

REAL ESTATE SALES CONTRACT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between Herbert J. Plegge, a single person, hereinafter referred to as "Seller", and \_\_\_\_\_, hereinafter referred to as "Buyer(s)."

WITNESSETH: That Seller hereby agrees to sell and convey marketable title by a Warranty Deed to the Buyer(s), or such other persons designated by Buyer(s), free and clear of all liens and encumbrances except easements and restrictions of record and subject to applicable zoning laws, and Buyer(s) agree to purchase all of the following described real estate, to-wit:

SEE ATTACHED EXHIBIT(S) CONTAINING LEGAL DESCRIPTION

together with all rights, privileges and appurtenances owned by Seller and in any way related to the property.

1. The purchase price is \$\_\_\_\_\_. The Buyer(s) will pay the sum of \$\_\_\_\_\_ (10% of the purchase price) to the Escrow Agent upon the execution of this contract. The Buyer(s) will pay the balance of the purchase price in the form of certified funds on or before December 4, 2019, and upon receipt of the Warranty Deed which conveys marketable record title to Buyer(s).

2. Seller agrees to deliver to Buyer(s) within a reasonable time after the execution of this contract, a preliminary owner's title insurance commitment, and after closing, a standard owner's title policy both issued by a Kansas licensed title insurance company of the Seller's choosing, covering the above described property certified to date in the full amount of the purchase price of the above property. Seller agrees that as a condition of this contract, the title insurance commitment must show insurable title to be vested in the Seller. Buyer(s) shall be entitled to a reasonable time thereafter in which to have said title insurance report examined and to return the same to Seller with any written objections as to the exclusions or underwriting requirements in said title insurance commitment. Seller shall then have a reasonable time to satisfy any underwriting requirements. The title insurance premium will be paid equally by Seller and Buyer(s).

3. A Warranty Deed shall be executed and deposited with the Escrow/Closing Agent. The Escrow Agent is hereby directed to deliver the Deed to Buyer(s) when the entire purchase price has been paid in full.

4. The parties hereto make and designate Marshall County Abstract & Title Company the Escrow Agent for this transaction. The Escrow Agent is hereby advised to hold the Warranty Deed in Escrow until the purchase price has been paid in full; at which time the Deed will be delivered to the Buyers. The Escrow Agent is directed to pay all expenses incurred in connection with the sale of the above described real estate, including a real estate commission of the gross proceeds from the sale due and owing to Midwest Land and Home. The Escrow/Closing Agent shall pay over the balance to which the Seller is entitled to the Seller or Seller's assigns. The Seller and Buyer(s) shall equally share the fee charged by the Escrow/Closing Agent.

The Escrow Agent reserves the right to require the balance of the purchase price to be provided by bank wire transfer to the Escrow Agent's financial institution at or prior to closing. Notwithstanding the definition of good funds under Kansas law, it is agreed by the parties hereto that funds to close must be fully settled and unconditionally credited to the account of the Escrow Agent at or prior to closing.

The parties understand that applicable Kansas real estate laws prohibit the escrow agent from distributing the earnest money, once deposited, without the consent of all parties to this agreement. Buyer(s) 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.

5. Possession of the above real estate shall be delivered to Buyer(s) on final closing subject to the rights of the present tenant. In the event fall harvest is not complete by final closing, Buyer(s) shall take possession upon the conclusion of harvest. Closing shall take place on or before November 15, 2019. The parties hereto acknowledge that the present tenant has signed a voluntary release of tenancy effective after the completion of fall harvest.

6. Seller agrees to pay all taxes and assessments for the year 2019 and all prior years. Buyer(s) agree to pay all subsequent taxes and assessments. Any back taxes due and owing, and any penalties associated with said back taxes shall be paid from Escrow.

7. Seller agrees to deliver and Buyer(s) agree to accept the property in its present condition. **Seller makes no warranty as to the condition of the property. Buyer(s) acknowledge that Buyer(s) has inspected the property and that Buyer(s) is purchasing the property "as is".** Seller further agrees to keep the property and improvements, if any, in the same or substantially the same condition as the property is in at the time of execution of this agreement.

8. Time is of the essence of this Agreement. In the event Buyer(s) fail to comply with any of the terms of this contract, then this contract shall at the option of the Seller become immediately null and void whereupon all rights of Buyer(s) hereunder shall end in which case the earnest money shall be forfeited as liquidated damages for the payment of legal and escrow fees, broker's fees, advertising expenses, title searches, and/or title insurance policy cancellation fees incurred by virtue of this transaction, and Seller's other expenses related to this transaction, with the balance of the earnest money payable to the Seller for nonperformance, and Seller shall be entitled to retain possession of said real estate and upon said election all parties shall be released from further liability hereunder. If Seller does not exercise the option to terminate this contract, Seller may pursue such other rights as Seller may have and shall be entitled to whatever other legal or equitable remedies are available to Seller.

