lots shall be kept in a neat and orderly manner free from debris and rubbish, and the SELLER reserves the right to remove any such debris or rubbish if the BUYER refuses to do so and charge the BUYER therefor.

At no cost to the BUYER, the SELLER reserves the right to build and improve roads such as ditching, cuts, fills, grading, surfacing, bridges, and culverts, or any work it deems necessary in constructing and maintaining said roads around and adjacent to said property covered by this contract. The above property is a part of a private land development. Roads have been dedicated and deeded to the County and maintenance performed thereon will be done by them.

SELLER reserves to itself, its successors, and assigns, the perpetual easement under, over and across the said 3 feet of each residential lot and extending back a distance of 16 feet from the front and rear property line of each said lot for the purpose of erecting, constructing, maintaining and operating electric power and telephone lines together with such guy poles, guy wires and anchors as may be deemed advisable by the persons conducting said utility service. SELLER further reserves the right to cut or trim any tree growth or other growth located on said residential lots which may interfere with or menace the construction or operation of the main utility services in the streets or the individual installations to each residential lot.

The SELLER guarantees that all streets will be paved by the developer with an approved asphalt substance. SELLER further states that there is now in existence on the property of the sub-division electricity furnished by Carroll County Electric Co-Op.

In event BUYER shall sell or offer for sale the property described herein, SELLER reserves the right of first option to repurchase property at and for the same price and terms as offered to others and shall have 7 days time to exercise said option. The BUYER shall have the right at any time prior to issuance of his deed to exchange the property described herein at the price paid or at the market price, at time of exchange, for any other property of a higher value, being offered for sale by SELLER, on such price and terms as are being offered to the public.

**TURKEY MOUNTAINEERS HOMEOWNERS ASSOCIATION
QUESTIONNAIRE**

1. NAME: **Otto or Myrtle K. Lindstedt**
2. ADDRESS: **Turkey Mountain Estates #1**
TELEPHONE NUMBER: **417-858-6494**
3. LOT NUMBER: **513 East**
4. DATE LOT PURCHASED: **August 19, 1968**
5. Do you have a home or cabin on your lot? **Home**
 - a. When did you begin construction? **February, 1971**
 - b. When was construction completed? **May, 1971**
 - c. What date did you hook up to the water system? **Within a. and b. period. (uncertain since we were not here during that period).**
6. Did you buy your lot from a salesman? **Yes**
 - a. What was the salesman's name? **Herb Wilcox**
 - b. What date did you first talk to the salesman? **August 19, 1968**
7. What price did you pay for your lot or lots? **\$2895**
8. Do you presently owe any money on the original purchase price of the lot? **No.**
9. Do you make your primary residence on your lot? **Yes**
10. Prior to purchasing the lot, were you told any representations about the utilities? **Water to the lot and others available**
11. Were any representations made to you about the water system? **That wells would be located at three different places for adequate supply.**
12. List the names of any salesmen, agents, or owners of the Turkey Mountain development who made any representations to you about the water system. **Herb Wilcox**
13. What were you told would be the charge for water? **\$25.00/yr**
14. Were you told that the price of water might change? **No**
15. Did you have any understanding about the number of years the price of water would remain constant? **No**
16. Were you shown any reports made to HUD which dealt with the water system or the price of water? **Not by developers**
17. Since you hooked up to the water system, how much have your water bills been? **1971-76 \$25.00. 1977 \$50.00**
18. Is there any mention of the water rates or system in your purchase contract? **Water will be made available to the property line by the developer at no cost to the buyer.**
What is stated about the rates? **Nothing**

19. Subsequent to signing your contract were you told by any agent, salesman, or owner anything about the water rates or system?

a. What were you told? Adequate wells and water to lot line

b. When? August 19, 1968

c. By whom? Herb Wilcox

20. Attach a copy of the sales contract for your lot to this questionnaire.

21. Were you ever informed of an increase in your water bill from \$25.00 per year to \$50.00 per year? See remarks

22. Did you protest the increased rate in any way? Yes

23. How did you make your protest known? By signifying additional \$25.00 was being paid under protest according to lawyers instructions

24. Are you retired from full time employment? Yes

25. Do you live on a fixed income? Yes

26. Could you devote a small part of your time each year to operating a water system if the system were owned and operated by the homeowners? Yes

27. What adverse financial consequences would you suffer if your water bills were between \$10.00 and \$20.00 per month? Social Security does not cover excessive increases in living costs

28. Is the present water system adequate for your use? Yes at the present time since we are the only house on this line according to

29. Have you discussed the water system and rates with any of the developers? Yes J. Norman

a. With whom? Messrs. Gum, Norman and Mitten Sec. was also present

b. When? July 1, 1977 when Home Owners Officers Met with (a.)

c. What was the substance of the discussion? Water rates.

30. Use the additional space (or add pages if necessary) for any remarks you have in relation to the water system or the water rates.

(21-29) This meeting was called by the Home Owners officers to inquire about rumors of increased water rates. Mr. Mitten said they decided \$120 was a bit high and brought it down to 50.00. They gave all kinds of figures as the reason for the increase but they did not seem reasonable to us. For instance, the amount of water used for the golf course, The upkeep etc., on workers homes, Taking Turkey R. into consideration when setting our rates and the hours spent by workers on grounds, roads etc. I, Myrtle, attended this meeting as a Director.

CONTRACT OF PURCHASE

STATE OF MISSOURI }
COUNTY OF BARRY }

THIS AGREEMENT, Made and entered into this 19 day of AUGUST, 19 69,
and between TURKEY MOUNTAIN ESTATES, INC., a Missouri corporation, with its office being situated
at Shell Knob, Missouri, hereinafter referred to as the SELLER, and Otto and/or Myrtle N. Lind
of the County of Cook State of Ill., hereinafter
referred to as BUYER

WITNESSETH: That on the terms and conditions herein contained, the SELLER agrees to sell and convey
by warranty deed to the BUYER Lot Number 513 in Block No. East of TURKEY
MOUNTAIN ESTATES, INC., in Barry County, Missouri, a plat of said sub-division appearing on record in the
Recorder of Deeds Office in Barry County, Missouri.

This contract includes a share in the Cedar Creek Country Club

List Price 2895.00

Less Ad. Offer 500.00

Less \$119.00

The BUYER agrees to purchase said property and pay therefore the sum of Dollars (\$2276.00)

\$119.00 Down Note \$700.00 on Sept. 10, 1969 Dollars (\$ 876.00)
payable by the BUYER to the SELLER at its office in Shell Knob, Missouri, or its assigns, as follows:

Dollars (\$ 1400.00)
on execution of this contract, receipt whereof is hereby acknowledged and the balance of

in monthly installments of Dollars (\$ 37.07)

or more on or before the 1 day of Oct., 19 69 and the same amount or more in monthly pay-
ments thereafter consecutively without default until the principal and interest are fully paid with the interest
at the rate of 6% per annum, payable annually, together with a late charge in the amount of one dollar for
each payment paid more than nine days late.

All payments under this contract shall be made to TURKEY MOUNTAIN ESTATES, INC. When the
contract is fully paid the SELLER shall execute and deliver to the BUYER a warranty deed conveying said
property to the BUYER subject to the reservations and restrictions printed on the reverse side hereof and
made a part hereof.

Time is of the essence of this contract; and if default is made in any installment when due, the SELLER
shall have the right to declare a forfeiture of this contract; and all monies paid hereunder shall be retained
by the SELLER as agreed liquidated damages and rent of said property; and it is further agreed that each
default in the payment of any subsequent installment shall be a new breach of this contract, and that a failure
of the SELLER to exercise its option to declare a forfeiture of this contract at the time of any one default
shall not operate to bar its right to exercise its option upon any subsequent default of the BUYER, and all
rights of redemption on the part of the BUYER are hereby waived.

The SELLER agrees to pay all taxes up to and including the year of 19 68 on the property covered by
this contract. The BUYER shall pay all subsequent taxes against said property promptly as they accrue. If
the BUYER fails to do so, the SELLER shall have the right to pay such taxes; and for any amount thus paid,
the same will be added to the unpaid principal balance.

The BUYER is entitled to the possession of this lot upon the signing of this contract, but no permanent
improvements may be placed on said lot unless improvements are paid or until this contract is paid in full.

No assignment or transfer of this contract by the BUYER shall be binding upon the SELLER unless such
assignment is endorsed upon this contract and the name and address of the Assignee is furnished to the
SELLER and the Assignee signs a written assumption of this contract and agrees to its terms.

The BUYER consents to and agrees to each and all of the conditions and terms of this contract including
the restrictions and covenants set forth on the reverse side hereof, and it is agreed that this contract is to be
performed in Barry County, Missouri.

This contract is not binding upon the SELLER until executed by one of its duly authorized officers or
agents.

The BUYER agrees that there have been no oral representations, statements, or agreements relied upon
in this contract other than the terms and conditions of this sale as herein set out.

A letter addressed to the BUYER at 2960 Dunbar Northbrook, Ill. shall be
considered sufficient notice of declaration of forfeiture of this contract by SELLER.

Executed in quadruplicate on the day and year first above written.

Otto Lind
Myrtle N. Lind
BUYERS

TURKEY MOUNTAIN ESTATES, INC.

By:
SELLER

WITNESS

**CONTRACT OF PURCHASE
TURKEY MOUNTAIN ESTATES, INC.**

LOT _____ BLOCK _____

Purchaser _____

Address _____

Miscellaneous _____

18

FOR VALUE RECEIVED, I hereby transfer and

assign to _____

of _____

all my right, title and
and to the foregoing contract.

I hereby accept the above assignment of the
foregoing contract and accept all the conditions
of said contract and I agree that any and all
liabilities and obligations of said contract shall be
assigned to me.

Name _____

Address _____

Assignment approved this _____ day of _____

By _____

Any lot described herein may be used for single family residential purposes, and the dwelling house and all other structures erected on any lot purchased under this contract shall be constructed of material of equal quality as used in FHA and GI construction, and the dwelling house must contain 200 square feet of livable floor space. No building shall be located nearer to the front of lot line than 25 feet and no building shall be located nearer to any side lot line than 5 feet. All buildings shall be completed so as to exterior within one year of the starting date. No noxious or offensive trade or activity shall be carried on upon any lot or shall any thing be done thereon which may be or become an annoyance or nuisance to the neighborhood.

When any improvements are erected on any lot purchased under this contract, the BUYER shall at the same time construct a sanitary septic tank of approved character or provide adequate sewage disposal for the same. Water will be made available to the property line by the developer at no cost to the BUYER. All lots shall be kept in a neat and orderly manner free from debris and rubbish, and the SELLER reserves the right to remove any such debris or rubbish if the BUYER refuses to do so and charge the BUYER therefor.

