

## CLOSING INFORMATION

**Transaction Information:**

Sales Price	Property Address	Closing Date
\$ 385,000	1425 Warren Ave.	o/b 10/1
Legal Description: See Purchase Contract		

**Seller Information:**

Seller Legal Name	Kenneth C. and Barbara J. Talmadge
1 <sup>st</sup> Mortgage Pay-off To	Missing
Deed Preparation - YES	Abstract - No

**Buyer Information:**

Buyer Legal Name	Douglas McArthur Wheeler Jr. and Kathleen Marie Wheeler
Taking Title As H/W	

**Lender Information:**

Lender : First Federal	Contact: Stephanie A. Phone/Email:
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**Broker Information:**

Listing Office	Carroll Realty Co.	Agent: David Phone: 672-8911
Selling Office	CRC	Agent: Liz Phone: 672-8911
Commission CRC 4%		
Notes:		

**SELLER - 1031 Deferred Exchange – NO**  
**BUYER – 1031 Deferred Exchange - NO**

1. Contract and pay-off information attached
2. Addendums, bills, etc. will be forwarded upon receipt



# FIRST FEDERAL BANK & TRUST

1043 COFFEEN AVE. • SHERIDAN WY 82801 • (307) 675-6267  
1575 SHILOH ROAD, STE H • BILLINGS MT 59106 • (406) 652-3381

## Mortgage Pre-Qualification Letter

August 17, 2021

Buyer: Douglas McArthur Wheeler Jr.  
Kathleen Marie Wheeler

Property: 1425 Warren Ave, Sheridan, WY 82801

Sales Price:	\$385,000.00
Loan Amount:	\$373,450.00
Loan Term:	360
Loan Program:	FNMA Fixed Rate
Interest Rate:	TBD%

To Whom It May Concern:

Our decision to provide this prequalification letter was based upon information provided to us by the borrower. This information has not been verified; therefore, it is deemed reliable but not guaranteed to be correct. Final loan approval will be made by the lender after reviewing the complete loan application, appraisal, credit and any other required information.

While this is not a commitment to lend, in our opinion, the borrower will be able to obtain the loan described herein.

Sincerely,

Stephanie Aggers

Mortgage Loan Officer  
NMLS #903210  
First Federal Bank & Trust



CARROLL  
Realty Co., Inc.

## Earnest Money Receipt

ERA Carroll Realty Co., Inc. received from Kathleen/Doug Wheeler  
on the 18th day of Aug., 2021, at 1:40 a.m./(p.m.) in the amount of \$ 5,000  
in the form of:

Cash / Check # 1068 / Cashier Check# \_\_\_\_\_ / Money Order# \_\_\_\_\_

as earnest money on a transaction between:

Seller: Talmadge

Buyer: Wheeler

Address: 1425 Warren Ave

ERA Carroll Realty Co., Inc.

By: B Crider

KATHLEEN M WHEELER DOUGLAS M WHEELER 4230 COUNTY ROAD 208 DANBURY, TX 77534		1068 88-8551/3131
Date: <u>8/18/2021</u>		CHECK ARMOR
Pay to the Order of	<u>ERA Carroll Realty</u>	\$ <u>5,000.00</u>
<u>FIVE THOUSAND DOLLARS &amp; 00/100</u>		Dollars
TDECU YOUR CREDIT UNION Texas Dow Employees Credit Union Angleton, Texas		Photo Safe Deposit® Details on back
For	<u>Earnest \$1425 Warren</u>	<u>[Signature]</u>
⑆3⑆3⑆855⑆5⑆ 00929659183⑆ 1068		

Received By: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_  
Listing Office: \_\_\_\_\_

**CONTRACT TO BUY AND SELL REAL ESTATE  
(RESIDENTIAL)  
(FINANCED)**

I. **OFFER TO PURCHASE** dated August 16, 2021, from  
Douglas McArthur Wheeler Jr., Kathleen Marie Wheeler

\_\_\_\_\_, ("Buyer"), to

KENNETH C TALMADGE & BARBARA J TALMADGE

("Seller"). Subject to the provisions of this offer, if accepted by Seller, Buyer agrees to buy and Seller agrees to sell the following described real estate situated in the City or Town of Sheridan, County of Sheridan, Wyoming, commonly known as: 1425 Warren Ave, Sheridan, WY 82801-5536 and more particularly described as:

N 1/2 of Lot 13 & Lot 14, Block 2, Sheridan Gardens Addition

with all improvements thereon, easements and other appurtenances and all fixtures of a permanent nature currently on the premises except as hereinafter provided, in their present condition, ordinary wear and tear excepted, and including all personal property described herein (herein after "Property").

