



**COFFELT**  
Land Title Inc

"The Home of Good Deeds"

**1201 NW Briarcliff Parkway, 2<sup>nd</sup> Floor, Kansas City MO  
64116**

Phone: 877.831.4152 Fax: 816-380-3448  
Coffeltlandtitle.com

Thank you for entrusting COFFELT LAND TITLE, INC. with your sales transaction. It is our goal to give excellent service in a timely fashion. Below you will find information for your closing office. Please feel free to contact us with your questions, concerns and updates. Once again, we appreciate your business and hope we meet all your expectations now and in the future.

**Lynne Ward**

Escrow Closer

Lward@coffeltlandtitle.com

Direct Line 816-581-2208

Fax: 913-800-5032

MO License # 367899 KS License # 5065683

Coffelt License # (MO) 0000950 – (KS) 431313066-0

**Please bring a copy of the following documents with you to our office and  
keep a copy for yourself.**

**REAL ESTATE CONTRACT**

THIS REAL ESTATE CONTRACT (this "Contract") is made by and between (PRINT NAMES AND INDICATE MARITAL STATUS):

\_\_\_\_\_ "Seller"

\_\_\_\_\_ "Buyer"

The "Effective Date" shall be the date of final acceptance by the last party to sign this Contract and/or any addendum attached hereto, if any.

1. PROPERTY: Buyer agrees to purchase, and Seller agrees to sell the real property and the improvements thereon (the "Property") commonly known as:

Street Address \_\_\_\_\_

City \_\_\_\_\_

Zip \_\_\_\_\_

County \_\_\_\_\_

STATE: (check one)  Missouri  Kansas

LEGAL DESCRIPTION \_\_\_\_\_

The Property shall include the following, if any, unless otherwise excluded:

- Attic and ceiling fans
- Bathroom mirrors
- Central air conditioning
- Central vacuum & attachments
- Fences (incl. invisible and controls)
- Fire, smoke & burglary detection units (if owned)
- Fireplace screens and/or glass (if attached)
- Floor coverings (if attached)
- Garage door openers & remote transmitting units
- Humidifiers (if attached)
- Keys to all doors
- Kitchen appliances (built in)
- Lighting & light fixtures
- Mirrors (if attached)
- Outside cooking units (if attached)
- Propane tanks including propane (if owned)
- Shelving (if attached)
- Soft water conditioner (if owned)



- Gas heaters
- Gas logs, & fireplace grates
- Heating & plumbing equipment & fixtures
- Sprinkler system & controls
- Storm windows, doors & screens
- TV antennas (if attached, excluding satellite dishes)
- Window coverings (interior and exterior)

a. Additional Inclusions. The following items are also included as a part of the Property: \_\_\_\_\_

b. Exclusions. The following items shall not be considered a part of the Property: \_\_\_\_\_

c. Additional Terms and Conditions: \_\_\_\_\_

2. PURCHASE PRICE: The purchase price for the Property (the "Purchase Price") is \$ \_\_\_\_\_, which Buyer shall pay as follows:

a. Earnest money (the "Earnest Money") in the form of: (check one)  
 \_\_\_\_\_ Cashier's Check \_\_\_\_\_ Personal Check in the amount of \$ \_\_\_\_\_.

To be deposited with: (check one) \_\_\_\_\_ Coffelt Land Title, Inc. (the "Title Company") or \_\_\_\_\_ Seller (Buyer acknowledges that funds payable to and held by Seller will not be held subject to the terms of Earnest Money or Additional Deposits Paragraph.)

b. Additional Earnest Money on or before \_\_\_\_\_, 20\_\_\_\_ in the amount of \$ \_\_\_\_\_.

To be deposited with: (check one) \_\_\_\_\_ the Title Company or \_\_\_\_\_ Seller (Buyer acknowledges that funds payable to and held by Seller will not be held subject to the terms of Earnest Money or Additional Deposits Paragraph.)

c. Amount financed by Buyer (SEE ATTACHED FINANCING ADDENDUM, if applicable) (not including financed mortgage insurance premiums, V.A. Funding Fee or other closing costs, if any) \$ \_\_\_\_\_.



d. Balance of purchase price to be paid in CERTIFIED FUNDS in the amount of \$ \_\_\_\_\_ (purchase price less A, B, & C) on or before the Closing Date.

3. \_\_\_\_\_ CLOSING AND POSSESSION: The closing of this transaction (the "Closing") shall be completed no later than \_\_\_\_\_, 20\_\_ (the "Closing Date"). Seller shall deliver possession of the Property to Buyer on \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ M. (the "Possession Date").

4. \_\_\_\_\_ Escrowed Funds: All parties understand and agree that any escrow funds being held by Escrow Agent will be retained in an interest-bearing account with any interest earned being retained by the Escrow Agent.

5. \_\_\_\_\_ Seller and Buyer acknowledge all funds required for closing must be in the form of a cashier's check, wire transfer or other certified funds.

6. \_\_\_\_\_ CONDITION OF PROPERTY: THIS CONTRACT SHALL NOT TAKE EFFECT UNTIL SELLER COMPLETES AND BUYER SIGNS A SELLER'S DISCLOSURE-STATEMENT OF CONDITION FOR THE PROPERTY. Seller shall maintain the Property in its present condition through the Possession Date. Seller shall advise Buyer of any substantial change in the condition of the Property occurring prior to the Closing Date as soon as is reasonably practicable after the occurrence of the event causing such substantial change. Unless otherwise agreed in writing, Seller shall remove all possessions, trash and debris from the Property upon vacating the Property or prior to delivery of possession to Buyer.