At no cost to the BUYER, the SELLER reserves the right to build and improve roads, ditches, drains, cuts, fills, grading, surfacing, bridges, and culverts, or any work it deems necessary in constructing and maintaining said roads around and adjacent to said property covered by this contract. The above property is a part of a private land development. Roads have been dedicated and deeded to the county and maintenance performed thereon will be done by them.

SELLER reserves to itself, its successors, and assigns, the perpetual easement under, over and across the said 5 feet of each residential lot and extending back a distance of 10 feet from the front and rear property line of each said lot for the purpose of erecting, constructing, maintaining and operating electric power and telephone lines together with such guy poles, guy wires and anchors as may be deemed advisable by the persons conducting said utility services. SELLER further reserves the right to cut or trim any tree growth or other growth located on said residential lots which may interfere with or menace the construction or operation of the main utility services in the streets or the individual installations to each residential lot.

The SELLER guarantees that all streets will be paved by the developer with an approved asphalt substance. SELLER further states that there is now in existence on the property of the sub-division electricity furnished by Carroll County Electric Co-Op.

In event BUYER shall sell or offer for sale the property described herein, SELLER reserves the right of first option to repurchase property at and for the same price and terms as offered to others and shall have 7 days time to exercise said option. The BUYER shall have the right at any time prior to issuance of his deed to exchange the property described herein at the price paid or at the market price, at time of exchange, for any other property of a higher value, being offered for sale by SELLER, on such price and terms as are being offered to the public.

TURKEY MOUNTAINEERS HOMEOWNERS ASSOCIATION
QUESTIONNAIRE

1. NAME: LADDIE F & MAE PETRIK
2. ADDRESS: T.M.E. #1-E. Shell Knob, Mo. 65747
- TELEPHONE NUMBER: 417-858-3466
3. LOT NUMBER: 52
4. DATE LOT PURCHASED: 10-73
5. Do you have a home or cabin on your lot? No me
- a. When did you begin construction? JANUARY 1974
- b. When was construction completed? MAY-JUNE
- c. What date did you hook up to the water system? MAY
6. Did you buy your lot from a salesman? No - (Private Party)
- a. What was the salesman's name?
- b. What date did you first talk to the salesman?
7. What price did you pay for your lot or lots?
8. Do you presently owe any money on the original purchase price of the lot? No
9. Do you make your primary residence on your lot? Yes
10. Prior to purchasing the lot, were you told any representations about the utilities? No
11. Were any representations made to you about the water system? Just that water bills are \$25.00 A YEAR
12. List the names of any salesman, agents, or owners of the Turkey Mountain development who made any representations to you about the water system.
THANK TO MRS BETTY HUTCHINSON - SECR. of T.M. Developers
13. What were you told would be the charge for water? \$25.00 by her
14. Were you told that the price of water might change? No
15. Did you have any understanding about the number of years the price of water would remain constant? Yes
16. Were you shown any reports made to HUD which dealt with the water system or the price of water? Yes
17. Since you hooked up to the water system, how much have your water bills been? \$25.00 for 2 yrs \$50.00 for 1 yr
18. Is there any mention of the water rates or system in your purchase contract? No CONTRACT on Lot
- What is stated about the rates?

19. Subsequent to signing your contract, were you told by any agent, salesman, or owner anything about the water rates or system?

No Contract - Just a deed

a. What were you told?

b. When?

c. By whom?

20. Attach a copy of the sales contract for your lot to this questionnaire.

N. C. CONTRACT

21. Were you ever informed of an increase in your water bill from \$25.00 per year to \$50.00 per year?

Yes

22. Did you protest the increased rate in any way?

Yes

23. How did you make your protest known?

\$25.00 under protest

24. Are you retired from full time employment?

Yes

25. Do you live on a fixed income?

Yes

26. Could you devote a small part of your time each year to operating a water system if the system were owned and operated by the homeowners?

Yes

27. What adverse financial consequences would you suffer if your water bills were between \$10.00 and \$20.00 per month?

Living on a fixed income

28. Is the present water system adequate for your use?

Yes

29. Have you discussed the water system and rates with any of the developers?

a. With whom?

Mr. Brian, Mr. Dean, Mr. Harman

b. When?

Board members were asked to a meeting with T.M. Developers - 7-1-77

c. What was the substance of the discussion?

Raising water rates to \$50.00 - original rate was set at \$25.00 - because of an early meeting with T.M. people were very upset - they agreed on \$50.00 for 1977

30. Use the additional space (or add pages if necessary) for any remarks you have in relation to the water system or the water rates.

The figures they quoted to us seemed exaggerated to us at the meetings.

TURKEY MOUNTAINEERS HOMEOWNERS ASSOCIATION
QUESTIONNAIRE

1. NAME: Charles E. Lemons
2. ADDRESS: Turkey Mt. #1 (Mailing Address: 9716 Walmer Overland Park, Ks 66212)
- TELEPHONE NUMBER: 913-381-5912
3. LOT NUMBER: 56
4. DATE LOT PURCHASED: Apr, 1977
5. Do you have a home or cabin on your lot? Yes
 - a. When did you begin construction?
 - b. When was construction completed? 1975
 - c. What date did you hook up to the water system?
6. Did you buy your lot from a salesman? No - Purchased Lot & House from previous owner.
 - a. What was the salesman's name?
 - b. What date did you first talk to the salesman?
7. What price did you pay for your lot or lots?
8. Do you presently owe any money on the original purchase price of the lot?
9. Do you make your primary residence on your lot? No
10. Prior to purchasing the lot, were you told any representations about the utilities? No
11. Were any representations made to you about the water system? No
12. List the names of any salesmen, agents, or owners of the Turkey Mountain development who made any representations to you about the water system. None
13. What were you told would be the charge for water? \$25/yr
14. Were you told that the price of water might change? Yes
15. Did you have any understanding about the number of years the price of water would remain constant? No
16. Were you shown any reports made to HUD which dealt with the water system or the price of water? No
17. Since you hooked up to the water system, how much have your water bills been? \$50/yr
18. Is there any mention of the water rates or system in your purchase contract? No

What is stated about the rates?

19. Subsequent to signing your contract, were you told by any agent, salesman, or owner anything about the water rates or system?

a. What were you told? The water was \$25/yr but could go up to \$90/yr during 1977.

b. When? Apr 1977

c. By whom? Real Estate Agent

20. Attach a copy of the sales contract for your lot to this questionnaire.

21. Were you ever informed of an increase in your water bill from \$25.00 per year to \$50.00 per year? Received B.I. for \$50 in Summer 1977

22. Did you protest the increased rate in any way? No

23. How did you make your protest known?

24. Are you retired from full time employment? No

25. Do you live on a fixed income? No

26. Could you devote a small part of your time each year to operating a water system if the system were owned and operated by the homeowners? No

27. What adverse financial consequences would you suffer if your water bills were between \$10.00 and \$20.00 per month?

we use our lake home infrequently and I am very much opposed to paying such inordinately high rates for the limited usage.

28. Is the present water system adequate for your use? Yes

29. Have you discussed the water system and rates with any of the developers? No

a. With whom?

b. When?

c. What was the substance of the discussion?

30. Use the additional space (or add pages if necessary) for any remarks you have in relation to the water system or the water rates.

TURKEY MOUNTAINEERS HOMEOWNERS ASSOCIATION

QUESTIONNAIRE

1. NAME: **GLENN E. & ELEANOR M. SMITH**
2. ADDRESS: **TURKEY MT. #1 WEST**
- TELEPHONE NUMBER: **417/858-3170**
3. LOT NUMBER: **110**
4. DATE LOT PURCHASED: **4-1-75**
5. Do you have a home or cabin on your lot? **YES**
 - a. When did you begin construction? **—**
 - b. When was construction completed? **—**
 - c. What date did you hook up to the water system? **—**
6. Did you buy your lot from a salesman? **NO**
 - a. What was the salesman's name? **—**
 - b. What date did you first talk to the salesman? **—**
7. What price did you pay for your lot or lots? **—**
8. Do you presently owe any money on the original purchase price of the lot? **—**
9. Do you make your primary residence on your lot? **NO**
10. Prior to purchasing the lot, were you told any representations about the utilities? **ONLY THE COST OF WATER**
11. Were any representations made to you about the water system? **YES**
12. List the names of any salesmen, agents, or owners of the Turkey Mountain development who made any representations to you about the water system. **ONLY PREVIOUS OWNER**

13. What were you told would be the charge for water? **\$25.00 PER YEAR**
14. Were you told that the price of water might change? **NO**
15. Did you have any understanding about the number of years the price of water would remain constant? **NO**
16. Were you shown any reports made to HUD which dealt with the water system or the price of water? **NO**
17. Since you hooked up to the water system, how much have your water bills been? **\$25.00 PER YEAR.**
18. Is there any mention of the water rates or system in your purchase contract? **—**

What is stated about the rates? **—**

19. Subsequent to signing your contract were you told by any agent, salesman, or owner anything about the water rates or system? **ONLY YEARLY CHARGE.**

a. What were you told?

WATER COST WAS \$25.00 PER YEAR

b. When?

4-1-75

c. By whom?

PREVIOUS OWNER & OTHER HOME OWNERS.

20. Attach a copy of the sales contract for your lot to this questionnaire. —

21. Were you ever informed of an increase in your water bill from \$25.00 per year to \$50.00 per year? **YES**

22. Did you protest the increased rate in any way? **NO**

23. How did you make your protest known?

24. Are you retired from full time employment? **NO**

25. Do you live on a fixed income? **NO**

26. Could you devote a small part of your time each year to operating a water system if the system were owned and operated by the homeowners? **NO**

27. What adverse financial consequences would you suffer if your water bills were between \$10.00 and \$20.00 per month? —

28. Is the present water system adequate for your use? **YES**

29. Have you discussed the water system and rates with any of the developers? **NO**

a. With whom? —

b. When? —

c. What was the substance of the discussion? —

30. Use the additional space (or add pages if necessary) for any remarks you have in relation to the water system or the water rates.

