



LAND REAL ESTATE SALE CONTRACT

1 **THIS CONTRACT is made between:** (Print names and **INDICATE MARITAL STATUS OF PARTIES.** If Seller name
2 is not completed, Licensee Assisting Seller to insert Seller name prior to presentation to Seller.)
3

4 **SELLER:** _____ Thomas J. Price Jr. (ASP) _____
5

6 **BUYER:** _____ Malinee Konboon (AMP) and Betty Marilyn Gross (AWP) _____
7

8 **Bank-Owned Property (check if applicable):** If the real property is bank-owned and the titled owner of record is
9 not known at the Effective Date of this Contract, BUYER and SELLER agree the name of the SELLER is amended to
10 as it is stated in the Deed at Closing and is incorporated herein by reference and in any amendments and addenda.
11 SELLER warrants it has full authority to sign and perform on this Contract on behalf of the titled owner of record.
12

13 PROPERTY, PROGRAMS, ADDENDA, DESCRIPTIONS AND CONDITIONS

14
15 1. **PROPERTY.** BUYER agrees to purchase and SELLER agrees to sell the real property and the improvements
16 thereon (**the "Property"**) commonly known as:
17 W 135th St. Olathe KS 66061
18

| Street Address | City | State | Zip |
|----------------|------|-------|-----|
| Johnson | | | |
| County | | | |

23 **LEGAL DESCRIPTION:** (As described below) 29-13-22 W 300' E 115.08' S 440' S 1/2 SE 1/4 3.036 AC M/L LE 805 3

24 15 ACRES M/L T.J.P.

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29 **The Property will include the following, if any, unless otherwise excluded:**

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32 a. **Additional Inclusions.** The following items, if any, supersede the Seller's Disclosure and the pre-printed list
33 before; are considered to be part of the Property, and **are** included in the sale.

34 _____
35 Water rights _____
36 Mineral Rights _____ Crop rights after December of 2022 _____
37

38 b. **Exclusions.** The following items, if any, supersede the Seller's Disclosure and the pre-printed list before; **are**
39 **not** considered to be part of the Property, and **are not** included in the sale.
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44 c. **Additional Terms and Conditions, if any.** _____
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SELLER | SELLER

Initials **SELLER and BUYER acknowledge they have read this page** Initials

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50 2. **GOVERNMENT PROGRAMS.** BUYER acknowledges the possibility of government farm programs on the
51 Property, or that programs could be obtained, and BUYER accepts the responsibility for researching said
52 programs. BUYER is not relying on any other representations regarding accessing government programs.
53 (Check applicable box)
54

- 55 BUYER acknowledges and agrees to execute necessary documentation to continue government
56 farm program subsequent to the Closing Date.
57 BUYER does not intend to participate in any existing government farm program.
58

59 3. **ADDENDA.** The following Addenda (riders, supplements, etc.) are attached hereto and are a part of this Contract
60 (Check applicable boxes)
61

- 62 **Seller's Disclosure and Condition of Property Addendum (Land)** **Other:** Real estate sale contract- land
63 **Other:** Buyer Proof of Funds **Other:** _____
64 **Other:** KW Franchise disclosure _____ **Other:** _____
65 **Other:** _____
66

67 4. **DESCRIPTIONS AND CONDITIONS.**
68

- 69 a. **Effective Date.** The **Effective Date** will be the date of final acceptance by the last party to sign this
70 **Contract** or a **Counter Offer Addendum**.
71
72 b. **Seller's Disclosure Status.** SELLER confirms information contained in the Seller's Disclosure and Condition
73 of Property Addendum is current as of the Effective Date of the Contract. SELLER understands that the law
74 requires disclosure of any material defects, known to SELLER, in the Property to prospective Buyer(s) and
75 that failure to do so may result in civil liability for damages.
76
77 c. **Entire Agreement and Manner of Modifications.** This Contract and all attachments constitute the complete
78 agreement of the parties concerning the Property; supersede all previous agreements, and may be modified
79 or assigned only by a written agreement signed by all parties.
80
81 d. **Parties.** This is a Contract between SELLER and BUYER. If SELLER or BUYER constitutes two or more
82 persons, the terms "SELLER" or "BUYER" will be construed to read "SELLERS" or "BUYERS" whenever the
83 sense of the Contract requires.
84

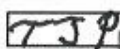
85 Unless identified as SELLER or BUYER, Listing Broker and any Cooperating Broker and their Agents
86 (collectively referred to as "Broker") and any Escrow or Closing Agent are acting as Agents only and are not
87 parties to this Contract.
88



89 SELLER and BUYER acknowledge Broker may have a financial interest in third parties providing specialized
90 services required by this Contract including, but not limited to: Lender, title insurance company, Escrow Agent,
91 Closing Agent, warranty company, wood infestation/mechanical/structural or other inspectors and repair
92 personnel. SELLER and BUYER agree Broker will not be responsible for the conduct of third parties providing
93 specialized services whether those services were arranged by SELLER, BUYER, or Broker on behalf of
94 either.
95

- 96 SELLER and/or BUYER is a licensed real estate broker or salesperson. (Check applicable boxes)
97 SELLER licensed in: MO KS Other _____
98 BUYER licensed in: MO KS Other _____
99

- 100 Licensee assisting SELLER is an immediate family member of: (check applicable boxes)
101 SELLER BUYER
102 Licensee assisting BUYER is an immediate family member of: (check applicable boxes)
103 SELLER BUYER
104

- 105 e. **Notices.** Any notice or other communication required or permitted hereunder may be delivered in person, by
106 facsimile, United States Postal Service, courier service or email to the address set forth in this Contract or
107 such other address or number as will be furnished in writing by any such party.
108

109  Initials SELLER and BUYER acknowledge they have read this page Initials
SELLER | SELLER

 
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Such notice or communication will be deemed to have been given as of the date and time so delivered. Delivery to or receipt by the Licensee assisting BUYER will constitute receipt by BUYER and delivery to or receipt by the Licensee assisting SELLER will constitute receipt by SELLER.

f. **Time is of the essence.** Time is of the essence in the performance of the obligations of the parties under this Contract. With the exception of the term "banking days" or "business days", as used herein, a "day" is defined as a 24-hour calendar day, seven (7) days per week.

g. **Electronic Transaction.** All parties agree this transaction may be conducted by electronic means, including email, according to the Uniform Electronic Transaction Act as adopted in Kansas and Missouri.

h. **Cyber Protection.** Because you are going to be involved in a real estate transaction where money is changing hands, you are a potential target for cyber-criminals. Always contact the closer directly before wiring any money.