II. **EARNEST MONEY.** Buyer delivers \$ 5,000.00 in the form of Personal Check

\_\_\_\_\_ to Broker working with the Buyer,

ERA Carroll Realty Co., Inc.

(Selling Brokerage Firm Name),

(select one):

☐ Herewith, which Broker working with the Buyer acknowledges having received, or

☒ No later than 2 Business Days after mutual acceptance hereof (said funds to be delivered to Listing Brokerage Firm or Closing Agent by the close of the next Business day from receipt of Buyer (if funds are sent directly to closing agent, Broker working with Buyer shall send notice to Listing Brokerage Firm concurrent with such transfer)).

If earnest money is delivered to Listing Brokerage Firm, ERA Carroll Realty Co., Inc., it shall deposit such funds (in its trust account) or ~~(in an appropriate trust account with~~

~~as Closing Agent).~~ The deposit by Listing Brokerage Firm shall be completed by the close of the next banking day following its receipt from Broker working with the Buyer, or from Buyer, and shall retain such funds in such account. If the earnest money deposit is not received as described in this section, this contract shall be voidable by Seller, at Seller's sole discretion, upon written notice from Seller to Buyer or Buyer's Agent within two (2) Business Days after the earnest money deposit was due under this section. Listing Brokerage Firm or Closing Agent shall not disburse such deposit until funds have cleared the bank(s) and, if this offer has been accepted, until closing or until the parties hereto have otherwise agreed in writing regarding disbursement of such funds pursuant to Wyoming Statute § 33-28-122(f).

III. **PURCHASE TERMS.** Buyer agrees to buy the above-described property upon the following terms and conditions and for a purchase price of (\$ 385,000.00 )

Three Hundred Eighty-Five Thousand

Dollars payable as follows:

\$ 5,000.00 earnest money deposit; and at least

\$ 373,450.00 by obtaining a new loan ; and/or

\$ \_\_\_\_\_ note and mortgage to Seller (see Owner/Seller Financing Addendum attached hereto);

and/or

\$ \_\_\_\_\_ (other) \_\_\_\_\_ ; and/or

\$ 6,550.00 (approximate) balance of purchase price to be paid in collected, certified or immediately available funds acceptable to the closing firm.

IV. **FINANCING.**

☒ This Purchase is contingent on Financing.

☐ This purchase is all cash and not contingent on financing, proof of funds to be provided to Seller within \_\_\_\_\_ Business Days.

☐ Other: See Additional Provisions.

A. **LOAN TERMS**

If a new loan is to be obtained, describe and add special terms, if any:

☒ CONVENTIONAL ☐ FHA ☐ VA ☐ RD ☐ WCDA ☐ Other: \_\_\_\_\_

Said loan to be amortized for a period of 30 years at an initial interest rate not to exceed 3.125 % per annum resulting in initial monthly payments of principal and interest of approximately \$ 1,599.77.