Steve E. Smith

7-11-78

TURKEY MOUNTAINEERS HOMEOWNERS ASSOCIATION
QUESTIONNAIRE

1. NAME: *Mr. & Mrs. Lester H. Johnson*
2. ADDRESS: *Turkey Mt. #1 E Shell Knob Mo. 65747*
TELEPHONE NUMBER: *417-858-6361*
3. LOT NUMBER: *54*
4. DATE LOT PURCHASED: *May 24, 1969*
5. Do you have a home or ~~cabin~~ on your lot? *Yes*
 - a. When did you begin construction? *Home already built.*
 - b. When was construction completed? *Fall 1968*
 - c. What date did you hook up to the water system? *?*
6. Did you buy your lot from a salesman? *YES Joe Mitchell owned a house in this house. He was promoter & head salesman for T.M.#1.*
 - a. What was the salesman's name? *Joe Mitchell*
 - b. What date did you first talk to the salesman? *May 24, 1969*
7. What price did you pay for your lot or lots? *We purchased house & lot.*
8. Do you presently owe any money on the original purchase price of the lot? *No*
9. Do you make your primary residence on your lot? *Yes*
10. Prior to purchasing the lot, ^{house} were you told any representations about the utilities? *Yes*
11. Were any representations made to you about the water system? *Yes*
12. List the names of any salesmen, agents, or owners of the Turkey Mountain development who made any representations to you about the water system.
Mr. Joe Mitchell
13. What were you told would be the charge for water? *\$25.00/gr.*
14. Were you told that the price of water might change? *No*
15. Did you have any understanding about the number of years the price of water would remain constant? *No*
16. Were you shown any reports made to HUD which dealt with the water system or the price of water? *Had not in existence.*
17. Since you hooked up to the water system, how much have your water bills been? *\$25.00/gr. until July 1977 at which time it was increased to \$50/gr*
18. Is there any mention of the water rates or system in your purchase contract? *No*
What is stated about the rates? *Nothing.*

19. Subsequent to signing your contract were you told by any agent, salesman, or owner anything about the water rates or system? *We were told that the water rates were \$25.00/yr.*
- a. What were you told? *That we had well water and a good distribution system.*
- b. When? *May 24, 1968 Date of property sale*
- c. By whom? *Mr. Mitchell*

20. Attach a copy of the sales contract for your lot to this questionnaire. *None*

21. Were you ever informed of an increase in your water bill from \$25.00 per year to \$50.00 per year? *yes*

22. Did you protest the increased rate in any way? *yes*

23. How did you make your protest known? *By paying \$50.00 and marking our check \$25.00 under protest on the advice of our attorney, Emory Melton*

24. Are you retired from full time employment? *yes*

25. Do you live on a fixed income? *yes*

26. Could you devote a small part of your time each year to operating a water system if the system were owned and operated by the homeowners? *yes*

27. What adverse financial consequences would you suffer if your water bills were between \$10.00 and \$20.00 per month? *This is a moot question*

28. Is the present water system adequate for your use? *yes*

29. Have you discussed the water system and rates with any of the developers? *the*

a. With whom? *Officers of other organizations have*

b. When? *discussed the situation with the developers.*

c. What was the substance of the discussion?

30. Use the additional space (or add pages if necessary) for any remarks you have in relation to the water system or the water rates.

1. R.E. AND JUNE BANAKA

2. 10616 OAK KANSAS CITY, MO. 64114

816-942-3280

3. 40 EAST

4. OCT. 12, 1968

5. No

6. YES

A. JOE MITCHELL

B. OCT 12, 1968

7. \$3695.00

8. No

9. No

10. YES - (SEE CONTRACT AND ADVERTISEMENT SEEN THROUGH WATER)
ELECTRICITY TO LOT

WATER TO LOT FOR \$25.00 PER YEAR ONCE CONSTRUCTION
WAS UNDER WAY AND COMPLETED.

11. YES

WATER FURNISHED TO LOT FOR \$25.00 PER YEAR AFTER
CONSTRUCTION WAS UNDER WAY AND COMPLETED.

12. JOE MITCHELL

HERB WILCOX

13. CHARGE WOULD BE \$25.00 PER ONCE CONSTRUCTION WAS
UNDER WAY AND COMPLETED. A BIG POINT WAS MADE
OF THIS FACT IN SELLING US THE LOT.

14. No - NO MENTION AT ALL.

15. NONE

16. No

17. NOT ON THE WATER SYSTEM AT THIS TIME.

18. No

LOT 40 EAST
NO DWELLING ON LOT

19

YES

A. WATER RATE WOULD BE \$25.00 PER ONCE RESIDENCE IS COMPLETED.

B. OCT. 12, 1968

C. JOE MITCHELL

20 ENCLOSED

21. ONLY ON ANNUAL BILLING STATEMENT (FOR LOT 164 EAST)

22. YES

23. WRITTEN ON CHECK THAT THE ADDITIONAL \$25.00 WAS PAID IN PROTEST. (FOR LOT 164 EAST)

24. No

25. No

26. I WOULD BE HAPPY TO ONCE I RETIRE.

27. NONE UNLESS THE CHARGE IS MADE ON EACH LOT

(REGARDLESS OF WHETHER THERE IS A HOME CONSTRUCTED)

28 YES

29 No

CONTRACT OF PURCHASE

STATE OF MISSOURI
COUNTY OF BARRY

THIS AGREEMENT, made and entered into this 30th day of May, 1971, by and between TURKEY MOUNTAIN ESTATES, INC., a corporation, with its office being situated at Shell Knob, Missouri, hereinafter referred to as the SELLER, and Lawrence Capital Keltner and Grace G. Keltner of the county of Jackson - State of Kans. hereinafter referred to as BUYER.

WITNESSETH: That on the terms and conditions herein contained, the SELLER agrees to sell and convey to and warranty deed to the BUYER Lot Number 280 in Block No. 2nd Sub East TURKEY MOUNTAIN ESTATES, INC., in Barry County, Missouri a plot of said subdivision appearing as shown in the Recorder of Deeds Office in Barry County, Missouri.

Membership in Cedar Creek County Club 599.50
Adv 500.00
These papers examined by 5498.00
Federal Property Report - 11.00
Di 350.00
U.S. 10

The BUYER agrees to purchase said property and pay therefor the sum of 4945.00 Dollars (\$ 4945.00) payable by the BUYER to the SELLER at the office in Shell Knob, Missouri, or its assigns, as follows:
Dollars (\$ 1745.00)
on execution of this contract, receipt whereof is hereby acknowledged and the balance of 3200.00 Dollars (\$ 3200.00)
in monthly installments of 52.50 Dollars (\$ 52.50)

or more as or before the 7th day of July, 1971, and the same amount or more to monthly payments thereafter commencing with said default date. The principal and interest are fully paid with the balance at the rate of 6% per annum, payable annually, together with a late charge in the amount of one dollar for each payment past due after said date.

All payments under this contract shall be made to TURKEY MOUNTAIN ESTATES, INC. When the contract is fully paid, the SELLER shall execute and deliver to the BUYER a warranty deed conveying said property to the BUYER subject to the easements and restrictions created on the reverse side which are made a part thereof.

The SELLER agrees to pay all taxes up to and including the year of 1971 on the property covered by this contract. The BUYER shall pay all subsequent taxes against said property promptly as they accrue. If the BUYER fails to do so, the SELLER shall have the right to pay such taxes, and for any amount then paid, the same will be added to the unpaid principal balance.

The BUYER is entitled to the possession of this lot upon the signing of this contract, but no permanent improvements may be placed on said lot unless improvements are paid or until this contract is paid in full.

No assignment or transfer of this contract by the BUYER shall be binding upon the SELLER unless such assignment is endorsed upon this contract and the name and address of the Assignee is furnished to the SELLER and the Assignee signs a written assumption of this contract and agrees to its terms.

The BUYER covenants to well agree to each and all of the conditions and terms of this contract, including the restrictions and easements set forth on the reverse side hereof, and it is agreed that this contract is to be performed in Barry County, Missouri.

This contract is not binding upon the SELLER until executed by one of its duly authorized officers or agents.

The BUYER agrees that there have been no oral representations, statements, or agreements relied upon in this contract other than the terms and conditions of this contract as herein set out.

A letter addressed to the BUYER at 6044 Martin Rd. Merriam, Kan. shall be considered sufficient notice of delivery of this contract by SELLER.

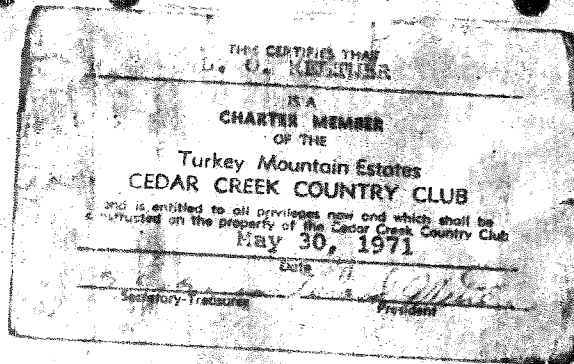
Executed in triplicate on the day and year first above written.

The purchaser has the right to void this contract if he has not received a property report prepared pursuant to the rules and regulations of the U. S. Department of Housing and Urban Development in advance of, or at the time of, his signing the contract, and the purchaser can revoke this contract within 48 hours after signing this contract if he did not receive the property report at least 48 hours before signing this contract. This provision applies only and applies in the case of a purchaser who has received the property report and requested the right to be provided in advance of signing this contract, and acknowledges by his signature on this contract that he has made such inspection and that he has read and understood such report.

I have, this day, executed and delivered this deed.
Lawrence Capital Keltner
Grace G. Keltner
BUYER
Phyllis T. Longmire
WITNESS
TURKEY MOUNTAIN ESTATES, INC.
Ray Holt
SELLER

1

14. In event BUYER shall wish to offer for sale the property described herein, SELLER reserves the right of first refusal to repurchase property at and for the same price and terms as offered to others and shall have 7 days time to exercise said option. The BUYER shall have the right of any time prior to issuance of his deed in exchange for the property described herein to the price paid or at the market price, at time of exchange, for any other property of a higher value, being offered for sale by SELLER, at such price and terms as shall be agreed to by the parties.



**NOTICE TO CUSTOMERS
REQUIRED BY FEDERAL LAW
FEDERAL RESERVE REGULATION Z**

**REAL PROPERTY TRANSACTION-OTHER THAN PURCHASE
LOAN SECURED BY FIRST LIEN ON A DWELLING**

LOT NUMBER 280-2nd Sub East **TME #1**

The Amount of the Loan in this transaction is \$ 3200⁰⁰

Less the Prepaid Finance Charge on this transaction: \$ None

The Finance Charge on this transaction will begin to accrue on None

TOTAL AMOUNT FINANCED IN this transaction: \$ 3200⁰⁰

The Finance Charge on this transaction totals: \$ None

The Annual Percentage Rate on this transaction is 6% on the unpaid balance at end of each year until contract is paid in full.

