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## 41 Acres —Property Documents

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Information deemed reliable but not guaranteed.  
Only a survey by a registered land surveyor can determine the exact location and acreage.

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## 41 Acres — Legal Description (from last recorded deed)

acknowledged, unto the Grantee(s), the following described Real Estate, situated in the County of Franklin and State of Missouri, to-wit: A tract of land being part of the East Half of the Southwest Quarter of Section 27, Township 41 North, Range 2 East of the 5th P.M.. being more fully described as follows: Beginning at a sandstone at the South Quarter Corner of said Section 27; Thence S88°55'50"W on the section line 1359.67 feet to the SW corner of said East Half of the SW Quarter of Section 27, same being located S88°55'50"W 35 feet from an iron rod; Thence N00°08'24"W on the 1/16 section line 1321.69 feet to the center of the SW Quarter, same being located S88°50'54"W 35 feet from an iron rod; Thence N88°50'54"E 1358.51 feet to an iron rod on the quarter section line; Thence S00°27'23"E on the quarter section line 6.8 feet to a sandstone at the NE corner of the SE Quarter of the SW Quarter; Thence S00°11'25"E on the quarter section line 1316.82 feet to the point of beginning. Containing 41.42 acres more or less

# 41 Acres — Plat Map

PRAIRIE (SE) • T40 & 41N • R2E

SEE PAGE 49



# 41 Acres — County Tax Assessor Aerial Photo



DATE: 10/20/2010 10:00:00 AM



0 0.0325 0.065 0.13 0.195 0.26 Miles



# 41 Acres — County Tax Assessor Property Card

Parcel Summary		Franklin Co Assessors Office		PDF 3 WORKING	
PIN	31-8-27-2-0-000-015.100	Section	27	Deeded Acres	41.000
Deed	REUSCH, BARBARA JEAN & JOHN ELMER	Township		Lot	
Contract		Range		Block	
Address	DIAMOND SCHOOL RD, LUEBBERING	Loc / Class	Rural / Agricultural		
Map Area	MAP 31 AG				
Route Number	050-000-000				
Legal	SE SW E OF DIAMOND SCHOOL ROAD				

Land Basis	Front	Rear	Side 1	Side 2	R. Lot	SF	Acres
Ag Land							41.000
Grand Total						1,785,960.000	41.000

Residential Dwelling	
Occupancy	NONE
Year Built	
TLA/GLA	Ttl Rms
Bsm/Aptic	
Heat/AC	
Bsmt Finish	0 / 0 / 0
Ttl Bdrms	
Ttl Fireplaces	
Plumbing	Garage

	Agriculture	Residential	Comm/Other	Exempt
Lnd	\$5,910			
LdC				
Dnt				
Total	\$5,910			
Tax Val	\$5,910			
Sale Amount	Sale Date	Recording		
\$0	04/01/2008	0906820		
\$0	11/24/2007	0726097		
\$0	04/01/1965	2391279		

# 41 Acres— Real Estate Taxes

2016 REAL ESTATE  
Account# 663307

LINDA EMMONS  
FRANKLIN COUNTY COLLECTOR  
FRANKLIN COUNTY, MISSOURI

## RECEIPT

----- Property Description-----

Parcel# 31-8-27.0-0-000-015.100 41.000AC  
SE SW E OF DIAMOND SCHOOL ROAD  
Doc# 0906820 Sec 27 Twn Rng  
Site Addr: DIAMOND SCHOOL RD  
Site City: LUEBBERING

400 E. LOCUST ST., ROOM 103  
UNION, MISSOURI 63084

	Tax Rate	Tax Amt
STATE	.0300	.21
COUNTY TAX	.1258	.89
ROAD, 1	.2159	1.53
SCHOOL, R14	3.8659	27.41
FIRE, ST CLAIR	.5194	3.68
COLLEGE, EAST CE	.4541	3.22
LIBRARY, SCENIC	.2008	1.42
AMBULANCE, ST CL	.2524	1.79
FRANKLIN CO SB4	.1000	.71