7. \_\_\_\_\_ BUYER'S WARRANTY PLAN: (Check if applicable) \_\_\_\_\_ Seller or \_\_\_\_\_ Buyer, at a cost not to exceed \$ \_\_\_\_\_, shall purchase a homebuyer's warranty plan from \_\_\_\_\_, the price of which shall be paid at the Closing. The plan shall be a limited-service contract covering repair or replacement of the working components of the Property for a period of 1 year beginning on the Closing Date, subject to a per claim deductible of \$ \_\_\_\_\_.

8. \_\_\_\_\_ APPRAISED VALUE CONTINGENCY: Notwithstanding any other terms of this Contract, Buyer may, within \_\_\_\_\_ calendar days from the Effective Date (within the Inspection Period (as defined below) if left blank), obtain, at Buyer's sole cost and expense, an appraisal of the Property by an independent licensed appraiser. If financing is being obtained, the appraisal must be completed before the expiration of the Loan Approval Period (as defined below).

If the final appraised value of the Property, as determined by the appraiser selected by Buyer or Buyer's lender, as applicable, is not equal to or greater than the Purchase Price, Buyer may notify Seller of the same in writing, attaching a copy of the appraisal, in which event Seller may seek a reconsideration of value by the appraiser selected by Buyer or Buyer's lender, to be



completed within \_\_\_\_ calendar days (7 if left blank) of delivery of Buyer's notice. If the result of such reconsideration is a value equal to or greater than the Purchase Price, the transaction will move forward to Closing. If the result of such reconsideration is value less than the Purchase Price, Buyer and Seller will have \_\_\_\_ calendar days (5 if left blank) to renegotiate an acceptable Purchase Price. If Buyer and Seller fail to agree to an acceptable Purchase Price within the time period stated above, either party may cancel the Contract by written notice to the other, in which event Buyer's Earnest Money will be subject to the provisions of the Earnest Money and Additional Deposits paragraph of this Contract.

9. FINANCIAL TERMS:

\_\_\_\_ THIS IS A CASH SALE. Buyer must provide written verification from a depository stating that Buyer has sufficient funds on deposit to complete the Closing within \_\_\_\_ calendar days (5 days if left blank) of signing this Contract.

\_\_\_\_ THIS IS A FINANCED SALE. This Contract is contingent upon Buyer obtaining the financing described in this paragraph (the "Loan(s)").

Buyer may obtain Loan(s) different from those described herein provided that the terms of the Loan(s) do not result in additional costs to Seller, delay the Closing Date, or change the Loan(s) approval time frame. These changes must be agreed in writing, by both parties, within 3 days of Buyer's knowledge of such changes and no later than \_\_\_\_ business days before the Closing (15 days if left blank).

Buyer and Seller hereby acknowledge that any changes to the terms specified below that are made after the Effective Date of the Contract have the potential to delay the Closing and/or change the costs of Closing due to federal regulations.

- a. TYPE OF FINANCING. Loan(s) will be \_\_\_\_owner-occupied Loan(s) or \_\_\_\_ investment Loan(s)
- b. LOAN TYPES/TERMS. Buyer will obtain a Loan(s) upon the following terms.

Type:  
\_\_\_\_ Conventional \_\_\_\_ FHA \_\_\_\_ DVA \_\_\_\_ Other \_\_\_\_ Not Applicable

Interest Rate:  
\_\_\_\_ Fixed \_\_\_\_ Adjustable Rate \_\_\_\_ Interest Only \_\_\_\_ Other

Amortization Period: \_\_\_\_ years



Principal Amount or LTV: \_\_\_\_\_

All Loan amounts will include financed mortgage insurance premiums of DVA funding fee, if any, according to the provisions described herein. The Loan(s) will be secured by a mortgage/deed of trust on the Property or as otherwise required by Lender(s) (as defined below), and repayable in monthly installments.

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

i. Primary Loan: \_\_\_\_\_ interest rate not exceeding \_\_\_\_\_% per annum or \_\_\_\_\_ the prevailing rate at closing.

ii. 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.

d. LOAN APPLICATION(S).

\_\_\_\_\_ 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 receipt by the Lender(s) of a satisfactory appraisal of the Property and any other conditions set forth in the attached Lender(s) letter(s). The pre-approval must indicate that Buyer’s credit is acceptable to Lender(s) and indicated whether or not the pre-approval is subject to the sale and Closing of Buyer’s current property.

\_\_\_\_\_ BUYER IS NOT PRE-APPROVED. Within \_\_\_\_\_ calendar days (5 days if left blank) after the Effective Date of this Contract, Buyer will complete a written application to obtain a Loan. Buyer shall authorize Lender(s) to perform services (credit report, appraisal, etc.), promptly pay the fees required by Lender(s), and promptly provide Lender(s) with all information requested. Seller is aware that pre-approval is not a guarantee that Buyer will receive Lender(s) Loan approval(s).



- e. LOAN APPROVAL(S). Buyer shall make a good faith effort to obtain a commitment for the Loan(s) within \_\_\_\_\_ calendar days (45 days if left blank) after the Effective Date of this Contract or within \_\_\_\_\_ (5 days if left blank) prior to the Closing Date, whichever is earlier (the “Loan Approval Period”).
- f. FAILURE TO OBTAIN FINANCING. If Buyer is unable to obtain a commitment for the Loan(s) within the Loan Approval Period, either Buyer or Seller may cancel this Contract upon written notice to the other party. If Buyer is unable to obtain the Loan(s), Buyer must provide written evidence of rejection from Lender(s) within 5 days of Buyer’s receipt of such written evidence. In either case, Buyer’s Earnest Money shall be subject to the provisions of the Earnest Money and Additional Deposits paragraph of this Contract.