Payments on this transaction shall be 100 monthly installments of

\$ 32.00 beginning on the 7th day of July 19 71

and due on the 7th day of each month thereafter. The Total of Payment on

this transaction including principal and interest will be \$ 3904.00

Interest to be paid Annually.

The Corporation's security interest in this transaction is a Contract for Deed on property located at Lot # 280-2nd Sub-East-TME #1 also specifically described in the documents furnished for this loan. The documents executed in connection with this transaction cover all after-acquired property and also stand as security for future advances, the terms for which are described in the documents.

Late payment formula, in accordance with Sect. 226.8(b) (4): \$1.00 per month for late payment.

Prepayment formula, in accordance with Sect. 226.8(b) (6): No penalty for pre-payment.

Lorraine G. Keltner
Grace S. Keltner
Buyers

Turkey Mountain Estates, Inc.

Shirley T. Brynner
Witness

By Jay Holt
Seller

TURKEY MOUNTAINERS HOMEOWNERS ASSOCIATION
QUESTIONNAIRE

1. NAME: **FRANK L. / MARY L. JONES / FRANK JONES, JR AND KAREN KAY DECHNEY (FISCHER)**

2. ADDRESS: **LOTS 43 AND 44 TME-I SHELLE KNOB, MO.**

TELEPHONE NUMBER: **858-3341**

3. LOT NUMBER: **43 - 44 WEST**

4. DATE LOT PURCHASED: **APRIL 1971**

5. Do you have a home or cabin on your lot? **YES**

a. When did you begin construction? **MAY 1972**

b. When was construction completed? **PARTIAL 1973 BALANCE 1978**

Completed Extension 1972

c. What date did you hook up to the water system? **MAY 1972**

6. Did you buy your lot from a salesman? **YES**

a. What was the salesman's name? **CLAUDE FRAZIER**

b. What date did you first talk to the salesman? **APRIL 1971**

7. What price did you pay for your ~~lots~~ lots? **6500**

8. Do you presently owe any money on the original purchase price of the lot? **NO**

9. Do you make your primary residence on your lot? **YES**

10. Prior to purchasing the lot, were you told any representations about the utilities? **yes**

11. Were any representations made to you about the water system? **yes**

12. List the names of any salesmen, agents, or owners of the Turkey Mountain development who made any representations to you about the water system.

CLAUDE FRAZIER

JAY HOLT

13. What were you told would be the charge for water? **25⁰⁰ ANNUAL**

14. Were you told that the price of water might change? **NO**

15. Did you have any understanding about the number of years the price of water would remain constant? **20 YEARS**

16. Were you shown any reports made to HUD which dealt with the water system or the price of water?

17. Since you hooked up to the water system, how much have your water bills been? **25⁰⁰ ANNUAL UNTIL 1977 THEN**

50⁰⁰

18. Is there any mention of the water rates or system in your purchase contract? **availability of water to property**

What is stated about the rates? **nothing**

19. Subsequent to signing your contract were you told by any agent, salesman, or owner anything about the water rates or system?

a. What were you told? *THAT WATER WOULD BE AVAILABLE UPON REQUEST AND COST WOULD BE 25% ANNUAL. A TAP FEE WAS NOT MENTIONED BUT WAS CHARGED TO US AT TIME WATER SUPPLIED*

b. When? *UPON REQUEST*

c. By whom? *TME*

20. Attach a copy of the sales contract for your lot to this questionnaire. ✓

21. Were you ever informed of an increase in your water bill from \$25.00 per year to \$50.00 per year?

Received 7/1/77

Only By Statement

22. Did you protest the increased rate in any way? *YES*

23. How did you make your protest known? *A Check Was Issued PAYING ADDITIONAL AMOUNT UNDER PROTEST*

24. Are you retired from full time employment? *NO*

25. Do you live on a fixed income? *NO*

26. Could you devote a small part of your time each year to operating a water system if the system were owned and operated by the homeowners? *NO*

27. What adverse financial consequences would you suffer if your water bills were between \$10.00 and \$20.00 per month?

28. Is the present water system adequate for your use? *YES*

29. Have you discussed the water system and rates with any of the developers? *NO - (ONLY AT TIME OF PURCHASE)*

a. With whom?

b. When?

c. What was the substance of the discussion?

30. Use the additional space (or add pages if necessary) for any remarks you have in relation to the water system or the water rates.

CONTRACT OF PURCHASE

STATE OF MISSOURI
COUNTY OF BARRY

THIS AGREEMENT, made and entered into this 11th day of April, 1971, by and between TURKEY MOUNTAIN ESTATES, INC., a corporation, with its office being situated at Clark, Mo., Missouri, hereinafter referred to as the SELLER, and Frank L. and Kay Mary L. Jones & Frank L. Jones, Jr. and Kay Mary L. Jones of the county of Barry State of Missouri hereinafter referred to as BUYER.

WITNESSETH: That on the terms and conditions herein contained, the SELLER agrees to sell and convey by warranty deed to the BUYER Lot Number 43 in Block No. West of TURKEY MOUNTAIN ESTATES, INC., in Barry County, Missouri a plat of said subdivision appearing on record in the Recorder of Deeds Office in Barry County, Missouri.

This contract includes membership in Cedar Creek Country Club.

We have read the Federal Property Report and understand contents of same.

Loan M/R Discount

The BUYER agrees to purchase said property and pay therefor the sum of Dollars (\$) payable by the BUYER to the SELLER at or before 11:00 A.M., Missouri, or its assigns, in full on or before the date of this contract, receipt whereof is hereby acknowledged and the balance of Dollars (\$) in monthly installments of Dollars (\$)

of which on or before the 10th day of May, 1971 and the same amount or more to be paid on or before the date of the next payment and the principal and interest are fully paid with the balance of the sum of \$0.00 per month, together with a late charge of the amount of one dollar for each payment past due after the date of this contract.

All payments under this contract shall be made to TURKEY MOUNTAIN ESTATES, INC. When the same are fully paid, the SELLER shall execute and deliver to the BUYER a warranty deed conveying said property to the BUYER subject to the covenants and restrictions appearing on the plat of said subdivision.

The SELLER agrees to pay all taxes up to and including the year of 1971 on the property covered by this contract. The BUYER shall pay all subsequent taxes against said property property in this contract. If the BUYER fails to do so, the SELLER shall have the right to pay such taxes and for any amount thus paid, the same will be added to the unpaid principal balance.

The BUYER is notified by the provisions of this contract that the signing of this contract, but no payment thereunder, may be placed on hold for future improvements are paid or until the contract is paid in full.

No assignment of benefit of this contract by the BUYER shall be binding upon the SELLER unless such assignment is evidenced upon this contract and the name and address of the Assignee is furnished to the SELLER and the Assignee signs a written acknowledgment of this contract and agrees to its terms.

The BUYER covenants to and agrees to each and all of the conditions and terms of this contract, including the covenants and restrictions set forth on the plat of said subdivision, and it is agreed that this contract is governed by Barry County, Missouri.

This contract is not binding upon the SELLER until executed by one of its duly authorized officers or agents.

The BUYER agrees that these have been read and representations, statements, or specifications set forth upon this contract shall be the terms and conditions of this sale as herein set out.

Witness my hand and the seal of the SELLER at 1103 N. Woodland, Springfield, Mo. this 11th day of April, 1971 at the time of the signing of this contract and the purchase of this contract by BUYER. Executed in witness whereof the day and year first above written.

The purchaser has the right to void this contract if he has not received a property report prepared pursuant to the rules and regulations of the U.S. Department of Housing and Urban Development in advance of, or at the time of, his signing the contract, and the purchaser can void this contract within 90 days after signing this contract or 180 days after the date of the property report, at least 48 hours before signing this contract. This provision shall not apply in the case of a purchaser who has received the property report and assigned the lot to be purchased in advance of signing this contract, and acknowledges by his signature on this contract that he has done with respect to and that he has read and understood such report.

I have, this day, examined Federal property report.

Frank L. Jones
BUYER
Kay Mary L. Jones
BUYER
Frank L. Jones, Jr.
BUYER
Kay Mary L. Jones
BUYER
TURKEY MOUNTAIN ESTATES, INC.
Jay L. Jones
SELLER

TURKEY MOUNTAINEERS HOMEOWNERS ASSOCIATION
QUESTIONNAIRE

1. NAME:

Dr. & Mrs. Dwight T. Barcroft
Turkey Mountain Estates
#1
Shell Knob, Missouri 65747

2. ADDRESS:

TELEPHONE NUMBER: 858-6341

3. LOT NUMBER: 7

4. DATE LOT PURCHASED: 1970 I believe.

5. Do you have a home or cabin on your lot? *yes*

a. When did you begin construction? 1970

b. When was construction completed? 1971

c. What date did you hook up to the water system? 1971

6. Did you buy your lot from a salesman? *yes*

a. What was the salesman's name? *Herb McMillen*

b. What date did you first talk to the salesman?

7. What price did you pay for your lot or lots? *5500.00*

8. Do you presently owe any money on the original purchase price of the lot? *No*

9. Do you make your primary residence on your lot? *no*

10. Prior to purchasing the lot, were you told any representations about the utilities? *yes as noted in the circular.*

11. Were any representations made to you about the water system? *It was piped in front of our lot to hook to.*

12. List the names of any salesmen, agents, or owners of the Turkey Mountain development who made any representations to you about the water system. *Herb McMillen.*

13. What were you told would be the charge for water? *25¢ a year.*

14. Were you told that the price of water might change? *no*

15. Did you have any understanding about the number of years the price of water would remain constant? *no*

16. Were you shown any reports made to HUD which dealt with the water system or the price of water? *no*

17. Since you hooked up to the water system, how much have your water bills been? *25¢ a year*

18. Is there any mention of the water rates or system in your purchase contract? *not that I can recall.*

What is stated about the rates? *25¢ a year for water.*

19. Subsequent to signing your contract, were you told by any agent, salesman, or owner anything about the water rates or system?

a. What were you told?

Water is piped in front of your lot & service

b. When?

c. By whom?

20. Attach a copy of the sales contract for your lot to this questionnaire.

21. Were you ever informed of an increase in your water bill from \$25.00 per year to \$50.00 per year?

22. Did you protest the increased rate in any way?

23. How did you make your protest known?

24. Are you retired from full time employment?

25. Do you live on a fixed income?

26. Could you devote a small part of your time each year to operating a water system if the system were owned and operated by the homeowners?

