

**REAL ESTATE SALES CONTRACT**

THIS AGREEMENT, is entered into by and between Randy Koch as Trustee of the **Mark F. and Elda Rose Koch Revocable Trust**, dated December 4 1995, hereinafter referred to as "**Seller**," and \_\_\_\_\_, being the highest bidder at public auction, hereinafter individually or collectively referred to as "**Buyer**."

WITNESSETH: That for and in consideration of the mutual promises and covenants hereinafter established, the parties do hereby agree as follows:

**1. THE PROPERTY.** Seller hereby agrees to sell and convey marketable title, including any and all mineral, wind, solar, and water rights, by Warranty Deed to the Buyer, or other such person(s) or entities designated by Buyer, free and clear of all liens and encumbrances except easements and restrictions of record and subject to applicable zoning laws, and, Buyer agrees to purchase all of the following described real estate located in Marshall County, Kansas, to-wit:

**All Tracts are located within the following legal descriptions:**

Section 31 (31), Township 02 South (T02), Range 08 East (08), containing 110.7 acres, being lots 11, 12 & part of lot 10 lying north of railroad less right-of-way;

**And**

Section 06 (S06), Township 03 South (T03), Range 08 East (R08), containing 229.2 acres, being the Southwest Quarter of the Southeast Quarter (SW ¼ SE ¼) & Lots 9 & 14 in the Southwest Quarter (SW1/4) & Lots 3, 4, & 8 in the Northwest Quarter (NW1/4) less right-of-way.

**1.1 BOUNDARY LINES.** In regard to the above-described real estate, **the Seller makes no representation or warranty as to boundary lines and no guarantees as to total acreage.** Buyer acknowledges that the acreage estimates in the marketing materials are estimates only and that the purchase price will not change, regardless of the amount of actual acres. Should the Buyer desire to obtain a survey, the same shall be paid for by Buyer and utilized as informational material only.

**1.2 INDIVIDUAL TRACTS.** The Undersigned Buyer agrees to purchase the tract or tracts(s) indicated below:

- |                 |                                   |                          |                                |
|-----------------|-----------------------------------|--------------------------|--------------------------------|
| <b>Tract 1:</b> | Approx. <b>91</b> Acres           | <input type="checkbox"/> | <b>Purchase Price \$</b> _____ |
| <b>Tract 2:</b> | Approx. <b>44</b> Acres           | <input type="checkbox"/> | <b>Purchase Price \$</b> _____ |
| <b>Tract 3:</b> | Approx. <b>8</b> Acres (Homesite) | <input type="checkbox"/> | <b>Purchase Price \$</b> _____ |
| <b>Tract 4:</b> | Approx. <b>198</b> Acres          | <input type="checkbox"/> | <b>Purchase Price \$</b> _____ |

Should any of the above-described tracts be sold to multiple buyers, a post-auction survey will be conducted by **CES Group** of Marysville Kansas, and paid for by Seller. Any variation in acreage shall not affect the Purchase Price.

**2. PURCHASE PRICE & TERMS.** The Purchase Price for the described property shall be the sum of \$ \_\_\_\_\_, which shall be paid by the Buyer to the Seller in the following manner, to wit:

- (a) The sum of \$ \_\_\_\_\_, (10% of purchase price), as an earnest money payment, on or before the execution of this Contract; and
- (b) The remaining balance of the Purchase Price, plus any adjustments required herein, paid at the time of Closing.

The Buyer's Earnest Money, and all payments pursuant to this Contract, shall be made to the Sellers in care of and through the hereinafter designated Escrow/Closing Agent in the form of certified funds, on or before **March 5, 2026**, the date hereinafter set for final closing, unless extended by mutual agreement of the Parties hereto, and upon receipt of a Warranty Deed which conveys marketable, insurable, and record title to Buyer.

**2.1 REIMBURSEMENT OF AGRICULTURAL INPUTS (By Tract).** In addition to the Purchase Price, Buyer shall reimburse Seller at Closing for agricultural inputs applied in preparation for the 2026 spring planting season, prorated by tract, as follows:

<b>Tract 1:</b>	<b>Total: \$6,886.35:</b>	(Corn: \$4,111.65 / Beans: \$2,774.70)
<b>Tract 2:</b>	<b>Total: \$5,133.19:</b>	(Corn: \$0.00 / Beans: \$5,133.19)
<b>Tract 4:</b>	<b>Total: \$9,067.37:</b>	(Corn: \$3,101.77 / Beans: \$5,965.60)