5. **CONTRACT CONTINGENCIES.** This Contract is contingent upon:

- BUYER obtaining a soil analysis for the purpose of placing a private waste water disposal system on the Property that is acceptable to the BUYER.
- BUYER obtaining verification that a water meter is available. SELLER makes no representation regarding cost of installation.
- BUYER obtaining verification building permits can be obtained.
- BUYER reviewing and accepting the terms of any deed restrictions.
- BUYER reviewing and accepting the terms of any Homeowner's Association.
- Other: _____

BUYER will have _____ calendar days (thirty (30) if left blank) from the Effective Date of this Contract to remove all of these contingencies or to cancel the Contract by written notification to the SELLER if the contingencies cannot be satisfied. **Failure to notify SELLER within the time specified constitutes a waiver of the contingencies and the BUYER waives their right to renegotiate or cancel the Contract.**

PURCHASE PRICE, FINANCIAL TERMS AND CLOSING AND POSSESSION

6. **PURCHASE PRICE.** The Purchase Price for the Property is\$ 250,000 which BUYER agrees to pay as follows:

a. **Earnest Money** will be delivered to Licensee Assisting Seller or Escrow Agent within _____ calendar days (three (3) if left blank) of the Effective Date (the "Delivery Period") and must comply with state laws as defined in the Earnest Money and Additional Deposits paragraph of this Contract.

If Earnest Money is not delivered during the Delivery Period, SELLER may cancel this Contract by written notice once the Delivery Period has ended and prior to delivery of the Earnest Money.

b. **Earnest Money** in the amount of\$ 5,000 (b) in the form of: (Check one)

Check/Electronic Funds Transfer/ACH Other _____

Deposited with: Platinum Title Llc.

BUYER acknowledges that funds payable to and held by SELLER **WILL NOT** be held subject to the terms of the Earnest Money and Additional Deposits paragraph and may not be refundable.

c. **Additional Earnest Money** in the amount of (ZERO (\$0) if left blank).....\$ _____ (c) will be delivered on or before _____ in the form of: (Check one)

Check/Electronic Funds Transfer/ACH Other _____

Deposited with: _____

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SELLER | SELLER

Initials **SELLER and BUYER acknowledge they have read this page** Initials

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BUYER acknowledges that funds payable to and held by SELLER **WILL NOT** be held subject to the terms of the Earnest Money and Additional Deposits paragraph and may not be refundable.

d. **Total Amount Financed by BUYER** (Zero (\$0) if Cash Sale)\$ 0 (d)
(not including financed mortgage insurance premiums or other Closing costs, if any)

e. **Balance of Purchase Price to be paid in CERTIFIED FUNDS** \$ 245,000 (e)
Purchase Price (less b, c & d of this paragraph) on or before the Closing Date.

f. **Total Seller Expenses (Zero (\$0) if left blank):**

SELLER paid costs. In addition to any other costs SELLER agreed to pay herein, SELLER agrees to pay other allowable Closing costs permitted by Lender(s) and/or prepaid items for BUYER, not to exceed:\$ 0

g. **Other Financing Costs.**

- 1. **Loan Costs.** BUYER agrees to pay all customary costs necessary to obtain the Loan(s) (including but not limited to, origination fees, discounts or buy-downs) unless otherwise agreed.
- 2. **Flood Insurance.** BUYER agrees to pay for flood insurance if required by Lender(s).

7. **CLOSING AND POSSESSION.** On or before 5-23-22 ~~04/08/2022~~ ("Closing Date"), SELLER will execute and deliver into escrow with the title company(s) or other Closing Agent(s), a general warranty deed (or special warranty deed or fiduciary deed, if SELLER is a corporation, association, financial institution or fiduciary) and all other documents and funds necessary to satisfy SELLER'S obligations under this Contract.

On or before the Closing Date, BUYER will execute and deliver into escrow with the title company(s) or other Closing Agent(s), all documents (including note(s), mortgage(s)/deed(s) of trust, and any other documents required by BUYER'S Lender(s), if BUYER is obtaining financing) and funds (including Loan proceeds, if BUYER is obtaining financing) necessary to satisfy BUYER'S obligations under this Contract.

SELLER and BUYER acknowledge all funds required for Closing must be in the form of cashier's check, wire transfer or other certified funds.

When all documents and funds have been executed and delivered into escrow with the title company(s) or other Closing Agent(s), the Closing will be completed. SELLER will deliver possession of the Property to BUYER on Upon funding at o'clock m., (if left blank, **Possession** will be 5:00 P.M. on the **Closing Date**).

BUYER must not occupy the Property or place personal property in or on it prior to completion of the Closing and disbursement or availability of SELLER'S proceeds, if any, unless otherwise agreed upon in writing by the BUYER and the SELLER.

8. **APPRAISED VALUE CONTINGENCY.**

If Financing is being obtained, the appraisal must be completed before the Loan commitment due date.

If a cash sale, BUYER may within calendar days from the Effective Date of this Contract (within the Inspection Period if left blank) obtain, at BUYER'S expense, an appraisal of the Property by an independent licensed appraiser.

