

**REAL ESTATE SALES CONTRACT**

THIS AGREEMENT, made and entered into this 4<sup>th</sup> day of October, 2024, by and between Kay Ellen Nester, Dale Lee Nester, Linda Lou Argo, Stephen E. Argo, Robert R. Strickler, II, Leslie J. Bowerman, Paul R. Bowerman, Tyson M. Strickler, Natalie Strickler, Jonathan S. Strickler, Nicole Marie Strickler, and Stephanie Anne Strickler hereinafter referred to collectively as "Seller," and \_\_\_\_\_, hereinafter referred to as "Buyer."

WITNESSETH, that Seller hereby agrees to sell and convey, by a good and sufficient Warranty Deed to the Buyer, in the manner and form directed by Buyer; and Buyer agrees to purchase the following **marked** tract(s) of real estate, to wit:

**TRACT 1:**

The East Half of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 18, Township 2 South, Range 7 East of the 6<sup>th</sup> P.M., Marshall County, State of Kansas;

**TRACT 2:**

The Northeast Quarter of the Northwest Quarter of Section 19, Township 2 South, Range 7 East of the 6<sup>th</sup> P.M., Marshall County, State of Kansas;

Except and subject to easements, restrictions, and rights-of-way, both visible and of record.

1. **PRICE:** The total purchase price of \_\_\_\_\_ shall be paid by Buyer as hereinafter provided:

- A.) The sum of ten percent (10%) of the total agreed upon sales price down upon the execution of this agreement to be paid to the escrow agent, named herein, to be held and applied to the purchase price as hereinafter set out;
- B.) The remaining balance of the purchase price, plus any adjustments required under this Agreement, to be paid at closing to Marshall County Abstract & Title Company, the Escrow/Closing Agent named herein by certified monies.
- C.) All payments made under this contract shall be made payable to Marshall County Abstract & Title Company, the Escrow/Closing Agent. Further, the Buyer's payment at the time of closing shall be in the form of a money order, cashier's check or other certified funds.

2. **MARKETABLE TITLE:** Seller shall convey title to the real estate to the Buyer free of all liens and encumbrances except (i) easements, (ii) zoning and deed restrictions of record and (iii) oil and gas lease, if any, now of record, by good and sufficient warranty deed. Seller shall furnish to Buyer an Owner's Policy of Title Insurance to said real estate showing marketable or insurable record title.

Seller and Buyer shall be equally responsible for the cost of an Owner's Policy of Title Insurance. Any additional title insurance coverage that may be required by Buyer or Buyer's lender shall be borne entirely by Buyer. Said title insurance commitment shall be delivered to the Buyer or the attorney designated by Buyer for examination. The cost of examination of the title insurance commitment shall be paid by Buyer.

If any defects in the title are present, Seller shall have a reasonable time to correct said defects. The cost of making title merchantable or insurable shall be paid by Seller.

This contract is not contingent upon a survey being performed. Seller is not responsible for providing or paying for a survey, marking boundaries, or fencing unless otherwise noted. Seller makes no representation or warranty regarding the boundary lines. Buyer acknowledges that the acreage estimates in the marketing materials are estimates and that the purchase price does not change regardless of the actual acres. Should Buyer desire to obtain a survey, the same shall be paid by Buyer and be for informational purposes only.

3. TAXES: Property taxes for 2024 and all prior years shall be paid by Seller. Property taxes for the year 2025 and all subsequent years shall be paid by the Buyer.

4. CLOSING AND POSSESSION: Possession of the above-described real estate shall be delivered to Buyer on the date of closing subject to tenants rights. The date of closing shall be on or before **November 7, 2024**, unless extended by mutual agreement of the parties. Closing of the real estate transaction shall be held at Marshall County Abstract & Title Company, 1110 Broadway Street, Marysville, KS 66508, ph. 785-562-3071, fax 785-619-6102.

Buyer hereby acknowledges that in order to remain eligible for programs and payments from the United States Department of Agriculture (USDA), Buyer must notify the United States Department of Agriculture (USDA) within 30 days of the date of the recording of the deed that Buyer has purchased the subject real estate. To the extent that any portion of the subject property is enrolled in government sponsored farm programs, Buyer will succeed to such government sponsored program contracts. The Seller and/or the real estate agent do not guarantee the eligibility or the success of the Buyer in any government sponsored programs. Buyer must adhere to all government sponsored program contract requirements and agrees to hold Seller harmless from any damage, claims, penalties, fines, or causes of action should Buyer fail to comply, and penalties or forfeiture be imposed. Any governmental payments due from the USDA pursuant to the federal program that have not been received before the closing date shall still be paid to the respective operator and/or landlord of the real estate, consistent with that which is reflected on the records of the Farm Services Agency for 2024 and paid in 2025. Any governmental payments due from the USDA that accrue after the closing date shall be payable to Buyer.