- If Buyer agrees to accept and can qualify for terms other than the above loan, the approval of Seller shall not be required, provided Seller incurs no additional expense as a result thereof.
- B. LOAN APPLICATION. If a new loan is to be applied for or the existing loan is to be assumed by Buyer, Buyer agrees to:
- I. Complete and tender the loan or assumption application to lender within 5 Business Days following Seller's acceptance of this offer. If applicable, Buyer also agrees to cooperate with lender and complete any required steps in conjunction with a credit report and appraisal.
  - II. Buyer shall provide a pre-qualification letter by the close of business day on 08/17/2021. "Pre-Qualification" means that a loan application has been made, and a preliminary loan commitment has been obtained from a Wyoming licensed mortgage lender/broker or a person or agency listed in W.S. 40-23-105 who states that a Credit Report has been obtained and reviewed. Furthermore, the letter must state that on the basis of this review, the mortgage financing for the amount sufficient to purchase the property should be available.
  - III. Compete and promptly tender to Lender any and all documents and other information required to process the application;
  - IV. Not withdraw the loan application or intentionally cause any change in circumstances which would prejudice such application; accept loan if approved by Lender at above-stated terms and conditions;
  - V. In the event that Buyer, after having complied with the requirements set forth in I-IV above, fails to qualify for such financing and provides Seller with a written letter of declination by Lender, this Contract shall be voidable at the option of Buyer or Seller, by sending written notice to the other party. If voided by Buyer or Seller pursuant to this clause, the earnest money deposit shall be returned to Buyer subject to the requirements of Section II of this Contract and this Contract shall terminate.
- C. LENDER OR APPRAISER INSPECTIONS.
- Seller agrees to allow Appraisers or Lenders to perform inspections. Buyer shall provide a copy of the written reports of Lender or Appraiser inspections and their repair requirements to the Seller immediately upon receipt. If Lender or Appraiser inspections disclose defects in the Property which Appraiser/Lender requires to be repaired as a loan requirement, Buyer and Seller agree to address under the Inspection Contingency Notice. The parties understand that the Appraiser or Lender inspections may not occur within the timeframe set forth in the Contract.
- V. CLOSING COSTS.
- A. Buyer shall pay the following loan and closing costs in collected, certified or available funds acceptable to the Closing Agent at closing, or on the date specified by lender:
    1. Loan origination fee, discount points, credit report, survey, appraisal, certificate of location, if required, inspections and/or certification;
    2. Any other costs of securing financing;
    3. Any prepaid tax, insurance and/or mortgage insurance;
    4. Recording fees for warranty deed and mortgage;
    5. Fees for the title insurance policy as described in Section VII. B below, including fees for extended lien and survey coverage if requested by Buyer; and
    6. Other: None Other
  - B. Seller shall pay the following closing costs in collected, certified or available funds acceptable to Closing Agent at closing:
    1. Recording fee for any mortgage releases, deed preparation and Owner's title insurance policy;
    2. Other: None Other
  - C. Closing firm's fee shall be paid by ☐ (Buyer) ☐ (Seller) ☒ (Split between Buyer and Seller evenly) (select applicable); total not to exceed \$350.00
  - D. General taxes for the year of closing based on the most recent assessment, personal property taxes, prepaid rents, water rents, sewer rents, homeowner's and condominium association fees, dues or assessments, mortgage insurance premiums, and interest on encumbrances, if any and if applicable, shall be apportioned through date of closing. Assessments for all special improvements now installed to the extent due and payable on ~~or before closing~~ shall be paid by Seller. Any such ~~installments~~ becoming due after closing shall be paid by the Buyer in the amount of \$ \_\_\_\_\_ per \_\_\_\_\_ -for a period of \_\_\_\_\_.
  - E. Any unreleased judgments, liens, or other encumbrances affecting all property included in the purchase price and required to be paid, shall be paid by Closing Agent from the proceeds of this transaction, or paid by the responsible party in collected funds or certified funds at time of closing.

**VI. ITEMS INCLUDED IN PURCHASE PRICE.**

Price shall include all fixtures currently on premises with the following fixture exceptions: Washing machine & refrigerator in the garage.

See Additional Provisions for listing of non-fixture items included in the purchase price.

**VII. TITLE**

A. Title shall be conveyed to the following named Buyer(s):

Douglas McArthur Wheeler Jr., Kathleen Marie Wheeler, Husband and Wife

B. Seller agrees to furnish, at Seller's expense, a current commitment for an Owner's title insurance policy in an amount equal to the purchase price, showing merchantable title in Seller. Seller agrees to deliver the title insurance commitment to Buyer no later than 15 Business Days after mutual acceptance of this Contract, and deliver the policy to Buyer without reasonable delay after closing and pay the premium thereon at the time of closing. Buyer, within 3 Business Days of receipt of the title insurance commitment and exceptions, encroachments, covenants, and/or easements identified therein shall identify and provide to the Seller, in writing, notice of any title defects which Buyer is requesting and/or requiring to be addressed before closing as well as written notice that Buyer does not deem the Property acceptable under the encumbrances set forth in the title insurance commitment or Buyer deems title unsatisfactory. Buyer shall pay for any Mortgagee's title policy and any endorsements or extended survey coverage required by Lender or Buyer.

