

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, made and entered into this **2nd day of February, 2019** by and between **C. Dean Montgomery for himself and Larry Lynn Montgomery, Roy Lee Montgomery, Howard Ross Montgomery**, hereinafter referred to as "Seller", and _____, hereinafter referred to as "Buyer".

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

LEGAL DESCRIPTION: The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Jackson County, State of Kansas, to wit: **The Northeast Quarter (NE/4) of Section Thirteen (13), Township Seven (7) South, Range Sixteen (16) East, Jackson County, Kansas, subject to all public roads, easements, restrictions, covenants and conditions, if any, now of record.**

PURCHASE PRICE: The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of _____ (\$ _____) in a manner following, to-wit: Ten Percent of the purchase price paid at the signing of this contract payable to Stranger Creek Realty Trust Account. The balance paid in certified funds on date of closing.

PROOF OF TITLE: The form of title evidence shall be an Owner's Policy of Title Insurance, to the above described real property, showing a marketable title vested in the Seller, subject to easements of Record. The Title Evidence shall be sent to Buyer or as Buyer may direct for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

COPIES: A duly executed copy of this purchase agreement shall be delivered to the parties hereto.

TAXES: Seller shall pay taxes and assessments for prior years. Buyer will pay for taxes and assessments for current and subsequent years.

CLOSING DATE: It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before **March 2, 2019**.

POSSESSION: Possession is to be given to Buyer at closing. Buyer will receive all interest in the government program benefits, if any, and any rents or production for the 2019 and subsequent years.

EXPENSES SUMMARIZED: Seller shall pay for Proof of Title and Real Estate Agent Commission. Buyer shall pay for Recording of deed showing ownership, Examination of the Title evidence and loan related expenses, if any.

GENERAL WAIVER: The parties to this agreement hereby agree that the listing company and/or selling company have made no representations, have given no express or implied warranties, and have assumed no responsibility, directly or indirectly with respect to the condition of the property. It is further understood that said broker is acting as agent only and will, in no case whatsoever, be held liable to either party for performance of any term or condition of the agreement for damages for non-performance thereof.

"AS IS" CONDITION CLAUSE: Purchaser agrees to accept subject property in its "AS IS" condition.

AGENCY DISCLOSURE: Pursuant to K.S.A. 58-30,110(c) the licensee hereby notifies the undersigned buyer in writing as part of this contract that the Licensee, Stephen W Caplinger of Stranger Creek Realty is or will be acting as agent of the seller with the duty of representing the seller's interest.

BINDING ON OTHERS: This contract shall extend to and bind the respective heirs, executors, administrators, devisees, legatees, successors and assigns of the parties hereto.

WITNESS OUR HANDS AND SEALS

this 2nd day of February, 2019

WITNESS OUR HANDS AND SEALS

this 2nd day of February, 2019

C. Dean Montgomery -Seller

-Buyer

-Buyer