10. INSPECTIONS: Buyer may, at Buyer’s expense, have the property inspected, which inspection may include, without limitation, inspections of the appliances, plumbing (including septic system), electrical, heating system, central air conditioning, fireplace, chimney, foundation, roof, siding, windows or door, ceiling, floors, insulation, drainage, interior and exterior components, any walls, decks, driveways, patios, sidewalks, fences, slabs, health and/or environmental concerns (including lead-based paint) and wood-destroying insect or other pest infestation and/or damage, as provided below:

PROPERTY INSURABILITY. It is recommended that homeowner’s insurance availability be ascertained during the Inspection Period.

FACTORS AFFECTING INSPECTIONS. Buyer acknowledges any inspections performed may not identify deficiencies in inaccessible areas of the Property and may be limited by weather conditions at the time of the Inspection. It is recommended that Buyer check with Lender(s) and/or local government authority regarding septic inspection.

QUALITY OF REPAIRS. Seller shall complete any corrective measures to performed by Seller pursuant to the following provisions in a workmanlike manner with good-quality materials.

- a. WHEN DO BUYER’S INSPECTIONS NEED TO BE COMPLETED? Buyer must complete ALL inspections within \_\_\_\_\_ days (10 days if left blank) (the “Inspection Period”) after the Effective Date of this Contract.
- b. WHAT IF BUYER DOES NOT CONDUCT INSPECTIONS? If Buyer does not conduct any inspections Buyer shall have waived any right to cancel or renegotiate this Contract pursuant to these inspection provisions.



- c. WHAT IF BUYER DOES NOT GIVE TIMELY NOTICE OF UNACCEPTABLE CONDITIONS? If Buyer conducts inspections but fails to notify Seller of the existence of any Unacceptable Conditions prior to the expiration of the Inspection Period, Buyer shall have waived any right to cancel or renegotiate this Contract pursuant to these inspection provisions with respect to any such unidentified Unacceptable Conditions.
- d. WHAT IS AN UNACCEPTABLE CONDITION? An “Unacceptable Condition” is any condition identified in an inspection conducted by an independent qualified inspector of Buyer’s choice that is unacceptable to Buyer and that is not otherwise excluded by the provisions of this Contract.
- e. WHAT IS NOT AN UNACCEPTABLE CONDITION? The following items shall not be considered Unacceptable Conditions and cannot be used by Buyer as a reason to cancel or renegotiate this Contract: \_\_\_\_\_  
\_\_\_\_\_.
- f. WHAT IF BUYER’S INSPECTIONS REVEAL UNACCEPTABLE CONDITIONS? If Buyer’s inspections reveal one or more Unacceptable Conditions Buyer may take any one of the following described actions WITHIN THE INSPECTION PERIOD:
- i. ACCEPT THE PROPERTY “AS IS,” in which case Buyer will have waived any right to cancel or renegotiate this Contract due to the Unacceptable Conditions.
  - ii. CANCEL THIS CONTRACT by notifying Seller in writing of Buyer’s election to cancel.
  - iii. OFFER TO RENEGOTIATE the price and/or other terms of this Contract with Seller by notifying Seller in writing within the Inspection Period, which writing shall identify the Unacceptable Conditions. Seller is not obligated to renegotiate.

BUYER’S NOTICE OF CANCELLATION OR OFFER TO RENEGOTIATE MUST BE ACCOMPANIED BY THE WRITTEN REPORT(S) OF THE INDEPENDENT QUALIFIED INSPECTOR(S) WHO CONDUCT THE INSPECTION(S).

- g. WHAT IF RENEGOTIATIONS ARE NOT SUCCESSFUL? If, within \_\_\_\_\_ days (5 days if left blank) after Seller’s receipt of Buyer’s offer to renegotiate, Buyer and





Seller have not executed a written agreement satisfactorily resolving the Unacceptable Conditions, OR Buyer has not elected to accept the Property “as is” by written notice to Seller, then either party may cancel this Contract by written notice to the other.

- h. WOOD-DESTROYING INSECTS. Seller shall pay to have the Property treated for control of infestation by wood-destroying insects if a written inspection report of a reputable licensed pest control firm reveals evidence of active infestation, or evidence of past untreated infestation of the Property. If treatment is required, Seller shall provide Buyer with a certificate evidencing treatment performed by a reputable licensed pest control firm of Seller’s choice, which certificate Buyer agrees to accept. Treatment shall be completed no earlier than ninety (90) calendar days prior to the Closing Date. If the Closing occurs more than ninety (90) days after the effective date of the pest inspection and Buyer’s lender requires a more current inspection and/or certification, Buyer shall pay for such updated inspection and/or certification.
- i. ACCESS TO PROPERTY; RE-INSPECTIONS, DAMAGES AND REPAIRS. Seller shall provide Buyer with reasonable access to the Property to conduct any inspections, re-inspections, inspection of any corrective measures completed by Seller and/or final walk-through prior to the Closing. Buyer shall be responsible and pay for any damage to the Property resulting from such inspection(s).

11. UTILITIES/MAINTENANCE/CASUALTY LOSS: SELLER SHALL LEAVE ALL UTILITIES ON UNTIL THE DATE OF POSSESSION UNLESS OTHERWISE AGREED. Seller shall perform ordinary and necessary maintenance, upkeep and repair to the Property and to keep the improvements on the Property fully insured until the Closing. If, before the Closing, any improvements on the Property are damaged or destroyed by fire or other causes, including those that could be covered by fire and extended coverage insurance, the parties agree that the risk of that danger or destruction shall be borne as follows:

- a. If the damage is minor, Seller may repair or replace the Property if the work can be completed before the Closing Date.
- b. If Seller elects not to repair or replace the Property, or if the damage is substantial, Seller shall notify Buyer in writing, in which event Buyer may cancel this Contract by delivering written notice to Seller within 10 days after receiving notice of the damage or destruction of the Property.
- c. If Buyer elects not to cancel this Contract, the Purchase Price shall not be reduced, and the Property shall be conveyed in its existing condition as of the Closing Date;



provided; however, Seller shall credit Buyer with the insurance deductible and assign Seller's fire and extended coverage proceeds to Buyer at the Closing.