C. Seller agrees to execute and deliver a general warranty deed, or None

Deed, including the release and waiver of all homestead rights, if any, and a good and sufficient bill of sale to Buyer conveying said real and personal properties. Title shall be subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record and the following additional encumbrances which shall NOT be released or discharged at closing: None Known

D. Except as stated above, if title is not merchantable or otherwise recordable or Buyer deems title unacceptable and written notice of such defects in title is given by Buyer to Seller or Listing Broker within the time herein provided for delivery of deed and shall not be rendered merchantable or satisfied within 20 Business Days after such written notice, then this contract, at Buyer's option, may be specifically enforced or may be declared void and of no effect, and each party hereto shall be released from all obligations hereunder and the payments made hereunder shall be thereupon returned forthwith to Buyer pursuant to Wyoming Statute § 33-28-122(f).

E. The Property being transferred in this transaction may consist of the Mineral Estate (if all or any portion is owned by the Seller) and the Surface Estate. The "Mineral Estate" means all oil, gas, and other minerals in or under the Property, any royalty under any existing or future lease covering any part of the Property, surface rights (including rights of ingress and egress), production and drilling rights, lease payments and all related benefits. Unless previously separated through a recorded reservation of the mineral rights, the Property being conveyed consists of both estates. If the Mineral Estate is owned by Seller, the Seller will convey the Mineral Estate as part of this transaction unless specifically reserved, in whole or in portion, as part of this Agreement. If the Seller is reserving any portion of the Mineral Estate, such reservation must be included in the Deed. If the Mineral Estate has been previously separated from the Surface Estate, third parties may have rights to enter and use the surface of the property in the testing, exploration and production of the underlying minerals. The title insurance policy does not provide information on whether the mineral estate and/or any water rights or any portion thereof has been reserved and severed from the surface estate. Buyer is advised to timely consult legal counsel, prior to the termination of the review set forth in VII B above, with respect to such matters, including any water rights associated with the Property.

F. Buyer acknowledges and agrees that Buyer has been advised to carefully review the title commitment and all exceptions, encroachments, covenants, easements, and related matters described therein or otherwise identified. Other than the defects submitted to the Seller in writing pursuant to VII. B. above, or in the event no title issues are raised in writing by Buyer, Buyer accepts the condition of title as satisfactory.

**VIII. CLOSING AND POSSESSION.**

A. Closing shall occur on or before 10/1/2021 or ----- business days after full acceptance of this Contract, or as otherwise mutually agreed in writing between the parties, at a time and place which shall be designated by Listing Broker. Seller, at Seller's option, may continue to offer the Property for sale, on and subject to the following

requirement. Seller must notify any other prospective buyer that this Contract has been previously signed and it is in full force and effect. Any other Contract accepted by Seller must contain a provision that the offer is subject to and junior in right to this Contract. Furthermore, the Seller must notify the Buyer in the first position that the seller has accepted a backup offer.

- B. Possession shall be delivered to Buyer on date & time of funding, ----- ☐ a.m. ☐ p.m. or as otherwise mutually agreed in writing between the parties. If Seller fails to deliver possession by the date herein specified, Seller shall be subject to eviction by Buyer. This remedy is in addition to any other remedies Buyer may have.
- C. Walkthrough(s). Seller grants Buyer and Buyer's Inspector(s) reasonable access to conduct walkthrough(s) of the Property for the purpose of satisfying Buyer that any corrections or repairs agreed to by the Seller have been completed, warranted items are in working condition and that the Property is in substantially the same condition as of the date of contract Acceptance, reasonable wear and tear excluded. If Buyer does not conduct such walkthrough(s), Buyer releases Seller and Broker(s) from liability for any defect(s) that could have been discovered. All walkthrough(s) must be completed on or before the day of Closing. This walkthrough shall not be a contingency of sale. This paragraph does not supersede, exclude or replace the Risk of Loss section of this Contract.
- D. "Closing" is defined as "the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller."

#### IX. CONDITION OF PROPERTY.

A. Seller represents that upon execution of this Contract:

- There are no known violations of applicable city, county and/or state subdivision, zoning, building and/or public health codes, ordinances, laws, rules and regulations and any recorded covenants in force and effect as of that date except: None Known

**NOTE:** Whether a property meets the above codes, ordinances, laws, rules and regulations is a technical question which may require special expertise. If the Buyer has concerns about these issues, the Buyer should contact the applicable departments of the city, county, and/or state or retain a firm with specialized expertise to investigate the issue.