If the final appraised value of the property, as determined by BUYER'S Lender's appraiser or if a cash sale, BUYER'S appraiser, is not equal to or greater than (the PURCHASE PRICE if left blank), BUYER will notify SELLER in writing, within calendar days (five (5) days if left blank), attaching a copy of the appraisal report, and the following may occur:

TJP Initials **SELLER and BUYER acknowledge they have read this page** Initials MR BNG
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229 BUYER and SELLER will have _____ calendar days (five (5) days if left blank) after SELLER'S receipt
230 of BUYER'S appraisal report ("Appraisal Negotiation Period"), to reach an agreement resolving the
231 appraisal value and/or purchase price.
232

233
234 During this period, SELLER or BUYER may seek a reconsideration of value by the appraiser. If such
235 reconsideration finds a value equal to or greater than the Purchase Price, or if BUYER and SELLER sign an
236 Amendment resolving the difference between the appraised value and the Purchase Price, the transaction will
237 move forward to Closing.
238

239 **If no resolution is reached prior to the expiration of the Appraisal Negotiation Period, then after the**
240 **expiration of the Appraisal Negotiation period, either party may cancel this contract by written notice to**
241 **the other and BUYER'S Earnest Money will be subject to the provisions of the Earnest Money and**
242 **Additional Deposits paragraph of the Contract.**
243

244 If BUYER may be obligated to bring additional funds to closing under the terms of this paragraph, BUYER will
245 provide written verification confirming BUYER'S ability to perform within _____ calendar days (five (5) days
246 if left blank) of the effective date.
247

248 **9. SALE CONTINGENCY.**

249 This Contract is **NOT** contingent upon the sale and Closing of a BUYER'S Property.

250 This Contract **IS** contingent upon the sale and Closing of a BUYER'S Property and a **Contingency For Sale**
251 **and/or Closing of Buyer's Property Addendum is attached.**
252
253

254
255 **10. FINANCIAL TERMS.**

256 **THIS IS A CASH SALE.** BUYER must provide written verification of funds within _____ calendar days
257 (five (5) days if left blank) which are sufficient to complete the Closing on this Contract.
258

259 **THIS IS A FINANCED SALE.** This Contract is contingent upon BUYER obtaining the financing described in
260 this paragraph.
261

262 BUYER may obtain Loan(s) different from those described herein provided that the terms of the Loan(s) do not
263 result in additional costs to SELLER, delay the Closing Date, or change the Loan approval time frame. These
264 changes must be agreed in writing, by both parties, within five (5) calendar days of BUYER'S knowledge and no
265 later than _____ calendar days before Closing (fifteen (15) days if left blank).
266
267

268 BUYER and SELLER are hereby informed that any changes to the terms below after the Effective Date of the
269 Contract have the potential to delay Closing and/or change costs due to federal regulations.
270

271 **a. Loan Types/Terms.** BUYER will obtain a Loan upon the following terms:

| Type: | Primary Loan | Secondary Loan |
|--------------------------------|--------------------------|--------------------------|
| Conventional | <input type="checkbox"/> | <input type="checkbox"/> |
| Other _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| Interest Rate: | | |
| Fixed Rate | <input type="checkbox"/> | <input type="checkbox"/> |
| Adjustable Rate | <input type="checkbox"/> | <input type="checkbox"/> |
| Interest Only | <input type="checkbox"/> | <input type="checkbox"/> |
| Other _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| Amortization Period | _____ years | _____ years |
| Principal Amount or LTV | _____ | _____ |

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283 All Loan amounts will include financed mortgage insurance premiums or VA funding fee, if any, according
284 to the provisions described herein (the "Loan"). The Loan(s) will be secured by a mortgage/deed of trust
285 on the Property or as otherwise required by Lender(s), and repayable in monthly installments.
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289 **TJP** Initials
SELLER | SELLER

SELLER and BUYER acknowledge they have read this page Initials

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b. The Loan(s) will bear interest as follows:

- 1. Primary Loan _____ interest rate not exceeding _____% per annum or _____ the prevailing rate at Closing
- 2. Secondary Loan _____ interest rate not exceeding _____% per annum or _____ the prevailing rate at Closing

BUYER has the option to "lock in" the foregoing interest rate or to "float" the interest rate.

If BUYER locks in a rate, BUYER agrees to accept the "locked" rate and terms even if different than those stated above. If BUYER floats the rate, BUYER agrees to accept the rate and terms available from BUYER'S Lender(s) for which BUYER qualifies at Closing.

c. Loan Application(s). BUYER agrees to authorize Lender(s) to perform all required services (credit report, appraisal, etc.), pay the fees required by Lender(s), and provide Lender(s) with all information requested no later than five (5) days after the Inspection Period ends.

BUYER IS PRE-APPROVED (See attached Lender(s) letter(s).) BUYER has submitted information to _____ / _____ ("Lender(s)") who has checked BUYER'S credit and indicated that BUYER can qualify for a Loan(s) in an amount equal to or greater than the Loan(s) contemplated in this Contract, subject to satisfactory appraisal of the Property and any other conditions set forth in the attached Lender(s) letter(s). **The pre-approval must indicate that the BUYER'S credit is acceptable to Lender(s) and indicate whether or not the pre-approval is subject to the sale and Closing of the BUYER'S current property.**

BUYER IS NOT PRE-APPROVED. Within _____ calendar days (five (5) days if left blank) after the Effective Date of this Contract, BUYER will complete a written application.

SELLER is aware that pre-approval is not a guarantee that BUYER will receive Lender(s) Loan approval(s).

d. Loan Approval(s). BUYER agrees to make a good faith effort to obtain a commitment for the Loan(s) within _____ calendar days (forty-five (45) days if left blank) from the Effective Date of this Contract or within _____ calendar days (five (5) days if left blank) prior to the Closing Date, whichever is earlier (the "Loan Approval Period").