27. What adverse financial consequences would you suffer if your water bills were between \$10.00 and \$20.00 per month?

28. Is the present water system adequate for your use?

29. Have you discussed the water system and rates with any of the developers?

a. With whom?

b. When?

c. What was the substance of the discussion?

30. Use the additional space (or add pages if necessary) for any remarks you have in relation to the water system or the water rates.

TURKEY MOUNTAINEERS HOMEOWNERS ASSOCIATION
QUESTIONNAIRE

1. NAME: TED. Mc NIEH
2. ADDRESS: SHELL KNOB MO 65747
- TELEPHONE NUMBER: NONE
3. LOT NUMBER: 255
4. DATE LOT PURCHASED:
5. Do you have a home or cabin on your lot? YES
- a. When did you begin construction?
- b. When was construction completed?
- c. What date did you hook up to the water system? 9-16-77
6. Did you buy your lot from a salesman? YES
- a. What was the salesman's name? Mr. Heath
- b. What date did you first talk to the salesman?
7. What price did you pay for your lot or lots?
8. Do you presently owe any money on the original purchase price of the lot? NO
9. Do you make your primary residence on your lot? YES
10. Prior to purchasing the lot, were you told any representations about the utilities? NO
11. Were any representations made to you about the water system? NO
12. List the names of any salesmen, agents, or owners of the Turkey Mountain development who made any representations to you about the water system.
13. What were you told would be the charge for water? \$15.00
14. Were you told that the price of water might change? NO
15. Did you have any understanding about the number of years the price of water would remain constant? NO
16. Were you shown any reports made to HUD which dealt with the water system or the price of water? YES
17. Since you hooked up to the water system, how much have your water bills been? \$15.00
18. Is there any mention of the water rates or system in your purchase contract? YES
- What is stated about the rates? \$15.00

19. Subsequent to signing your contract, were you told by any agent, salesman, or owner anything about the water rates or system?

a. What were you told?

b. When?

c. By whom?

20. Attach a copy of the sales contract for your lot to this questionnaire.

21. Were you ever informed of an increase in your water bill from \$25.00 per year to \$50.00 per year? **NO**

22. Did you protest the increased rate in any way? **NO**

23. How did you make your protest known?

24. Are you retired from full time employment? **YES**

25. Do you live on a fixed income? **YES**

26. Could you devote a small part of your time each year to operating a water system if the system were owned and operated by the homeowners? **NO**

27. What adverse financial consequences would you suffer if your water bills were between \$10.00 and \$20.00 per month?

28. Is the present water system adequate for your use? **YES**

29. Have you discussed the water system and rates with any of the developers? **NO**

a. With whom?

b. When?

c. What was the substance of the discussion?

30. Use the additional space (or add pages if necessary) for any remarks you have in relation to the water system or the water rates.

TURKEY MOUNTAINEERS HOMEOWNERS ASSOCIATION
QUESTIONNAIRE

1. NAME: *James C. & Marjorie D. Berflinger*
2. ADDRESS: *P.O. Box 294*
TELEPHONE NUMBER: *858-6505*
3. LOT NUMBER: *10-11*
4. DATE LOT PURCHASED: *April 1976*
5. Do you have a home or cabin on your lot? - *Home*
 - a. When did you begin construction? *March 1976*
 - b. When was construction completed? *January 1976*
 - c. What date did you hook up to the water system? *1976*
6. Did you buy your lot from a salesman? - *First water*
 - a. What was the salesman's name? _____
 - b. What date did you first talk to the salesman? _____
7. What price did you pay for your lot or lots? _____
8. Do you presently owe any money on the original purchase price of the lot? *NO*
9. Do you make your primary residence on your lot? *YES*
10. Prior to purchasing the lot, were you told any representations about the utilities? *YES*
11. Were any representations made to you about the water system?
12. List the names of any salesmen, agents, or owners of the Turkey Mountain development who made any representations to you about the water system.
13. What were you told would be the charge for water? *25.00 per year*
14. Were you told that the price of water might change? *No*
15. Did you have any understanding about the number of years the price of water would remain constant?
16. Were you shown any reports made to HUD which dealt with the water system or the price of water?
17. Since you hooked up to the water system, how much have your water bills been?
18. Is there any mention of the water rates or system in your purchase contract?

What is stated about the rates?

19. Subsequent to signing your contract were you told by any agent, salesman, or owner anything about the water rates or system?

a. What were you told? *\$25.00 per year*

b. When?

c. By whom?

20. Attach a copy of the sales contract for your lot to this questionnaire.

21. Were you ever informed of an increase in your water bill from \$25.00 per year to \$50.00 per year? *No*

22. Did you protest the increased rate in any way? *YES*

23. How did you make your protest known? *ON A PAYMENT*

24. Are you retired from full time employment? *YES*

25. Do you live on a fixed income? *YES*

26. Could you devote a small part of your time each year to operating a water system if the system were owned and operated by the homeowners?

27. What adverse financial consequences would you suffer if your water bills were between \$10.00 and \$20.00 per month?

28. Is the present water system adequate for your use?

29. Have you discussed the water system and rates with any of the developers?

a. With whom?

b. When?

c. What was the substance of the discussion?

30. Use the additional space (or add pages if necessary) for any remarks you have in relation to the water system or the water rates.

TURKEY MOUNTAINEERS HOMEOWNERS ASSOCIATION
QUESTIONNAIRE

1. NAME: *Donall Link*
 2. ADDRESS: *T.M.E. #1 Shell Knob no. 6594*
 - TELEPHONE NUMBER: *858-3346*
 3. LOT NUMBER: *20*
 4. DATE LOT PURCHASED: *Oct. 1973*
 5. Do you have a home or cabin on your lot? *Home*
 - a. When did you begin construction? *Oct. 1973*
 - b. When was construction completed? *May 1974*
 - c. What date did you hook up to the water system? *May 1974*
 6. Did you buy your lot from a salesman? *No - from the original owner*
 - a. What was the salesman's name? *-*
 - b. What date did you first talk to the salesman? *-*
 7. What price did you pay for your lot or lots? *\$6400.00*
 8. Do you presently owe any money on the original purchase price of the lot? *No*
 9. Do you make your primary residence on your lot? *Yes*
 10. Prior to purchasing the lot, were you told any representations about the utilities? *No*
 11. Were any representations made to you about the water system? *No*
 12. List the names of any salesmen, agents, or owners of the Turkey Mountain development who made any representations to you about the water system. *None*
 13. What were you told would be the charge for water? *25.00 per year*
 14. Were you told that the price of water might change? *No*
 15. Did you have any understanding about the number of years the price of water would remain constant? *According to HUD - 25 years*
 16. Were you shown any reports made to HUD which dealt with the water system or the price of water? *Not at time of purchase*
 17. Since you hooked up to the water system, how much have your water bills been? *25.00 until last year - now*
 18. Is there any mention of the water rates or system in your purchase contract? *As second buyer - I have no contract*
- What is stated about the rates? *-*

19. Subsequent to signing your contract, were you told by any agent, salesman, or owner anything about the water rates or system?

a. What were you told?

b. When?

c. By whom?

20. Attach a copy of the sales contract for your lot to this questionnaire. None

21. Were you ever informed of an increase in your water bill from \$25.00 per year to \$50.00 per year? No

22. Did you protest the increased rate in any way? Yes

23. How did you make your protest known? by mail and protest card my check

24. Are you retired from full time employment? Yes

25. Do you live on a fixed income? Yes

26. Could you devote a small part of your time each year to operating a water system if the system were owned and operated by the homeowners? Yes

27. What adverse financial consequences would you suffer if your water bills were between \$10.00 and \$20.00 per month? severe consequences

28. Is the present water system adequate for your use? Yes

29. Have you discussed the water system and rates with any of the developers? No

a. With whom?

b. When?

c. What was the substance of the discussion?

30. Use the additional space (or add pages if necessary) for any remarks you have in relation to the water system or the water rates.

The developers have never communicated with the Home Owners despite numerous requests by our Association to please do so.

TURKEY MOUNTAINEERS HOMEOWNERS ASSOCIATION
QUESTIONNAIRE

1. NAME: Charles U. Carlson
2. ADDRESS: P.O. Box 242 *Shell Knob Mo. 65747*
TELEPHONE NUMBER: 858-6226
3. LOT NUMBER: 189
4. DATE LOT PURCHASED:
5. Do you have a home or cabin on your lot? *yes*
 - a. When did you begin construction? *January 1972*
 - b. When was construction completed? *March 1972 is when we moved in but is still not completed*
 - c. What date did you hook up to the water system? *around March of 1972*
6. Did you buy your lot from a salesman? *yes*
 - a. What was the salesman's name? *Clayd Frasier*
 - b. What date did you first talk to the salesman? *1970*
7. What price did you pay for your lot or lots?
8. Do you presently owe any money on the original purchase price of the lot? *no*
9. Do you make your primary residence on your lot? *yes*
10. Prior to purchasing the lot, were you told any representations about the utilities? *yes that all plumbing was to be underground and that we would have had to*
11. Were any representations made to you about the water system? *Yes were told it would cost 25.00/yr and were to be raised*
12. List the names of any salesmen, agents, or owners of the Turkey Mountain development who made any representations to you about the water system. *Clayd Frasier & Jody Holt both worked for Turkey Mountain Estates*
13. What were you told would be the charge for water? *#25.00/yr and never be raised*
14. Were you told that the price of water might change? *No*
15. Did you have any understanding about the number of years the price of water would remain constant? *They at 25.00/yr and never be raised*
16. Were you shown any reports made to HUD which dealt with the water system or the price of water? *No*
17. Since you hooked up to the water system, how much have your water bills been? *25.00/yr till last year and were raised to 50.00/yr*
18. Is there any mention of the water rates or system in your purchase contract?
What is stated about the rates?

19. Subsequent to signing your contract were you told by any agent, salesman, or owner anything about the water rates or system? *yes*

a. What were you told? *it would be \$25.00/yr and never be raised*

b. When?

c. By whom? *Clare Traeger + Jay Kolt*

- 20. Attach a copy of the sales contract for your lot to this questionnaire.

