

## REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 2nd day of May 2023 by and between

Lenora Smith

party of the First Part, hereinafter referred to as "Seller", whether one or more, and

party of the Second Part, hereinafter referred to as "Buyer", whether one or more.

1. **Property.** Seller agrees to sell and convey to Buyer by Warranty Deed or Trustees Deed the following described property (the Property): See Attached Exhibit A For Legal Description. Commonly known as: 1305 Highway 77, Florence, KS 66851
2. **Purchase Price.** Buyer agrees to purchase, and pay to Seller, as consideration for the conveyance of the Property, the sum of \$ \_\_\_\_\_ dollars in the following manner: \$25,000 as earnest money with the remaining balances due on closing.
3. **Title Evidence.** Seller agrees to share equally with Buyer the closing agent costs and the cost of a title insurance company's commitment and standard ALTA form owner's policy (except survey matters) to the Property, showing a marketable title vested in Seller, subject to easements, restrictions, covenants, and other matters of record. Any endorsements shall be paid solely by Buyer. The title evidence shall be presented to prospective Buyer on day of auction. Buyer acknowledges: (a) receipt of the title commitment prior to entering into this agreement; (b) review of the title commitment to the Buyer's full satisfaction; and (c) waiver of any right to object to any exceptions listed therein. If Seller fails to satisfy all such title requirements imposed on Seller pursuant to title commitment, Buyer may, as its sole remedy and at Buyer's election, either: (a) cancel this agreement and receive a return of Buyer's earnest money and, in that event, this Agreement will be canceled and the parties will have no further obligations to each other; or (b) accept such title as Seller can deliver. Buyer waives any right to seek specific performance or to seek damages from Seller.
4. **Delivery.** A duly executed copy of this Agreement shall be delivered to the parties.
5. **Earnest Money.** Buyer agrees to and does hereby deposit with Security 1<sup>st</sup> Title the sum of \$25,000 earnest money, as a guarantee that the terms and conditions of this agreement shall be fulfilled, said deposit to be applied on the purchase price upon delivery of deed by Seller. In the event Buyer shall fail to fulfill his obligations hereunder, Seller may, at his option cancel this agreement, and thereupon the aforementioned deposit shall become the property of Seller and his Agent, not as a penalty but as liquidated damages. Notwithstanding any of the other terms of this Agreement providing for the forfeiture or refund of the earnest money deposit, 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 or court order.
6. **Fees.** In the event a title or abstract company prepares a Deed, Affidavit of No Liens, or other necessary documents to complete this transaction, the charge for the same, in addition to the cost of closing the transaction, shall be shared equally between the Buyer and Seller.
7. **Real Estate Taxes** All taxes and installments for special assessments will be prorated for the calendar year based on taxes levied. If taxes have not been levied, then they will be prorated based upon taxes for the previous year, adjusted for the most recent mill levy, if known.
8. **Closing Date.** Time of the essence of this Agreement, and this transaction will be consummated on or before June 5, 2023.
9. **Possession.** Possession shall be given to Buyer at Closing.
10. **Agency Disclosure.** Sundgren Realty Inc. is functioning the Seller's Agent. Buyer acknowledges receipt of the "Real Estate Brokerage Relationship" brochure. Buyer agrees to hold Seller harmless from the claim of any person or entity claiming a sales commission or similar right to payment by or through Buyer.
11. **Representations and Recommendations.** Unless otherwise stated in writing, neither Sundgren Realty Inc, nor its brokers or licensees have made, on their own behalf, any representations or warranties, express or implied, with respect to any element of the Property including but not limited to, the legal sufficiency, legal effect, or tax consequences of this transaction. Any information furnished by either party should be independently verified before that party relies on such information. Sundgren Realty Inc. recommends that Buyer consult its attorneys and