REUSCH, BARBARA JEAN&JOHN ELMER  
9042 MIDDLEWOOD CT  
ST LOUIS MO 63127

**PAID**

Date Paid 2016-11-14

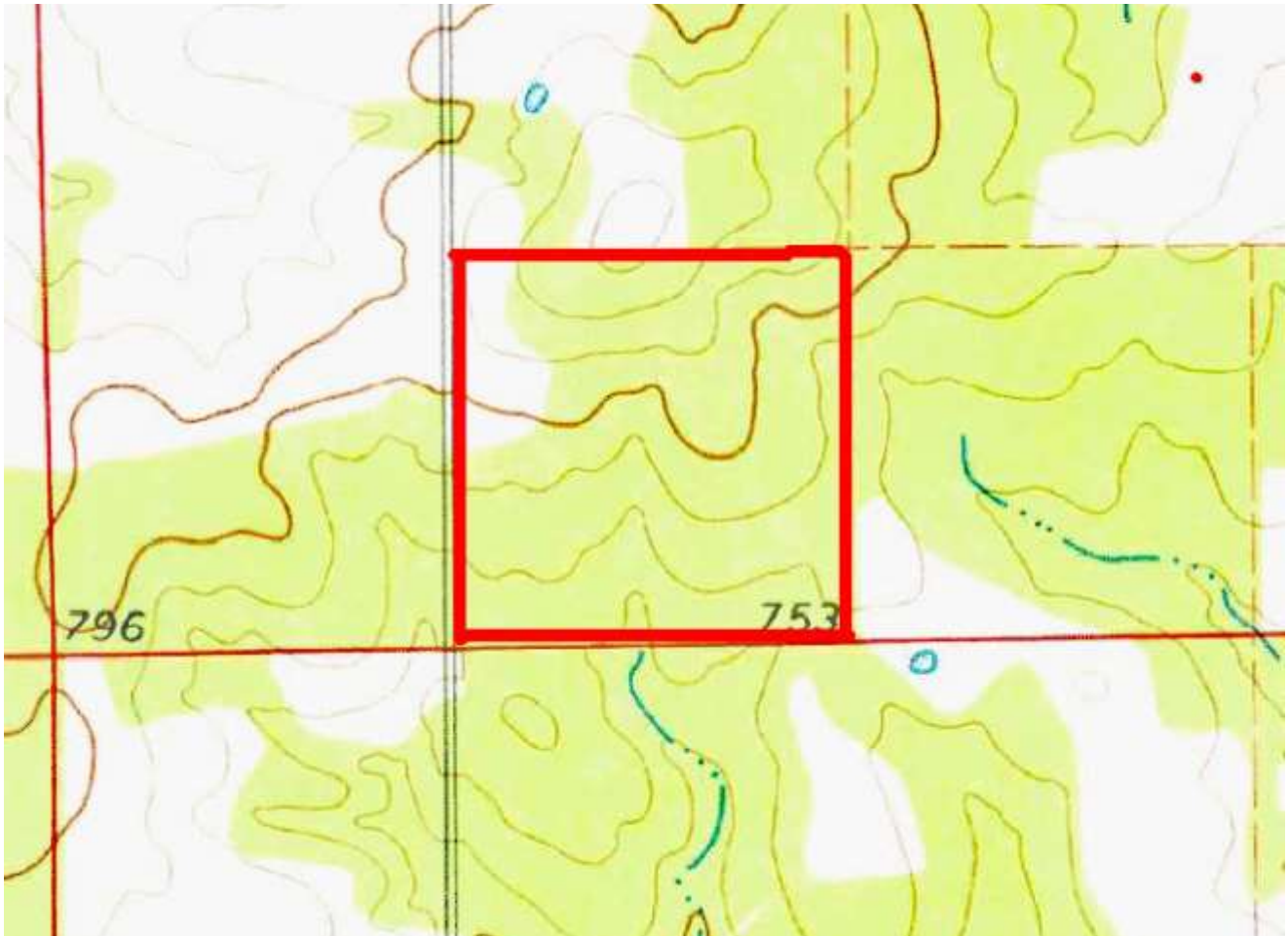
**DUPLICATE RECEIPT**

Total Tax Rate 5.7643

