

# REAL ESTATE AGREEMENT

FILED  
NOV 21 2007

AGREEMENT made this 13<sup>th</sup> day of August 2002, between Edmund P Stoney & JoAnne Stoney and Allen Schollmeyer & Sandra Schollmeyer

Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the following described real estate, to-wit:

The following lots in The Devil Valley Lake Development. (Plat Attached) Lots 80 & 81, 103, 104, 105, 106, 107. Legal description to further govern. Sellers agree to allow buyers to join Devil Valley Lake Assoc on or before buyers build on any of these lots

for the sum of \$ \$142,000, payable as follows: (a) On execution of agreement \$ \$5,000 receipt of which is acknowledged by Seller, Deposited with None, agent for seller and procuring cause of sale.  
(b) Balance \$137,000

Seller shall, when called upon, deliver to Buyer an abstract of title prepared by a competent abstractor, certified to date, showing merchantable title. Buyer shall have 15<sup>th</sup> days to examine the abstract after delivery and shall specify any objections to the title in writing, a written copy of objections to be delivered to None, at Jefferson City, Missouri and all defects not so noted, except liens of record shall be deemed waived. Seller shall correct defects, if any, within a reasonable time, but in case such defects cannot be corrected before date of closing, Seller shall deposit a sufficient sum in escrow to correct said defects.

Seller shall deliver to Buyer a deed containing the usual and customary warranties on the 15<sup>th</sup> day of October 2002. Possession shall be given Buyer on the 15<sup>th</sup> day of October 2002.

Taxes falling due in the year 2001 and all prior years to be paid by Seller and Taxes falling due in the year 2002, shall be prorated

In the event that any of the buildings located on said premises are damaged or destroyed by fire or other casualty, all insurance thereon shall either be payable to Buyer or deducted from the purchase price, or at the option of the Buyer this agreement shall become null and void and the amount paid by Buyer shall be returned to him.

Buyers agree not to sell lots or build on lots for five years from above date unless sellers agree in writing. Sellers to pave street 20' wide and install all utilities. Buyers agree that the Devil Valley Entrance construction is on a part of lot 81 and will give an ingress and egress to maintain same and keep structure as is. Homes to be built on these lots will not be less than 1950 sqft with a 2 car attached garage.

This agreement shall be binding upon and shall inure to the benefit of the heirs, administrators and assigns of the parties hereto.

Seller Edmund P Stoney

Buyer Allen R Schollmeyer

Seller JoAnne Stoney

Buyer Sandra Schollmeyer

Date 8-18-07 Time None

Date 8-18-07 Time None

Listing Office NINC

Selling Office None

Sales Agent Petitioners

PETITIONER'S  
EXHIBIT

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Exhibit No. 4

Case No(s). WC-2007-0303

Date 10-29-07 Rptr pas