AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT, made and entered into this ____ day of November, 2026, by and between **Deborah Inda Mae Ponton**, a single person, hereinafter called seller, and _____, hereinafter called buyer.

WITNESSETH:
That for the consideration hereinafter specified, the seller hereby sells and agrees to convey to said buyer, and buyer hereby agrees to buy and to pay for on the terms and conditions hereinafter set forth, all of the grantor's interest in the following described real estate, together with all the improvements thereon and appurtenances thereunto belonging, in Clay County, Kansas to-wit:

The Southwest Quarter (SW ¼) of Section Nine (9), Township Ten (10) South, Range Two (2) East of the Sixth Principal Meridian, Clay County, Kansas.

IN CONSIDERATION WHEREOF the buyer agrees to purchase the aforesaid real estate and pay the price of $_____ with $_____ earnest money payable upon signing of this agreement and the remainder of the purchase price paid at closing to Republican Valley Title, as escrow agent of both parties, to be held and applied on the purchase price herein set forth.

CLOSING: This contract shall be closed at the escrow agent's office on or before ***December 4, 2026*****.** The balance of the purchase price, along with the necessary recording fees, title insurance costs, and any other closing costs shall be paid to the escrow agent at closing by the party obligated hereunder to pay the same. An executed copy of this agreement, the deed required from seller hereunder and all other papers to complete this transaction shall be delivered to the escrow agent for recording or other appropriate disposition. The escrow agent shall, after all parties have deposited with it the sums of money and documents required hereunder, pay all expenses of the parties to this Agreement. Thereupon, the escrow agent shall pay the remaining proceeds to seller.

DEED: Seller shall convey title to said real estate to buyer free of all encumbrances, except easements and restrictions of record, Warranty Deed, which shall be executed promptly after execution of this agreement and shall be deposited with the escrow agent herein designated.

TITLE INSURANCE: Buyer shall be furnished a standard owner's policy of title insurance to buyer, which will insure buyer against loss or damage to the extent of the purchase price by reason of defects in seller's title to said real estate. Such owner's policy shall be conclusive evidence of marketable title in seller, subject only to the aforesaid exceptions; provided, however, seller shall deliver a signed commitment for said title insurance from a title company authorized to do business in Kansas prior to closing for examination by buyer, in which event seller shall deliver the owner's title policy to buyer promptly after closing. **The total cost of the Owner's Policy will be split equally between the Seller and Buyer.** The Buyer will be responsible for the cost of any loan policy issued. Buyer agrees to pay the cost of recording the Deed and all costs and expenses in connection with any mortgage loan obtained by Buyer.

Upon receipt of said title insurance commitment from the seller, buyer shall have a reasonable time to examine the same and to return it to seller with any written objections relative to the marketability of the title. Any objections not so furnished shall be deemed to be waived by the buyer. If valid objections are made to the marketability of the title, seller shall have a reasonable time to satisfy any valid objections to the title and to make the title marketable; if legal proceedings are necessary, such proceedings shall begin promptly and shall be diligently prosecuted to completion. In the event seller is unable to furnish marketable title, this Agreement shall become null and void, and thereupon all moneys paid by buyer shall be returned to buyer and all documents shall be returned to the party entitled to the same, whereupon all parties shall be released from further liability hereunder.

ESCROW AGENT: The parties hereby appoint Republican Valley Title, of Clay Center, Kansas, as escrow agent for this contract. The original of this agreement and the Warranty Deed shall be deposited with the escrow agent appointed herein. Upon payment of all amounts to be paid hereunder by buyer and upon buyer fully complying with all the other terms and provisions hereof, the escrow agent shall deliver the Warranty Deed to the buyer and the escrow shall then be closed. **The Settlement Fee of $500.00 charged by the Escrow Agent will be split equally between the Seller and Buyer. If a lender is involved the buyer will be responsible for the $250.00 loan closing fee unless they use a local bank who does the loan closing paperwork.**
The buyer and seller shall be responsible for payment of costs incurred in the event the contract is cancelled. All payments required hereunder shall be paid directly to the escrow agent, Republican Valley Title, of Clay Center, Kansas.