- The property, and all fixtures, appurtenances and improvements thereon, shall be conveyed in their present condition, ordinary wear and tear excepted, unless otherwise agreed in this Contract.
- Property Disclosure. *(Check One)*
  - ☐ A. The Buyer has received the property condition as stated in the Property Disclosure, a complete copy of which is attached hereto and incorporated herein by this reference.
  - ☒ B. The Buyer has not received a copy of the Property Disclosure at the time of the offer.

B. Buyer acknowledges and agrees that, upon execution of this Contract:

- Buyer is not relying upon any representations of Seller or any Real Estate Licensees involved in this transaction or representatives as to any condition which Buyer deems to be material to Buyer's decision to purchase this property; and
- Buyer has been advised by Selling Broker of the opportunity to seek legal, financial, construction, air quality (such as mold), environmental (such as radon and lead-based paint) and/or professional home inspection services regarding this purchase.
- SQUARE FOOTAGE/ACREAGE VERIFICATION:** Buyer is aware that any reference to square footage or acreage of the real property or improvements is approximate. If square footage or acreage is material to the Buyer, it must be verified during the inspection period.

#### X. INSPECTIONS BY BUYER.

- A. Buyer may obtain, at no expense to Seller, electrical, mechanical, structural, pest, air quality (such as mold), environmental (such as radon or lead-based paint-see attached Addendum), and/or other inspections of the Property by Buyer or Buyer's inspectors and/or engineers, and shall pay for any damage to Seller's property caused by such inspectors and/or engineers. Buyer shall not be liable to Seller for any damage due to the discovery of any pre-existing conditions. Buyer, or designee, shall have the right to make any inspections of the physical condition of the Property at reasonable times, upon at least 24 hours advance notice to Seller. Unless Seller receives written notice on the Inspection Contingency Notice, signed by Buyer on or before September 1, 2021, 6:00 ☐ a.m. ☒ p.m. or ----- Business Days from mutual acceptance of this Contract (Objection Deadline) of any defects(s) identified by Buyer or Buyer's inspectors or engineers that Buyer is requesting to be repaired, the physical condition of the property shall be deemed to be satisfactory to Buyer.

- B. If Buyer's inspectors have identified and/or require any repairs of the Property before the Objection Deadline set out above, Buyer and Seller agree that if Buyer, at Buyer's sole discretion, disapproves of items as allowed herein, Buyer shall deliver to Seller the Inspection Contingency Notice setting forth the items disapproved and state in the notice that Buyer elects to either:
1. Immediately void this Contract under the Termination Provision and all Earnest Money shall be released to Buyer pursuant to Wyoming Statute § 33-28-122(f); or
  2. Provide the Seller the opportunity to correct the items disapproved, in which case Buyer and Seller shall agree on repairs and Seller's responsibility for said repairs.  
If the parties are unable to agree on payment of additional costs and/or the repairs, this contract shall be voidable at the sole option of Buyer, upon written notice to Seller no later than September 8, 2021, 6:00 ☐ a.m. ☒ p.m. or \_\_\_\_\_ Business Days from Objection Deadline (Resolution Deadline). If not voided by the Buyer, Buyer acknowledges sole responsibility for the additional repairs. If Seller's response to the requested payment and repairs is not received by Buyer or Buyer's licensee at least 24 hours prior to the Resolution Deadline, the Resolution Deadline shall automatically extend for a period of two (2) Business Days from the Resolution Deadline. With the exception of the agreed upon repairs, the Buyer accepts the Property "as is, where is" condition without any implied or express warranty by Seller or by any Broker.
  3. If Buyer elects to void the contract, the earnest money deposit shall be returned to Buyer pursuant to W.S. § 33-28-122(f).
- C. Waiver of Defects. Buyer acknowledges that Buyer has been given ample opportunity to inspect the property. Other than repairs or defects submitted to the Seller in writing pursuant to this Contract, or in the event no repairs or inspections are required by Buyer, Buyer accepts the Property in its entirety in "as is, where is" condition without any implied or express warranty by Seller or by any Broker.

**XI. INSURANCE.**

Buyer hereby acknowledges that Buyer has been advised to investigate, research and obtain a written commitment for adequate property and liability insurance prior to closing.

