

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into by and between the following parties:

THE “SELLER”: THE FRANCIS D. AND EVA N. COX TRUST
DATED OCTOBER 28, 2009, a trust.

THE “BUYER”: _____
Name(s) of Buyer(s)

- a single person.
- a married person.
- a married couple.
- a corporation duly incorporated and existing under and by virtue of the laws of the State of _____
(State of Incorporation)
- a limited liability company duly incorporated and existing under and by virtue of the laws of the State of _____
(State of Organization)

WITNESSETH:

1. PROPERTY. Subject to the provisions of Section 15 herein, the Seller agrees to convey to the Buyer, as hereinafter set forth, the following-described real property, which has been checked and initialed by the Buyer and Seller, together with all improvements thereon and appurtenances thereto belonging (the “Property”), to-wit:

Seller Initials

Buyer Initials

Tract 1: *A tract of land substantially the same as Tract 1 illustrated by Exhibit “A” attached hereto in the East Half of the Southeast Quarter of Section 10, Township 4, Range 18, Brown County, Kansas, containing approximately 73.1 acres, more or less.*

Seller Initials

Buyer Initials

Tract 2: *A tract of land substantially the same as Tract 2 illustrated by Exhibit “A” attached hereto in the East Half of the Southeast Quarter of Section 10, Township 4, Range 18, Brown County, Kansas, containing approximately 4.2 acres, more or less.*

Seller Initials

Buyer Initials

Tract 3: *The East Half of the Southeast Quarter of Section 10, Township 4, Range 18, Brown County, Kansas.*

2. CONSIDERATION. The Buyer agrees to purchase the Property and pay for the same as herein provided.

3. **PURCHASE PRICE.** The price of \$ _____ (the “Purchase Price”)
Purchase Price

is to be paid as follows:

3.1. The Buyer shall deposit ten percent (10%) of the Purchase Price in certified funds (the “Earnest Deposit”) with the Escrow Agent or the Seller upon the execution of this Agreement. Said Earnest Deposit shall be applied to the Purchase Price.

3.2. The exact amount of the payment required at closing shall be equal to the Purchase Price less the Earnest Deposit and the total of all adjustments set forth in this Agreement.

4. **DEED.** The Seller shall convey merchantable title of the Property to the Buyer, free of all encumbrances, except easements and restrictions of record, by General Warranty Deed, which shall be delivered unto the Buyer at closing.

5. **ESCROW.** All moneys paid, moneys to be paid, the General Warranty Deed, and other documents shall be delivered to Brown County Title Company, LLC (the “Escrow Agent”). The Escrow Agent shall hold all moneys and documents according to the terms set forth herein. Upon full performance of all the terms of this Agreement by the parties, the Escrow Agent shall pay and deliver all moneys paid and documents deposited to the applicable party entitled thereto.

5.1. The Earnest Deposit is surrendered to the Escrow Agent with the understanding that the Escrow Agent (i) is not a party to this Agreement and does not assume or have any liability for performance or non-performance of any signatory; (ii) has the right to require from all signatories a written release of liability of the Escrow Agent which authorizes the disbursement of the Earnest Deposit; (iii) is not liable for interest or other charge on the funds held; and (iv) is not liable for any losses of escrow funds caused by the failure of any banking institution in which such funds have been deposited, unless such banking institution is acting as Escrow Agent.

5.2. Notwithstanding any other terms of this Agreement which provide for forfeiture or refund of the Earnest Deposit, and any additional escrow funds, the parties understand that applicable Kansas laws relating to real estate prohibit the Escrow Agent from distributing the Earnest Deposit, and any additional escrow funds, once surrendered, without the consent of all parties to this Agreement. The Seller and the Buyer 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 Deposit, or any additional escrow funds, within thirty (30) days of notice of cancellation of this Agreement shall constitute consent to distribution of the Earnest Deposit, and any additional escrow funds, as suggested in any such certified letter or as demanded by the other party hereto.

6. **REPRESENTATIONS.** The Seller represents that, as of the Closing Date, there will be no unrecorded liens, assessments, or Uniform Commercial Code Security Interests against the Property, or any portion thereof, which will not be satisfied out of the Purchase Price. If any representation in this Agreement is untrue on the Closing Date, this Agreement may be terminated at the option of the Buyer and the Earnest Deposit shall be refunded to the Buyer. All representations contained in this Agreement shall survive closing.