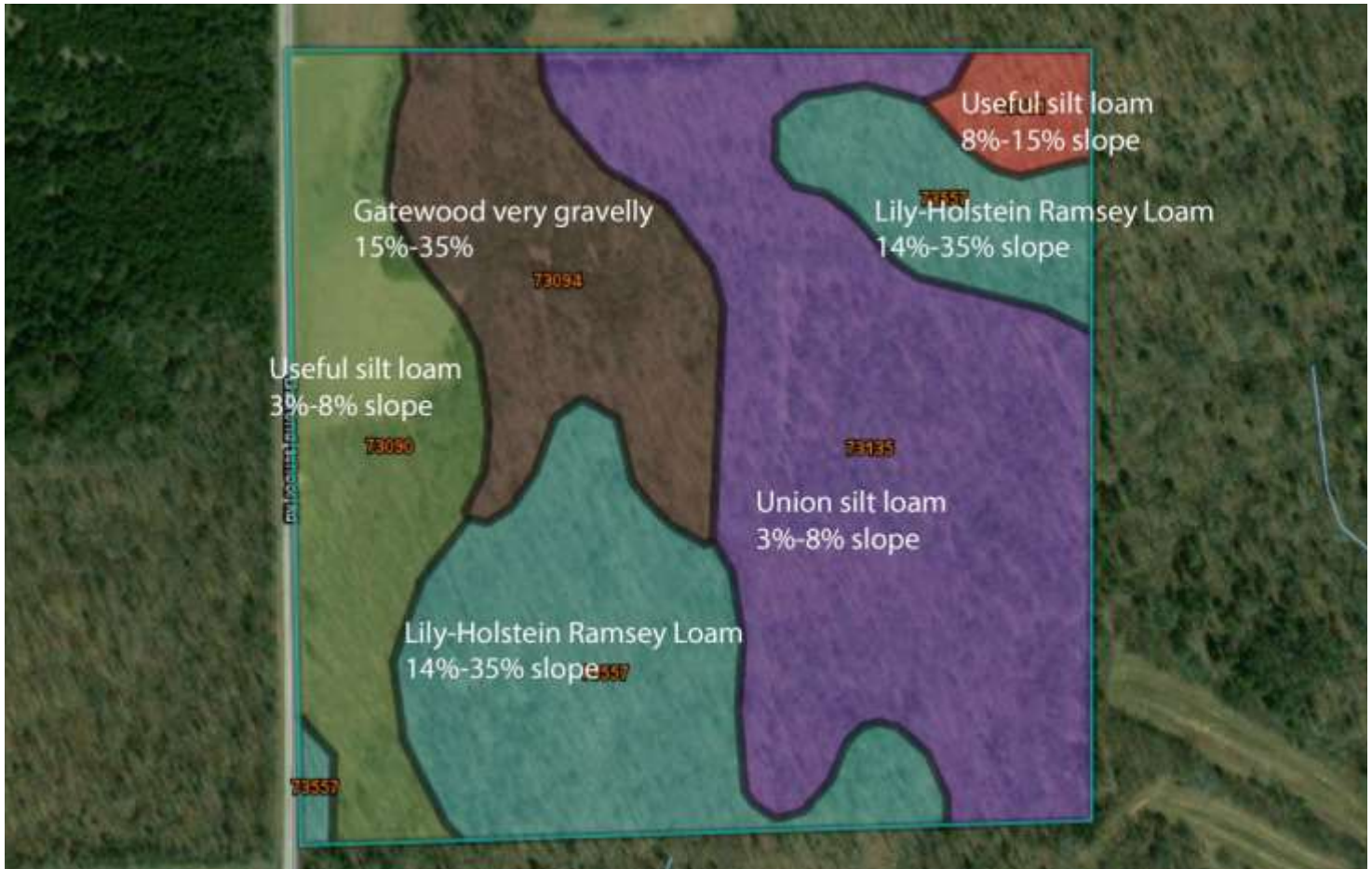
<b>VALUATION</b>	Total Tax	40.86
709 RESI	Interest	.00
AGRI	Cost	.00
COMM	Oth Fees	.00
709 TOTL		
<b>Total Paid</b>		<b>40.86</b>