Tenant has signed a Voluntary Release of Tenancy effective at the conclusion of the 2024 fall harvest and Buyer takes full possession after the fall harvest.

5. CONDITION OF PREMISES: Buyer acknowledges that Buyer has made such inspections as Buyer has deemed necessary or prudent; that Buyer is fully aware of the condition of

the subject property and that Buyer accepts the subject property, in its preexisting condition, "AS IS" and "WHERE IS," subject to all zoning ordinances and other codes and regulations imposed by the applicable governmental authority. Buyer further accepts the above-described tract in its present existing condition without warranty of fitness of purpose or any other guarantee by Seller or Seller's agents, unless the same is expressly set forth in this contract.

By signing this agreement, Buyer acknowledges that neither Seller nor the real estate licensees involved in this transaction are experts regarding any environmental or health hazards in or on the real property and should seek expert advice and obtain inspections to determine if such conditions exist in or on the real property. If inspections were not performed regarding the real property prior to signing this contract, Buyer is bound by whatever information an inspection would have revealed and waives any claim, right or cause of action relating to or arising from any condition of the real property that would have been apparent had such inspections been performed. Buyer further acknowledges that no important representations concerning the condition of the property are being relied upon by the Buyer except as disclosed herein.

6. PERSONAL PROPERTY: No personal property is included with this agreement.

7. ESCROW: Seller and Buyer agree that Marshall County Abstract & Title Company will act as 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 Buyer. The Escrow Agent is directed to pay all expenses incurred in connection with the sale of the above-described real estate.

The Escrow Agent reserves the right to require the balance of the purchase price to be provided by bank wire transfer to 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.

Seller and Buyer shall be equally responsible for the costs to prepare contract and deed, and for the escrow/closing fees.

Upon delivery of the deed, Buyer shall be responsible for the cost to record the deed in the Register of Deeds Office and shall pay all related recording fees and taxes, including the recording fee for any deed, mortgage, and the mortgage registration tax, if any.

The parties will furnish the escrow agent their social security numbers or tax identification numbers in compliance with the IRS tax code. The escrow agent will be responsible for completion and filing of Internal Revenue Service Form 1099-S required to report the sale or exchange of real estate.

8. KANSAS DISCLOSURES (if applicable):

Lead-based Paint Notice: The building site improvements have been built long enough ago

to contain lead-based paint, but Seller has no knowledge of the lead-based paint and /or lead-based paint hazards in the building sites. Buyer may make whatever inspection they desire to determine if there exists any lead-based paint or hazards on said property(ies) and take whatever action is necessary to remove lead-based paint or hazards at Buyer's expense.

**Radon Notice.** Every buyer of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place the 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. The Kansas department of health and environment recommends that 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 radon mitigation technician. For additional information, go to [www.kansasradonprogram.org](http://www.kansasradonprogram.org).

**Registered Offenders Notice.** Kansas law requires persons who are convicted of certain crimes, including 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> or by contacting the local sheriff's office.

9. **DEFAULT:** If Seller is unable to deliver marketable/insurable title, any earnest money shall be returned to Buyer and this agreement shall be of no further force and effect. In the event Buyer fails to make any of the payments or perform any of the covenants contained herein, Seller may declare this agreement null and void and any amounts paid by the Buyer shall be forfeited to Seller as liquidated damages. In the alternative, Seller shall be entitled to pursue such other legal and equitable remedies that may be available to Seller.

10. **FORFEITURE OR REFUND OF EARNEST MONEY:** Seller and Buyer 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 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.

11. **TIME IS OF THE ESSENCE:** Seller and Buyer agree that this agreement constitutes the entire agreement and that there are no unwritten, oral or implied promises, covenants or warranties.

Time is of the essence of this agreement and all payments shall be made promptly and in accordance with the terms hereof and all the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors in interest, and assigns of the respective parties.

12. BROKER RELATIONSHIPS DISCLOSURE. Midwest Land and Home is the Broker/Auctioneer, and hereby notifies the undersigned Buyer, 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 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 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 has 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.

13. IRS CODE SECTION 1031 TAX DEFERRED EXCHANGE. The parties acknowledge that either or both may desire to accomplish an IRS Code Section 1031 tax deferred exchange and that each party's rights and obligations under this agreement may be assigned to a third party for the purposes of completing such exchange. Any party desiring to make an IRS Code section 1031 exchange shall be hereinafter referred to as the "electing party."

