



This document has legal consequences. If you do not understand it, consult your attorney.

Contract Conditions

(Only those paragraphs which are completed shall be applicable.)

The use of any capitalized terms not otherwise defined herein shall be given the same meaning as set forth in the Contract to which this Rider is attached and incorporated. To the extent not specifically amended hereby, the terms and conditions of the Contract shall remain in full force and effect; provided, however, that in the event of any inconsistency between the terms set forth herein and the terms set forth in the Contract, the terms set forth herein shall control. Upon termination of this Contract pursuant to any of the events described below, the Earnest Money shall be returned to Buyer, subject to the terms of the Contract.

A. SALE OF OTHER PROPERTY. Buyer's performance under this Contract shall be conditioned upon the sale and the closing of such sale of Buyer's existing property located at (Address) (City/State), on or before 20. If the closing of such sale is not timely completed, through no fault of Buyer, then this Contract shall terminate, at Buyer's option, by delivering written Notice to Seller.

(1) Seller shall have the right to terminate this Contract by giving Buyer hours' prior written Notice at any time. The Notice time period will commence when Seller's written Notice has been delivered. The termination shall be effective automatically unless, within the above-specified time period after delivery of such Notice, Buyer shall notify Seller in writing that Buyer will complete the purchase of the Property even though the condition in paragraph A has not been fulfilled. Buyer's response Notice must include one of the following: (a) a copy of a contract for the sale of Buyer's existing property described above, with a closing scheduled on or before the Closing date herein, (b) a written statement from Buyer's lender indicating that Buyer qualifies for a loan sufficient to close without having to sell Buyer's existing property, or (c) a written verification from a depository confirming that Buyer has available funds on deposit equal to or greater than the purchase price herein.

(2) In the event of removal of this condition based on Seller delivering Notice as outlined in subparagraph (1) above, Buyer shall close on or before the Closing date scheduled in this Contract. In addition, if this Contract contains a financing condition, after removal of this condition, then Buyer may not rely on an existing property sale condition in Buyer's loan commitment to terminate this Contract.

(3) The time frames set forth in paragraphs 5, 6 and 7 of the Contract shall begin to run as of the earlier of the date Buyer: (a) contracts to sell Buyer's existing property to a third-party, or (b) delivers written Notice to Seller waiving this condition.

(Check if applies) Buyer's existing property is now under contract to sell. The referenced timeframes begin immediately.

B. APPRAISAL. Buyer's performance under this Contract shall be conditioned upon the Property appraising at an appraised value not less than the Purchase Price, by an appraiser selected by Buyer (or Buyer's lender if this Contract is conditioned on financing). Should the appraised value not equal or exceed the Purchase Price, and if Buyer desires to act on this condition, then Buyer shall deliver a copy of the appraisal to Seller within two (2) days after it is available to Buyer, but not later than: (1) days (fifteen [15] days if none stated) after the Effective Date if this Contract is not conditioned upon financing; or (2) by the Loan Commitment Date specified at Section 5 if this Contract is conditioned upon financing. If Buyer does not timely deliver the appraisal to Seller, then this condition shall be deemed to have been waived by Buyer. If Seller does not agree, by delivering written Notice to Buyer, to adjust the Purchase Price to the appraised value within days (5 days if none stated) after delivery of the appraisal to Seller, then Buyer, at his option, may terminate this Contract by delivering written Notice to Seller within days (2 days if none stated) following the aforementioned deadline for Seller's response. If the Purchase Price is reduced as a result of the appraisal, then the loan amount in Buyer's financing condition (if any) shall be proportionately reduced.

C. TERMINATION OF SELLER'S PREVIOUS CONTRACT (BACK-UP CONTRACT). Seller has entered into a previous contract to sell the Property. Performance under this back-up Contract (between the undersigned Buyer and Seller) is conditioned upon the termination of the previous contract, as evidenced by a written release signed by all parties to the previous contract or by a waiver as set forth below. This condition will not limit Seller's discretion to amend the terms of the previous contract. In any event, upon the closing of the previous contract, this back-up Contract will automatically terminate. Until such time as Buyer has received delivery of a fully executed written release of Seller's previous contract, or a written waiver by Seller of this condition, Buyer shall have the right to terminate this back-up Contract by delivering to Seller written Notice thereof. If Seller elects to waive this condition without a written release signed by all parties to the previous contract, then the waiver is to be submitted to the undersigned Buyer together with all pertinent documents evidencing the failure of said previous contract. Buyer shall then have 24 hours after delivery from Seller of the waiver and documents in which to declare, in a writing to be delivered to Seller, that Buyer has elected to terminate this back-up Contract, or Buyer's right to so terminate this back-up Contract shall be deemed waived. All time periods set forth in paragraphs 5, 6 and 7 of this back-up Contract shall commence as of the time that Buyer has received delivery of the fully executed written release from Seller's previous contract or Seller's waiver of this condition.

D. REVIEW OF FARM PROGRAMS. Buyer's performance under this Contract shall be conditioned on Buyer's satisfaction with any federal, state or local government farm programs applicable to the Property. Within days after the Effective Date, Buyer, at Buyer's option and expense, has the right to contact the local Farm Service Agency and/or other applicable governmental entity to be advised of all programs the Property has been enrolled in (or qualifies for), and to be made aware of any potential restrictions on the Property by reason of such programs. Should any such restrictions not be acceptable to Buyer, Buyer shall, within said time period, notify Seller, in writing, of nonacceptability (specifying the unacceptable restriction(s)) and this Contract shall be deemed to be automatically terminated.

Buyer's Initials

Seller's Initials

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