**3. PROOF OF TITLE & INSURANCE.** After the aforementioned contingency, and within a reasonable time after the execution of this Contract, the Seller will make available to Buyer, a preliminary owner's title insurance commitment covering the above-described property. As a condition of this Contract, a title insurance commitment must show an insurable title to be vested in the Seller. After receipt thereof, the Buyer and/or their lenders, shall have a reasonable time thereafter, not to exceed five (5) business days, in which to have said tile insurance report examined, and to return the same to Seller with any written objections as to the exclusions or underwriting requirements. Objections not so made shall be deemed waived by the Buyer. Seller shall then have reasonable time to satisfy any requirements. If Seller is unable to furnish an insurable title, any earnest money shall be returned to the Seller

(a) **TITLE PREMIUM FEE.** The parties agree to split, on a 50-50 basis, the premium expense of the standard owners' title insurance policy with coverage in the amount of the Purchase Price. The Buyer shall be responsible for any expenses incurred in the examination of the offer to insure title, and for any additional title that may be required by their lender. The Seller shall bear the cost, if any, of removing objectionable exclusions.

**4. DEED & ESCROW.** At or prior to Closing, a Warranty Deed shall be executed and deposited with the Escrow Agent listed herein, and said Agent is to hold such Deed until Closing. Upon Closing and payment of the Purchase Price in full, the Deed shall be released to the Buyer, who shall be responsible for the expense of recording the same.

**4.1 CONSENT TO MODIFICATION OF "GRANTEE".** Notwithstanding any other provision herein, Buyer may modify the ultimate "Grantee" named in any deed to: (1) any LLC, Partnership or Corporation owned in whole or part by Buyer, (2) any trust created by or for the benefit of Buyer (in whole or in part), or (3) to include joint tenancy to any related person or entity responsible for creating the deed of any "modification of grantee" made under this Section.

**5. ESCROW/CLOSING AGENT.** The parties hereto make and designate the **Marshall County Abstract & Title Company, 1110 Broadway, Marysville Kansas, 66508**, Escrow/Closing Agent for this transaction. Said Agent is hereby authorized and directed to pay off any mortgage or lien against the property, and any and all necessary and/or incidental expenses incurred in connection with the sale of the above-described real estate, including any fees of commission due and owing from Seller to **Midwest Land and Home, LLC**, Washington, Further, in order to achieve the carry-out the Escrow process, the Parties agree to the following;

**5.1 ESCROW AUTHORIZATIONS.** The Seller consents and hereby authorizes the Escrow Agent to receive any mortgage or loan information to the above-referenced property, specifically directing the lending institution to provide any mortgage pay-off amounts upon closing. The Buyer authorizes the Escrow Agent to receive any mortgage and loan information related to the above-referenced property and to release to the bank or lending institution which is financing the purchase a copy of this Contract, a Closing Statement, and any other documents required for this transaction.

**5.2 IRS REPORTING AGENT.** The Reporting Agent for the described real estate as required by IRS regulations shall also be said Escrow Agent. The parties will furnish the Agent with their social security numbers and/or tax identification number in compliance with the Tax Reform Act of 1984, and the Seller will execute an Internal Revenue Service Form W-9 to be prepared by Escrow Agent. The Agent is responsible for completion and filing of Internal Revenue Form 1099's required to report the sale or exchange of real estate.

**5.3 LIMITED LIABILITY OF ESCROW AGENT.** Provided said Agent performs all obligations under the Agreement, the Parties hereto, agree to defend, indemnify and hold the Agent harmless from any and all liabilities, losses or damages that said Agent, in good faith and without fault, may incur or suffer by reason of this Agreement. The provisions of this Subsection shall survive the Closing of this Agreement.

**6 CLOSING & COSTS.** The Parties agree to **split equally, on a 50-50 basis**, the fee charged by the Escrow/Closing Agent for closing the real estate transaction. Buyer should be solely responsible for any fees incident to their individual lending.

**7. EARNEST MONEY FORFEITURE OR REFUND.** Notwithstanding any other terms of this Contract providing for forfeiture or refund of the earnest money deposit, the parties hereto understand that applicable Kansas real estate law prohibits the Escrow Agent from distributing the earnest money, once deposited, unless 1) written consent to do so is received from all parties to this Contract, 2) pursuant to a Court Order, or 3) when

the transaction is closed according to the terms of the Contract. However, the parties agree that the Escrow/Closing Agent may distribute the Earnest Money under wither procedure set forth when written authorization is not obtained from both parties:

(a) The parties hereto agree that failure by either party to respond in writing to a certified letter from the Agent within seven (7) days of receipt thereof shall constitute a consent to the distribution of the Earnest Money as suggested in any such certified letter.