6.1. The Seller shall, in compliance with the Title Commitment, furnish to the Buyer an affidavit executed by the Seller (the “Seller’s Affidavit”) that sets forth the name, address, and telephone number of each person, firm, or corporation that has furnished labor, material, or equipment for repair, replacement, or improvements of the Property within four (4) months next preceding the date of the Title Commitment. Additionally, the Seller shall provide proof that full payment of the labor, material, or equipment has been made or sufficient lien waivers executed by the potential claimants.

7. POSSESSION AND CLOSING. The closing of this transaction shall take place at the offices of Brown County Title Company, LLC (the “Closing Agent”) on or before November 13, 2024, or at such other date and place as may be agreed upon by the parties (the “Closing Date”).

7.1. On the Closing Date, the Seller shall deliver all items required hereunder.

7.2. All prorations required hereunder shall be computed as of the Closing Date.

7.3. The Buyer shall have sole and exclusive possession of the Property at closing, subject to the current tenant’s rights as referenced in Section 8 herein.

8. FARM TENANCY. The parties acknowledge that there is a currently a farm tenant that is farming the crop land on the Property and that said tenant has executed a Voluntary Release of Tenancy dated July 29, 2024, wherein said Tenant voluntarily releases their tenancy rights and interest in the Property effective at the conclusion of the 2024 fall harvest or January 1, 2025, whichever date comes first.

9. ALTA TITLE INSURANCE POLICY. The Seller shall cause an ALTA Owner’s Title Insurance Commitment in the amount of the Purchase Price (the “Title Commitment”) to be delivered to the Buyer as provided herein. The Title Commitment shall be issued by a title insurance company approved by the Buyer (the “Title Company”). The Title Commitment shall evidence that the Title Company will insure (i) a merchantable fee simple title vested in the Buyer and (ii) against mechanic’s liens subject only to those conditions and exceptions permitted hereunder.

9.1. The Seller shall, within twenty (20) days from the date of this Agreement, deliver to the Buyer, the Title Commitment issued by the Title Company evidencing the status of the title to the Property and the Title Company’s commitment to insure the title of the Buyer in the Property, as herein provided.

9.2. The Buyer shall, within ten (10) days after receipt of the Title Commitment, advise the Seller of any objections to the state of title evidenced in the Title Commitment. The Seller shall have until the Closing Date to make such corrections in the title, as may be required by the Buyer, in such manner as is required by the Title Company in order to remove particular exceptions in the final title insurance policy. In the event such defects in title are not corrected prior to or on the Closing Date, this Agreement shall be null and void at the

option of the Buyer, and the Earnest Deposit shall be refunded to the Buyer, unless the Buyer shall advise the Seller by written notice of the Buyer's election to accept title subject to such defects. If the findings of the Title Commitment are not satisfactory to the Buyer, the Escrow Agent shall retain funds and closing documents of both parties without further action until the Escrow Agent receives further instructions from the Buyer.

9.3. Upon full performance of the requirements set forth in the Title Commitment, the title insurance policy shall be delivered to the Buyer as soon as issued in the usual course of business.

10. WARRANTIES AND INSPECTIONS. The parties acknowledge and agree that the Property is satisfactory for the intended use and that the Buyer takes the Property in its present condition, as is. Furthermore, the parties agree that there are no expressed or implied warranties in regard to the condition of the Property.

11. DISCLAIMER OF WARRANTIES; "AS IS" CONVEYANCE. Notwithstanding anything to the contrary contained in this Agreement, the Buyer warrants, acknowledges, and agrees with the Seller that the Buyer is purchasing the Property in "AS IS," "WHERE IS," and "WITH ALL FAULTS" condition and specifically and expressly, without any warranties, representations, or guarantees, neither express nor implied, of any kind, nature, or type whatsoever from or on behalf of the Seller. Without in any way limiting the generality of the immediately preceding sentence, the parties further acknowledge and agree the following in entering into this Agreement and closing the transaction hereunder:

11.1. The Seller expressly disclaims, has not made, will not, and does not make any warranties or representations, neither express nor implied, with respect to the Property, the physical condition, repair or disrepair thereof, or of any of the appurtenances, facilities, or equipment thereon.