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## 41 Acres— Topography Map



# 41 Acres — Soil Map

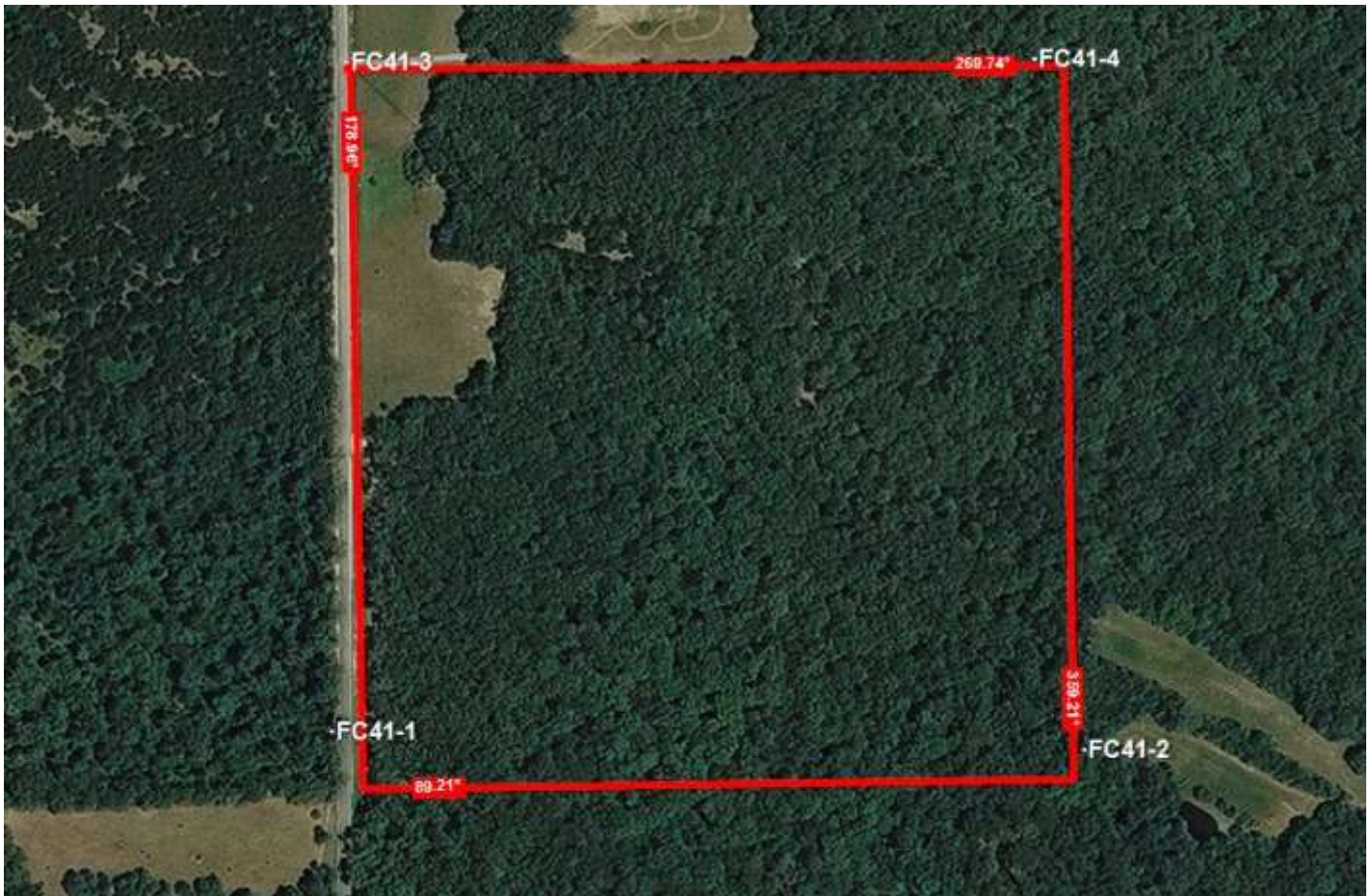


Tables — Map Unit Name — Summary By Map Unit

Summary by Map Unit — Franklin County, Missouri (MO071)				
Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
73090	Useful silt loam, 3 to 8 percent slopes	Useful silt loam, 3 to 8 percent slopes	7.1	16.8%
73091	Useful silt loam, 8 to 15 percent slopes, eroded	Useful silt loam, 8 to 15 percent slopes, eroded	1.1	2.6%
73094	Gatewood very gravelly silt loam, 15 to 35 percent slopes, stony	Gatewood very gravelly silt loam, 15 to 35 percent slopes, stony	6.6	15.7%
73135	Union silt loam, 3 to 8 percent slopes	Union silt loam, 3 to 8 percent slopes	15.9	37.8%
73557	Lily-Holstein-Ramsey loams, 15 to 35 percent slopes	Lily-Holstein-Ramsey loams, 15 to 35 percent slopes	11.4	27.1%
<b>Totals for Area of Interest</b>			<b>42.1</b>	<b>100.0%</b>



# 41 Acres — GPS map



Label	Type	Symbol	Rank	Latitude	Longitude
FC41-2	Waypoint	● Navai...	1	FN38.25535	W090.79019
FC41-3	Waypoint	● Navai...	2	FN38.25888	W090.79500
FC41-1	Waypoint	● Navai...	3	FN38.25544	W090.79510
FC41-4	Waypoint	● Navai...	4	FN38.25890	W090.79052

# 41 Acres — Most Recent Recorded Deed (Page -1)

SHARON L. BIRKMAN  
RECORDER OF DEEDS  
FRANKLIN COUNTY  
STATE OF MISSOURI



PAGES: 2  
FEE: \$27.00  
DOCUMENT NO: 8906820  
DATE: 04/02/2009  
TIME: 11:15AM

ck 3046 27<sup>00</sup>  
(78<sup>00</sup>)

## GENERAL WARRANTY DEED

This Deed, Made and entered into this 1st day of April, 2009, by and between Grantor(s): RONALD E. KETTLER and KATHARINE KETTLER, his wife and BARBARA JEAN REUSCH and JOHN ELMER REUSCH, her husband

