

December 1, 2023

Dear Broker,

The intent of this packet is to inform you of the upcoming changes to forms. The packet contains a revised contract, associated riders (if any), comparison chart, and an updated Valid Form Guide.

Affected Form

#2105 – Contingency on Buyer's Assumption of Existing Note and Deed of Trust

Here is an overview of changes made to the contract:

Contingency on Buyer's Assumption of Existing Note and Deed of Trust (Form #2105) – Interest rates have increased and the probability this form will be used has increased. It has been a while since we reviewed this form and changes to meet current market were needed. The current form will be honored for six (6) months once the new version is live on January 1, 2024.

Reminder of forms expiring on December 31, 2023.

- The Residential Sale Contract (Form #2090) version dated 07/22
- The Residential Lease (Form #2118) version 01/20
- The Relationship Disclosure Addendum to Residential Lease (Form #2161) version 01/20

Due to the nature of the changes on this form, no training dates will be held.

Sincerely,

St. Louis REALTORS® 12777 Olive Blvd.
St. Louis, MO 63141 314.576.0033

Form: #2105 CONTINGENCY ON BUYER'S ASSUMPTION OF EXISTING NOTE AND DEED OF TRUST

Previous Version: 01/20 Current Version: 01/24

Previous Language

(Lines 3-5) previously read:

Note: Certain FHA and VA assumption restrictions apply to FHA loans originated on or after 12/01/86 and VA loans originated on or after 3/01/88. Seller should contact the lender and FHA and VA for important details. On VA loans, the <u>restoration</u> of the Seller's entitlement and the <u>release</u> of the Seller's liability are not the same. Seller should consult with VA for further clarification about this.

(Lines 6-7) previously read:

1.	The seller has an assumable ☐ first	OR	☐ second deed of	of trust to	secure
the f	ollowing loan:				
	Lender's:				
				Lender'	current
assuı	nption fee: \$				

(Lines 12-13) preciously ready:

2. THIS RIDER APPLIES TO TWO DIFFERENT CONTINGENCIES. THE PARTIES SHALL SELECT ONE CONTINGENCY BY THEIR INITIALS IN THE MARGIN:

(Lines 14-21) preciously read:

SELLER RELEASED FROM LIABILITY ON THE LOAN.

Buyer agrees to apply to the Lender to assume the loan described above within five (5) days after "Acceptance Deadline" date of the Sale Contract. If Buyer does not apply within that time, Buyer waives this assumption contingency and converts this to a cash contract. Buyer agrees to do all things necessary to assume the loan including but not limited to, execution of loan applications, disclosures and other instruments and payment of all fees and

Added Language Deleted Language

Current Language (in redline)

(Lines 3-5) now reads:

Note: Certain FHA and VA assumption restrictions apply to FHA loans originated on or after 12/01/86 and VA loans originated on or after 3/01/88. Seller should contact Lender and FHA and VA for important details. On VA loans, the <u>restoration</u> of Seller's entitlement and the <u>release</u> of Seller's liability are not the same. Seller should consult with VA for further clarification about this.

(Lines 6-7) now reads:

1. Seller has an assumable ☐ first	OR	☐ second deed of trust to
secure the following loan:		
Lender:		
Lender's current assumption fee: \$		

Lines (12-13) now reads:

2. THIS RIDER APPLIES TO TWO DIFFERENT TYPES OF CONTINGENCIES. THE PARTIES SHALL CHECK ONE BOX BELOW:

Lines (15-23) now reads:

□ SELLER RELEASED FROM LIABILITY ON THE LOAN.