11.2. Upon the closing hereunder, the Buyer shall be deemed to have made such legal, actual, and other inquiries and investigation as the Buyer deems necessary, desirable, or appropriate with respect to the Property, the value and marketability thereof, and the appurtenances, facilities, and equipment thereof. Such inquiries and investigations by the Buyer shall be deemed to include, but shall not be limited to the physical components of all portions of the Property (including without limitation friable asbestos, hazardous and toxic materials, and underground storage tanks), the condition of repair of the Property, such state of facts as an accurate survey would show, and the present and future zoning, ordinances, resolutions, and regulations of the city, county, and state where the Property is located. The Seller warrants that it has not added any asbestos-containing materials, including without limitation, friable asbestos, hazardous or toxic materials, or underground storage tanks during the term of the Seller's ownership of the Property.

11.3. The Buyer shall acquire the Property in an "as is," "where is," and "with all faults" condition.

11.4. Without in any way limiting the generality of this Section, the Buyer specifically acknowledges and agrees that they hereby waive, releases, and discharges any claim they may currently possess or may have previously possessed, against the Seller, and agree to indemnify the Seller, defend the Seller, and hold the Seller harmless from and against any and all claims, demands, actions, causes of action, judgments, and liabilities relating to, arising out of, or with respect to the condition of the Property.

11.5. The Buyer knows, has examined, and has investigated to their full satisfaction, the physical nature and condition of the Property.

11.6. Neither the Seller, nor any partner, agent, employee, or representative of the Seller, have made any representations whatsoever regarding the Property, or any portion thereof, including without limiting the generality of the foregoing, representations as to the physical nature or condition thereof and the restrictions thereon, regardless of howsoever, whensoever, and wheresoever the same may be or hereafter arise.

11.7. The Buyer, in executing, delivering, and performing this Agreement, does not rely upon any statement or information to whomsoever made or given, directly, indirectly, verbally, or in writing, by the Seller or any Escrow Agent, individual, or corporation.

11.8. The provisions of this Section will survive the closing.

12. INSURANCE. The Seller shall maintain the existing fire and extended coverage insurance. In the event of loss or damage to the improvements on the Property, the proceeds of any fire or other insurance coverage pertaining to the same shall be used to repair said damage or replace said improvements.

12.1. Should such proceeds described in this Section prove inadequate to pay the costs of said repair or replacement, this Agreement may, at the option of the Buyer, be terminated, whereupon the Earnest Deposit and all documents deposited by the parties shall be returned to the appropriate party. In such event, all parties shall be released from further liability hereunder upon the Escrow Agent's delivering of funds and documents to the applicable parties. The Seller shall notify all necessary insurance companies of the existence of this Agreement, in order that appropriate riders may be attached to the policy.

12.2. The Buyer shall obtain insurance on the Property after the Closing Date.

13. PROPERTY TAXES. Property taxes and assessments for the calendar year next preceding the calendar year in which the closing occurs, and all preceding years, shall be paid by the Seller. The current year's taxes and assessments shall be paid by the Seller.

14. PROPANE TANK. The parties acknowledge that the propane tank is not owned by the Seller and is not included in this Sale.

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

16. BOUNDARY LINES; SURVEY. Unless otherwise applicable as set forth herein, the Seller makes no representation or warranty regarding the boundary lines. The Buyer acknowledges that the acreage estimates in the marketing materials are estimates and that the Purchase Price does not change, regardless of the amount of actual acres.

16.1. In the event that the parties have initialed Section 1 indicating the Buyer's purchase of Tract 1 or Tract 2, the Seller shall cause a survey to be completed by a licensed surveyor for the purpose of describing the final legal description of the Property. The final legal description prepared by said licensed surveyor shall be provided to the Title Company no later than ten (10) calendar days prior to the Closing Date. The Buyer shall be responsible for the survey fee at closing.

16.2. In the event that the parties have initialed Section 1 indicating the Buyer's purchase of Tract 3, the Buyer shall have the option to obtain a survey for informational purposes only. Said survey is expressly obtained at the option of the Buyer and at their sole expense. The results of which shall have no effect or bearing on this Agreement.

17. ASSIGNMENT PROHIBITED. The Buyer shall not sell, assign, or transfer this Agreement, any interest under this Agreement, or any interest in or to the Property without first obtaining the written consent of the Seller.