21. Were you ever informed of an increase in your water bill from \$25.00 per year to \$50.00 per year? *Not until we received the water bill*

22. Did you protest the increased rate in any way? *yes*

23. How did you make your protest known? *by going to the Homeowners meeting + Petition Declaration*

24. Are you retired from full time employment? *yes*

25. Do you live on a fixed income? *yes*

26. Could you devote a small part of your time each year to operating a water system if the system were owned and operated by the homeowners? *yes*

27. What adverse financial consequences would you suffer if your water bills were between \$10.00 and \$20.00 per month? *we could not afford it on our income*

28. Is the present water system adequate for your use? *yes*

29. Have you discussed the water system and rates with any of the developers? *yes*

a. With whom? *cannot remember exactly*

b. When? *last summer*

c. What was the substance of the discussion? *they did not feel it was right and did not feel Turkey Mountain is living up to their agreements*

30. Use the additional space (or add pages if necessary) for any remarks you have in relation to the water system or the water rates.

CONTRACT OF PURCHASE

TURKEY MOUNTAIN ESTATES, INC.

103rd Street BLOCK

Purchaser John H. Smith

Address 103rd Street

City St. Louis

State Mo.

FOR VALUE RECEIVED, I hereby transfer and

assign to John H. Smith

103rd Street Block

St. Louis, Mo.

of 103rd Street

all my right, title and claim

and to the foregoing contract

103rd Street Block

St. Louis, Mo.

I hereby accept the above assignment of the foregoing contract and accept all the conditions of said contract and I also direct that all notices affecting said contract be given by letter addressed to me.

Name John H. Smith

Address 103rd Street

Assignment approved this 10-2-37 day of

Oct

By John H. Smith

Time is of the essence of this contract; and if default is made in any installment when due, the SELLER shall have the right to declare a forfeiture of this contract; and all monies paid hereunder shall be retained by the SELLER as agreed liquidated damages and rent of said property; and it is further agreed that each default in the payment of any subsequent installment shall be a new breach of this contract, and that a failure of the SELLER to exercise its option to declare a forfeiture of this contract at the time of any one default shall not operate to bar its right to exercise its option upon any subsequent default of the BUYER, and all rights of redemption on the part of the BUYER are hereby waived.

Any lot described herein may be used for single family residential purposes, and the dwelling house and all other structures erected on any lot purchased under this contract shall be constructed of material of equal quality as used in FHA and GI construction, and the dwelling house must contain 800 square feet of liveable floor space. No building shall be located nearer to the front of lot line than 25 feet and no building shall be located nearer to any side lot line than 5 feet. All buildings shall be completed as to exterior within one year of the starting date. No noxious or offensive trade activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Mobile home lots in Turkey Mountain Estates East, 2nd Subdivision are as follows: Lots number 169, 170, 171, 172, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302 and 303. These lots may be used for mobile homes with a minimum size of 500 square feet of floor space, or homes with a minimum size of 800 square feet of floor space.

When any improvements are erected on any lot purchased under this contract, the BUYER shall at the same time construct a sanitary septic tank of approved character or provide adequate sewage disposal for the same. Water will be made available to the property line by the developer. All lots shall be kept in a neat and orderly manner free from debris and rubbish, and the SELLER reserves the right to remove any such debris or rubbish if the BUYER refuses to do so and charge the BUYER therefor.

At no cost to the BUYER, the SELLER reserves the right to build and improve roads such as ditching, cuts, fills, grading, surfacing, bridges, and culverts, or any work it deems necessary in constructing and maintaining said roads around and adjacent to said property covered by this contract. The above property is a part of a private land development. Roads have been dedicated and deeded to the County and maintenance performed thereon will be done by them.

SELLER reserves to itself, its successors, and assigns, the perpetual easement under, over and across the said 8 feet of each residential lot and extending back a distance of 10 feet from the front and rear property line of each said lot for the purpose of erecting, constructing, maintaining and operating electric power and telephone lines together with such guy poles, guy wires and anchors as may be deemed advisable by the persons conducting said utility services. SELLER further reserves the right to cut or trim any tree growth or other growth located on said residential lots which may interfere with or menace the construction or operation of the main utility services in the streets or the individual installations to each residential lot.

The SELLER guarantees that all streets will be paved by the developer with an approved asphalt substance. SELLER further states that there is now in existence on the property of the sub-division electricity furnished by Carroll County Electric Co-Op.

In event BUYER shall sell or offer for sale the property described herein, SELLER reserves the right of first option to repurchase property at and for the same price and terms as offered to others and shall have 7 days time to exercise said option. The BUYER shall have the right at any time prior to issuance of his deed to exchange the property described herein at the price paid or at the market price, at time of exchange, for any other property of a higher value, being offered for sale by SELLER, on such price and terms as are being offered to the public.

STATE OF MISSOURI
COUNTY OF BARRY

James Earl Ray

WITNESSETH: That on the terms and conditions herein contained, the SELLER agrees to sell and convey with warranty deed to the BUYER Lot Number 749 B&M in Block No. 749 of TURKEY MOUNTAIN ESTATES, INC., in Barry County, Missouri a plat of said sub-division appearing on record in the Recorder of Deeds' Office in Barry County, Missouri.

Person includes lifetime membership in Cedar Creek

in monthly installments of _____ Dollars (\$_____)

the payments under this contract shall be made to TURKEY MOUNTAIN ESTATES, INC. When the contract is paid, the SELLER shall execute and deliver to the BUYER a warranty deed conveying and property to the BUYER subject to the reservations and restrictions printed on the reverse side which are made a part thereof.

The SELLER agrees to pay all taxes up to and including the year of 19____ on the property covered by this contract. The BUYER shall pay all subsequent taxes against said property promptly as they accrue. If the BUYER fails to do so, the SELLER shall have the right to pay such taxes; and for any amount thus paid the same will be added to the unpaid principal balance.

The BUYER is entitled to the possession of this lot upon the signing of this contract, but no permanent improvements may be placed on said lot unless improvements are paid or until this contract is paid in full.

No assignment or transfer of this contract by the BUYER shall be binding upon the SELLER unless such assignment is endorsed upon this contract and the name and address of the Assignee is furnished to the SELLER and the Assignee signs a written assumption of this contract and agrees to its terms.

The BUYER consents to and agrees to each and all of the conditions and terms of this contract, including the restrictions and covenants set forth on the reverse side hereof, and it is agreed that this contract is to be performed in Barry County, Missouri.

This contract is not binding upon the SELLER until executed by one of its duly authorized officers or agents.

The BUYER agrees that there have been no oral representations, statements, or agreements relied upon in this contract other than the terms and conditions of this sale as herein set out.

A letter addressed to the BUYER at 1201 N. 1st St., No. 55285 shall be considered sufficient notice of declaration of forfeiture of this contract by SELLER.

Executed in triplicate on the day and year first above written.

The purchaser has the option to void this contract if he has not received a property report prepared pursuant to the rules and regulations of the U. S. Department of Housing and Urban Development in advance or at the time of, his signing the contract, and the purchaser can revoke this contract within 48 hours after signing this contract if he did not receive the property report at least 48 hours before signing this contract. This revocation authority shall not apply in the case of a purchaser who has received the property report as to the lot he has purchased in advance of signing this contract, and acknowledges by his signature on this contract that he has made such inspection and that he has read and understood such report.

I have, this day, examined Federal property report.

TURKEY MOUNTAIN ESTATES, INC.

BUYERS

BY _____
SELLER

7/19/54

11. *Journal of the American Medical Association*, 273:1225-1226, 1995

TURKEY MOUNTAINEERS HOMEOWNERS ASSOCIATION
QUESTIONNAIRE

1. NAME: *Lillian Schalk*
2. ADDRESS: *Route 2, Box 131, Owenaville Mo. 65066*
TELEPHONE NUMBER: *314-7-2734*
3. LOT NUMBER: *249 East, 2 N. Sub.*
4. DATE LOT PURCHASED: *13 day of March 1971*
5. Do you have a home or cabin on your lot? *Mobile Home*
 - a. When did you begin construction?
 - b. When was construction completed?
 - c. What date did you hook up to the water system? *June 30, 1974*
6. Did you buy your lot from a salesman? *Yes*
 - a. What was the salesman's name? *Chester T. Craymer*
 - b. What date did you first talk to the salesman? *April*
7. What price did you pay for your lot or lots? *2,495.00*
8. Do you presently owe any money on the original purchase price of the lot? *No*
9. Do you make your primary residence on your lot? *No*
10. Prior to purchasing the lot, were you told any representations about the utilities? *Yes*
11. Were any representations made to you about the water system? *Yes*
12. List the names of any salesman, agents, or owners of the Turkey Mountain development who made any representations to you about the water system. *Mr. Jay Hall*
13. What were you told would be the charge for water? *\$25.00 a year*
14. Were you told that the price of water might change? *No*
15. Did you have any understanding about the number of years the price of water would remain constant? *Yes. As long as I did not sell the lot*
16. Were you shown any reports made to HUD which dealt with the water system or the price of water? *No*
17. Since you hooked up to the water system, how much have your water bills been? *\$25.00 7-1-77*
18. Is there any mention of the water rates or system in your purchase contract? *No*

What is stated about the rates? *\$25.00 a year. By the salesman and HUD report*

19. Subsequent to signing your contract, were you told by any agent, salesman, or owner anything about the water rates or system? *Yes*
- a. What were you told? *The Water Bill, Would be \$25.00 a Year.*
- b. When? *13 day at March 1971*
- c. By whom? *Jay Hall*
20. Attach a copy of the sales contract for your lot to this questionnaire.
21. Were you ever informed of an increase in your water bill from \$25.00 per year to \$50.00 per year? *Yes*
22. Did you protest the increased rate in any way? *Yes*
23. How did you make your protest known? *When I Paid the Bill*
24. Are you retired from full time employment? *Yes*
25. Do you live on a fixed income? *Yes*
26. Could you devote a small part of your time each year to operating a water system if the system were owned and operated by the homeowners?
27. What adverse financial consequences would you suffer if your water bills were between \$10.00 and \$20.00 per month? *I Could Not Pay And Would Have to Move Out.*
28. Is the present water system adequate for your use? *Very Good*
29. Have you discussed the water system and rates with any of the developers? *Write Mr Mitten a letter*
- a. With whom? *Mr. Mitten*
- b. When? *June*
- c. What was the substance of the discussion? *Of the Price of Water And a 20 ft Culvert. Mr Jay Hall told me, Would be Put in my drive way. that went with my lot, It was there*
30. Use the additional space (or add pages if necessary) for any remarks you have in relation to the water system or the water rates. *done*

*We Only use Water About 2 months at the Summer
We live at Owensville Mo.
And use Our Mobile Home When we Come here
To live, When we go Fishing.*

TURKEY MOUNTAINEERS HOMEOWNERS ASSOCIATION
QUESTIONNAIRE

1. NAME: *Gladys D. McFrane*
2. ADDRESS: *Turkey Mt. lots #5 & 6, Knob, Mo., 65747*
TELEPHONE NUMBER: *858-6587*
3. LOT NUMBER: *191 East*
4. DATE LOT PURCHASED: *November 28, 1969*
5. Do you have a home or cabin on your lot? *Home*
 - a. When did you begin construction? *Feb. 1970*
 - b. When was construction completed? *July 1970*
 - c. What date did you hook up to the water system? *Wouldn't know*
6. Did you buy your lot from a salesman? *Yes*
 - a. What was the salesman's name? *John Sullivan*
 - b. What date did you first talk to the salesman? *Nov 29-69*
7. What price did you pay for your lot or lots?
8. Do you presently owe any money on the original purchase price of the lot? *No*
9. Do you make your primary residence on your lot? *Yes*
10. Prior to purchasing the lot, were you told any representations about the utilities? *Electricity to lot - water to the lot*
11. Were any representations made to you about the water system? *Surfaced roads*
12. List the names of any salesman, agents, or owners of the Turkey Mountain development who made any representations to you about the water system. *Water 25.00 per annum*
13. What were you told would be the charge for water? *25.00 quarterly*
14. Were you told that the price of water might change? *Don't re-
member*
15. Did you have any understanding about the number of years the price of water would remain constant? *No*
16. Were you shown any reports made to HUD which dealt with the water system or the price of water? *No*
17. Since you hooked up to the water system, how much have your water bills been? *25.00 - now 5.00 - Jan 1972*
18. Is there any mention of the water rates or system in your purchase contract? *No*
What is stated about the rates?

