



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): Seller Buyer ("Counter Offeror")

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

10 Seller: Michael & Deanna Novak

11 Buyer: Jim L. & Carol J. Durbin

12 Property commonly described as: 920 Briarwood Nevada, Mo 64772

13 _____
14 _____
15 _____

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 115,000.00

20 (b) Earnest Money deposit shall be 500.00

21 (c) Closing date shall be 1/15/2010

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*):

25 _____
26 _____
27 _____
28 _____
29 _____
30 _____
31 _____
32 _____

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

34 _____
35 _____
36 _____
37 _____
38 _____
39 _____
40 _____
41 _____

42 (f) Other agreements or contingencies/conditions (specify form no. and caption, if applicable):
43 _____
44 _____
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52 _____ m. (the "**Acceptance Deadline**"); otherwise, it shall be considered withdrawn.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