(b) The parties agree that a party's failure to make written demand for return or forfeiture of the Earnest Money deposit within thirty (30) days of notice of cancellation of this Contract shall constitute a consent by such party to the distribution of the earnest money as demanded by the other party.

8. **TIME IS OF THE ESSENCE.** The parties agree that time is of the essence of this contract and Closing is initially set and scheduled for **March 1, 2026.**

9. **POSSESSION.** Possession of the above-described property shall be delivered to Buyer on final closing, subject to tenant's rights through **March 1, 2026.** Seller has, or will provide Buyer with a copy of the Notice to Terminate Farm Tenancy, or a Voluntary Tenant Termination Agreement, as the case may be, properly executed and served under Kansas law.

10. **TAXES.** Seller will pay all taxes for the year **2025** and all prior years. The Buyer shall pay the **2026** real estate taxes and all subsequent years. Any back taxes due and owing, and any penalties associated with said back taxes, shall be paid from Escrow. The Parties hereto consent that should tax assessments, statements or other information cross in the mail to deliver said documents to the other party, either directly or through the escrow agent pursuant to Section 5.1 above.

11. **IRS SECTION 1031.** In the event Buyer Informs Seller that this Contract will constitute a part of an IRS Section 1031 real estate transaction in which the Buyer is to be involved as the Exchanger, then Seller will cooperate with Buyer and the Qualified Intermediary for the Buyer in Completing such exchange. Seller will cooperate with Buyer and the Qualified Intermediary in any and all ways necessary for Buyer to Complete the IRS Section 1031 Tax Deferred Exchange.

12. **GOVERNMENT PROGRAMS & PAYMENTS.** 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 Real Estate Agent do not guarantee the eligibility or the success of the Buyer in any governmental 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 farm program that have not been received before the closing date shall 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 **2025** and **2026.** Any

governmental payments due from the USDA that accrue after the Closing Date shall be payable to Buyer.

**13. INSURANCE.** It is agreed by and between the Parties that Seller presently maintain any current liability insurance on the above-described real estate and that Buyer be entitled to cancel such policy upon Closing. At the time of possession, all risk of loss shall pass from Seller to Buyer.

**14. PROPERTY CONDITION & DISCLOSURE.** It is agreed and understood that this contract is for the sale of the real estate in its present, existing condition, including environmental factors. Sellers make no representation or warranty as to the condition of the property. It is specifically understood and agreed by the parties that the property is sold "**AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESSED OR IMPLIED**" at the time of closing. Seller is not aware of any environmental issues or concerns. Seller is not aware of any hazardous materials being disposed on the property. Seller has no knowledge of whether the previous application of any fertilizer or chemical applications were applied outside of the regulations or label instructions.

**14.1 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 is the second leading cause overall. Kansas law requires sellers to disclosure any information known to the sellers that shows 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.kansas/radonprogram.org](http://www.kansas/radonprogram.org).

**14.2 LEAD PAINT.** Buyer 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 and/or Lead-Based Paint Hazards" furnished to Buyer. Buyer acknowledges that there is a strong likelihood of lead paint being present and waives any requirement, and accepts the house in its present condition.

**14.3 WASTEWATER / SANITARY SYSTEM.** Seller shall furnish to Buyer(s) an inspection report of the septic, lateral and/or lagoon system as required under the Marshall County Sanitation Code. The Seller shall be responsible for the cost of the inspection and septic tank pumping to be paid for through closing. If the septic, lateral and/or lagoon system needs repair or replacement to comply with the sanitation code, the Seller has the option of completing the repairs by a licensed and insured professional or declaring this contract null and void. If the contract is voided, earnest money will be returned to the Buyer(s).

**14.3 CRIME REGISTER.** 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 these registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at [www.Kansas.gov/kbi](http://www.Kansas.gov/kbi) or by contacting the local sheriff's office.

**15. INSPECTION OF PROPERTY.** Buyer acknowledges that Buyer has had access to the premises and that the above-described real estate and any improvements thereon have been inspected and agrees to accept such property "**AS-IS**" in its present condition, without any warranties given by Seller, other than warranties provided in the Warranty Deed. Buyer further acknowledges that Buyer has not relied on any statements of the Seller or any agents of the Seller regarding the above-described real estate. All inspections not made by the date of Closing shall be waived by Buyer.

