



Counter Offer # 1

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

1 This Counter Offer is part of an offer to buy or sell the Property. Carefully read its terms and those of any
2 additional documents referenced herein as part of this Counter Offer.

3 Any acceptable terms set forth in a previous Counter Offer must be included in this Counter Offer along
4 with any new proposed changes. Only the terms contained in this Counter Offer, together with the
5 remaining unchanged terms of the Contract (including any other addenda or riders attached thereto),
6 constitute the new offer. THE TERMS OF ANY PREVIOUSLY REJECTED COUNTER OFFER, IF NOT SET
7 FORTH HEREIN, SHALL NOT BECOME A PART OF THE FINAL AGREEMENT BETWEEN THE PARTIES.

8 1. COUNTER OFFEROR. This Counter Offer is originated by (check one): [X] Seller [ ] Buyer ("Counter Offeror")

9 2. PARTIES/PROPERTY. This Counter Offer between the parties concerns the Property described below.

10 Seller: Mark D. & Denise C. Hedges

11 Buyer: Jeremy B. & Sara K. Jahn

12 Property commonly described as: 305 Deer Run Nevada, Mo 64772

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16 3. CHANGED TERMS. Acceptance of the above-described Contract is subject to the following changed
17 agreements and/or contingencies/conditions (only terms that are changing from the original Contract should be
18 specified):

19 (a) Purchase price shall be 225,000.00

20 (b) Earnest Money deposit shall be 1,000.00

21 (c) Closing date shall be 12/31/2009

22 Check the following (d-e) only if applicable:

23 (d) [ ] MSC-2010 - Financing Agreements, changed as follows (Note: MSC-2010 is not applicable to
24 COM-2000 unless a government sponsored loan is involved):

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33 (e) [ ] MSC-2020 - Contract Conditions, changed as follows:

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42 (f) Other agreements or contingencies/conditions (specify form no. and caption, if applicable):  
43 See special agreements of contract...other items included in sale kitchen table & all chairs plus leaf, entry table  
44 & mirror plus boys baseball chair & ottoman.  
45 \_\_\_\_\_  
46 \_\_\_\_\_  
47 \_\_\_\_\_  
48 \_\_\_\_\_  
49 \_\_\_\_\_

50 **4. TIME FOR ACCEPTANCE.** This Counter Offer must be accepted by the Counter-Offeree, by signing and  
51 delivering a fully executed copy to Counter-Offeree, on or before \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_  
52 \_\_\_\_\_ m. (the "**Acceptance Deadline**"); otherwise, it shall be considered withdrawn. Except as modified above  
53 in this Counter Offer, the parties accept and agree to all terms and conditions of the above Contract, all of  
54 which are hereby fully incorporated herein by this reference. The use of any capitalized terms not otherwise  
55 defined herein shall be given the same meaning as set forth in the Contract. In the event of any inconsistency  
56 between the terms set forth herein and the terms set forth in the Contract, the terms set forth herein shall  
57 control. Until this Counter Offer has been accepted, the parties understand that Counter-Offeree may  
58 withdraw this Counter Offer to buy or sell the Property, by delivering written Notice thereof to Counter-Offeree.

59 \_\_\_\_\_ **Date** \_\_\_\_\_

60 **Signature of Counter-Offeree** (Check one (1) below, as applicable)

61 \_\_\_\_\_ Seller \_\_\_\_\_ Buyer ("**Counter-Offeree**")

62 \_\_\_\_\_ **Date** \_\_\_\_\_

63 **Signature of Counter-Offeree** (Check one (1) below, as applicable)

64 \_\_\_\_\_ Seller \_\_\_\_\_ Buyer ("**Counter-Offeree**")

65 **5. ACCEPTANCE/ REJECTION OF (OR NEW) COUNTER OFFER. (sign or initial as applicable)**

66 **Accept.** By signing below, the undersigned (the "**Counter-Offeree**") agree to the modification(s) or additional  
67 term(s) and condition(s) contained in this Counter Offer, and hereby **accept** the Contract, as modified by this  
68 Counter Offer, including all attached documents (if any), and acknowledge receipt of a copy hereof.

69 \_\_\_\_\_ **Date** \_\_\_\_\_ **Time** \_\_\_\_\_ .m.

70 **Signature of Counter-Offeree** (Check one (1) below, as applicable)

71 \_\_\_\_\_ Seller  Buyer (**Counter-Offeree**)

72 \_\_\_\_\_ **Date** \_\_\_\_\_ **Time** \_\_\_\_\_ .m.

73 **Signature of Counter-Offeree**

74 \_\_\_\_\_ Seller  Buyer (**Counter-Offeree**)

75 **Reject or New Counter Offer.** By initialing below, the Counter-Offeree(s) do not agree to the modification(s) or  
76 additional term(s) and condition(s) contained in this Counter Offer, but either reject the same or make a new  
77 Counter Offer (initial one, as applicable).

78 \_\_\_\_\_ **Reject (Initial).** Counter-Offeree(s) **reject** this Counter Offer, and acknowledge receipt of a  
79 copy hereof.

80 \_\_\_\_\_ **New Counter Offer (Initial).** Counter-Offeree(s) acknowledge receipt of a copy hereof and  
81 hereby make a new Counter Offer. Counter Offer # \_\_\_\_\_, which amends the terms of the Contract, is  
82 attached and incorporated into the Contract.

Approved by legal counsel for use exclusively by members of the Missouri Association of Realtors, P. O. Box 1327, Columbia, Missouri 65205. No warranty is made or implied as to the legal validity or adequacy of this Counter Offer, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Counter Offer be made. Last Revised 12/31/07. ©2006 Missouri Association of Realtors