**OPINION SUMMARY**
**MISSOURI COURT OF APPEALS—EASTERN DISTRICT**
DIVISION ONE

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| LISA WEBER, et al., | ) | No. ED111226 |
| | ) | |
| Appellants, | ) | Appeal from the Circuit Court |
| | ) | of Lincoln County |
| | ) | Cause No. 19L6-CC00084 |
| v. | ) | |
| | ) | |
| | ) | |
| FEDERAL HOME LOAN MORTGAGE CORPORATION, | ) | Honorable Patrick S. Flynn |
| | ) | |
| | ) | |
| Defendant. | ) | FILED: September 26, 2023 |

Lisa and Samuel Weber ("the Webers") appeal from the grant of summary judgment in favor of Federal Home Loan Mortgage Corporation ("FHLMC") on the Webers' petition for specific performance and breach of a real estate contract.

AFFIRMED.

Division One Holds: The trial court did not err in granting summary judgment in favor of FHLMC on the Webers' breach of contract claim because the remedies of specific performance of the real estate contract and attorney fees were unavailable to the Webers pursuant to the addendum to the contract, as reflected in the uncontroverted material facts in the summary judgment record. Furthermore, the "indemnification scheme" alleged by the Webers on appeal as a basis for reversing the summary judgment is not preserved for appeal because it was not presented in the Webers' response to FHLMC's motion for summary judgment before the trial court.

Opinion by: Cristian M. Stevens, J.
Robert M. Clayton III, P.J., Philip M. Hess, J., concur.

Attorney for Appellants: Christopher S. Swiecicki

Attorney for Respondent: Beverly M. Weber and Paul L. Brusati

**THIS SUMMARY IS NOT PART OF THE OPINION OF THE COURT. IT HAS BEEN PREPARED FOR THE CONVENIENCE OF THE READER AND SHOULD NOT BE QUOTED OR CITED.**