**16. BROKERAGE RELATIONSHIP DISCLOSURE.** Pursuant to applicable Kansas law, **Midwest Land & Home, LLC**, and its agents, representatives and licensees in this transaction, make the following agency disclosure to the parties hereto, in writing, as part of this Contract, to-wit:

(a) **SELLER'S AGENT.** Midwest Land & Home, LLC, and its agents, representatives and licensees, shall be Agent for the Seller **only**, with a duty to represent only the Seller's interest; and the licensee will not be acting as the agent of the undersigned Buyer, and all information given to licensee will be disclosed to Seller; and

(b) **BROCHURE.** By signing this Contract, the Parties hereto acknowledge and affirm the Real Estate Brokerage Relationships Brochure, also known as the "Agency Disclosure Brochure", required by K.S.A. 58-30, 110 [a copy of which is attached hereto and made a part hereof] was given to each of them, explained and discussed; and

(c) **NO EXPRESSED/IMP.WARRANTIES.** By signing this Contract, the Buyer hereto acknowledges and agrees that Midwest Land & Home, nor its agents and representatives, have made any representations or given any expressed or implied warranties, or have assumed any responsibility, directly or indirectly, with respect to the condition of the described-real estate herein.

**16.1 AGENT ONLY.** Midwest Land & Home, LLC, and its agents and representatives 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 Contract or for damages for non-performance. The Parties agree that the real estate firm/firms 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/firms on behalf of either.

**16.2 DISCLAIMER & DUTY OF BUYER DUE DILIGENCE.** The Parties agree that the real estate licensees and agents 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 real property. If inspections were not performed regarding all or part of said 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.

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

**17. EXPERT ADVICE.** The parties acknowledge that they may and should obtain expert advice as to any matters relating to this transaction, including tax, legal, or otherwise. Buyer acknowledges that the contract was prepared on behalf of the Seller and **Bruna Law, LLC, 1114 Broadway, PO BOX 71, Marysville, Kansas, 66538** is Attorney for the Seller.

**18. DEFAULT.** It is agreed by and between the Parties that in the event either Party should default on the terms, covenants, and agreements herein, the other party has the option to declare this Contract Null and Void, or they shall have all the remedies allowed by law. Upon the failure of the Buyer to make the payments required under this contract, or upon Buyer's default, Seller may, at Seller's option, enforce specific performance or may declare this contract forfeited in which case Seller may retain the earnest money as liquidated damages. If Seller defaults, Buyer may elect to cancel this Contract and the earnest money shall be paid to Buyer.

**19. MEDIATION.** If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the Parties agree to attempt to settle the dispute in an amicable manner by mediation before resorting to litigation. Mediation is an informal, non-binding alternative dispute resolution process in which a trained professional facilitates discussions and negotiations among the Parties. If either Party refuses to participate in Mediation, then the other may proceed to enforce any available remedies at law.

**20. EXECUTION OF CONTRACT.** This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be fully effective unless and until it is signed by each of the above-named Parties.

**21. ELECTRONIC SIGNATURE.** The signatures on this contract or counterparts thereto may be rendered or exchanged by facsimile or electronic transmission, and signatures so rendered or exchanged by the parties shall be construed as original signatures to this contract.

**22. ENTIRE AGREEMENT.** 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.

**23. MISCELLANEOUS. PROVISIONS.**

(a) NO ASSIGNMENT OF CONTRACT. Buyer shall not have authority to assign this contract or any interest under this contract.

(b) SUCCESSORS. The terms and provisions of this contract shall extend to and become binding upon the heir, executors, administrators, and assigns of the respective parties.

(c) SEVERABILITY. In the event any covenant, condition, term or provision contained herein shall be held to be invalid, illegal, or unenforceable in any respect, in whole or in part, by a judgement, order or decree of any Court or other tribunal of competent jurisdiction, the validity of the remaining covenants, conditions, terms, and any term or provision held to be partially invalid, illegal or unenforceable, shall in no way be affected, or disturbed thereby.

(d) CHOICE OF LAW. This Contract shall be interpreted and enforced according to the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties have set their names this \_\_\_\_ day of January, 2026.

\_\_\_\_\_  
**SELLER**

By: Randy Koch, Trustee

\_\_\_\_\_  
**BUYER**

\_\_\_\_\_  
**BUYER**

**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 signed contract is hereby acknowledged this \_\_\_\_ day of November 2025.

Marshall County Abstract & Title Company

By: \_\_\_\_\_  
(Escrow Agent)