REAL ESTATE SALES CONTRACT

This Agreement, made by and between, Haddam United Methodist Church, hereinafter referred to as "Seller", and _____ _____, hereinafter referred to as "Buyer".

1. THE PROPERTY. Seller will sell and convey by a Warranty Deed to the Buyer all of the Seller's right, title and interest in and to the following described real estate, including, but no limited to, all mineral rights, water rights, wind rights and solar rights, to-wit:

The North Half of the Northeast Quarter of Section 33, Township 1 South, Range 1 East of the 6th P.M., Washington County, Kansas.

2. PURCHASE PRICE. The purchase price is $_____. The Buyer will pay the sum of $_____ (10% of the total purchase price) to the escrow agent Pony Express Title, LLC on the execution of this contract. The Buyer will pay the balance of the purchase price to the escrow agent in the form of certified funds (bank money order and/or cashier's check) on or before **September 29, 2022**, and upon receipt of a Warranty Deed which conveys marketable, insurable, record title free and clear of liens and encumbrances.

3. TITLE INSURANCE. Within a reasonable time after the execution of this contract, the Seller will make available to Buyer, a preliminary owner's title insurance commitment covering the above-described property. As a condition of this contract a title insurance commitment must show an insurable title to be vested in the Seller. Buyer will be entitled to a reasonable time in which to have the title insurance commitment examined, and to return the same to Seller with any objections as to the condition of the title. Seller shall then have a reasonable time to satisfy any valid objections as to the insurability of the title. If Seller is unable to furnish an insurable title within a reasonable time this contract shall become null and void. The owner's policy will be issued in the amount of the purchase price. Each party shall pay one-half of the cost of the title insurance commitment. Any lender's policy will be at the cost of the buyer.

4. DEED AND ESCROW. A Warranty Deed shall be executed and deposited with the Pony Express Title, LLC, who will act as Escrow Agent. The Escrow Agent is hereby directed to deliver the Deed to Buyer at the designated time. The Escrow Agent is hereby authorized and directed to pay off any mortgage or lien against the property, and any and all expenses incurred in connection with the sale of the above-described real estate. The Escrow Agent shall pay over the balance which the Seller is entitled, to the Seller. Buyer and Seller agree that failure by either to respond in writing to a certified letter from the escrow agent within seven (7) days of receipt thereof or failure to make written demand for return or forfeiture of an earnest money deposit within thirty (30) days of notice of cancellation of this agreement, shall constitute consent to distribution of the earnest money as suggested in any such certified letter, or as demanded by the other party hereto. Seller consents and hereby authorizes the Escrow Agent to request and receive

mortgage information, including the amount to pay the mortgage in full at closing. Seller further authorizes any lender to release the mortgage payoff information directly to the Escrow Agent.

5. CLOSING COSTS. Seller and Buyer are equally responsible for the cost of the preparation of the Real Estate Sales Contract, Warranty Deed and Escrow Fee on final closing ($250.00 each).

6. POSSESSION. Possession of the above-described premises shall be delivered to Buyer on final closing.

7. TAXES. Seller will pay all taxes for the year 2022 and all prior years. The Buyer shall pay the 2023 real estate taxes and all subsequent years. Both parties consent that should tax assessments, statements or other information cross in the mail to deliver said documents to the other party, either directly or through the escrow agent.

8. NO INSURANCE. There is no present insurance which covers any improvements on the premises.

9. CONDITION OF PROPERTY. It is agreed and understood that this contract is for the sale of the real estate in its present existing condition, including environmental factors. Sellers make no representation or warranty as to the condition of the property. It is specifically understood and agreed by the parties that the property is sold "AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESSED OR IMPLIED" at the time of closing. Seller knows of no environmental issues or concerns. Seller is not aware of any hazardous materials being disposed on the property. Seller has no knowledge of whether the previous application of any fertilizer or chemical applications were applied outside of the regulations or label instructions.

10. TIME IS OF THE ESSENCE. It is understood and agreed that time is of the essence of this contract. All covenants and agreements contained herein shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

11. DEFAULT. Upon the failure of the Buyer to make the payments required under this contract, or upon Buyer's default, Seller may at Seller's option enforce specific performance or may declare this contract forfeited in which case Seller may retain the earnest money as liquidated damages.

12. ELECTRONIC SIGNATURE. The signatures on this contract or counterparts thereto may be rendered or exchanged by facsimile or electronic transmission, and signatures so rendered or exchanged by the parties shall be construed as original signatures to this contract.

13. EXECUTION OF CONTRACT. This agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This agreement shall not be fully effective unless and until it is signed by each of the above-named parties.

