

end of a time period fall on a legal holiday, that termination time shall extend to 5:00 p.m. of the next full business day.

30. **MERGER CLAUSE:** These terms are intended by the parties as a complete, conclusive and final expression of all the conditions of their Contract. No other promises, statements, warranties, agreements or understandings, oral or written, made prior to or at the signing thereof, shall be binding unless in writing and signed by all parties and attached hereto.
31. **PERSONS BOUND-COPIES:** This Contract shall extend to and bind the heirs, executors, administrators, successors and assigns of the parties hereto, and may be executed in any number of counterparts, each of which shall be deemed an original, or in multiple originals, and all such counterparts or originals shall, for all purposes, constitute one agreement.
32. **LEGAL AND TAX COUNSELING:** Both parties acknowledge the opportunity to obtain legal and tax counseling to review this Contract.
33. **FACSIMILE:** For purposes of this document and any addenda, attachments or amendments thereto, BUYER and SELLER agree to accept facsimile (FAX) signatures and initials as originals.
34. **MARKETING INSTRUCTIONS:** BUYER and SELLER agree that SELLER, at SELLER'S option, may continue to market this Property for sale and may accept other contracts, so long as those contracts shall be subordinate to this Contract.
35. **ATTACHMENTS:** The following items have been addressed, attached and incorporated into this Contract:

| | |
|--|---|
| <input type="checkbox"/> Condominium/Townhouse Attachment | <input type="checkbox"/> Flood Plain Attachment |
| <input type="checkbox"/> FHA Attachment | <input type="checkbox"/> Plans-Specifications |
| <input type="checkbox"/> VA Attachment | <input type="checkbox"/> Environmental Disclosures |
| <input checked="" type="checkbox"/> Sale of Residence Contingency(Below) | <input type="checkbox"/> Dual Agency Addendum |
| <input type="checkbox"/> Lead Paint Disclosure (prior to 1978) | <input checked="" type="checkbox"/> Installment Contract Addendum |

36. **SUPPLEMENTAL INFORMATION:** The parties acknowledge receipt of the following documented information:

| | |
|--|---|
| <input type="checkbox"/> Plat | <input type="checkbox"/> Covenants/Restrictions |
| <input type="checkbox"/> HOA Information | <input checked="" type="checkbox"/> Builder/New Construction Warranty |
| <input type="checkbox"/> | <input type="checkbox"/> |

37. **SPECIAL PROVISIONS:**

A. Hedges Realty Executives is an Independent franchise of Realty Executives International, Inc., and is solely responsible for its own debts and liabilities and Realty Executives International, Inc. is not responsible for the acts, liabilities or debts of this broker.

B. It is understood and agreed between the Parties that this Contract is contingent upon the following:

1. That Seller, at Seller's expense, will erect a wood privacy fence of approximately two hundred (200) lineal feet at a cost not to exceed Two Thousand Four Hundred Dollars (\$2,400.00).
2. Buyers being able to successfully close on their current resident located at 739 Southwest 800 Road, Holden, Missouri 64040.
3. If the subject property is subject to any mortgages or liens, then all Parties agree that the payment due on said mortgage or lien shall be disbursed by the Douglas County Title Company, and any excess amount shall be paid by Douglas County Title, directly to Seller, as per Escrow Agreement.

Seller's Initial and Date _____

Seller's Initial and Date _____

Buyer's Initial and Date

Buyer's Initial and Date _____

AWI 9/17