12. RADON, MICROBIALS AND OTHER ENVIRONMENTAL POLLUTANTS:

- a. RADON. Buyer is hereby notified that the Property may present exposure to dangerous concentrations of indoor radon gas that may place occupants of the Property 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 of lung cancer overall. For additional information, please go to <http://www.kansasradonprogram.org> or <http://www.epa.gov/radon>.
- b. MICROBIALS AND OTHER ENVIRONMENTAL POLLUTANTS. Buyer hereby acknowledges that mold, fungi, bacteria and other microbes commonly exist in homes and will exist in the Property as a result of rain, humidity, other moisture located in the Property and on materials during the normal construction process, and as a result of the use of wood and other materials that commonly contain mold, fungi, bacteria and other microbes at the time of delivery to the job site. Buyer has the opportunity to become informed about microbes and other environmental pollutants, and the potential health risks of microbes and other environmental pollutants.
- c. Neither Seller nor Buyer claims or possesses any special expertise in the measurement or reduction of radon, microbes or other environmental pollutants, nor has Seller provided any advice to Buyer as to acceptable levels or possible health hazards of radon, microbes or other environmental pollutants. Seller makes no assurances that any existing systems, devices or methods incorporated into the Property, if any, for the purpose of reducing radon, microbes or other environmental pollutant levels will be effective and Seller has no responsibility for the operation, maintenance or effectiveness of such systems, devices and methods.

13. EARNEST MONIES AND ADDITIONAL DEPOSITS: Unless otherwise agreed, any Earnest Money, additional deposits referenced in Section 2(a) or additional funds deposited by any of Seller, Buyer or Lender(s) shall be deposited in an insured escrow account maintained by the Title Company. Buyer and Seller agree that the Title Company may retain any interest earned on any funds deposited in said account. If the Earnest Money is to be forfeited or refunded for any reason, Buyer and Seller agree that the amount to be distributed shall first be reduced by any unpaid charges for credit reports, appraisals, surveys, title investigation fees, and termite, mechanical or other inspections, if any, incurred by the Title Company on behalf of the party receiving the funds.

If this Contract is terminated by the express provisions of this Contract or by either party pursuant to a right expressly given in this Contract, the Earnest Money deposit shall be returned to Buyer, and neither party shall have any further rights or obligations under this Contract, except



as otherwise stated in this Contract. Notwithstanding any other terms of this Contract providing for the forfeiture or refund of Earnest Money, the parties understand that the Title Company may not distribute the Earnest Money without the written consent of all parties to this Contract unless permitted to do so by applicable state laws. If Buyer and Seller are unable to agree in writing upon the disposition of the Earnest Money or any other funds, the Title Company may, but shall not be obligated to, commence an interpleader or similar proceeding and Buyer and Seller authorize the Title Company to pay all funds to the Clerk of the Court for disposition as the Court may direct. Buyer and Seller agree that the Title Company shall be entitled to reimbursement of its costs incurred in connection with any interpleader or similar proceeding including, without limitation, reasonable attorneys' fees and expenses. Such costs shall be borne equally by Buyer and Seller unless they agree or the Court directs otherwise.

Buyer and Seller agree that in the absence of a dispute or written consent to distribution, the failure by either to respond in writing to a certified letter from the Title Company within 15 days of receipt thereof or failure to make written demand for return or forfeiture of the Earnest Money within 60 days of notice of cancellation of this Contract shall constitute consent to distribution of the Earnest Money as suggested in such certified letter.

12. SURVEY: Buyer may, at Buyer's expense, obtain a "staked" survey of the Property before the Closing Date to ensure that there are no defects, encroachments, overlaps, boundary line or acreage disputes, or other such matters that would be disclosed by a survey. Buyer acknowledges that a mortgage inspection report or "loan survey" normally required by a lending institution is not a "staked" survey. A title insurance company typically requires a "staked" survey in order to provide survey coverage to a buyer. Prior to the Closing Date, Buyer shall notify Seller of any defects disclosed by the survey (including, without limitation, encroachments of any improvement upon, from, or onto the Property or any building setback line, property line, or easement), and each such defect shall be deemed to be a title defect. Seller shall remedy such defects as are susceptible of being remedied prior to the Closing Date. If Seller does not so remedy such defects, Buyer shall have the option of (a) proceeding to Closing and accepting the title Seller is able to convey without adjustment in the Purchase Price, or (b) canceling this Contract.

13. EVIDENCE OF TITLE: Within a reasonable time after the Effective Date, but prior to the Closing Date (the "Commitment Delivery Date"), Seller shall, at Seller's sole expense, deliver to Buyer a title insurance commitment pursuant to which the Title Company shall agree to issue to Buyer, at Seller's sole expense, an owner's policy of title insurance in the amount of the Purchase Price, insuring marketable fee simple title to the Property in Buyer upon recording of the Deed; provided, however, title to the Property shall be subject to the conditions in this Contract, to customary covenants, declarations, restrictions, zoning laws, easements, party wall agreements, special assessments, and community contracts or record as of the effective date of the title commitment (the "Permitted Exceptions"), as well as any liens, encumbrances or

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other matters affecting title to the Property created by Buyer or arising by virtue of Buyer's activities or ownership. Unless there is a defect in title to the Property that is not corrected prior to the Closing Date, Buyer may not object to untimely delivery of the title commitment.