- accountants before signing this Agreement regarding the terms and conditions herein and that Seller satisfy itself as to the financial ability of Buyer to perform.
12. **Inspection.** Buyer has inspected the property to their satisfaction and is purchasing the subject property in its "AS IS, WHERE IS" condition. Seller is making no representations or warranties, express or implied, regarding the value, profitability, merchantability, fitness, environmental or physical condition, or usefulness of the property. Buyer acknowledges receipt of a title insurance commitment and all other pertinent documents. In making the decision to buy the Property, Buyer is relying wholly and completely on Buyer's own judgement and the judgement of any agents Buyer may have selected.
  13. **Environmental Conditions.** Seller states that to the best of Seller's knowledge, there is no hazardous waste or biological hazards disposed of or contained on the Property. Buyer is purchasing property in its "where is, as is" condition. Neither Seller nor Sundgren Realty Inc. has made any representations concerning the environmental conditions of the property including the presence of noxious weeds as defined in K.S.A. 2-1314.
  14. **Waiver.** Buyer freely makes the following waiver: BUYER ACKNOWLEDGES THAT BUYER HAS CAREFULLY INSPECTED THE PROPERTY AND SUBJECT TO ANY INSPECTIONS ALLOWED IN THIS AGREEMENT, BUYER AGREES TO PURCHASE THE PROPERTY IN ITS PRESENT CONDITION ONLY, WITHOUT WARRANTIES OR GUARANTEES BY SELLER CONCERNING THE CONDITION OR VALUE OF THE PROPERTY, OTHER THAN AS EXPRESSLY MADE IN THIS AGREEMENT. BUYER HAS BEEN ADVISED TO HAVE THE PROPERTY EXAMINED BY PROFESSIONAL INSPECTORS. BUYER ACKNOWLEDGES THAT NEITHER SELLER NOR SUNDGREN REALTY INC. IS AN EXPERT AT DETECTING OR REPAIRING PHYSICAL DEFECTS IN THE PROPERTY. EXCEPT AS EXPRESSLY DISCLOSED IN THIS AGREEMENT, SELLER HAS MADE NO REPRESENTATIONS REGARDING THE PROPERTY OR ITS CONDITION, INCLUDING BUT NOT LIMITED TO, ANY ENVIRONMENTAL CONDITION THEREON AND BUYER DECLARES THAT NO REPRESENTATIONS CONCERNING THE CONDITION OF THE PROPERTY ARE BEING RELIED UPON BY BUYER
  15. **Additional Property Rights.** If Seller possesses any water rights, wind rights, and or mineral rights in or to the Property, all such rights will transfer to Buyer at closing without warranty of any kind.
  16. **1031 Tax Exchange.** A material part of the consideration to Buyer for purchasing the Property from Seller and Seller selling the Property to Buyer is that both Buyer and Seller have the option to qualify this transaction as part of a tax-deferred exchange under Section 1031 of the Internal Revenue Code.
  17. **Authority to Bind.** Each individual who executes this Agreement on behalf of a party represents that he/she is duly authorized to execute this Agreement on behalf of that party and is operating within the scope of his/her authority.
  18. **Integration.** This Agreement may be executed in counterparts, each of which will be an original, but all of which together will constitute one and the same agreement. Facsimile signatures, digital signatures, or scanned image such as a PDF via e-mail of the parties will be binding upon all of the parties.
  19. **Agreement to Terms.** Buyer and Seller acknowledge that they have read the entire Agreement and that by signing below agree to all terms contained herein.
  20. **Binding Effect.** This Agreement shall be binding upon Buyer, Seller, and their respective heirs, successors, and assigns.
  21. **Assignment.** This agreement shall not be assigned by Buyer without the prior written consent of Seller.
  22. **Choice of Law.** This Agreement will be governed by the laws of the State of Kansas.
  23. **Severability.** In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.
  24. **Kansas Bureau of Investigation.** "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, 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> by contacting the local sheriff's office."
  25. **Radon.** "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 seller that shows elevated concentrations of radon gas in residential real property. The Kansas department of health and environment recommends all homebuyers 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 <http://ww.kansasradonprogram.org>"

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SELLER

Sundgren Realty Inc.  
Broker: Joe Sundgren  
Agent: Jeremy Sundgren  
License No.: BR00053945  
Phone: 316-377-0013  
Fax: 316-321-7116  
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## Exhibit A

A tract in the East 1/2 of the Southwest 1/4 of Section 35, Township 20 South, Range 4 East of the 6th P.M., Marion County, Kansas, more particularly described as follows: Beginning at a point on the West line of the East 1/2 of said Southwest 1/4, 12.54 feet North of the Southwest corner of the East 1/2 of said Southwest 1/4; thence North 86 degrees 44 minutes 57 seconds East a distance of 887.26 feet to the West right of way of U.S. Highway 77; thence North 10 degrees 04 minutes 31 seconds West along said West right of way a distance of 465.40 feet; thence North 10 degrees 47 minutes 29 seconds West along said West right of way a distance of 400.03 feet; thence North 10 degrees 04 minutes 31 seconds West along said West right of way a distance of 603 feet to the center of the Cottonwood River; thence South 80 degrees 43 minutes West along the center of said River a distance of 100 feet; thence South 48 degrees West along the center of said River a distance of 80 feet; thence South 89 degrees West along the center of said River a distance of 130 feet; thence North 64 degrees West along the center of said River a distance of 130 feet; thence North 46 degrees 09 minutes 41 seconds West along the center of said River a distance of 283.98 feet to the West line of the East 1/2 of said Southwest 1/4; thence South 00 degrees 29 minutes 09 seconds West along the West line of the East 1/2 of said Southwest 1/4 a distance of 1677 feet to the point of beginning and subject to easements and restrictions of record, including a reserved 50 foot access easement along the Southern boundary hereof for purpose of ingress and egress; LESS HIGHWAY described as follows: a tract of land in the East 1/2 of the Southwest 1/4 of Section 35, Township 20 South, Range 4 East of the 6th P.M., Marion County, Kansas, described as follows: COMMENCING at the Southeast corner of said Quarter Section; thence on an assumed bearing of South 89 degrees 20 minutes 32 seconds West, 127.696 meters (418.95 feet) along the South line of said Quarter Section to the Westerly right of way line of the existing highway and the POINT OF BEGINNING; FIRST COURSE, thence continuing South 89 degrees 20 minutes 32 seconds West, 11.333 meters (37.18 feet) along the South line; SECOND COURSE, thence North 11 degrees 15 minutes 34 seconds West, 35.072 meters (115.07 feet); THIRD COURSE, thence North 23 degrees 35 minutes 18 seconds East, 19.496 meters (63.96 feet) to said right of way line; FOURTH COURSE, thence North 11 degrees 20 minutes 59 seconds West, 125.00 meters (410.10 feet) along said right of way line; FIFTH COURSE, thence North 29 degrees 58 minutes 43 seconds West, 52.793 meters (173.21 feet); SIXTH COURSE, thence North 16 degrees 58 minutes 12 seconds West, 248.234 meters (814.41 feet) to the centerline of the Cottonwood River; SEVENTH COURSE, thence North 85 degrees 46 minutes 39 seconds East, 40.622 meters (133.27 feet) along said centerline of said right of way line; EIGHTH COURSE, thence South 11 degrees 15 minutes 34 seconds East, 185.893 meters (609.88 feet) along said right of way line; NINTH COURSE, thence South 11 degrees 58 minutes 32 seconds East, 121.930 meters (400.03 feet) along said right of way line; TENTH COURSE, thence South 11 degrees 15 minutes 34 seconds East, 162.370 meters (532.71 feet) along said right of way line to the point of beginning.