Buyer agrees to apply to Lender to assume the loan described above within five (5) days after "Acceptance Deadline" date of the Sale Contract. If Buyer does not apply within that time, Buyer waives this assumption contingency and converts the Sale Contract to a cash contract. Buyer agrees to do all things necessary to assume the loan including but not limited to, execution of loan applications, disclosures and other instruments and payment of all fees and charges of Lender.

	charges of the Lender. If Buyer does not obtain a written commitment for assumption of the loan and release of Seller from liability thereon, or does not waive this contingency in writing, by 5:00 p.m. on (or any written extension) this contract shall terminate, and earnest deposit will be returned to Buyer (subject to paragraph 12), less any expense incurred by or in behalf of Buyer. (Buyer's waiver converts this to a cash contract).		If Buyer does not obtain a written commitment for assumption of the loan and release of Seller from liability thereon, or does not waive this contingency in writing, by 5:00 p.m. on (or any written extension) the Sale Contract shall terminate, and earnest money will be returned to Buyer (subject to paragraph 12 of the Sale Contract), less any expense incurred by or in behalf of Buyer. Buyer's waiver of this contingency converts the Sale Contract to a cash contract.
(Line	SELLER NOT RELEASED FROM LIABILITY ON THE LOAN. Within days after the "Acceptance Deadline" date the Sale Contract, Buyer shall deliver to Seller, or the listing Agent, Buyer's financial disclosure including a credit report from CSC, TransUnion, TRW, or similar agency credit reporting company acceptable to Seller, along with additional financial information (specified here):		(24-29) now reads: SELLER NOT RELEASED FROM LIABILITY ON THE LOAN. Within days after the "Acceptance Deadline" date of the Sale Contract, Buyer shall deliver to Seller, or the listing broker, Buyer's financial disclosure including a credit report from a reputable credit reporting company acceptable to Seller, along with additional financial information (specified here):
		Lines	(30-47) now reads:
(Line	Failure of Buyer to make the financial disclosure by the deadline shall constitute a default, and Seller shall have all remedies provided in the Sale Contract. Buyer authorizes the credit reporting company to release information to Seller or the listing Broker. If Seller notifies Buyer or selling broker in writing of Seller's disapproval of Buyer's financial disclosure within five (5) days receipt of Buyer's financial disclosure, this contract shall terminate, and earnest deposit will be returned to Buyer (subject to paragraph 12), less any expense incurred by or in behalf of Buyer. Brokers shall have no liability for the contents of Buyer's financial disclosure. If Seller approves Buyer's financial disclosure, Seller shall request the liability on the loan and may impair Seller's future credit. Seller will remain liable on the loan even after a subsequent conveyance of Property until the lender releases the Seller or acknowledges full payment of note.		Failure of Buyer to make the financial disclosure by the deadline shall constitute a default, and Seller shall have all remedies provided in the Sale Contract. Buyer authorizes the credit reporting company to release information to Seller or the listing broker. If Seller notifies Buyer or selling broker in writing of Seller's disapproval of Buyer's financial disclosure within five (5) days after receipt of Buyer's financial disclosure, the Sale Contract shall terminate, and earnest money will be returned to Buyer (subject to paragraph 12 of the Sale Contract), less any expense incurred by or in behalf of Buyer. Brokers shall have no liability for the contents of Buyer's financial disclosure. If Seller approves Buyer's financial disclosure, Seller shall retain the liability on the loan which may impair Seller's future credit. Seller will remain liable on the loan even after a subsequent conveyance of the Property until Lender releases Seller or acknowledges full payment of the loan.
3.	Buyer to reimburse Seller, at Closing, for escrow balance (if any). The parties agree to comply with the requirements of the lender. The Seller shall include in the warranty deed the following language (with the four blanks to be filled in by the closing agent): Subject to promissory note secured by deed of trust recorded in Book Page of the of records, which grantee bereby assumes and agrees to pay.		Buyer to reimburse Seller, at Closing, for escrow balance held by Lender (if any). The parties agree to comply with the requirements of Lender. Seller shall include in the deed at Closing the following language (with the four blanks to be filled in by the closing agent): Subject to promissory note secured by deed of trust recorded in Book Page of the off records, which grantee hereby assumes and agrees to pay.

4.	Buyer will (check one box below):
	pay at Closing any difference between current loan and purchase price
	by cash, and such difference will not be contingent upon financing.
	finance any difference between current loan and purchase price under
	the terms specified in the financing paragraph of the Sale Contract.

This document has legal consequences. If you do not understand it, consult your attorney. The text of this form may not be altered in any manner without written acknowledgement of all parties.