14. NO ASSIGNMENT OF CONTRACT. Buyer shall not have authority to assign this contract or any interest under this contract.

15. SUCCESSORS. The terms and provisions of this contract shall extend to and become binding upon the heir, executors, administrators, and assigns of the respective parties.

16. PERSONAL PROPERTY. There is no personal property that is involved in this transaction.

17. TAX IDENTIFICATION INFORMATION. The parties agree to furnish the Escrow Agent with their social security number/ tax identification number in compliance with the IRS Rules. Seller agrees to execute an IRS form W-9 prepared by the Escrow Agent. The Escrow Agent is responsible for the completion and filing of an IRS Form 1099-S, if required.

19. EXPERT ADVICE. The parties acknowledge that they may and should obtain expert advice as to any matters of matters relative to this transaction, including tax, legal, or otherwise. Buyer acknowledges that the contract was prepared on behalf of the Seller and Galloway, Wiegers & Brinegar, PA are attorneys for the Seller.

20. BROKER'S RELATIONSHIPS DISCLOSURE:

A. SELLER'S AGENT. The parties are made aware that Midwest Land and Home, LLC is acting as an Agent for the Seller with the duty to represent the Seller's interest. The agent is not an agent for the prospective Buyer, and any information given to the agent will be disclosed to the Seller.. Seller and Buyer acknowledge that the Disclosure of Real Estate Brokerage Relationship form has been furnished to the parties. The real estate firm involved in this transaction are agents only and not parties to this contract and will in no case whatsoever be held liable to either party for performance of any term or condition of this agreement or for damages for non-performance. Buyer acknowledges that said firm has made no representations and have given no express or implied warranties with regard to the condition of the subject property. Seller and Buyer agree that the real estate firm shall not be responsible for the conduct of third parties providing specialized services whether those services were arranged by Seller, Buyer or the real estate firm on behalf of either.

B. BROCHURE. By signing this Contract, the parties hereto acknowledge and affirm the Real Estate Brokerage Relationships Brochure, also known as the Agency Disclosure Brochure, required by K.S.A. 58-30,110 was given to each of them, explained and discussed.

C. COMMISSION. Notwithstanding any other provisions set forth herein, Seller shall be responsible for the real estate commission payable to Midwest Land and Home.

21. 1031 EXCHANGE. Seller and Buyer acknowledge that the electing party may elect to effect the sale and purchase of the Property as an exchange pursuant to Section 1031 of the Internal Revenue Code, provided the electing party utilizes the services of a “qualified intermediary” as defined in the Treasury Regulation '1.103.(k)-(g)(4)(iii) ("intermediary") to effectuate such Section 1031 exchange and will cooperate in the accomplishment of that purpose provided only that (i) the other party shall not be required to be vested in title to any parcel other than the Property, (ii) the other party shall incur no liability or expense beyond those inherent in an acquisition of the Property for a cash payment nor be delayed in the Closing. (iii) the electing party shall have given the other party notice of its intentions to close this transaction as an exchange not less than five days prior to the Closing; such notice shall be given by either certified mail, postage prepaid, return receipt requested, facsimile or overnight delivery by a nationally recognized service. The electing party may assign this Agreement to an Intermediary without the other parties consent for purposes of effectuating a 1031 exchange. Notwithstanding an assignment to or substitution of the Intermediary to act in place of the electing party, the electing party agrees to unconditionally guarantee the full and timely performance by the intermediary of the representations, warranties, obligations and undertakings of the Intermediary regarding a Section 1031 exchange, and in the event of breach, the other party may proceed directly against the electing party without the need to join the Intermediary. The other party agrees to execute such documents as are reasonably necessary or appropriate and to otherwise cooperate with the electing party to effectuate a Section 1031 exchange, and the electing party of such Section 1031 exchange except insofar as such liability is attributable to the failure of the other party to perform as required hereunder.

IN WITNESS WHEREOF, the parties have set their names this ___ day of August, 2022.

_____
Haddam United Methodist Church
By: _____ - Seller

_____	_____
_____ - Buyer	_____ -Buyer
Mailing Address:	Mailing Address:
_____	_____
_____	_____
Phone Number: _____	Phone Number: _____
E-mail: _____	E-mail: _____

ACCEPTANCE OF ESCROW AGENT

The undersigned hereby accepts the duties and responsibilities as Escrow Agent for the purpose of the foregoing sale.

Receipt of the signed contract is hereby acknowledged this ____ day of September 2022.

Receipt of the $_____ earnest money deposit is hereby acknowledged this _____ day of August 2022.

Pony Express Title, LLC

By: _____
(Escrow Agent)