If BUYER is unable to obtain a commitment for the Loan(s) within the Loan Approval Period, BUYER or SELLER may cancel this Contract by written notice. If BUYER is unable to obtain the financing described herein, BUYER must provide written evidence of rejection from BUYER'S Lender(s). In either case, BUYER'S Earnest Money will be subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

CONDITION, MAINTENANCE AND INSPECTIONS OF THE PROPERTY

11. UTILITIES. SELLER agrees to leave all utilities on until the date of possession unless otherwise agreed. *If applicable.*

The BUYER will pay SELLER for the amount of fuel left in tank(s) at Closing based upon SELLER'S actual cost at time of purchase, if applicable. SELLER will have tank read no earlier than seven (7) calendar days and no later than five (5) calendar days prior to the Closing Date and provide documentation to BUYER.

12. MAINTENANCE OF PROPERTY. SELLER will maintain the Property in its present condition through the Possession Date. SELLER will advise BUYER of any substantial change in the condition of the Property prior to Closing Date. Unless otherwise agreed in writing, SELLER will remove all possessions from the Property, upon vacating or prior to delivery of Possession.

(Check if applicable) SELLER will remove the following prior to the Possession Date: _____

TJP Initials
SELLER | SELLER

SELLER and BUYER acknowledge they have read this page

Initials
BUYER | BUYER

348 13. **CASUALTY LOSS.** If before delivery of the deed to BUYER, the Property is damaged or destroyed by fire or
349 other causes including those that could be covered by what is known as fire and extended coverage insurance,
350 then the SELLER must notify the BUYER in writing within one (1) calendar day of discovery of such damage. The
351 parties agree that the risk of that damage or destruction will be borne as follows:
352

- 353 a. If the damage is minor, SELLER may repair or replace the damage done to the Property if the work can be
354 completed before the Closing Date.
355

356 If the SELLER elects to repair or replace the damage done to the Property, but repair/replacement cannot be
357 completed prior to the Closing, with written agreement between the parties one of the following options will be
358 chosen:
359

- 360 1. SELLER will pay for repair/replacement after Closing; or
361
362 2. The parties will extend the Closing Date to such time as repairs/replacement can be completed; or
363
364 3. With consent of BUYER'S Lender(s), 1.5 times the estimated cost of repair/replacement will be escrowed
365 until repair/replacement is complete with any funds remaining after payment for repairs/replacement being
366 remitted to the party that funded the escrow.
367

- 368 b. If SELLER elects not to repair or replace the damage done to the Property, or if the damage is not minor, the
369 BUYER may enforce or cancel this Contract by written notice to SELLER within ten (10) calendar days after
370 receiving notice of such damage to the Property.
371

- 372 1. If BUYER elects to enforce this Contract, the Purchase Price will not be reduced and the Property will be
373 conveyed in its existing condition at the time, provided SELLER must furnish BUYER with a copy of the
374 insurance damage assessment and be responsible for paying the insurance deductible and assign
375 SELLER'S fire and extended coverage proceeds to BUYER at Closing.
376
377 2. If BUYER and SELLER mutually agree upon the cost of repairs, then SELLER may pay the cost of those
378 repairs.
379

380 14. **SURVEY.** BUYER acknowledges that a Mortgage Inspection Report or "Loan Survey" may be required by a
381 lending institution and is not a "Staked Survey". A title insurance company typically requires a "Staked Survey" in
382 order to provide survey coverage to the BUYER.
383

384 A "Staked Survey" of the Property is to determine there are no defects, encroachments, overlaps, boundary line or
385 acreage disputes, or other such matters, that would be disclosed by a survey.
386

387 At least ten (10) calendar days prior to the Closing Date, BUYER will notify SELLER of any encroachments of any
388 improvements upon, from, or onto the Property or any building setback line, property line, or easement, which
389 encroachment will be deemed to be a title defect. SELLER will remedy such defects as are susceptible of being
390 remedied prior to the Closing Date. If SELLER does not remedy the defects in title, BUYER will have the option
391 of:
392

- 393 a. Completing this purchase and accepting the title that SELLER is able to convey without adjustment in the
394 Purchase Price; or
395 b. Cancelling this Contract by written notice. BUYER'S Earnest Money will be subject to the provisions of the
396 Earnest Money and Additional Deposits paragraph of the Contract.
397

398 **(Check box, if applicable):**

- 399 BUYER will, at BUYER'S expense, provide a "Staked Boundary Survey" for the Property prior to the
400 Closing Date.
401 SELLER will, at SELLER'S expense, provide a "Staked Boundary Survey" for the Property prior to
402 Closing. This survey may not replace Lender's required loan inspection survey, if any, provided
403 at BUYER'S expense.
404 SELLER will provide a "Staked Boundary Survey" for the Property prior to the Closing Date, which will be
405 paid for as follows: _____
406

407 BUYER acknowledges there is no "Staked Survey" and is not requiring SELLER to provide a survey.
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TS P Initials SELLER and BUYER acknowledge they have read this page Initials MK BNG
SELLER SELLER

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410 15. **INSPECTIONS AND DUE DILIGENCE.** BUYER may, within 10 calendar days (thirty (30) days if left blank)
411 (the "Inspection and Due Diligence Period") after the Effective Date of this Contract, at BUYER'S expense,
412 have the Property inspected and may conduct due diligence with regulatory agencies, governmental agencies,
413 marketing firms, engineering firms and other authorities to determine the suitability of the Property for the intended
414 use by BUYER. **BUYER acknowledges such inspections may not identify deficiencies in inaccessible**
415 **areas of the Property and may be limited by weather conditions at the time of the inspection**
416

