

14. SPECIAL PROVISIONS:

- a. Prior to closing Escrow Agent may deliver deed to Closing Agent for delivery to Buyer at closing.
- b. BUYER and SELLER acknowledge that the State of Kansas has recently undergone reappraisal and reclassification of all real estate which may change the real estate taxes on this property this year and in the future.
- c. For purposes of this document and any addenda, attachments, or amendments thereto, Buyer and Seller agree to accept FAX signatures as original signatures.
- d. Any commission paid to the selling and listing agencies will be paid by Seller.
- e. Upon the sale of 15 lots in Phase 1, Buyer shall pay Seller an additional \$5,000.00 earnest money deposit to be held in escrow by The Gill Agency, L.C. Said \$5,000.00 shall be credited to Buyer at closing. Should either party default, the terms of paragraphs 20, 21 and 22 shall apply.
- f. Seller agrees to carry back \$352,947.20 [\$357,947.20 less the additional \$5,000.00 earnest money deposit from paragraph 34 (e)] at 6.8% per annum interest, computed quarterly, from the date of closing until a lot is paid in full. Upon receipt of an additional \$22,059.20 plus interest due for that lot, Seller agrees to convey title to Buyer by General Warranty Deed. The remaining balance shall be due and payable not more than 18 months from the date of closing [paragraph 34 (j)].
- g. Seller agrees to give Buyer right of first refusal on phase ³ in the Deerfield Woods Subdivision No. 2. That right of first refusal shall expire 30 days after the date of proposal to sell the next development phase.
- h. With the exception of M. Kearns, all parties listed under the membership roster of E.E. Development Co., L.C., previously given Seller are licensed real estate salespersons or brokers in the state of Kansas.
- i. Seller agrees that all specials in existence on the date of possession shall be paid by Seller.
- j. Closing and possession dates shall be within 2 weeks of the completion of the of the streets, sewers, sidewalks, and other improvements, and upon the availability of building permits, and that Buyer may close on these lots at times of buyer's choosing.
- k. ~~Seller agrees to provide a variance on the restrictive covenants regarding the following:~~
 1. ~~Minimum square footage on 1 story homes shall be 1,400 square feet~~
 2. ~~Minimum square footage on 1.5 story homes shall be 1,800 square feet~~
 3. ~~Minimum garage size shall be 20 feet by 20 feet~~
 4. ~~Roof type to be 300 lb. Timberline, or better~~~~Said variance shall apply to all lots in Deerfield Woods No. 2 Addition.~~
- l. ~~This contract is contingent on Seller's acceptance of an option to purchase 29 lots in Phase 2. Should Seller not accept said option from Buyer then this contract shall, at Buyer's option, be null and void, with all earnest money being refunded to Buyer.~~

---END PARAGRAPH 34---

SELLER <u>K.W.L. 7</u>	BUYER <u>John R. Payne</u>
DATE <u>12/24/93</u>	DATE <u>12/20/93</u>
SOCIAL SECURITY # _____	SOCIAL SECURITY # _____
SELLER _____	BUYER <u>Charlene J. Garsillo Sec.</u>
DATE _____	DATE <u>12-13-93</u>
SOCIAL SECURITY # _____	SOCIAL SECURITY # _____

Receipt of a copy of this Contract and earnest money deposit in the amount of \$ _____ is acknowledged this _____ day of _____.

Escrow Agent: _____

By: _____