Notwithstanding any other terms of this contract providing for forfeiture or refund of the earnest money deposited, the parties understand that applicable Kansas Real Estate Laws prohibit the escrow agent from distributing the earnest money, once deposited, without consent of all parties to this agreement. The parties agree that the escrow agent may distribute the earnest money under either procedure set forth below when written authorization is not obtained from both parties:

Buyer and seller agree that failure by either to respond in writing to a certified letter from Republican Valley Title, of Clay Center, Kansas, within seven (7) days of receipt thereof shall constitute consent to distribution of the earnest money as suggested in any such certified letter. Buyer and seller agree that failure to make written demand for return or forfeiture of an earnest money deposit within thirty days of notice of cancellation of this Agreement shall constitute consent to distribution of the earnest money as demanded by the other party hereto.

If, because of the duties as escrow agent, the escrow agent is made a party to any suit or proceeding, the escrow agent shall be indemnified for all costs and expenses by the parties.

IRS SECTION 1031 TRANSACTIONS. (a) 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 the SELLER will need to cooperate with the BUYER and the Qualified Intermediary for the BUYER in completing such exchange. (b) SELLER will cooperate with the BUYER and the Qualified Intermediary in any and every way necessary and require for BUYER to complete the IRS Section 1031 Tax Deferred Exchange as referred to in (a) above.

BROKERAGE RELATIONSHIP DISCLOSURE: Pursuant to applicable state law, Midwest Land & Home, notifies the undersigned Purchaser in writing as part of this contract 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 undersigned Purchaser, and all information given to licensee will be disclosed to Seller.

DISCLOSURES/AGENTS/COMMISSION:
(a)The real estate firm/firms involved in this transaction are agents only, 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. Purchaser acknowledges that said firm/firms have made no representations and have given no express or implied warranties with regard to the condition of the Real Estate. 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, Purchaser, or the real estate firm/firms on behalf of either.
(b)The parties agree that the real estate licensees 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 such conditions exist in and on the Real Property. If inspections were not performed regarding all or part of the Real Property prior to signing this contract, Purchaser 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.

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

GOVERNMENT PROGRAMS AND/OR 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 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 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 Real Estate, consistent with that which is reflected on the records of the Farm Services Agency for 2026 and paid in 2026. Any governmental payments due from the USDA that accrue after the Closing Date shall be payable to the Buyers.

BOUNDARY LINES: The 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 amount of actual acres. Should the Buyer desire to obtain a survey, the same shall be paid by the buyer and be informational only.

I.R.S. FORM 1099S: The parties will furnish the escrow agent with their social security number in compliance with the tax reform act of 1984 and the parties will execute an Internal Revenue Service Form W-9. The escrow agent shall complete and file Internal Revenue Service Form 1099-S required to report the sale or exchange of real estate.

TAXES: Taxes and assessments for the calendar year 2026 and all preceding years shall be paid by the seller and the buyer will be responsible for all future years.

DEFAULT: Seller or Buyer shall be in default under this contract if either fails to comply with any material covenant, agreement or obligation within any time limit required by this contract. Following a default by either Seller or Buyer under this contract, the other party shall have the following remedies: 1) If the seller defaults, buyer may pursue any remedy available by law or in equity, including an action for specific performance or damages or both; 2) If buyer defaults, seller may terminate this contract by written notice to buyer and, at seller's option, pursue any remedy available at law or in equity, or Seller may elect to treat this contract as being in full force and effect and seller shall have the right to an action for specific performance or damages or both.

COUNTERPARTS: This agreement may be executed in several counterparts, some of which may be with facsimile duplication, each of which shall be deemed

to be an original, true and correct version thereof, all of which shall constitute one and the same agreement.

CONTRACT CHARGES: The contract fee of $300.00 shall be split equally between Seller and Buyer.

UTILITIES: Buyer shall, on the day of closing, have all utilities on the property transferred into their name.

ADVICE OF COUNSEL: The buyer acknowledges that buyer has been advised that buyer should retain an attorney to answer any legal questions involved prior to execution of this agreement or any other document or the payment of funds and to pass upon the marketability of title of the property.

CLOSING STATEMENTS: The buyer and seller authorize the release of copies of the ALTA Statements to any escrow agent, or lending institution involved with the sale of the property for this transaction.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that 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. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement in triplicate the day and year first above written.

SELLERS

Seller:

By:_____
Deborah Inda Mae Ponton

Date:_____

Buyer:

By:_____

Date:_____

CONSENT OF ESCROW AGENT

The escrow agent herein designated consents to its designation herein and agrees to fulfill the conditions and obligations imposed upon it hereunder.

Republican Valley Title, of Clay Center, Kansas,

By

_____

Dated _____