417 BUYER has the opportunity to become informed about environmental pollutants and the potential health risks of
418 environmental pollutants. The SELLER and Licensee assisting the SELLER and/or the BUYER does not claim or
419 possess any special expertise in the measurement or reduction of environmental pollutants, nor have they
420 provided any advice to BUYER as to acceptable levels. Any testing desired or required will be at BUYER'S
421 expense.
422

423 a. **Access to Property, Re-Inspections, Damages and Repairs.** SELLER will provide BUYER reasonable
424 access to the Property to conduct the inspections, re-inspections, inspection of any corrective measures
425 completed by SELLER and/or final walk through prior to the Closing Date. **BUYER will be responsible and**
426 **pay for any damage to the Property resulting from the inspection(s).** SELLER agrees any corrective
427 measures which SELLER performs pursuant to the following provisions will be completed in a workmanlike
428 manner with good-quality materials.
429

430 b. **What If Buyer Does Not Conduct Inspections?** If BUYER does not conduct inspections, BUYER will have
431 waived any right to cancel or renegotiate this Contract pursuant to the inspection provisions.
432

433 c. **What Is An Unacceptable Condition?** An Unacceptable Condition is any condition identified in a written
434 inspection report prepared by an independent qualified inspector of BUYER'S choice, which condition is
435 unacceptable to BUYER and not otherwise excluded in this Contract.
436

437 d. **What If Buyer Does Not Give Timely Notice Of Unacceptable Conditions?** If BUYER conducts
438 inspections, but fails to notify SELLER of Unacceptable Conditions prior to the expiration of the Inspection and
439 Due Diligence Period, BUYER will have waived any right to cancel or renegotiate this Contract pursuant to
440 these inspection provisions.
441

442 e. **What Is Not An Unacceptable Condition?** The following items will not be considered Unacceptable
443 Conditions and cannot be used by BUYER as a reason to cancel or renegotiate this Contract.
444
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448 f. **What If Buyer's Inspections Reveal Unacceptable Conditions?** If BUYER'S inspections reveal
449 Unacceptable Conditions, BUYER may do any one of the following.
450

451 1. **ACCEPT THE PROPERTY IN ITS PRESENT CONDITION.** BUYER may notify SELLER on the
452 Inspection Notice that the inspections are satisfactory or do nothing. In either case, BUYER will have
453 waived any right to cancel or renegotiate due to any Unacceptable Conditions; or
454

455 2. **CANCEL THIS CONTRACT** by notifying SELLER on the Inspection Notice within the Inspection Period;
456 or
457

458 3. **OFFER TO RENEGOTIATE** with SELLER by notifying SELLER on the Resolution of Unacceptable
459 Conditions within the Inspection Period.
460

461 BUYER'S notice of cancellation or offer to renegotiate terminates the Inspection and Due Diligence
462 Period and must be accompanied by the applicable written inspection report(s) in their entirety from
463 the independent qualified inspector(s) who conducted the inspection(s).
464

465 g. **Resolution of Unacceptable Conditions.** BUYER and SELLER will have _____ calendar days (five (5)
466 days if left blank) after SELLER'S receipt of BUYER'S Inspection Notice/Resolution of Unacceptable
467 Conditions (the "Renegotiation Period"), to reach an agreement resolving the Unacceptable
468 Conditions.
469

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470 Any of the following executed and delivered to the other party or other party's Agent prior to the expiration of
471 the Renegotiation Period will constitute such an agreement:

- 472
- 473 1. SELLER'S signature agreeing to do everything requested by BUYER on the original Resolution of
474 Unacceptable Conditions Amendment attached to Inspection Notice; or
 - 475 2. A revised Resolution of Unacceptable Conditions Amendment signed by BUYER and SELLER resolving
476 the unacceptable conditions; or
 - 477 3. BUYER'S signature on the Resolution of Unacceptable Conditions Amendment accepting the Property in
478 its present condition.
- 479
480
481

482 **If no agreement resolving the Unacceptable Conditions is reached during the Renegotiation Period as**
483 **provided above, then after the expiration of the Renegotiation Period either of the following is**
484 **permitted under the Contract.**

- 485
- 486 A. Negotiations may still proceed. Any agreement must be in a written Amendment and signed by both
487 parties.
 - 488 B. Either party may cancel this Contract by written notice to the other and the Earnest Money will be
489 returned subject to the provisions of the Earnest Money and Additional Deposits paragraph of the
490 Contract.
- 491
492

493 DEFAULTS AND REMEDIES

494

495 **16. DEFAULTS AND REMEDIES.** SELLER or BUYER will be in default under this Contract if either fails to comply
496 with any material covenant, agreement or obligation within any time limits required by this Contract. Following a
497 default by either SELLER or BUYER under this Contract, the other party will have the following remedies, subject
498 to the provisions of Earnest Money and Additional Deposits paragraph of this Contract.

500 **If SELLER defaults, BUYER may:**

- 501
- 502 a. Specifically enforce this Contract and recover damages suffered by BUYER as a result of the delay in the
503 acquisition of the Property.
 - 504 b. Terminate this Contract by written notice to SELLER and, at BUYER'S option, pursue any remedy and
505 damages available by law or in equity. If BUYER elects to terminate this Contract, the Earnest Money will
506 be returned to BUYER subject to the provisions of Earnest Money and Additional Deposits paragraph of
507 this Contract.
- 508
509

510 **If BUYER defaults, SELLER may:**

- 511
- 512 a. Specifically enforce this Contract and recover damages suffered by SELLER as a result of the delay in the
513 sale of the Property.
 - 514 b. Terminate this Contract by written notice to BUYER and, at SELLER'S option, either retain the Earnest
515 Money as liquidated damages as SELLER'S sole remedy (the parties recognizing that it would be
516 extremely difficult to ascertain the extent of actual damages caused by BUYER'S breach, and that the
517 Earnest Money represents as fair an approximation of such actual damages as the parties can now
518 determine) as provided in this Contract, or pursue any other remedy and damages available at law or in
519 equity.
- 520
521

522 In any legal action to enforce rights under this Contract, the prevailing party is entitled to reimbursement of all
523 reasonable attorney fees, court costs, and other related legal expenses incurred in connection with such legal
524 action.