**XII. RISK OF LOSS.**

Risk of loss shall remain with Seller until delivery of deed. In the event that the premises shall be damaged by fire or other casualty prior to time of closing, in an amount of not more than 10% of the total purchase price, Seller shall be obligated to repair the same before the date herein provided for delivery of deed. In the event such damage cannot be repaired within said time or if such damage shall exceed such sum, this contract shall be voidable at the option of Buyer. Should Buyer elect to carry out this Contract despite such damage, Buyer shall be entitled to all of the insurance proceeds associated with the damage to the Property but not for any Personal Property or Fixtures not included in this transaction.

**XIII. DEFAULT, REMEDIES AND ATTORNEY'S FEES.**

- A. **TIME IS OF THE ESSENCE** hereof, and any party who fails to tender any payment, or perform any other condition hereof as herein provided, shall be in default of this Contract. In the event of default, the non-defaulting party may elect to either treat this contract as breached and recover such damages as may be proper, or may treat this contract as being in full force and effect and require specific performance of the items hereof. In lieu of the remedy provided above to Seller if Buyer is the defaulting party, Seller may elect to terminate the Contract and retain all payments made hereunder as liquidated damages, such amount being agreed by the parties hereto to constitute compensation for the loss of opportunity suffered by Seller due to such breach.
- B. In the event that any party shall be in default or breach of any of the terms of this Contract, such defaulting or breaching party shall pay all reasonable attorney's fees and costs and other expenses which the non-breaching or non-defaulting party may incur in enforcing this Contract with or without formal proceedings. This provision shall not limit any other remedies to which the parties may otherwise be entitled.
- C. Seller and Buyer agree that in the event of any controversy regarding earnest money held by Broker and/or Closing Agent, unless Broker and/or Closing Agent received written instructions from both Buyer and Seller as set forth in Wyoming Statutes 33-28-122(f) regarding disposition of the earnest money, Broker and/or Closing Agent, in its sole discretion, may hold the earnest money or may interplead all parties and deposit the earnest money deposit into a court of competent jurisdiction. Broker and/or Closing Agent shall be entitled to recover its attorney's fees and costs from the non-prevailing party in the action in which the funds are interplead, but if no such award or payment is made, Broker and/or Closing Agent shall recover its court costs and reasonable attorney's fees from the interplead funds or things of value.



**XIV. ADDITIONAL PROVISIONS.**

**1. This contract is contingent upon the property appraising for an amount not less than the purchase price. In the event that it does not, the Seller has the option of reducing the purchase price to the appraisal amount or Buyer may elect to void the contract if Seller will not reduce the price. In the event the Buyer voids the contract pursuant to this, the earnest money deposit shall be refunded to Buyer without further recourse to either party.**

**2. Items Included In Purchase Price:**

**The price shall also include the following personal property items currently on the premises: (Personal property shall be transferred with a sufficient Bill of Sale): See attached Bill of Sale**

**3. Reference Section III. Purchase Terms: Purchase price shall be \$500 higher than the purchase price of the next highest competing offer, not to exceed a maximum purchase price of \$415,000.00. In the event that the purchase price is escalated, Seller shall provide a copy of the next highest competing offer to disclose the competing amount. As early as possible after mutual execution of this contract, all parties shall execute an amendment specifying the purchase price accordingly.**

**XV. MISCELLANEOUS TERMS**

**A. DEFINED TERMS. "N/A" is understood to mean "not applicable" wherever it is used in this Contract. This "Contract" shall refer to the Contract to Buy and Sell Real Estate attached hereto as the same is amended and supplemented by these Additional Provisions. "Acc", "Accept", "Acceptance," "acceptance date" or "acceptance of this Contract" shall mean the date on which the last party signs this Contract or any Counter-Offer without further modification and delivers the same to the other party.**

**B. EXECUTION. This instrument may be executed in multiple counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument. A signed counterpart delivered via electronic or digital shall have the same force and effect as an original counterpart hereof executed by such party. This Contract may not be modified except by written instrument signed by both Seller and Buyer. The parties hereto agree that electronic signatures and initials hereto shall be legally binding.**

