

REAL ESTATE SALES AND PURCHASE AGREEMENT

This agreement and entered into this \_\_\_\_\_, day of \_\_\_\_\_, by and between.  
(H&W)

(hereinafter referred to as the buyers)  
and

(hereinafter referred to as the Sellers)

1<sup>st</sup>. Witnesseth: That for the consideration of the sum \$ \_\_\_\_\_ the seller has sold and agrees to convey as herein provided, the following described real estate, together with all improvements thereon, in the county of \_\_\_\_\_ and the State of Kansas, including address of said, \_\_\_\_\_ Ks.  
Exact legal to be taken from title insurance with reference taken from survey.

2<sup>nd</sup>. Payments are to be made in the following manner: \$ \_\_\_\_\_ at the signing of this agreement, the receipt of which is hereby acknowledged and is to be deposited with \_\_\_\_\_ as escrow agent, and the balance to be paid in the following manner property:

The seller agrees to execute a General Warranty Deed on the above-mentioned premises, free and clear of all encumbrances whatsoever, except easements, restrictions and right-of-way of record. Also, the buyer agrees to accept the above-described property in its present condition without warranty of the Seller or Listing or Seller Broker unless the same is expressly set forth in this agreement or is specifically implied by Kansas law. The Buyer is urged to carefully inspect the property and, if desired, to have the property inspected by a qualified inspector.

4<sup>th</sup>. If agreed to use title insurance, in lieu of abstract and attorney's opinion, cost of title insurance and closing agent fees are to be paid by buyers. The cost of the lender's title policy shall be at the cost of the buyers.

5<sup>th</sup>. Seller agrees to maintain Fire and E. C. insurance in the amount of not less than the selling price until after transfer of title, with Seller and Buyer agreeing that monies paid for losses covered by said insurance shall be paid to Seller and Buyer as their interest may appear.

5<sup>th</sup>. The seller agrees to pay the taxes and special assessments due and payable for the year of \_\_\_\_\_ +and all prior years. Taxes for the current year, are to be prorated to closing day based on the last tax year available.

7<sup>th</sup>. Seller and Buyer agree that time is of the essence in this agreement, and that possession of the unoccupied premises shall be delivered to Buyer or agent of the buyer on or before \_\_\_\_\_ and that the entire transaction shall be closed on or before \_\_\_\_\_

AGREEMENT IS CONTINUED ON PAGE 2

Buyers Int. \_\_\_\_\_

Sellers int. \_\_\_\_\_

Buyers Int. \_\_\_\_\_

Sellers Int. \_\_\_\_\_

8<sup>d</sup>. This agreement and deed shall be promptly executed and placed in escrow with, \_\_\_\_\_ for credit to the Buyer upon full performance of the terms hereof, or for redelivery to the Seller in event of default of the Buyer.

9<sup>d</sup>. Seller and Buyer further agrees: Notwithstanding any other terms of this contract providing for forfeiture of the earnest money deposit, 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 of this agreement. Buyer and Seller agree that failure of either party to respond in writing to a certified letter from the broker within seven days of receipt thereof or failure to make written demand for return or forfeiture of an earnest money deposit within 30 days from notice of cancellation of this agreement shall constitute a consent to distribution of the earnest money as suggested in and such certified letter or as demanded by either party hereto.

10<sup>d</sup> Buyer acknowledges receiving a copy of the government pamphlet entitled *Protect your Family from Lead in your Home*. A copy of the seller's disclosure form concerning lead-based paint will be provided as an attachment to this agreement before closing. This concerns any house built before 1978.

11<sup>th</sup>- 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 a buyer, desire information regarding those registrants, you may find information on the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office.

12<sup>d</sup>. Every buyer of residential real property is notified that the present exposure to dangerous concentrations of indoor radon gas 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 to disclose information known to 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 the 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 <http://www.kansasradonprogram.org>

13<sup>d</sup>, Tennite inspection: The following to be completed with (x) to indicate intentions of the buyer and seller:

The ( ) Buyer ( ) Seller shall be responsible for the cost of a Tennite inspection should one be required.

The ( ) Buyer ( ) Seller shall be responsible for the cost of treatment by a certified inspector should treatment be required.

Agreement is continued on Page 3

Buyers Int. \_\_\_

Sellers Int. ....

Buyers Int. \_\_\_

Sellers Int. ....

14<sup>th</sup>. PROPERTY INSPECTION: Buyers reserve the right to complete a homeowner and/or a septic inspection within ten (10) working days of signed agreement. Buyers will assume the cost of said inspections. Buyers shall have the right to renegotiate or cancel this contract with return of earnest money within 5 days of completion of inspection period if damages are discovered that cannot be negotiated. The buyer is advised to have any inspections deemed or required by any lender to be completed within the ten-day inspection period and make requirements if required.

15th.

16th.

17th.

18th.

19<sup>th</sup>. This agreement shall extend to and be binding upon the parties hereto, their heirs, executors, administrators and assigns,

IN WITNESS WHEREOF, SAID PARTIES HEREUNTO  
SUBSCRIBE THEIR NAMES:

BUYER \_\_\_\_\_ BUYER \_\_\_\_\_  
DATE \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ SELLER \_\_\_\_\_  
DATE \_\_\_\_\_ DATE \_\_\_\_\_

Listing Brokerage; \_\_\_\_\_ License No \_\_\_\_\_

Listing Agent \_\_\_\_\_ License No \_\_\_\_\_

Selling Brokerage; \_\_\_\_\_ License No. \_\_\_\_\_

Selling Agent \_\_\_\_\_ License No. \_\_\_\_\_