525

526 **17. DISPUTE RESOLUTION.** If a dispute arises relating to this Contract prior to or after closing between BUYER
527 and SELLER, or between BUYER and/or SELLER and a Brokerage Firm and its licensees assisting in the
528 transaction, and the parties to such dispute or claim are unable to resolve the dispute, BUYER and SELLER agree
529 in good faith to attempt to settle such dispute through the dispute resolution process using a professional
530 mediator. The parties to the dispute must agree in writing before any settlement is binding. Any agreement signed

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531 by the parties pursuant to the dispute resolution conference shall be binding. For controversies and claims that do
532 not exceed the lesser of: (a) \$5,000.00 (five thousand dollars); or (b) the applicable jurisdictional limit of small
533 claims court, either party may bring such claims in small claims court in lieu of arbitration. The following matters
534 are excluded from dispute resolution: foreclosure or other action to enforce a deed of trust, mortgage, or land
535 contract; an unlawful detainer action; the filing or enforcement of a mechanic's lien; any matter, which is within the
536 jurisdiction of a probate court, or; a violation of a state's real estate license laws.
537

538 **ADDITIONAL DISCLOSURES INCLUDING THOSE MANDATED BY STATE OR FEDERAL LAW**

- 539
- 540 **18. CRIMINAL OFFENDERS.** In Missouri and Kansas, law requires persons who are convicted of certain crimes,
541 including certain sexually violent crimes, to register with the Sheriff of the county in which they reside. If you, as
542 the BUYER, desire information regarding those registrants, you may find information on the homepage of the
543 Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local Sheriff's office in
544 Kansas. In Missouri, you may find information on the homepage of the Missouri State Highway Patrol at
545 <http://www.mshp.dps.missouri.gov/> or BUYER should contact the Sheriff of the county in which the Property is
546 located.
- 547
- 548 **19. FRANCHISE DISCLOSURE.** Although one or more of the Brokers may be a member of a franchise, the
549 franchisor is not responsible for the acts of said Broker(s).

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550 **20. BROKERAGE RELATIONSHIP DISCLOSURE.**

551
552 SELLER and BUYER acknowledge the Real Estate Brokerage Relationship Brochure has been furnished to them
553 and the brokerage relationships were disclosed to them no later than the first showing, upon first contact, or
554 immediately upon the occurrence of any change to that relationship.

555
556 SELLER and BUYER acknowledge the real estate Licensee(s) involved in this transaction may be acting as
557 Agents of the SELLER, Agents of the BUYER, Transaction Broker(s) or Disclosed Dual Agents (Available only in
558 Missouri.).

559 Licensee acting in the capacity of:

- 560
561
562 a. Agent for the SELLER has a duty to represent the SELLER'S interest and will not be the Agent of the BUYER.
563 Information given by the BUYER to an Agent of the SELER will be disclosed to the SELLER.
564 b. Agent for the BUYER has a duty to represent the BUYER'S interest and will not be an Agent of the SELLER.
565 Information given by the SELLER to an Agent of the BUYER'S will be disclosed to the BUYER.
566 c. Transaction Broker is not an Agent for either party and does not advocate the interests of either party.
567 d. Disclosed Dual Agent (Available only in Missouri) is acting as an Agent for both the SELLER and the BUYER,
568 and a separate Disclosed Dual Agency Amendment is required.

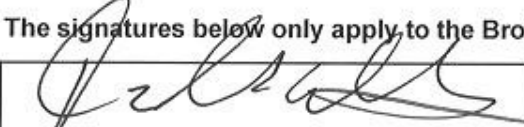
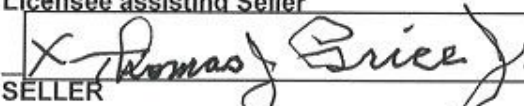
569
570 **Agent generating the Contract is responsible for checking appropriate boxes on**
571 **BOTH sides of Agency PRIOR TO THEIR CLIENT SIGNING.**

| | |
|---|--|
| <p>572 Licensee assisting Seller is a: (Check appropriate box(es))</p> <p>573</p> <p>574 <input type="checkbox"/> SELLER'S Agent</p> <p>575 <input checked="" type="checkbox"/> Designated SELLER'S Agent (In Kansas, 576 Supervising Broker acts as a Transaction Broker)</p> <p>577 <input type="checkbox"/> Transaction Broker and SELLER agrees, if applicable, 578 to sign a Transaction Broker Addendum. SELLER 579 is not being represented.</p> <p>580 <input type="checkbox"/> Disclosed Dual Agent and SELLER agrees to sign a 581 Disclosed Dual Agency Amendment. (Missouri only)</p> <p>582 <input type="checkbox"/> BUYER'S Agent</p> <p>583 <input type="checkbox"/> Designated BUYER'S Agent (In Kansas, 584 Supervising Broker acts as Transaction Broker)</p> <p>585 <input type="checkbox"/> Subagent</p> <p>586 <input type="checkbox"/> SELLER is not being represented.</p> | <p>572 Licensee assisting Buyer is a: (Check appropriate box(es))</p> <p>573</p> <p>574 <input type="checkbox"/> BUYER'S Agent</p> <p>575 <input checked="" type="checkbox"/> Designated BUYER'S Agent (In Kansas, 576 Supervising Broker acts as a Transaction Broker)</p> <p>577 <input type="checkbox"/> Transaction Broker and BUYER agrees, if applicable, 578 to sign a Transaction Broker Addendum. BUYER 579 is not being represented.</p> <p>580 <input type="checkbox"/> Disclosed Dual Agent and BUYER agrees to sign a 581 Disclosed Dual Agency Amendment. (Missouri Only)</p> <p>582 <input type="checkbox"/> SELLER'S Agent</p> <p>583 <input type="checkbox"/> Designated SELLER'S Agent (In Kansas, 584 Supervising Broker acts as a Transaction Broker)</p> <p>585 <input type="checkbox"/> Subagent of the SELLER</p> <p>586 <input type="checkbox"/> BUYER is not being represented.</p> |
|---|--|