of the County of St. Louis State of Missouri and  
Grantee(s): BARBARA JEAN REUSCH and JOHN ELMER REUSCH, her husband

of the County of St. Louis State of Missouri

Grantee's mailing address: 9042 Middlewood Court, St. Louis, MO 63127

WITNESSETH, that the Grantor(s), for and in consideration of the sum of One Dollar and other valuable considerations paid by the Grantee(s), the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the Grantee(s), the following described Real Estate, situated in the County of Franklin and State of Missouri, to-wit: A tract of land being part of the East Half of the Southwest Quarter of Section 27, Township 41 North, Range 2 East of the 5th P.M.. being more fully described as follows: Beginning at a sandstone at the South Quarter Corner of said Section 27; Thence S88°55'50"W on the section line 1359.67 feet to the SW corner of said East Half of the SW Quarter of Section 27, same being located S88°55'50"W 35 feet from an iron rod; Thence N00°08'24"W on the 1/16 section line 1321.69 feet to the center of the SW Quarter, same being located S88°50'54"W 35 feet from an iron rod; Thence N88°50'54"E 1358.51 feet to an iron rod on the quarter section line; Thence S00°27'23"E on the quarter section line 6.8 feet to a sandstone at the NE corner of the SE Quarter of the SW Quarter; Thence S00°11'25"E on the quarter section line 1316.82 feet to the point of beginning. Containing 41.42 acres more or less

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such party or parties forever.