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Form # 2105

01/20 01/24

CONTINGENCY ON BUYER'S ASSUMPTION OF EXISTING NOTE AND DEED OF TRUST

	E CONTRACT DATE:
PROI	PERTY:
3/01/8	Certain FHA and VA assumption restrictions apply to FHA loans originated on or after 12/01/86 and VA loans originated on or after 88. Seller should contact the Llender and FHA and VA for important details. On VA loans, the restoration of the Seller's entitlement he release of the Seller's liability are not the same. Seller should consult with VA for further clarification about this.
1.	The seller Seller has an assumable ☐ first OR ☐ second deed of trust to secure the following loan:
	Lender's:Lender's current assumption fee: \$
	Lender's: Lender's current assumption fee: \$ Approximate principal balance: \$ (as of day of Loan: □ FHA □ VA □ Conventional Type: □ ARM □ Fixed □ Other
	Loan: FHA VA Conventional Type: ARM Fixed Other
	Current interest rate:% Term:months Maturity date:Current monthly payment of \$also includes: ☐ Taxes ☐ Insurance ☐ PMI
2.	THIS RIDER APPLIES TO TWO DIFFERENT TYPES OF CONTINGENCIES. THE PARTIES SHALL SELECT ONE CONTINGENCY BY THEIR INITIALS IN THE MARGIN CHECK ONE BOX BELOW:
□	SELLER RELEASED FROM LIABILITY ON THE LOAN.
브	Buyer agrees to apply to the Lender to assume the loan described above within five (5) days after "Acceptance Deadline" date of the Sale
	Contract. If Buyer does not apply within that time, Buyer waives this assumption contingency and converts this the Sale Contract to a cash
	contract. Buyer agrees to do all things necessary to assume the loan including but not limited to, execution of loan applications, disclosure
	and other instruments and payment of all fees and charges of the Lender. If Buyer does not obtain a written commitment for assumption of the
	loan and release of Seller from liability thereon, or does not waive this contingency in writing, by 5:00 p.m. on
	(or any written extension) this the Sale Ceontract shall terminate, and earnest deposit money will be returned to Buyer (subject to paragraph 12)
	of the Sale Contract), less any expense incurred by or in behalf of Buyer. (Buyer's waiver of this contingency converts this the Sale Contract to a cash contract).
	acceptable to Seller, along with additional financial information (specified here)
	Failure of Buyer to make the financial disclosure by the deadline shall constitute a default, and Seller shall have all remedies provided in the Sale Contract. Buyer authorizes the credit reporting company to release information to Seller or the listing Brokerbroker. If Seller notifies Buyer or selling broker in writing of Seller's disapproval of Buyer's financial disclosure within five (5) days after receipt of Buyer's financial disclosure, this the Sale contract Shall terminate, and earnest deposit money will be returned to Buyer (subject to paragraph 12 of the Sale Contract), less any expense incurred by or in behalf of Buyer. Brokers shall have no liability for the contents of Buyer's financial disclosure If Seller approves Buyer's financial disclosure, Seller shall request retain the liability on the loan which and may impair Seller's future credit Seller will remain liable on the loan even after a subsequent conveyance of the Property until the lender Lender releases the Seller of acknowledges full payment of the noteloan.
3.	Buyer to reimburse Seller, at Closing, for escrow balance <u>held by the Lender</u> (if any). The parties agree to comply with the requirements of the <u>Lender</u> . The Seller shall include in the <u>warranty</u> deed <u>at Closing</u> the following language (with the four blanks to be filled in by the closing agent):
	Subject to promissory note secured by deed of trust recorded in Book Page of the o o records, which grantee hereby assumes and agrees to pay.
4.	Buyer will (check one box below):
	pay at <u>closing Closing</u> any difference between current loan and purchase price by cash, and such difference will not be / not contingent upor financing.
□	will-finance any difference between current loan and purchase price under the terms specified in the financing paragraph of the Sale Ceontract

52	Buyer Printed Name		Seller Printed Name	
53				
54 55	BUYER SIGNATURE	DATE	SELLER SIGNATURE	DATE
56	Buver Printed Name		Seller Printed Name	