The policy shall also insure Buyer as of the date of recording of the Deed, against any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public records. Seller agrees to comply with the requirements of the Title Company for issuance of this coverage. Any mechanic's lien or notice of intent filed during construction and prior to closing will not be deemed a defect in title unless the title insurance company will not insure against loss therefrom. The following notice is provided for property located in Missouri only:

If the Property has not been occupied by Seller and has had recent construction work performed, the Seller may be required to post and record a "notice of intended sale," as stated in Chapter 429 Missouri Revised Statutes, in order for Buyer to obtain Mechanic's Lien Coverage. All parties are advised to consult with the title company regarding these requirements.

Buyer shall have a reasonable time after receipt of the title commitment (the "Objection Period") to notify Seller in writing of any valid objections to title to the Property (the "Defects"). Seller shall then make a good faith effort to remedy the Defects. If Seller does not remedy the Defects before the Closing Date, Buyer may elect to (a) waive the Defects, (b) extend the Closing Date a reasonable time to allow Seller to remedy the Defects or (c) cancel this Contract, in which event the Earnest Money will be returned to Buyer. Notwithstanding anything herein to the contrary, if the time between the Effective Date and the Closing Date is too short to permit compliance with the time frames described in this paragraph, both the Commitment Delivery Date and the Objection Period shall mean as soon as reasonably possible but not later than the Closing Date.

14. **TAXES AND PRORATIONS:** All general, state, county, school and municipal real estate taxes, homes association dues and fees, special assessments, interest on existing loans to be assumed by Buyer, and any other contractual obligations of Seller to be assumed by Buyer for years prior to the calendar year in which the Closing occurs shall be paid by Seller.

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



- b. If the actual amount of any item, other than taxes for the current year, cannot be ascertained from the public record, the amount of the item for the preceding year will be used for the current year's amount. If the actual amount of taxes for the current calendar year cannot be determined, it will be estimated by using the current year's appraised value, if available from the county taxing authority, and last year's mill levy. If appraised value is not available, the Contract Purchase Price will be used with last year's mill levy. Buyer and Seller agree to accept such proration's as final and release each other, Broker(s), Agent(s) and Closing Agent(s) from any liability for any increase or decrease in actual taxes due.
- c. In Missouri, reassessment takes place in odd-numbered years. Missouri transactions closing in odd-numbered years are subject to the process in Section 14 b. Missouri transactions closing in even-numbered years will be prorated based upon the preceding year's tax amount.

15. **DELIVERY OF DEED/DISTRIBUTION OF PROCEEDS:** On or before the Closing Date, Seller shall execute and deliver to the Title Company, a general warranty deed (or a special warranty deed or fiduciary deed if Seller is a corporation, financial institution or fiduciary) (the "Deed") and all other documents and funds reasonably necessary to complete the Closing. On or before the Closing Date, Seller and Buyer shall each deliver to the Title Company a CASHIER'S CHECK, WIRE OR OTHER CERTIFIED FUNDS sufficient to satisfy its respective obligations under this Contract. Seller acknowledges that disbursement of proceeds may not be made until after the Deed and, if applicable, mortgage or deed of trust have been recorded.

16. **PARTIES:** This is a Contract between Seller and Buyer. If either Seller or Buyer constitutes two or more persons, the term "Seller" or "Buyer" shall be construed to read "Sellers" or "Buyers" whenever the sense of the Contract requires. Unless identified as Seller or Buyer, the Title Company and any other closing agent or Title Company and their employees involved in this transaction are acting as agents only and are not parties to this Contract.

17. **NOTICES:** Any notice or other communication required or permitted hereunder may be delivered in person or by facsimile or electronic mail to the address set forth in this Contract or such other address or number as shall be furnished in writing by any party. Such notice or communication shall be deemed to have been given as of the date so delivered in person, or received by facsimile or electronic mail. 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.



18. AGENCY: Buyer and Seller represent to each other that they have not been represented in this transaction by an agent or other real estate licensee to whom a real estate commission might be owed. Any party to this Contract through whom a claim to any broker's, finder's or other fee is made, contrary to the representations made above in this paragraph, shall indemnify, defend and hold harmless the other party to this Contract from any loss, liability, damage, attorney's fees, court costs and other legal expenses paid or incurred by the other party, that is in any way related to such a claim. The provisions of this paragraph shall survive Closing or termination of this Contract.

19. DEFAULTS AND REMEDIES: 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 limits required by this Contract. Following a default by either Seller or Buyer under this Contract, the other party shall have the following remedies:

- a. If Seller defaults, Buyer may either (1) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; or (2) terminate this Contract by written notice to Seller and, at Buyer's option, pursue any remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money shall be returned to Buyer.
- b. If Buyer defaults, Seller may either (1) specifically enforce this Contract and recover damages suffered by Seller as a result of the delay in the sale of the Property; or (2) terminate this Contract by written notice to Buyer and, at Seller's option, either retain the Earnest Money as liquidated damages as Seller's sole remedy (the parties recognize that it would be extremely difficult to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money represents as fair an approximation of such actual damages as the parties can now determine), or pursue any other remedy and damages available at law or in equity.
- c. If, as a result of a default under this Contract, either party employs an attorney to enforce its rights, the defaulting party shall, unless prohibited by law, reimburse the non-defaulting party for all reasonable attorneys' fees, court costs and other legal expenses incurred by the non-defaulting party in connection with the default.