9. In the event that Seller cannot follow through with all the terms of this Contract, then Seller will be responsible for any expenses incurred, including, but not limited to contract costs, title searches, and/or title insurance policy cancellation fees, escrow fees which shall be paid directly to the party entitled to such fees and upon such return, this contract shall have no force or effect and neither party shall have any rights against the other hereunder.

10. The parties acknowledge that Buyer(s) may choose to accomplish an IRC Section 1031 tax deferred exchange utilizing the real estate the subject of this Agreement. The parties agree that Buyer(s) may assign Buyer(s) rights under this contract to a third party for the purposes of completing the exchange. Sellers agree to accept performance from the third party, shall tender performance to the third part, and shall cooperate with Buyer(s) and the third party in any manner necessary or desirable in order to affect the exchange; provided Sellers shall incur no additional expense or liabilities as a result of the exchange.

11. BROKER'S RELATIONSHIPS DISCLOSURE. Midwest Land and Home is the Broker / Auctioneer, and hereby notifies the undersigned Buyer(s), as follows: (a) Midwest Land and Home is acting as Seller's Agent and represents the Seller's interest; (b) the undersigned acknowledges that the above disclosure notice was announced to all potential bidders prior to the auction. Notwithstanding any other provision set forth herein, Seller shall be responsible for the real estate commission payable to Midwest Land and Home.

By signing this Contract, Seller and Buyer(s) acknowledge that they have read and understand the foregoing Brokerage Relationships Disclosure and further acknowledge that they were previously furnished with a copy of the Kansas Brokerage Relationships in Real Estate Transactions brochure.

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(s) acknowledge that said firm has made no representations and has given no express or implied warranties with regard to the condition of the subject property. Seller and Buyer(s) 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(s) or the real estate firm on behalf of either.

12. Buyer(s) and Sellers agree that the real estate licensees involved in this transaction are not experts regarding whether any environmental or health hazards, defects in the mechanical equipment or systems, structural defects, or damage from wood destroying organisms exist in and on the property. Buyer(s) and Seller should seek expert advice and obtain inspections to determine if hazards, defects or damage exist in and on the property. If inspections are not performed regarding all or part of the property, Buyer(s) are bound by whatever information an inspection would have revealed, and waive any claim, right or cause of action relating to or arising from any condition of the property that would have been apparent had inspections been performed.

13. CONSENT TO MODIFICATION OF GRANTOR. Notwithstanding any other provision herein, Buyer(s) may modify the ultimate "Grantor" named in any deed to: (1) any LLC, Partnership or Corporation owned in whole or in part by Buyer(s), (2) any trust created by or for the benefit of Buyer(s) (in whole or in part), or (3) to include joint tenancy to any related person or business partner. Buyer(s) shall provide written notification at least seven (7) days prior to the closing date to the title company, broker, Seller, and the person or entity responsible for creating the deed of any "modification of grantor" made under this paragraph.

14. Buyer(s) hereby acknowledges receipt of the U.S. Department of Housing and Urban Development's notice regarding lead-based paint as outlined in the "Disclosure of Information on Lead-Based Paint Hazards" attached hereto as Exhibit "A." Buyer(s) acknowledges that there is a strong likelihood of lead paint being present and waives any requirement, and accepts the house, provided the real estate the subject of this Agreement contains a dwelling thereon, in its present condition.

15. Kansas law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the Sheriff of the county in which they reside. If you, as the Buyer(s), desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office.

16. Every buyer of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires Sellers to disclose any information known to the Sellers that show elevated concentrations of radon gas in residential real property. The Kansas department of health and environment recommends all home-Buyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician. For additional information go to [www.kansasradonprogram.org](http://www.kansasradonprogram.org).

17. The parties will furnish the escrow agent with their social security number and/or tax identification number in compliance with the tax reform act of 1984 and the Sellers will execute an Internal Revenue Service Form W-9 to be prepared by the Escrow Agent. The escrow agent is responsible for completion and filing of Internal Revenue Service Form 1099's required to report the sale or exchange of real estate.

18. The Seller authorizes the Escrow Agent to receive any mortgage and/or loan information, which may apply to the above-mentioned property.

19. The Buyer(s) authorize the Escrow Agent to receive any mortgage and/or loan information, which may apply to the above-mentioned property.

20. Buyer(s) shall not have authority to assign this contract or any interest under this contract without the express written consent of the Seller.

21. The parties agree that this Contract constitutes the entire agreement and that there are no other written or unwritten agreements, oral or implied promises, covenants or warranties. It is further agreed by the parties hereto that this Contract may only be amended or modified by a written agreement signed by all of the parties.

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

22. The costs of the preparation of the Real Estate Sales Contract, Deed, Certification, and the Escrow Fee and closing costs shall be paid equally by Seller and Buyer(s) upon final closing. Buyer(s) shall be responsible for any and all inspections Buyer(s) wish to conduct, and for the costs of filing the deed with the Register of Deeds office.



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 \$\_\_\_\_\_ down payment acknowledged this \_\_\_\_ day of \_\_\_\_\_, 2019.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

*The Law Office of Elizabeth Baskerville Hiltgen*

By: \_\_\_\_\_  
Elizabeth Baskerville Hiltgen