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Form # 2105

01/24

CONTINGENCY ON BUYER'S ASSUMPTION OF EXISTING NOTE AND DEED OF TRUST

	E CONTRACT DATE:	
	PERTY:	
3/01/		oans originated on or after 12/01/86 and VA loans originated on or aftent details. On VA loans, the <u>restoration</u> of Seller's entitlement and the hVA for further clarification about this.
1.	Seller has an assumable □ first OR □ second deed of trust t	o secure the following loan:
	Lender:	Lender's current assumption fee: \$
	Approximate principal balance: \$	Lender's current assumption fee: \$
	Current interest rate: % Term: months	Maturity date:
	Current monthly payment of \$ also includ	Maturity date: es: ☐ Taxes ☐ Insurance ☐ PMI
2.	THIS RIDER APPLIES TO TWO DIFFERENT TYPES OF OBELOW:	CONTINGENCIES. THE PARTIES SHALL CHECK ONE BOX
	BELOW:	
	SELLER RELEASED FROM LIABILITY ON THE LOAN.	
	Buyer agrees to apply to Lender to assume the loan described	above within five (5) days after "Acceptance Deadline" date of the Sale
	Contract. If Buyer does not apply within that time, Buyer waives t	his assumption contingency and converts the Sale Contract to a cash contract
		ling but not limited to, execution of loan applications, disclosures and other
	instruments and payment of all fees and charges of Lender. If E	suyer does not obtain a written commitment for assumption of the loan and
	release of Seller from liability thereon, or does not waive this cont	ngency in writing, by 5:00 p.m. on (or any oney will be returned to Buyer (subject to paragraph 12 of the Sale Contract)
	less any expense incurred by or in behalf of Buyer. Buyer's waive	er of this contingency converts the Sale Contract to a cash contract.
	SELLER NOT RELEASED FROM LIABILITY ON THE LO	AN.
	Within days after the "Acceptance Deadline" date of	the Sale Contract, Buyer shall deliver to Seller, or the listing broker, Buyer'
	financial disclosure including a credit report from a reputable credit report from a reputabl	edit reporting company acceptable to Seller, along with additional financia
	information (specified here):	
	Failure of Buyer to make the financial disclosure by the deadline	shall constitute a default, and Seller shall have all remedies provided in the
		release information to Seller or the listing broker. If Seller notifies Buyer o
		al disclosure within five (5) days after receipt of Buyer's financial disclosure
		ned to Buyer (subject to paragraph 12 of the Sale Contract), less any expens
		for the contents of Buyer's financial disclosure. If Seller approves Buyer'
		hich may impair Seller's future credit. Seller will remain liable on the loan
	even after a subsequent conveyance of the Property until Lender r	eleases Seller or acknowledges full payment of the loan.
3.		Lender (if any). The parties agree to comply with the requirements of Lender
	Seller shall include in the deed at Closing the following language	
		in Book Page of the o
	records, which grantee hereby assumes and a	grees to nav
		siees to pay.
1	-	grees to pay.
4. □	Buyer will (check one box below):	
4.	Buyer will (check one box below): pay at Closing any difference between current loan and purchase p	price by cash, and such difference will not be contingent upon financing.
	Buyer will (check one box below): pay at Closing any difference between current loan and purchase p	
	Buyer will (check one box below): pay at Closing any difference between current loan and purchase p	price by cash, and such difference will not be contingent upon financing.
	Buyer will (check one box below): pay at Closing any difference between current loan and purchase p	orice by cash, and such difference will not be contingent upon financing. der the terms specified in the financing paragraph of the Sale Contract.
BUY	Buyer will (check one box below): pay at Closing any difference between current loan and purchase prince any difference between current loan and purchase price until the contract of the cont	orice by cash, and such difference will not be contingent upon financing. der the terms specified in the financing paragraph of the Sale Contract. SELLER SIGNATURE DATE
BUY	Buyer will (check one box below): pay at Closing any difference between current loan and purchase prinance any difference between current loan and purchase price un	orice by cash, and such difference will not be contingent upon financing. der the terms specified in the financing paragraph of the Sale Contract.
BUY	Buyer will (check one box below): pay at Closing any difference between current loan and purchase prints finance any difference between current loan and purchase price under the second	orice by cash, and such difference will not be contingent upon financing. der the terms specified in the financing paragraph of the Sale Contract. SELLER SIGNATURE DATE
BUY	Buyer will (check one box below): pay at Closing any difference between current loan and purchase prints finance any difference between current loan and purchase price under the second	orice by cash, and such difference will not be contingent upon financing. der the terms specified in the financing paragraph of the Sale Contract. SELLER SIGNATURE DATE