20. TIME IS OF THE ESSENCE WITH RESPECT TO THIS CONTRACT AND EVERY PROVISION THEREOF.



21. ADDENDA/CONTINGENCIES: The following Addenda (riders, supplements, etc.) are attached hereto and are a part of this Contract (check applicable paragraphs):

€ Financing Addendum	€ Contingency for Sale of Buyer's Property
€ Assumption/Equity Purchase Addendum	€ Other
€ Owner Finance Addendum	€ Other

22. ADDITIONAL TERMS AND CONDITIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

23. EXPIRATION: This offer shall expire on \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ o'clock \_\_m. (5:00 p.m. if left blank) unless accepted by Seller or withdrawn by Buyer before that time.

24. ENTIRE AGREEMENT AND MANNER OF MODIFICATIONS: This Contract and all attachments hereto, including, if applicable, Financing Addendum, Counter-Offer Addenda, Legal Description/Franchise Disclosure addendum, Statement of Condition addendum and Amendments constitute the complete agreement of the parties concerning the Property, supersede all previous agreements, and may be modified only by a written agreement signed by all parties.

[Remainder of page intentionally blank]



WHEN SIGNED BY ALL PARTIES, THIS IS A LEGALLY BINDING CONTRACT.

IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

\_\_\_\_\_  
SELLER                      DATE                      S.S.

\_\_\_\_\_  
BUYER                      DATE                      S.S.

\_\_\_\_\_  
SELLER                      DATE                      S.S.

\_\_\_\_\_  
BUYER                      DATE                      S.S.

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

\*Closing Agent is required by IRS Regulations to report this information.

DATE OF FINAL ACCEPTANCE, THE "EFFECTIVE DATE" IS \_\_\_\_\_



**COFFELT**  
Land Title Inc

"The Home of Good Deeds"



AMENDMENT TO THE REAL ESTATE CONTRACT

This Amendment form is for use in changing the terms of an existing contract. It is not intended for use as part of an offer or counteroffer during negotiations.

SELLER: \_\_\_\_\_

BUYER: \_\_\_\_\_

PROPERTY: \_\_\_\_\_

CONTRACT EFFECTIVE DATE: \_\_\_\_\_

This amendment modifies the terms of the above referenced contract. Except for the changes noted below, all of the other provisions of the contract shall remain in full effect.

1. Base Contract – Paragraph # \_\_\_\_\_ or Addendum – Paragraph # \_\_\_\_\_ is changed as follows: \_\_\_\_\_

\_\_\_\_\_

2. Base Contract – Paragraph # \_\_\_\_\_ or Addendum – Paragraph # \_\_\_\_\_ is changed as follows: \_\_\_\_\_

\_\_\_\_\_

3. Base Contract – Paragraph # \_\_\_\_\_ or Addendum – Paragraph # \_\_\_\_\_ is changed as follows: \_\_\_\_\_

\_\_\_\_\_

4. Base Contract – Paragraph # \_\_\_\_\_ or Addendum – Paragraph # \_\_\_\_\_ is changed as follows: \_\_\_\_\_

\_\_\_\_\_

5. Base Contract – Paragraph # \_\_\_\_\_ or Addendum – Paragraph # \_\_\_\_\_ is changed as follows: \_\_\_\_\_

\_\_\_\_\_

6. Additional Terms: \_\_\_\_\_

\_\_\_\_\_





SELLER INFORMATION SHEET

The completion of this document will aid Coffelt Land Title, Inc. in handling your transaction accurately and expeditiously.

SELLER INFORMATION

Full Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Spouse Full Name: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_

Evening Phone: \_\_\_\_\_

HOME ASSOCIATION DUES

Do you pay home Association Dues? Yes \_\_\_ No \_\_\_

How are they paid? Yearly \_\_\_ Monthly \_\_\_\_\_

When are they paid? Month \_\_\_\_\_

What amount is paid? \_\_\_\_\_

Address of where Payment is made for Dues: \_\_\_\_\_

EXISTING LOAN INFORMATION

Mortgage Company: \_\_\_\_\_

Loan or Account #: \_\_\_\_\_



**COFFELT**  
Land Title Inc

"The Home of Good Deeds"

Phone Number: \_\_\_\_\_



**COFFELT**  
Land Title Inc

"The Home of Good Deeds"

## BUYER INFORMATION SHEET

The completion of this document will aid Coffelt Land Title, Inc. in handling your transaction accurately and expeditiously.

### BUYER INFORMATION

Full Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Spouse Full Name: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_

Evening Phone: \_\_\_\_\_

### NEW LOAN INFORMATION

Mortgage Co. Lender: \_\_\_\_\_

Address: \_\_\_\_\_

Loan Officer/Contract: \_\_\_\_\_

Phone Number: \_\_\_\_\_



PAYOFF INFORMATION

DATE \_\_\_\_\_

ATTENTION: PAYOFF INFORMATION AND AUTHORIZATION

1<sup>st</sup> MORTGAGE

2<sup>nd</sup> MORTGAGE

LENDER: \_\_\_\_\_

LENDER: \_\_\_\_\_

PHONE #: \_\_\_\_\_

PHONE #: \_\_\_\_\_

LOAN #: \_\_\_\_\_

LOAN #: \_\_\_\_\_

CUSTOMER SIGNATURE: \_\_\_\_\_

SS# \_\_\_\_\_

TO WHOM IT MAY CONCERN:

Above is the signed authorization by your customer to release Payoff information. Please accept this as your written authorization to release payoff information by fax.

Please provide payoff good through \_\_\_\_\_ with a per diem and fax to \_\_\_\_\_ as soon as possible.