The parties agree to accept performance from said third party and shall tender performance to said third party and shall cooperate with the electing party and said third party in any manner reasonably necessary or desirable in order to effectuate such exchange, provided however, that the electing party shall be responsible for any additional expense or liability resulting from said party's exchange.

Either party that decides to complete a 1031 exchange agrees to give the other party notice of their intent to do so within a reasonable time prior to the closing date so that the closing date is not delayed.

14. COUNTERPARTS. This Agreement and any other closing document (other than the warranty deed) may be executed and delivered including by DocuSign, facsimile transmission or electronic signature in one or more counterparts, each of which shall be deemed binding for all purposes hereof without delivery of an original signature being thereafter required and all together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Seller and Buyer have hereunto set their hands the day and year first above written.

SELLER:

BUYER:

\_\_\_\_\_  
Kay Ellen Nester                      Date

\_\_\_\_\_  
[Print] \_\_\_\_\_                      Date

\_\_\_\_\_  
Dale Lee Nester                      Date

\_\_\_\_\_  
[Print] \_\_\_\_\_                      Date

\_\_\_\_\_  
Linda L. Argo                      Date

\_\_\_\_\_  
Stephen E. Argo                      Date

\_\_\_\_\_  
Robert R. Strickler, II                      Date

\_\_\_\_\_  
Leslie J. Bowerman                      Date

\_\_\_\_\_  
Paul R. Bowerman                      Date

\_\_\_\_\_  
Tyson M. Strickler                      Date

\_\_\_\_\_  
Natalie Strickler                      Date

\_\_\_\_\_  
Jonathan S. Strickler                      Date

\_\_\_\_\_  
Nicole Marie Strickler

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stephanie Anne Strickler

\_\_\_\_\_  
Date

ACCEPTANCE BY ESCROW AGENT

The undersigned hereby accepts the appointment of Escrow Agent in the Auction Contract for Sale of Real Estate as set out above and acknowledges receipt of the following:

- \_\_\_\_\_ 1. Original contract executed by the parties;
- \_\_\_\_\_ 2. Original Warranty Deed;
- \_\_\_\_\_ 3. Down Payment in the amount of \$\_\_\_\_\_;

Dated: \_\_\_\_\_

\_\_\_\_\_  
Marshall County Abstract & Title Company  
Escrow Agent

**SELLER INFORMATION**  
**Confidential for Escrow Purposes Only**

Sellers' Names:

- (1) Kay Ellen Nester
- (2) Dale Lee Nester
- (3) Linda Lou Argo
- (4) Stephen E. Argo
- (5) Robert R. Strickler, II
- (6) Leslie J. Bowerman
- (7) Paul R. Bowerman
- (8) Tyson M. Strickler
- (9) Natalie Strickler
- (10) Jonathan S. Strickler
- (11) Nicole Marie Strickler
- (12) Stephanie Anne Strickler

Sellers' Address after sale

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_
- (5) \_\_\_\_\_
- (6) \_\_\_\_\_
- (7) \_\_\_\_\_

- (8) \_\_\_\_\_
- (9) \_\_\_\_\_
- (10) \_\_\_\_\_
- (11) \_\_\_\_\_
- (12) \_\_\_\_\_

Sellers' Soc. Sec. No.:

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_
- (5) \_\_\_\_\_
- (6) \_\_\_\_\_
- (7) \_\_\_\_\_
- (8) \_\_\_\_\_
- (9) \_\_\_\_\_
- (10) \_\_\_\_\_
- (11) \_\_\_\_\_
- (12) \_\_\_\_\_

Sellers' telephone #.:

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_
- (5) \_\_\_\_\_
- (6) \_\_\_\_\_
- (7) \_\_\_\_\_
- (8) \_\_\_\_\_
- (9) \_\_\_\_\_
- (10) \_\_\_\_\_
- (11) \_\_\_\_\_
- (12) \_\_\_\_\_



**BUYER INFORMATION**  
**Confidential for Escrow Purposes Only**

Buyers' Names: (1) \_\_\_\_\_  
(2) \_\_\_\_\_

Buyers' Address after sale \_\_\_\_\_  
\_\_\_\_\_

Buyers' Soc. Sec. No.: (1) \_\_\_\_\_  
(2) \_\_\_\_\_

Buyers' telephone #: \_\_\_\_\_  
\_\_\_\_\_

For Buyer:

Lending institution to be utilized (if any): \_\_\_\_\_

Name of Contact at Lending Institution: \_\_\_\_\_

Contact Phone number: \_\_\_\_\_