63 Acres — Most Recent Recorded Deed (page -2)

0906820.002

The Grantor(s) hereby covenanting that said party or parties and the heirs, administrators, executors and assigns of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the Grantee(s), and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2009 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the Grantor(s) has or have hereunto set their hand or hands the day and year first above written.

Grantor Ronald E. Kettler Katharine Kettler  
Ronald E. Kettler Katharine Kettler

Grantor Barbara Jean Reusch John Elmer Reusch  
Barbara Jean Reusch John Elmer Reusch

STATE OF MISSOURI )  
of ) ss.  
COUNTY ST. LOUIS )

On this 1st day of April, 2009, before me personally appeared RONALD E. KETTLER and KATHARINE KETTLER, his wife and BARBARA JEAN REUSCH and JOHN ELMER REUSCH, her husband to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, as the Grantor(s).

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires: March 6, 2011

Notary Public Galvin R. Yeckel, Jr.



# Page 1 of Sample Contract

This is a legal binding contract. If not understood, seek competent advice.

## SALE CONTRACT

\_\_\_\_\_, MO, \_\_\_\_\_ 2016

RECEIVED FROM \_\_\_\_\_ called Purchaser,  
The sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
As earnest deposit and as part of the cash consideration for the purchase of the following described property situated in the  
County of \_\_\_\_\_ Missouri, known or described as:

Together with all mineral and subsurface rights, trees and shrubs, fencing and improvements, if any. Additional property to be included: \_\_\_\_\_

which property is this day agreed to be sold to Purchaser subject to approval of \_\_\_\_\_ by noon of \_\_\_\_\_ and not otherwise (and if not so approved earnest deposit shall be returned to Purchaser) for the total sale price of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) on the following terms:

- \* Earnest deposit made as per this receipt ..... \$ \_\_\_\_\_
- \* Additional earnest deposit to be made by Purchaser on \_\_\_\_\_, 2016 \$ \_\_\_\_\_
- \* Cash to be paid on closing date of sale as hereinafter fixed (subject to Adjustments as herein provided (SEE SPECIAL AGREEMENT) ..... \$ \_\_\_\_\_

The sale under this contract shall be closed under the usual SALE CONDITIONS AND CLOSING PRACTICES, and subject to any SPECIAL AGREEMENTS BETWEEN SELLER AND PURCHASER, all set forth on Page 2 hereof and hereby made a part of this contract, as fully and effectually as if they were incorporated herein, at the office of \_\_\_\_\_ or on such prior days as the parties hereto may agree.

All adjustments referred to on Page 2 hereof to be made as of date of closing or as agreed upon in SPECIAL AGREEMENT Title to pass when sale is closed. Time is of the essence of this contract.  
Possession of property to be delivered to Purchaser at time of transfer of title or upon as agreed upon in SPECIAL AGREEMENT Name(s) of deed grantees to be as directed before closing.

\_\_\_\_\_ is authorized to order title examination.

### Closing Conditions and Sales Practices

At election of either Seller or Purchaser, and at such party's expense, sale may be closed in escrow department of the local office of any reputable title company, but terms of Contract shall not be affected.