If you are unable to provide this information, please call at \_\_\_\_\_

Thank you,



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SELLER'S DISCLOSURE

SELLER'S DISCLOSURE – STATEMENT OF CONDITION ADDENDUM # \_\_\_\_\_

1. SELLER (s)

Property Address

2. SELLER(S) INSTRUCTIONS

SELLERS agree to disclose to BUYER all material defects, conditions and facts know to SELLER which may materially affect the value of the Property. This disclosure statement is designed to assist SELLER in making these disclosures.

3. NOTICE TO BUYERS

This is a disclosure of SELLER'S knowledge of the condition of the Property as of the date signed by SELLER and is not a substitute for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any kind by SELLER.

4. OCCUPANCY

Does SELLER currently occupy the Property? Yes \_\_\_\_\_ No \_\_\_\_\_ If not, how long has it been since SELLER occupied the Property? \_\_\_\_\_

5. LAND (SOILS, DRAINAGE AND BOUNDARIES)

a. Is there any fill or expansive soil in the Property? Yes \_\_\_\_\_ No \_\_\_\_\_  
Unknown \_\_\_\_\_

b. Have there been any sliding, settling, earth movement, upheaval or earth stability problems on the Property? Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_

c. Is the Property located in a flood zone or wetlands area? Yes \_\_\_\_\_ No \_\_\_\_\_  
Unknown \_\_\_\_\_

d. Have there been any drainage or flood problems on the Property or adjacent properties? Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_



e. Are there any encroachment, boundary line disputes, or easements affecting the Property? Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_

f. If any of the answers in this section are "Yes", explain in detail: \_\_\_\_\_  
\_\_\_\_\_

**6. ROOF**

a. Age: \_\_\_\_\_ years \_\_\_\_\_ Unknown

b. Has the roof ever leaked during your ownership? Yes \_\_\_\_\_ No \_\_\_\_\_

c. Has the roof been replaced or repaired during your ownership? Yes \_\_\_\_\_ No \_\_\_\_\_

d. Have there been any problems with the roof or rain gutters? Yes \_\_\_\_\_ No \_\_\_\_\_

**7. TERMITES, DRY ROT, PESTS**

a. Are there any termites, dry rot, or pests on or affecting the Property? Yes \_\_\_\_\_  
No \_\_\_\_\_ Unknown \_\_\_\_\_

b. Has the Property been damaged by termites, dry rot, or pests? Yes \_\_\_\_\_ No  
\_\_\_\_\_ Unknown \_\_\_\_\_

c. Is the Property currently under warranty or other coverage by a licensed pest control company? Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_

d. Are you aware of any termite/pest control reports or treatments on the Property in the last five years? Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_

**8. STRUCTURAL ITEMS**

a. Have there been movement, shifting, deterioration, or other problems with walls or foundations? Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_

b. Are there now or have there ever been any cracks or flaws in the walls or foundations? Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_





- c. Are you aware of any water leaking in the house? Yes \_\_\_\_\_ No \_\_\_\_\_
- d. Are you aware of any past or present problems with driveways, patios or retaining walls in the property? Yes \_\_\_\_\_ No \_\_\_\_\_
- e. Have there been any repairs or other attempts to control the cause or effect of any problems described above? Yes \_\_\_\_\_ No \_\_\_\_\_

If any of the answers in this section are "Yes," explain in detail. When describing repairs or control efforts, describe the location, extent, date, and name of the person who did the repair or control effort: \_\_\_\_\_  
 \_\_\_\_\_

9. BASEMENTS AND CRAWL SPACES (Complete only if applicable)

- a. Does the Property have a sump pump? Yes \_\_\_\_\_ No \_\_\_\_\_
- b. Has there ever been any water leakage, accumulation, or dampness within the basement or crawl space? Yes \_\_\_\_\_ No \_\_\_\_\_ If "YES," describe in detail: \_\_\_\_\_  
 \_\_\_\_\_
- c. Have there been any repairs or other attempt to control any water or dampness problems in the basement or crawl space? Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_ If "YES" describe the location, extent, date and name of the person who did the repair of control effort: \_\_\_\_\_  
 \_\_\_\_\_

10. ADDITIONS/REMODELS

- a. Have you made any additions, structural changes or other alterations to the Property? Yes \_\_\_\_\_ No \_\_\_\_\_ If "YES" was all work done with all necessary permits and approvals in compliance with building codes? Yes \_\_\_\_\_ No \_\_\_\_\_ If "NO", explain: \_\_\_\_\_  
 \_\_\_\_\_
- b. Did any former owners of the Property make any additions, structural changes or other alterations to the Property? Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_ If "YES," was all work done with all necessary permits and approvals in compliance with building codes? Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_ If "NO," explain: \_\_\_\_\_



11. PLUMBING-RELATED ITEMS

- a. What is the drinking water source? Public \_\_\_\_\_ Private \_\_\_\_\_ Well \_\_\_\_\_
- b. If the drinking water source is well, when was the water last checked for safety, and what was the result of the test? \_\_\_\_\_
- c. Is there a water softener on the Property? Yes \_\_\_\_\_ No \_\_\_\_\_ Leased \_\_\_\_\_ Owned \_\_\_\_\_
- d. What type of sewage system serves the Property? Public \_\_\_\_\_ Private \_\_\_\_\_ Septic tank \_\_\_\_\_ Cesspool \_\_\_\_\_
- e. Is there a sewage pump? Yes \_\_\_\_\_ No \_\_\_\_\_
- f. When was the septic tank or cesspool last serviced? \_\_\_\_\_
- g. Have there been any leaks, backups or any other problems relating to any of the plumbing, water and sewage-related items? Yes \_\_\_\_\_ No \_\_\_\_\_ If your answer is "YES," explain in detail: \_\_\_\_\_