18. DEFAULT PROVISIONS. Should the Buyer fail to comply with any of the terms of this Agreement, then this Agreement shall, at the option of the Seller, become immediately null and void, whereupon all rights of the Buyer hereunder shall end; all Earnest Deposits paid hereunder shall be retained by the Seller as liquidated damages for said non-performance; the Seller shall be entitled to retain possession of the Property; and all parties shall be released from further liability hereunder. Should the Seller fail to comply with any of the terms of this Agreement, then this Agreement shall, at the option of the Buyer, become immediately null and void, whereupon all rights of the Seller hereunder shall end; all Earnest Deposits paid hereunder shall be returned to the Buyer; and all parties shall be released from further liability hereunder.

19. COSTS AND CLOSING PROCEDURE. On the Closing Date, this transaction shall be closed in accordance with the following procedure.

19.1. The Buyer shall cause the General Warranty Deed and Mortgage, if necessary, to be recorded with the Brown County Register of Deeds.

19.2. The taxes shall be paid as set forth in Section 13 herein.

19.3. The Seller shall deliver the following items to the Buyer:

19.3.1. The Seller's Affidavit;

19.3.2. The recorded General Warranty Deed;

19.3.3. A copy of the closing statement; and

19.3.4. The Title Commitment;

19.4. The Seller shall be charged with the following:

- 19.4.1.** One-half (1/2) of the cost for preparation of deed and contract;
- 19.4.2.** One-half (1/2) of the fee for issuance of the Title Commitment;
- 19.4.3.** The cost for providing merchantable title as set forth in the Title Commitment;
- 19.4.4.** The amount of taxes chargeable to the Seller pursuant to Section 13;
- 19.4.5.** One-half (1/2) of the premium for the owner's title insurance policy;
- 19.4.6.** The real estate commission payable to Midwest Home & Land;
- 19.4.7.** One-half (1/2) of the costs of closing; and
- 19.4.8.** The 1099-S filing fee.

19.5. The Buyer shall be charged with the following:

- 19.5.1.** The survey fee, if applicable pursuant to Section 15;
- 19.5.2.** One-half (1/2) of the cost for preparation of deed and contract;
- 19.5.3.** One-half (1/2) of the fee for issuance of the Title Commitment;
- 19.5.4.** The attorney fee for examination of the Title Commitment;
- 19.5.5.** The amount of taxes chargeable to the Buyer pursuant to Section 13 herein;
- 19.5.6.** The fee for calculation of taxes, if applicable;
- 19.5.7.** The costs of recording the General Warranty Deed and Mortgage;
- 19.5.8.** One-half (1/2) of the premium for the owner's title insurance policy;
- 19.5.9.** The premium for lender's title insurance policy;
- 19.5.10.** The costs associated with obtaining financing; and
- 19.5.11.** One-half (1/2) of the costs of closing.

20. ESCROW DUTIES. This transaction shall be closed at the offices of the Closing Agent on the Closing Date. The balance of the Purchase Price, along with the necessary costs and fees, shall be paid to the Escrow Agent at closing by the party or parties obligated hereunder to pay the same. The General Warranty Deed required from the Seller and Mortgage securing the loan by the Buyer, if necessary, hereunder shall be delivered to the Closing Agent for recording. After all parties have deposited the sums of money and documents required hereunder, the Closing Agent shall cause the General Warranty Deed and Mortgage, if necessary, to be recorded.

21. IRS SECTION 1031 TRANSACTIONS. In the event that the Buyer informs the Seller that this Agreement will constitute a part of an IRS Section 1031 real estate transaction in which the Buyer is to be involved as the Exchanger then the Seller shall cooperate with the Buyer and the Qualified Intermediary for the Buyer in completing such exchange. The Seller shall cooperate with the Buyer and the Qualified Intermediary in any and every way necessary and require for the Buyer to complete the IRS Section 1031 Tax Deferred Exchange as referred to in this Section, provided that the Seller shall not incur any costs, fees, or expenses in compliance herewith.

22. BROKERAGE RELATIONSHIP DISCLOSURE. Pursuant to applicable state law, Midwest Land & Home (the “Licensee”), hereby notifies the Buyer in writing as part of this Agreement as follows: The Licensee will be acting as an agent of the Seller with the duty to represent the Seller’s interest, the Licensee will not be acting as the agent of the Buyer, and all information given to the Licensee will be disclosed to the Seller.