Earnest deposit to be retained by \_\_\_\_\_ Purchaser's title insurance company. If sale is closed, earnest deposit to apply on sale; if Purchaser shall fail to pay additional earnest deposit when due (if required by contract) or if sale be not closed by date fixed therefor owing to failure of performance by Purchaser, earnest deposit shall be forfeited by Purchaser as liquidated damages and in lieu of all other remedies including specific performance. Forfeited earnest deposit shall go to Seller.  
Rents, general taxes based on latest available assessment and rate, subdivision upkeep assessments, interest, insurance premiums, water rates, sewer services, gas and electric bills, fuel supply and operating expenses (if any) to be prorated and adjusted as provided on the basis of 30 days to the month, Seller to have last day; general tax year to run from January 1st; all rents from any tenant, any portion of which rent is delinquent over thirty days, if any, to be collected by Seller and not adjusted. Purchaser to pay all recording fees. The tax proration shall not be changed, even if the actual tax bill differs from the amount that was utilized for proration at time of closing.

Seller shall furnish general warranty deed, subject to deed restrictions, easements, rights-of-way of record, and zoning regulations acceptable to Purchaser; also subject to leases and to occupancy of tenants existing on the date Contract is executed by Purchaser; general taxes payable in current year and thereafter, and special taxes assessed or becoming a lien after closing; said general and special taxes to be assumed and paid by Purchaser. All personal property and fixtures included in this sale is are guaranteed by Seller to be paid for in full.

Title shall be marketable in fact if title is marketable, Purchaser shall pay cost for search of title and title insurance. If title is found imperfect and seller cannot perfect title or obtain title insurance policy acceptable to purchaser at closing, earnest deposit shall be returned to purchaser and seller shall pay title charges.

If, after Contract is executed, the premises be destroyed or damaged by fire, windstorm or otherwise, Purchaser shall have option of

1



# Page 2 of Sample Contract

This is a legal binding contract. If not understood, seek competent advice.

canceling or enforcing Contract; if enforced, Purchaser shall be entitled to insurance; if canceled, earnest deposit shall be returned to Purchaser. Seller shall assume risk of such destruction or damage and shall have the obligation to obtain consent of insurance companies to Sale Contract.

If improvements or additions have been completed within six months prior to sale closing date, Seller shall furnish reasonable security against mechanic's liens or satisfactory evidence of payment of bills.

Property to be accepted in its present condition unless otherwise stated in Contract. Seller warrants that he has not received any written notification from any governmental agency requiring any repairs, replacements, or alterations to said premises which have not been satisfactorily made. This is the entire Contract and neither party shall be bound by representation as to value or otherwise unless set forth in Contract.

The words Purchaser, Seller and deposit where appearing in this Contract shall be construed in the plural, if more than one. This contract shall bind the heirs, legal representatives, successors and assigns of the parties hereto. Contract assignable by Purchaser, but not without consent of Seller if purchase money deed of trust forms part of sale consideration.

### Special Agreements between Seller and Purchaser forming part of Contract:

Failure to notify Seller and/or Seller's agent within the time specified constitutes a waiver of the contingencies and Purchaser waives the right to cancel contract.

**BROKERAGE RELATIONSHIP CONFIRMATION (AGENCY DISCLOSURE):** Seller and Purchaser confirm that before signing this contract disclosure of the Selling Agent's relationship (s) to the seller, another agency, broker or licensee was made upon first contact, or no later than the first showing, by delivery of a MISSOURI DISCLOSURE FORM as prescribed by the Missouri Real Estate Commission. Purchaser understands the Selling Agent is acting on behalf of the seller of the real estate and that whatever information purchaser gives to the Selling Agent may be disclosed to the seller. Any commission will come either directly or indirectly from the seller.

Broker, agent or licensee acting on behalf of the purchaser shall do so as a buyer's agent and not as dual agent, transaction broker, or subagent of the Selling Agent. The Selling Agent shall not be responsible for any oral or written representation made by a buyer's agent to the purchaser. Any commission will come either directly or indirectly from the seller unless otherwise specified.

\_\_\_\_\_  
Agent for Buyer(s) - Date

Approved on date first written

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent for Seller(s) - Date

Seller(s) agree to pay a \_real estate commission on the total sale price at time of closing to Leon R. Miller Co. Said commission to be a lien on subject property.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date