587
588 **SOURCE OF COMPENSATION.** Brokerage fees, to include but not limited to broker commissions and other fees,
589 will be paid out of escrow at Closing as follows, unless otherwise described in the terms of the respective agency
590 agreements or other SELLER/BUYER agreements. **SELLER and BUYER understand and agree Brokers may be**
591 **compensated by more than one party in the transaction.** (Check all applicable boxes)

592
593 **Brokers are compensated by: SELLER and/or BUYER**

594
595 **The signatures below only apply to the Brokerage Relationship Disclosure.**

| | |
|--|--|
| <p>596  3-29-22</p> | <p>596 <i>Sarah Lofland</i> <small>datloop verified 03/27/22 4:25 PM CDT CCM6-PJWA-CHIX-2OV7</small></p> |
| <p>597 Licensee assisting Seller DATE</p> | <p>597 Licensee assisting Buyer DATE</p> |
| <p>598  3-29-22</p> | <p>598 <i>Malinee Konboon</i> <small>datloop verified 03/27/22 3:54 PM CDT SIVC-EBHM-EKQ-NIBT</small></p> |
| <p>599 SELLER DATE</p> | <p>599 BUYER DATE</p> |
| <p>600 601 602 603 604 605 SELLER DATE</p> | <p>600 601 602 603 604 605 <i>Betty Marilyn Gross</i> <small>datloop verified 03/27/22 4:05 PM CDT JSTP-FJ5-RZU6-KZOF</small> BUYER DATE</p> |

606 **TERMS AND CONDITIONS**

607
608 **21. EARNEST MONEY AND ADDITIONAL DEPOSITS.**

- 609
- 610 a. **Delivery.** SELLER may cancel Contract by written notice if Earnest Money and Additional Deposits are not
- 611 received by Listing Broker or Escrow Agent as specified in this Contract.
- 612
- 613 b. **Deposit.** Earnest Money and Additional Deposits will be deposited into an insured account by the specified
- 614 Listing Broker/Escrow Agent within five (5) business days (Kansas Property) or ten (10) banking days
- 615 (Missouri Property) of the Effective Date. All parties agree that Listing Broker/Escrow Agent will retain any
- 616 interest earned on escrowed funds.
- 617
- 618 c. **Cancellation of Contract.** If this Contract is terminated by the express provisions of this Contract or by either
- 619 party pursuant to a right expressly given in this Contract, the Earnest Money and Additional Deposits will be
- 620 returned to BUYER, and neither party will have any further rights or obligations under this Contract, except as
- 621 otherwise stated in this Contract.
- 622

623 Notwithstanding any other terms of this Contract providing for the forfeiture or refund of Earnest Money and
624 Additional Deposits, the parties understand neither the Listing Broker nor the Escrow Agent can distribute the
625 Earnest Money and Additional Deposits without the written consent of all parties to this Contract unless
626 permitted to do so by applicable state laws.

627
628 If BUYER and SELLER are unable to agree in writing upon the disposition of the Earnest Money and
629 Additional Deposits or any other funds, Listing Broker or Escrow Agent may commence an inter-pleader or
630 similar proceeding and BUYER and SELLER authorize Listing Broker or Escrow Agent to pay all funds to the
631 Clerk of the Court for disposition as the Court may direct.

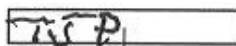
632
633 BUYER and SELLER agree Listing Broker or Escrow Agent will be entitled to reimbursement of its costs
634 incurred in connection with the inter-pleader or similar proceeding including without limitation, reasonable
635 attorney fees and expenses.

636
637 BUYER and SELLER agree, in the absence of a dispute or written consent to distribution, the failure by either
638 to respond in writing to a certified letter from Listing Broker or Escrow Agent within seven (7) calendar days (if
639 Kansas Property)/fifteen (15) calendar days (if Missouri Property) of receipt thereof or failure to make written
640 demand for return or forfeiture of the Earnest Money and Additional Deposits within thirty (30) calendar days
641 (if Kansas Property)/sixty (60) calendar days (if Missouri Property) of notice of cancellation of this Contract will
642 constitute consent to distribution of the Earnest Money and Additional Deposits as suggested in such certified
643 letter.


644
645 All parties acknowledge any Earnest Deposit funds that remain in the Listing Broker or Escrow Agent's
646 account for over one (1) year (if Missouri Property)/five (5) years (if Kansas Property) may be sent to the
647 respective states as requested or required by law.

648
649 **22. TAXES, PRORATIONS AND SPECIAL ASSESSMENTS.** All general/state/county/school and municipal real
650 estate taxes, homeowner's association dues and fees, special assessments, interest on existing Loans to be
651 assumed by BUYER, and any other contractual obligations of SELLER to be assumed by BUYER for years prior
652 to the current calendar year will be paid by SELLER.

- 653
- 654 a. Any of the preceding items which become due and accrue during the calendar year in which SELLER'S
- 655 warranty deed is delivered (including rents, if applicable) will be prorated between the parties as of the Closing
- 656 Date and, for all years thereafter, to the extent permitted by applicable law, will be assumed and paid by the
- 657 BUYER. BUYER acknowledges that the Property may be subject to a special assessment, fee, or located in
- 658 an improvement district. BUYER acknowledges this disclosure is required by Kansas law, and may be found
- 659 in the Seller's Disclosure and Condition of Property Addendum or a separate document, if applicable.