- C DAYS/TIME.** All references to "days" shall be deemed to refer to business days. The term "banking days", "business days", "bs d" and "bus. days" shall be defined as weekdays including Monday through Friday, excluding Saturday, Sunday and national holidays. Should any performance date or deadline contained herein fall on a weekend or national holiday, said date will automatically be extended to the next business day. The time in which any act required under this Contract is to be performed shall be computed by excluding the day on which the triggering event occurs (i.e. the acceptance date or the day on which the title commitment is delivered) and including the last day of such time period. The first day shall be the date after the day on which the triggering event occurs for such time period. All chronological times referred to in this Contract, and all other documents relating to this Contract, shall be deemed to be Mountain Standard Time or Mountain Daylight Time, as applicable. Whenever a provision of this Contract establishes a date by which an event must occur, it shall be deemed to establish 5:00 PM Mountain Time on such date as the deadline for such event, unless stated otherwise.
- D. NOTICES.** All notices required or contemplated herein shall be in writing and delivered to Buyer or Seller and shall be deemed to be delivered to Buyer or Seller if delivered to either's respective broker (if represented by a broker) or Buyer at contact information provided in the Contract, in the following manner: (a) by personal delivery, (b) by United States Mail (registered or certified, postage prepaid, return receipt requested), (c) via over-night delivery by a nationally recognized courier, (d) by facsimile, or (e) by email. In each case, if a party is represented by a broker, notice is effective to Buyer or Seller (as applicable) if addressed to such party's broker, at the address, facsimile number, or email address for such broker as listed in the Multiple List Service (MLS/Flex) as of the date of attempted delivery. Any notice given in accordance herewith shall be deemed to have been given when delivered to the addressee in person or when transmitted by facsimile or email with the sender having received a confirmation of delivery or no rejection notice if sent via email (except with respect to email addresses for brokers listed in MLS/Flex), or one (1) business day after such notice has been delivered to a national recognized courier, or three (3) business days after such notice has been deposited in the United States Mail, as the case may be. If represented by a broker, each party hereto specifically consents to delivery of notice as described herein to their broker as their agent for all purposes under this Contract.
- E. GOVERNING LAW AND VENUE.** This Contract shall be construed in accordance with the laws of the State of Wyoming and venue for any court action arising out of this Contract shall be the county in which the Property is located.
- F. NO MATERIAL CHANGES.** Seller shall not enter into any new leases or other agreements affecting the Property, or amendments to existing leases (including renewals) or other written agreements, without prior written approval of Buyer.

**XVI. ADDENDA ATTACHED: (Check all that apply.)**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Lead-Based Paint Disclosure                           | <input type="checkbox"/> Covenants                         |
| <input type="checkbox"/> Addendum for Additional Provisions                               | <input type="checkbox"/> Preliminary Title Commitment      |
| <input type="checkbox"/> Real Estate Brokerage Disclosure Form                            | <input type="checkbox"/> Property Condition Disclosure     |
| <input checked="" type="checkbox"/> Consent Amendment & In-Company Transaction Disclosure | <input type="checkbox"/> 1031 Tax Deferred Exchange Notice |
| <input checked="" type="checkbox"/> Bill of Sale  | <input type="checkbox"/> Evidence of Authority             |
| <input type="checkbox"/> Easements  | <input type="checkbox"/> Other: _____                      |
| <input type="checkbox"/> Receipt Form -WAR Form 900-M                                     | <input type="checkbox"/> _____ Pages of Addendum           |

**XVII. CONSENTS AND ACKNOWLEDGMENTS.**

- A.** All prior representations made in the negotiations of this sale have been incorporated herein, and there are no oral agreements or representations between Buyer, Seller or Broker to modify the terms and conditions of this Contract.
- B.** Brokers are authorized to disclose information regarding this sale, and terms thereof, for comparable sold data and statistics to any Multiple Listing Service, Board of REALTORS®, certified appraisers, or potential clients or customers, but only after the closing of this transaction.
- C.** This Contract is executed in multiple copies and by their signatures hereon each party acknowledges receipt of a signed copy at the time of signing and provided via personal delivery, fax, mail or electronic mail.

D. ERA Carroll Realty Co., Inc. (Broker Working with the Buyer) hereby discloses that it is working with the Buyer as ☐ (Buyer's Agent) ☒ (Intermediary) ☐ (Customer) (select one) and will be compensated by ☒ (Seller) ☐ (Buyer) or ☒ (Listing Broker) (select applicable). Buyer and Seller consent to that arrangement. Buyer has received, read and acknowledged a Real Estate Brokerage Disclosure and an executed copy of the Disclosure is attached hereto. Broker, working with Buyer, hereby delivers to Broker working with Seller a copy of the executed Real Estate Brokerage Disclosure.