23. DISCLOSURES; AGENTS; COMMISSION. The real estate firm(s) involved in this transaction are agents only, not parties to this Agreement, 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. The Buyer acknowledges that said firm(s) has made no representations and have given no express or implied warranties with regard to the condition of the Property. The parties agree that the real estate firm(s) shall not be responsible for the conduct of third parties providing specialized services whether those services were arranged by the Seller, the Buyer, or the real estate firm(s) on behalf of either. The parties agree that the Licensee involved in this transaction are not experts regarding any environmental or health hazards in and on real property. The parties shall seek expert advice and obtain inspections to determine whether such conditions exist in and on the Property. If inspections were not performed regarding all or part of the Property prior to the execution of this Agreement, the 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 Property that would have been apparent had such inspections been performed.

24. REPRESENTATION BY COUNSEL. This Agreement has been prepared by the law firm of Mears Hausmann, P.A. at the request of the Seller. The terms of the agreement herein have been negotiated by the parties exclusively, and the party not requesting preparation of this Agreement by Mears Hausmann, P.A. has had and has exercised, to the extent they deem necessary, an opportunity to have legal representation of their own choosing in relation to this transaction.

25. GOVERNMENT PROGRAMS AND/OR PAYMENTS. To the extent that any portion of the Property is enrolled in government sponsored farm programs, the Buyer will succeed to such government sponsored program contract. Neither the Seller, nor the Seller’s agents, guarantee the eligibility or the success of the Buyer in any government sponsored programs. The Buyer must adhere to all government sponsored program contract requirements and agrees to hold the Seller harmless from any damage, claims, penalties, fines, or causes of action should the Buyer fail to comply, and penalties or forfeiture be imposed. Any governmental payments due from the USDA pursuant to the federal farm program that has not been received before the Closing Date shall still be paid to the respective operator and/or landlord of the Property, 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 the Buyers.

26. ORAL AGREEMENT PROHIBITED. This Agreement sets forth all the promises, covenants, agreements, conditions, and understandings between the parties relative to the conditional sale of the Property, and there are no promises, agreements, conditions, or other understandings, oral or written, between the parties other than those that are herein set forth. The parties further agree that no subsequent alteration, amendment, change, or addition of this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by both parties.

27. TIME OF ESSENCE. Time and punctuality are hereby made of the essence of this Agreement.

28. BINDING ON HEIRS. The promises, covenants, conditions, and understandings herein contained shall extend to and be binding upon the respective parties' heirs, executors, administrators, successors, trustees, and assigns.

29. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements between the parties respecting the Property. The parties agree that there are no terms, conditions, promises, understandings, statements, or representation, neither express nor implied, concerning the sale contemplated hereby, except as stated herein.

30. NOTICES. All written notices required or permitted hereunder shall be effective upon receipt and shall be hand-delivered or mailed by certified mail with return receipt requested to the parties at the following addresses, provided that either party may change the designated address by written notice to the other party.

Seller: The Francis D. and Eva N. Cox Trust Dated October 28, 2009
1447 Sunflower Road
Everest, Kansas 66424

With Copy to: Midwest Land & Home
303 C Street
Washington, Kansas 66968

Mears Hausmann, P.A.
104 North Sixth Street, Suite One
P.O. Box 157
Atchison, Kansas 66002

Buyer: _____
Name(s) of Buyer(s)

Street Address

City, State Zip

31. REQUIRED STATE DISCLOSURES. The following disclosures are contained with this Contract pursuant to K.S.A. §58-30785 and K.S.A. §58-3078(a).

31.1. 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 **BUYER** desires more 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.

31.2. 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 of residential real property to disclose any information known to them that shows elevated concentrations of radon gas in said 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 www.kansasradonprogram.org.

32. SURVIVAL OF REPRESENTATION. All representations in this Agreement shall survive the closing.

33. COUNTERPARTS. This Agreement may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts taken together shall constitute but a single instrument. Signatures provided by facsimile, portable document format (a.k.a. PDF), or other electronic formats shall be as binding as an original signature.

34. EFFECTIVE DATE. This Agreement shall be effective on the date of final acceptance by the last party to sign said Agreement.

Signature: _____

Date: _____

Name Printed: _____

Title: _____

SELLER

Signature: _____

Date: _____

Name Printed: _____

Title: _____

Signature: _____

Date: _____

Name Printed: _____

Title: _____

Signature: _____

Date: _____

Name Printed: _____

Title: _____

BUYER

Exhibit "A"