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660 b. If the actual amount of any item, other than taxes for the current year, cannot be ascertained from the public
661 record, the amount of the item for the preceding year will be used for the current year's amount. If the actual
662 amount of taxes for the current calendar year cannot be determined, it will be estimated by using the current
663 year's appraised value, if available from the county taxing authority,
664 and last year's mill levy. If appraised value is not available, the Contract Purchase Price will be used with last
665 year's mill levy. BUYER and SELLER agree to accept such prorations as final and release each other,
666 Broker(s), Agent(s), and Closing Agent(s) from any liability for any increase or decrease in actual taxes due.
667

668 In Missouri, reassessment takes place in odd-numbered years. Missouri transactions closing in odd-
669 numbered years are subject to the process in the preceding paragraph. Missouri transactions closing in
670 even-numbered years will be prorated based upon the preceding year's tax amount.
671

672 23. **EVIDENCE OF TITLE.** SELLER agrees to provide and pay for an owner's title insurance policy in the amount
673 of the Purchase Price insuring marketable fee simple title in BUYER, subject to the Permitted Exceptions and
674 with the exception of any liens, encumbrances or other matters affecting title to the Property created by BUYER
675 or arising by virtue of BUYER's activities or ownership.
676

677 Within a reasonable time after the Effective Date, but prior to the Closing Date (the "Commitment Delivery
678 Date"), SELLER agrees, at SELLER's expense, to deliver to BUYER a title insurance commitment from a
679 company authorized to insure titles in the state where the Property is located, setting forth its requirements to
680 issue an owner's title policy and mortgage policy, if applicable.
681

682 Unless there is a defect in title to the Property that is not corrected prior to the Closing Date, BUYER may not
683 object to untimely delivery of the title commitment. The title commitment will commit to insure marketable fee
684 simple title in the BUYER upon the recording of the deed or other document of conveyance. Title to the
685 Property will be subject to the conditions in this Contract and to customary covenants, declarations, restrictions,
686 zoning laws, easements, party wall agreements, special assessments, and community contracts of record as of
687 the date of recording the deed or other document of conveyance (the "Permitted Exceptions").
688

689 BUYER will have a reasonable time after receipt of the title commitment (the "Objection Period") to notify
690 SELLER in writing of any valid objections to title to the Property. SELLER will then make a good faith effort to
691 remedy the defects in title. If SELLER is not able to remedy the title defects before the Closing Date, BUYER
692 may elect to waive the objections, extend the Closing Date a reasonable time for the SELLER to remedy the
693 defects, or cancel this Contract by written notice.
694

695 If the time between the Effective Date and the Closing Date is short, both the Commitment Delivery Date and
696 the Objection Period will be as soon as reasonably possible, but no later than the Closing Date.
697

698 24. **EXPIRATION.** This offer will expire on 03/30/2022 (five (5) days if left blank), at 12
699 o'clock p.m. (5:00 p.m. if left blank) unless accepted or withdrawn before expiration.

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SELLER and BUYER acknowledge they have read this page

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700 CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING.
701 WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.
702 IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.
703

704 SELLER hereby authorizes Closing Agent to obtain payoff information from SELLER'S Lender(s).
705

706 BUYER and SELLER hereby specifically permit the Brokerage(s) assisting in the transaction to obtain and
707 retain copies of both BUYER'S and SELLER'S Closing Statements.
708

709 Signatures not required, see Counter Offer Addendum.

710 Thomas Price Jr 3-29-22
711 SELLER DATE
712

Malinee Konboon dotloop verified
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BUYER DATE

713
714 SELLER DATE

Betty Marilyn Gross dotloop verified
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SCJ-RQZ1-5GB8-X9CN
BUYER DATE

715
716
717 EXP Realty
718 BROKERAGE (Please Print)

Keller Williams Diamond Partners Realty Inc.
719 BROKERAGE (Please Print)

720 9393 W 110th st Unit 500 Overland park Ks. 66210
721 ADDRESS

13671 S Mur Len Rd. Olathe Ks. 66062
ADDRESS

722
723 Tanna Guthrie
724 Name of Licensee assisting Seller (Please Print)

Sarah Lafland
Name of Licensee assisting Buyer (Please Print)

725
726 913-568-4888 / 913-451-6767
727 Listing Licensee's Contact # Brokerage Contact #

816-352-0094 / 913-322-7500
728 Selling Licensee's Contact # Brokerage Contact #

729 tanna.guthrie@exprealty.com
730 Listing Licensee's Email Address

Sarahlafland@kw.com
731 Selling Licensee's Email Address

732
733 **FORM CERTIFICATION: (TO BE SIGNED BY LICENSEE PREPARING THIS FORM)**

734
735 The undersigned Licensee assisted in completing the blanks in the foregoing form and confirms, to the best of his/her
736 knowledge, that the printed form contains the language approved by Counsel for the Kansas City Regional
737 Association of REALTORS®. The undersigned Licensee further confirms no additions or deletions to the approved
738 language have been made, except such changes as may appear hereon made by hand or computer generation and
739 signed and/or initialed by the party submitting this offer. Licensee's signature below is not an opinion as to the legal
740 validity or meaning of any provisions contained in this form, but merely confirms, to the best of the Licensee's
741 knowledge, no changes have been made to the approved form.

742
743 By: Sarah Lafland dotloop verified
03/27/22 11:42 AM CDT
KO53-AR0M-FVXG-9W2M
744 Licensee Preparing Form

745
746
747 **CERTIFICATION OF REJECTION: (TO BE COMPLETED ONLY UPON SELLER'S REJECTION OF OFFER)**

748
749 Listing Licensee acknowledges receipt of this offer and has made a presentation to SELLER on
750 _____ for SELLER'S consideration.

751 DATE TIME

752
753 By: _____
754 Licensee assisting SELLER

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 10/21. All previous versions of this document may no longer be valid. Copyright January 2022.