19. Subsequent to signing your contract were you told by any agent, salesman, or owner anything about the water rates or system?

a. What were you told?

25.00 yearly

b. When?

Time of purchase

c. By whom?

Salesman

20. Attach a copy of the sales contract for your lot to this questionnaire.

21. Were you ever informed of an increase in your water bill from \$25.00 per year to \$50.00 per year? *No*

22. Did you protest the increased rate in any way? *No*

23. How did you make your protest known?

24. Are you retired from full time employment? *Yes*

25. Do you live on a fixed income? *Yes*

26. Could you devote a small part of your time each year to operating a water system if the system were owned and operated by the homeowners? *No*

27. What adverse financial consequences would you suffer if your water bills were between \$10.00 and \$20.00 per month?

I would not know the consequences

28. Is the present water system adequate for your use? *Yes*

29. Have you discussed the water system and rates with any of the developers? *No*

a. With whom?

b. When?

c. What was the substance of the discussion?

30. Use the additional space (or add pages if necessary) for any remarks you have in relation to the water system or the water rates.

1. R.E. AND JUNE BANAKA

2. 10616 OAK KANSAS CITY, MO. 64114

816-942-3280

3. 164 EAST

4. SEPT. 21, 1971

5. MOBILE HOME (HILLCREST 12'X50')

WE PURCHASED LOT AND HOME FROM HUGH TRENT
AND TURKEY MOUNTAIN ESTATES, INC.

IT IS OUR UNDERSTANDING THAT THE MOBILE HOME
WAS PLACED THERE IN 1968 AND THAT THE

TRENTS HOOKED UP TO THE WATER AT THAT TIME.

6. LOT AND HOME PURCHASED FROM HUGH TRENT.

WE PAID BALANCE OF HIS LOAN TO TURKEY MOUNTAIN
ESTATES, INC. FOR THE CLEAR DEED TO LOT 164 EAST.

7. WE PAID \$7500.00 FOR LOT AND HOME.

\$1143.73 TO T.M.E., INC. FOR LOAN BALANCE (LOT)

\$2149.97 TO COMMERCIAL CREDIT FOR LOAN BALANCE (MOBILE HOME)

\$4207.20 TO HUGH TRENT

\$7500.00 TOTAL

8. WE HAVE A LOAN WITH THE CENTER SCHOOL CREDIT UNION

ON THE LOT AND MOBILE HOME

9. No

10. BEFORE PAYMENT OF TRENT'S LOAN BALANCE, WE ASKED
REPRESENTATIVE OF T.M.E., INC. IF WE WERE ENTITLED
TO SAME RATES AND SERVICES AS PER OUR CONTRACT
FOR LOT 40 EAST. WE WERE ASSURED WE WERE -
WATER WOULD BE \$25.00 PER YEAR EVEN THOUGH WE
DON'T LIVE THERE FULL TIME.

12. CAN NOT IDENTIFY MAN WHICH MADE STATEMENT TO QUESTION #10 - BUT BELIEVE IT TO BE KEN HAMILTON

13. YES

14. NO

15. NO

16. NO

17. \$25.00 PER YEAR EXCEPT FOR THE PAST TWO BILLS.
\$50.00 FOR JULY 1, 1977 TO JUNE 30, 1978
\$25.00 FOR JULY 1, 1978 TO DEC 30, 1978 - 2 MARKED RATES
SUBJECT TO CHANGE PER PSC RULING.

18. NO

19. YES. WATER RATES WOULD BE \$25.00 PER YEAR BEFORE WE DELIVERED \$1143.73 CHECK TO T.M.E. INC. FOR LOAN BALANCE

C. CAN NOT IDENTIFY - BELIEVE IT TO BE KEN HAMILTON

20. NOT AVAILABLE - SEE COPY OF CHECK TO HUBBARD T.M.E., Inc.

21. ONLY BY BILLING STATEMENT WITH NO EXPLANATION

22. YES

23. WRITTEN ON CHECK THAT THE ADDITIONAL \$25.00 WAS BEING PAID IN PROTEST. (\$25.00 FOR JULY 1, 1978 TO DEC 30, 1978)

24. NO

25. NO

26. UPON RETIREMENT - YES

27. NONE - JUST TIGHTEN OUR BELTS A LITTLE MORE

28. YES

29. NO

TURKEY MOUNTAINEERS HOMEOWNERS ASSOCIATION
QUESTIONNAIRE

1. NAME: JANE M. HURST
2. ADDRESS: 1205 GAMON RD - WHEATON ILL.
TELEPHONE NUMBER: 312-668-8060
3. LOT NUMBER: 138-139 EAST
4. DATE LOT PURCHASED: 11-16-69
5. Do you have a home or cabin on your lot? - HOME!
 - a. When did you begin construction? 1970
 - b. When was construction completed? 1970
 - c. What date did you hook up to the water system? April - 71
6. Did you buy your lot from a salesman? yes
 - a. What was the salesman's name? JAY HOLT
 - b. What date did you first talk to the salesman? - 11-16-69
7. What price did you pay for your lot or lots? \$ 4,225.00
8. Do you presently owe any money on the original purchase price of the lot? no
9. Do you make your primary residence on your lot? no
10. Prior to purchasing the lot, were you told any representations about the utilities? water & electricity were in
11. Were any representations made to you about the water system? yes
12. List the names of any salesmen, agents, or owners of the Turkey Mountain development who made any representations to you about the water system. Jay Holt
13. What were you told would be the charge for water? small amount
14. Were you told that the price of water might change? no
15. Did you have any understanding about the number of years the price of water would remain constant? no
16. Were you shown any reports made to HUD which dealt with the water system or the price of water? no
17. Since you hooked up to the water system, how much have your water bills been? \$ 25.00 range
18. Is there any mention of the water rates or system in your purchase contract? no

What is stated about the rates?

none

19. Subsequent to signing your contract, were you told by any agent, salesman, or owner anything about the water rates or system? *yes*

a. What were you told?

There is plenty of water & rates are very little

b. When? - *1969*

c. By whom? *Gay Holt*

20. Attach a copy of the sales contract for your lot to this questionnaire.

21. Were you ever informed of an increase in your water bill from \$25.00 per year to \$50.00 per year? *no*

22. Did you protest the increased rate in any way? *yes*

23. How did you make your protest known?

at a meeting

24. Are you retired from full time employment? *yes*

25. Do you live on a fixed income? *yes*

26. Could you devote a small part of your time each year to operating a water system if the system were owned and operated by the homeowners? *yes*

27. What adverse financial consequences would you suffer if your water bills were between \$10.00 and \$20.00 per month?
I couldn't afford it.

28. Is the present water system adequate for your use? *yes*

29. Have you discussed the water system and rates with any of the developers? *yes*

a. With whom?

b. When? *at the meeting*

c. What was the substance of the discussion?

Didn't get very far

30. Use the additional space (or add pages if necessary) for any remarks you have in relation to the water system or the water rates.

Water, or any utilities are very important at T.M. with so many retired people here living on fixed income. If the people are informed & get a chance to discuss the rates & be able to work it into their income, & have some say about it.

Jane M. Hurst

CONTRACT OF PURCHASE

STATE OF MINNESOTA
COUNTY OF BARRY

THIS AGREEMENT, made and entered into this 18th day of November 1962, by and between TURKEY MOUNTAIN ESTATES, INC. a corporation, with its office being situated at Shell Beach, Wisconsin, hereinafter referred to as the SELLER,

and Ray B. Hunt/and James M. Hunt

of the county of DePue State of Illinois
hereinafter referred to as BUYER.

WITNESSETH: That on the terms and conditions herein contained, the SELLER agrees to sell and convey by warranty deed to the BUYER Lot Number 128 in Block No. East of TURKEY MOUNTAIN ESTATES, INC., in Barry County, Wisconsin a plot of said sub - division appearing on record in the Recorder of Deeds' Office in Barry County, Wisconsin.

Lifetime membership in Cedar Creek Country Club

Lot 128 East \$1,195.00

Less Adv. Voucher 900.00

The BUYER agrees to purchase said property and pay therefor the sum of Dollars (\$ 4,225.00)

payable by the BUYER to the SELLER at the office in Shell Beach, Wisconsin, or its assigns, as follows:

on execution of this contract, receipt whereof is hereby acknowledged and the balance of Dollars (\$ N/A)

in monthly installments of Dollars (\$ N/A)

or more on or before the day of 18 and the same amount or more in monthly payments thereafter continuously without default until the principal and interest are fully paid with the interest at the rate of 8% per annum, payable quarterly, together with a late charge in the amount of one dollar for each payment paid more than nine days late.

All payments under this contract shall be made to TURKEY MOUNTAIN ESTATES, INC. When the contract is fully paid, the SELLER shall execute and deliver to the BUYER a warranty deed conveying said property to the BUYER subject to the covenants and restrictions printed on the reverse side which are made a part hereof.