**XVIII. OFFER BY BUYER.** This offer shall expire on or before August 17, 2021, at 7:00 ☐ a.m. ☒ p.m. (Mountain Time). Additionally, the undersigned Buyer reserves the right to withdraw this Offer until the original, a copy, electronic transmission or facsimile of this Offer, duly accepted and signed by Seller, has been delivered in writing to the Buyer or Broker working with Buyer prior to the expiration date and time above. Any withdrawal must be in writing by Buyer to Seller or Seller's Agent. All Offers, Counter-Offers, Acceptances or Rejections shall be deemed submitted upon delivery via personal hand-delivery, mail courier, e-mail or fax.

**IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS, CONSULT LEGAL OR OTHER COUNSEL BEFORE SIGNING.**

Buyer Douglas McArthur Wheeler Jr Date 08-16-2021

Buyer Kathleen Marie Wheeler Date 08-16-2021

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Delivery to Buyer shall be to the following address, e-mail, text # and/or fax: liz@eracrc.com

**XIX. DISCLOSURE BY BROKER WORKING WITH SELLER.**

Broker ERA Carroll Realty Co., Inc. (brokerage firm), hereby discloses that it is working with the Seller as a ☐ (Seller's Agent) ☒ (Intermediary) ☐ (Customer) (Select One) and will be compensated by ☒ (Seller) (or ☐ \_\_\_\_\_) (Select Applicable). Seller consents to this arrangement. Seller has received, read and acknowledged a Real Estate Brokerage Disclosure and an executed copy of the Disclosure is attached hereto. Broker, working with Seller, hereby delivers to Broker working with Buyer a copy of the executed Real Estate Brokerage Disclosure.

Listing Broker hereby acknowledges receipt of this Contract to Buyer and Sell Real Estate on 8/17/21 at 9:50 ☒ a.m. ☐ p.m.

Firm ERA Carroll Realty Co., Inc.

Address 306 N Main St

Phone 307-672-8911

By Daniel Love

THIS OFFER WAS RECEIVED by me as Seller on 8/17/21 at 3:50 ☐ a.m. ☒ p.m.  
ECSBQJ (Seller's Initials).

414 XX. ACCEPTANCE OF SELLER.

415 THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE TERMS AND  
416 CONDITIONS, CONSULT LEGAL OR OTHER COUNSEL BEFORE SIGNING.

417 NOTICE TO SELLER: If you are making a counter-offer, do not sign this document.

418 SELLER HEREBY ☒ ACCEPTS THE OFFER; ☐ REJECTS THE OFFER; ☐ SUBMITS COUNTER-OFFER #1

419 THE UNDERSIGNED SELLER (whether one or more) ACCEPTS the foregoing offer on 8/17/21  
420 at 3:55 ☐ a.m. ☒ p.m.

421  
422 Seller Kenneth C. Valmadge Date 8/17/21

423  
424 Seller Barbara J. Valmadge Date 8-17-21

425  
426 Seller \_\_\_\_\_ Date \_\_\_\_\_

427  
428 Seller \_\_\_\_\_ Date \_\_\_\_\_

429  
430 Seller \_\_\_\_\_ Date \_\_\_\_\_

431  
432 Seller \_\_\_\_\_ Date \_\_\_\_\_

433

434 XXI. REJECTION BY SELLER.

435 THIS OFFER IS HEREBY REJECTED ON \_\_\_\_\_ at \_\_\_\_\_ ☐ a.m. ☐ p.m.

436  
437 Seller \_\_\_\_\_ Date \_\_\_\_\_

438  
439 Seller \_\_\_\_\_ Date \_\_\_\_\_

440  
441 Seller \_\_\_\_\_ Date \_\_\_\_\_

442  
443 Seller \_\_\_\_\_ Date \_\_\_\_\_

444  
445 Seller \_\_\_\_\_ Date \_\_\_\_\_

446  
447 Seller \_\_\_\_\_ Date \_\_\_\_\_

448

449 If this Offer is rejected and the rejection is not signed by the Seller above, then this Offer was rejected by oral notification  
450 to Broker on \_\_\_\_\_ and Seller (check one) ☐ authorized rejection or ☐ refused to  
451 execute written rejection.