Contracts and Forms Valid Form Guide – January 1, 2024 UPDATED December 2023

FORM# **FORM NAME FORM DATE & STATUS COMPARISON CHART**

2039	Protect Your Family LBP Brochure	03/21 Valid	03/21 vs. 07/18
2043	Special Sale Contract	07/22	07/22 vs. 07/21
2045	Notification Regarding Contingency for Sale & Closing of Buyer's Property	01/20 Valid (online only)	01/20 vs. 08/03
2046	Appraisal Rider	01/23 Valid	01/23 vs. 01/20
2047	Listing Contract (Limited Agency)	07/22 Valid	07/22 vs. 04/21
2047a	Transaction Brokerage Addendum to Listing Contract	01/20 Valid	01/20 vs. 11/03
2047b	Lease Addendum to the Listing Contract	01/20 Valid	01/20 vs. 02/09
2049	Disclosure of Information and Acknowledgement of Lead Based Paint &/or Lead Based Paint Hazards	01/20 Valid	01/20 vs. 07/16
2059	Condominiums, Villas or Similar Lifestyle Communities	01/20 Valid	01/20 vs. 03/07
2060	Inspections Contingency Brochure	01/20 Valid (online only)	01/20 vs. 07/13
2062	Title & Survey Contingency Explanation Brochure	01/20 Valid (online only)	01/20 vs. 01/14
2083	An Overview of the Home Buying & Selling Process Brochure	01/20 Valid (online only)	01/20 vs. 07/13
2085	Lockbox Authorization & Tenant Privacy Release (Formerly Lockbox Authorization)	01/21 Valid (online only)	01/21 vs. 01/20
2089	Amendment to The Sale Contract	01/20 Valid	01/20 vs. 07/18
2090	Residential Sale Contract	07/23 Valid	07/23 vs. 07/22



FORM# FORM NAME FORM DATE & STATUS COMPARISON CHART

2091	Seller's Disclosure Statement	01/20 Valid	01/20 vs. 01/19
2091a	Seller's Disclosure Statement Addendum	01/20 Valid	01/20 vs. 06/07
2092	Contingency For Sale And Closing Of Buyer's Property	01/20 Valid	01/20 vs. 01/19
2092a	Contingency For Closing Of Buyer's Property	01/20 Valid	01/20 vs. 09/15
2094	Possession by Buyer Prior to Closing	01/20 Valid	01/20 vs. 11/08
2095	Possession by Seller After Closing	01/20 Valid	01/20 vs. 11/08
2096	Rental Property Rider	01/20 Valid (online only)	01/20 vs. 01/17
2096a	Rental Property Verification	01/20 Valid (online only)	01/20 vs. 01/14
2096b	Notice to Tenants	01/20 Valid (online only)	01/20 vs. 01/14
2098	Deposit Addendum	01/20 Valid	01/20 vs. 05/04
2099	Limited Purpose Entry by Buyer Prior to Closing	01/20 Valid (online only)	01/20 vs. 05/99
2105	Contingency on Buyer's Assumption of Existing Note & Deed of Trust	01/24 Valid (online only) Version dated 01/20 will expire on July 1, 2024	01/24 vs. 01/20
2107	Commission agreement	01/20 Valid	01/20 vs. 11/09
2118	Residential Lease	07/23 Valid	07/23 vs. 01/20
2118a	Amendment to Residential Lease	01/20 Valid (online only)	01/20 vs. 01/15
2119	Pre-1978 Housing Rental and Leases Disclosure Of Information Lead Based Paint and/or Lead Based Paint Hazards	01/20 Valid	01/20 vs. 07/16
2120	Back-Up Contract Rider	01/21 Valid	01/21 vs. 01/20
2120A	**NEW FORM - Back-Up Contract Notice	01/21 Valid	NEW FORM NO COMPARISON
2125	Buyer's Exclusive Agency Contract	04/21 Valid	04/21 vs. 01/20
2125a	Buyer's Agency Agreement Amendment	01/20 Valid	01/20 vs. 11/07
2126	Condominium Supplement to Listing contract	01/20 Valid	01/20 vs. 07/12