Time is of the essence of this contract, and if default is made in any installment when due, the SELLER shall have the right to declare a forfeiture of this contract, and all monies paid hereunder shall be retained by the SELLER as agreed liquidated damages and not of real property, and it is further agreed that each default in the payment of any subsequent installment shall be a new breach of this contract, and that a failure of the SELLER to exercise its option to declare a forfeiture of this contract at the time of any one default shall not operate to bar its right to exercise its option upon any subsequent default of the BUYER, and all rights of redemption on the part of the BUYER are hereby waived.

The SELLER agrees to pay all taxes up to and including the year of 60 on the property covered by this contract. The BUYER shall pay all subsequent taxes against said property promptly as they accrue. If the BUYER fails to do so, the SELLER shall have the right to pay such taxes, and for any amount thus paid, the same will be added to the unpaid principal balance.

The BUYER is entitled to the possession of this lot upon the signing of this contract, but no permanent improvements may be placed on said lot unless improvements are paid or until this contract is paid in full.

No assignment or transfer of this contract by the BUYER shall be binding upon the SELLER unless such assignment is endorsed upon this contract and the name and address of the Assignee is furnished to the SELLER and the Assignee signs a written assumption of this contract and agrees to its terms.

The BUYER covenants to and agrees to each and all of the conditions and terms of this contract, including the covenants and conditions set forth on the reverse side hereof, and it is agreed that this contract is to be performed in Barry County, Wisconsin.

This contract is not binding upon the SELLER until countersigned by one of its duly authorized officers or agents.

The BUYER agrees that there have been no oral representations, statements, or agreements relied upon in this contract other than the terms and conditions of this sale as herein set out.

A letter addressed to the BUYER at 1205 Chamon Rd., Wheaton, Ill. 60187 shall be considered sufficient notice of discharge of obligation of this contract by SELLER.

Executed in conformity to the day and year first above written.

Ray B. Hunt
James M. Hunt
BUYER

TURKEY MOUNTAIN ESTATES, INC.

Jay Holt
SELLER

WITNESSES

TURKEY MOUNTAIN HOMEOWNERS ASSOCIATION
QUESTIONNAIRE

1. NAME: Mr. & Mrs. M. J. Markey
2. ADDRESS: Turkey Mt. Est. #1, Shell Knob, Mo. 65747
TELEPHONE NUMBER: 858-6120
3. LOT NUMBER: 3 East
4. DATE LOT PURCHASED: Sept. 10, 1968
5. Do you have a home or cabin on your lot? *home*
 - a. When did you begin construction? *June 1972*
 - b. When was construction completed? *Sept. 1972*
 - c. What date did you hook up to the water system?
6. Did you buy your lot from a salesman? *yes*
 - a. What was the salesman's name? *Joe Mitchell - William Randolph*
 - b. What date did you first talk to the salesman? *Sept. 10 - 1968*
7. What price did you pay for your lot or lots? *\$5185.00*
8. Do you presently owe any money on the original purchase price of the lot? *no*
9. Do you make your primary residence on your lot? *yes*
10. Prior to purchasing the lot, were you told any representations about the utilities? *yes*
11. Were any representations made to you about the water system? *yes*
12. List the names of any salesmen, agents, or owners of the Turkey Mountain development who made any representations to you about the water system.
Joe Mitchell and William Randolph
13. What were you told would be the charge for water? *\$8.00 a year*
14. Were you told that the price of water might change? *no*
15. Did you have any understanding about the number of years the price of water would remain constant? *no*
16. Were you shown any reports made to HUD which dealt with the water system or the price of water? *no*
17. Since you hooked up to the water system, how much have your water bills been? *\$38.00 a year until 1977 - then \$50.00 for 1977*
18. Is there any mention of the water rates or system in your purchase contract? *Water to be brought up to lot.*
What is stated about the rates?
no rates stated

19. Subsequent to signing your contract were you told by any agent, salesman, or owner anything about the water rates or system? *Yes*
- a. What were you told? *Water furnished by T.M.E. and would be brought up to our lot for \$25.00 per year*
- b. When? *Sept. 1968*
- c. By whom? *Joe Mitchell + William Randolph*
20. Attach a copy of the sales contract for your lot to this questionnaire.
21. Were you ever informed of an increase in your water bill from \$25.00 per year to \$50.00 per year?
Yes thru water bill,
22. Did you protest the increased rate in any way?
23. How did you make your protest known? *Paid \$50.00 by check with (under protest) written on check*
24. Are you retired from full time employment? *yes*
25. Do you live on a fixed income? *yes*
26. Could you devote a small part of your time each year to operating a water system if the system were owned and operated by the homeowners? *no,*
27. What adverse financial consequences would you suffer if your water bills were between \$10.00 and \$20.00 per month? *Less to live on*
28. Is the present water system adequate for your use? *yes.*
29. Have you discussed the water system and rates with any of the developers? *no.*
- a. With whom?
- b. When?
- c. What was the substance of the discussion?
30. Use the additional space (or add pages if necessary) for any remarks you have in relation to the water system or the water rates.

STATE OF MISSISSIPPI
COUNTY OF JASPER

and M. S. and C. S. by Henry

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

biochemical pathway for the synthesis of

BY AGREEMENT: That on the terms and conditions herein contained, the SELLER agrees to sell and convey by warranty deed to the BUYER Lot Number 3 in Block No. Eight of
TOWN OF MOUNTAIN ESTATE, INC., in Barry County, Missouri a plan of said plat - (shown appended as
found in the Recorder of Deeds Office in Barry County, Missouri.

Net Price of Lot No. 3 \$1295.00

Page Advertising Voucher No. 444 \$500.00

Less 10 percent discount for ERM component	\$70.00
--------------------------------------------	---------

4. Water, Sewing, Electric and Power to lot \$51.25.00

at no cost or expense to buyer.

9. \$250.00 Lifetime Membership in Turkey Mountain Ski Club
 dues sent to Irving, C. No interest will be charged if one

could be full within 12 months, but, said Dave,

Residence: 4781.0

an examination of this document, provided whenever it is being introduced and the relation of

As recorded by the auditor of the _____ Dollars \$ 31.00

on or before the 10th day of Oct., 1968, and the same amount or more in two
monthly installments immediately without default until the principal and interest are fully paid with in
at the rate of \$1.00 per annum, payable annually, together with a late charge in the amount of one
each payment paid more than thirty days late.

3. All payments under this contract shall be made to: **FRANKLYN WORTH, JR. INC.** (hereinafter as fully paid, the **SUCCESSOR**) and author to the **ENTER** a company and company to the **ENTER** subject to the provisions and restrictions stated in the contract and in a book bound.

[illegible]

The CHAIRMAN agrees to give all made up to and including the year of 1949, on the property this contract. The BUYER shall pay all outcroppings before granted and properly processing as they are located. In the future to do so, the CHAIRMAN shall have the right to pay each lease, and the said amount the same will be added to the annual production balance.

The SECRET is certified by the commander of this lot, upon the signing of this statement, that no communications have been placed on this lot and system improvements are pending and that no action is pending.

The assignment or transfer of this contract by the CONTRACTOR shall be binding upon the UNITED STATES GOVERNMENT. The assignment or transfer of this contract and the name and address of the Assignee to be furnished to the CONTRACTOR, in writing, by the UNITED STATES GOVERNMENT.

The parties agree to and warrant to each and all of the conditions and terms of this contract, the conditions and covenants set forth on the reverse side hereof, and it is agreed that this contract shall be deemed to have been made.

10. This contract is not binding upon the AIRCRAFT until completion by use of the daily withdrawal

The BUYER agrees that there have been no oral representations, statements, or agreements in the contract other than the terms and conditions of this sale as herein set out.

A better alternative to the 2017 IRS at 200 Vermont Avenue, N.E.,
Washington, D.C. 20002-4242, is to contact the IRS at 1-800-829-1040.

Worked in restaurants on the day and just lost some weight.

WILLIAMSON ENGINEERING, INC.

100

J. A. R.

Adelphiopsis

1998

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

2000年 2月 20日 星期日

www.elsevier.com/locate/jmb

1993-1994

CERTIFICATE OF PURCHASE
SUNBELT MOUNTAIN RESORTS, INC.

DATE _____

ADDRESS _____

ADDRESS _____

ADDRESS _____

ADDRESS _____

ADDRESS _____

ADDRESS _____

ADDRESS _____

ADDRESS _____

ADDRESS _____

ADDRESS _____

ADDRESS _____

Any lot described herein may be used for single family residential purposes, and the dwelling house and all other structures erected on any lot purchased under this contract shall be constructed of material of equal quality as used in PMA and CA subdivisions, and the dwelling house must contain one square foot of finished floor space. No building shall be erected closer to the front of lot than 25 feet and no building shall be erected closer to any side lot line than 5 feet. All buildings shall be completed so as to occupy within one year of the closing date. The purchaser shall be obligated to complete the lot within one year or shall forfeit the down payment which may be or become an assignment or advance to the neighborhood.

When any improvements are erected on any lot purchased under this contract, the BUYER shall at the same time construct a sanitary sewer line of approved character or provide adequate sewage disposal for the same. All lots shall be kept in a neat and orderly manner free from weeds and rubbish, and the SELLER reserves the right to remove any such debris or rubbish if the BUYER refuses to do so and charge the BUYER therefor.

As to use of the LOT, the SELLER reserves the right to build and improve roads such as ditching, water, fire, grading, drainage, bridges, and culverts, or any work it deems necessary in constructing and maintaining said roads and to remove or sell property owned by the contract. The above property is a part of a private road development. Roads have been dedicated and ceded to the County and maintenance thereon will be done by them.

SELLER covenants to itself, its successors, and assigns, the perpetual easement under, over and across the said lot of each residential lot and adjoining lots a distance of 25 feet from the front and rear property line of each lot for the purpose of installing, constructing, maintaining and operating electric power and telephone lines together with such poles, guy wires and anchors as may be deemed advisable by the person conducting said utility services. SELLER further reserves the right to cut or trim any tree growth or other growth located on said residential lots which may obstruct or interfere with the construction or operation of the said utility services in the streets or the authorized easements in each residential lot.

The SELLER guarantees that all streets will be paved by the developer with an approved asphalt sub-base. SELLER further states that there is now in existence on the property of the subdivision a deed of dedication by Carroll County Electric Co. Co.

In event BUYER shall sell or offer for sale the property described herein, SELLER reserves the right of first refusal to repurchase property at and for the same price and terms as offered to others and shall have 7 days from its exercise said option. The BUYER shall have the right at any time prior to expiration of his term to exercise the property described herein at the price paid or at the market price, at time of exercise, for any other property of a higher value, being offered for sale by SELLER, on such price and terms as are being offered to the public.