12. HEATING AND AIR CONDITIONING

- a. Air Conditioning: Central Electric \_\_\_\_\_ Central Gas \_\_\_\_\_
- b. Heating: Electric \_\_\_\_\_ Fuel Oil \_\_\_\_\_ Natural Gas \_\_\_\_\_ Other \_\_\_\_\_
- c. Water Heating: Electric \_\_\_\_\_ Gas \_\_\_\_\_ Solar \_\_\_\_\_
- d. Are there any problems regarding these items? Yes \_\_\_\_\_ No \_\_\_\_\_ If "YES," please explain: \_\_\_\_\_

13. ELECTRICAL SYSTEM

- a. Are you aware of any problems or conditions that affect the value or desirability of the Electrical system? Yes \_\_\_\_\_ No \_\_\_\_\_ If "YES," please explain: \_\_\_\_\_

14. FIXTURES INCLUDED IN SALE OF PROPERTY



Electric Garage Door Opener (Number of Transmitters) \_\_\_\_\_

Security Alarm System \_\_\_\_\_ Owned \_\_\_\_\_ Leased \_\_\_\_\_

Smoke Detectors \_\_\_\_\_ How many? \_\_\_\_\_

Lawn Sprinklers \_\_\_\_\_ Back Flow Prevention Device \_\_\_\_\_ Automatic Timer \_\_\_\_\_

Swimming Pool \_\_\_\_\_ Pool Heater \_\_\_\_\_ Intercom \_\_\_\_\_ Ceiling Fans \_\_\_\_\_

### 15. NEIGHBORHOOD

a. Are you aware of any condition or proposed change in your neighborhood that could adversely affect the value or desirability of the Property? Yes \_\_\_\_\_ No \_\_\_\_\_ If "YES," please explain: \_\_\_\_\_

### 16. TOXIC SUBSTANCES

a. Are you aware of any underground tanks or toxic substance present on the Property (structure or soil) such as asbestos, PCBs, accumulated radon, lead paint or others? Yes \_\_\_\_\_ No \_\_\_\_\_ If "YES," please explain: \_\_\_\_\_

b. Has the Property been tested for radon or any other toxic substance? Yes \_\_\_\_\_ No \_\_\_\_\_ If "YES," please explain: \_\_\_\_\_

### 17. CONDOMINIUMS AND OTHER HOMEOWNER ASSOCIATIONS

a. Is the Property part of a condominium or other common ownership or is it subject to covenants, conditions and restrictions (CC&R's) of a homeowners association? Yes \_\_\_\_\_ No \_\_\_\_\_ (If answer is "NO," you may ignore the remainder of this section)

i. Is there any defect, damage or problem with any common elements or common areas which could affect their value or desirability? Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_

ii. Is there any condition or claim which may result in an increase in assessments or fees? Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_ If answer to (i) or (ii) is "YES," explain: \_\_\_\_\_



18. OTHER MATTERS

a. Are you aware of any of the following?

Party walls/Common areas Yes \_\_\_\_\_ No \_\_\_\_\_

Landfill/Underground Problems Yes \_\_\_\_\_ No \_\_\_\_\_

Fire Damage at any time Yes \_\_\_\_\_ No \_\_\_\_\_

Existing or Threatened Legal Action Yes \_\_\_\_\_ No \_\_\_\_\_

Appraiser or Mechanics Lien Yes \_\_\_\_\_ No \_\_\_\_\_

Violations of any local, state or federal laws or regulations Yes \_\_\_\_\_ No \_\_\_\_\_

b. Are you aware of any other conditions that may materially and adversely affect the value or desirability of the Property? Yes \_\_\_\_\_ No \_\_\_\_\_ If any of the answers in this section are “Yes,” please explain: \_\_\_\_\_

19. HAZARDOUS CONDITIONS

a. Are you aware of the presence of Radon in the property? Yes \_\_\_\_\_ No \_\_\_\_\_

b. Have you had the property tested for radon? Yes \_\_\_\_\_ No \_\_\_\_\_ If “Yes” attach the results.

c. Have you had the Property tested for mold? Yes \_\_\_\_\_ No \_\_\_\_\_ If “Yes” attach the results.

d. Are you aware of any toxic substance on the property, (e.g. tires, batteries, etc.)? Yes \_\_\_\_\_ No \_\_\_\_\_

e. Has the property been tested for any of the above items? Yes \_\_\_\_\_ No \_\_\_\_\_ If “Yes” explain in detail and attach copies of any reports.

f. Are you aware of any underground tanks on the property? Yes \_\_\_\_\_ No \_\_\_\_\_

g. Are you aware of any landfill on the property? Yes \_\_\_\_\_ No \_\_\_\_\_



20. Disclose any material information and describe any significant repairs, improvements or alterations to the Property not fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports, invoices, notices or other documents describing or referring to the matters revealed herein.

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SELLER

DATE

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SELLER

DATE



**COFFELT**  
Land Title Inc

"The Home of Good Deeds"



## LEAD-BASED PAINT DISCLOSURE

### LEAD WARNING STATEMENT

Every purchaser of any interest in residential real property in which a residence was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessment or inspection in the seller's possession and notify buyer of any known lead-based hazards. A risk assessment or inspection for possible lead-based hazards is recommended prior to purchase.

### SELLER'S DISCLOSURE (INITIAL)

a.      Presence of lead-based paint and/or lead-based paint hazards (check one below)

         Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_

         Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

b.      Records and Reports available to the seller (check one below):

         Seller has provided the buyer with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below): \_\_\_\_\_

         Seller has no reports or records pertaining to lead-based and/or lead-based paint hazards in the housing.

c.      Buyer has received copies of all information listed above.

d.      Buyer has received the pamphlet Protect Your Family From Lead in Your Home.



