REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 20th day of October, 2021 by and between

Fabricio Lacerda and Rachael Lacerda

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

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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 the following described property (the Property): Beginning at the Northwest Corner of Block 21, in ORIGINAL Town, now City of EL DORADO; thence East 82.5 feet, thence South 132 feet, thence West 82.5 feet, thence North 132 feet to the point of beginning, in Butler County, Kansas.
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: $2,500 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 Kansas Secured Title the sum of $2,500 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 if of the essence of this Agreement, and this transaction will be consummated on or before November 30, 2021.
9. **Possession**. Possession to 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, 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.
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BUYER	SELLER
BUYER	SELLER
BUYER	SELLER

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