FORM DATE & STATUS

COMPARISON

FORM#

FORM NAME

FURM#	FORM NAME	FORM DATE & STATUS	CHART
2129	Inspection Notice	01/23 Valid	01/23 vs. 01/20
2135fha	FHA Loan Provision Rider	01/20 Valid	01/20 vs. 09/15
2135va	VA Loan Provision Rider	01/23 Valid	01/23 vs. 01/20
2136	Escrow Agreement	01/20 Valid	01/20 vs. 01/05
2140	Title And Survey Work Order Form	01/20 Valid	01/20 vs. 01/14
2141	Condominium Resale Certificate	01/20 Valid	01/20 vs. 08/99
2141a	Villas Or Similar Lifestyle Communities Resale Information	01/20 Valid	01/20 vs. 07/16
2142	Authorization to Show, Buyers Agent	04/21 Valid	04/21 vs. 01/20
2142ТВ	Authorization To Show, Transaction Brokerage	04/21 Valid	04/21 vs. 01/20
2143	Review of Indentures/Restrictive Covenants Rider	01/20 Valid	01/20 vs. 10/04
2150	Missouri Broker Disclosure Form	11/08 Valid	
2158	Mutual Release	01/20 Valid	01/20 vs. 01/19
2159	Buyer/Tenant Acknowledgment	01/20 Valid (online only)	01/20 vs. 09/99
2161	Relationship Disclosure Addendum To Residential Lease	01/20 Valid	01/20 vs. 01/18
2162	Relationship Disclosure Addendum to Purchase Agreement	01/20 Valid	01/20 vs. 01/18
2164	Sale Contract Counteroffer	01/20 Valid	01/20 vs. 07/12
2165	Septic/Well Addendum To Seller's Disclosure Statement	01/20 Valid	01/20 vs. 12/09
2167	Title and Survey Notice	01/20 Valid	01/20 vs. 06/10
2168	Listing Contract Amendment	01/20 Valid	01/20 vs. 07/12
2175	Short Sale Supplement to the Listing Contract	01/20 Valid (online only)	01/20 vs. 02/08
2176	Short Sale Rider to the Sale Contract	01/20 Valid (online only)	01/20 vs. 05/08
2177	Authorization to Release Information	01/20 Valid (online only)	01/20 vs. 02/08
2180	Pool/Spa/Pond/Lake Addendum To	01/20 Valid (online only)	01/20 vs. 07/13



FORM# FORM NAME FORM DATE & STATUS COMPARISON CHART

	Seller's Disclosure Statement		
2181	Final Walk-Through Notice	01/20 Valid (online only)	01/20 vs. 01/13
2182a	Seller's Inspection Authorization	01/20 Valid (online only)	01/20 vs. 07/13
2182b	Buyer's Inspection Authorization	01/20 Valid (online only)	01/20 vs. 07/13
2184	Special Sale Inspection Rider	01/20 Valid (online only)	01/20 vs. 07/13
2185a	Mechanic Lien Risk and Forms	01/20 Valid	01/20
2185b	Notice of Intended Sale (NOIS)	Valid	NO VERSION #

<u>Valid Forms</u>: Forms that are currently approved for use as part of the standard form library of the St. Louis REALTORS°.

<u>Withdrawn Forms</u>: Dated version of a form that is no longer approved for use and have been removed from the standard form library of the St. Louis REALTORS[®]. Use of withdrawn forms is in violation of the copyright; it is a violation of the Missouri law to use forms for which the approval has been withdrawn and the St. Louis Association will not defend the use of withdrawn forms. Generally E&O insurance policies require the use of approved forms.