

**CONTRACT FOR CONSTRUCTION
AND PURCHASE OF REAL ESTATE**

28th

This agreement is entered into this 28th day of July, between Kerich & Cole Construction, hereinafter referred to as Contractor and Lois A. Moore, hereinafter referred to as Buyer.

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7/27/95
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WHEREAS, Buyer has requested the Contractor to construct a single-family residence to purchase and occupy, and the plans and specifications have been reviewed and approved by the Buyer, the parties agree to the following terms, conditions and covenants:

1. **PURCHASE PRICE** The purchase price for the completed construction and all improvements and real estate shall be \$177,000. Payment shall be made, in full, on the date the property and all improvements are conveyed to the Buyer, unless otherwise set forth in an attached payment schedule.

2. **REAL ESTATE AND CONSTRUCTION** The Contractor shall construct the house pursuant to the plans and specifications attached to this agreement, and incorporated by reference in their entirety. The real estate, currently owned by the Contractor with legal description as follows: Lot 10, Clinton Pointe, Lawrence, Kansas.

3. **CONSTRUCTION AND MATERIAL** The Contractor shall construct the house using all methods and materials which meet, or exceed, the applicable building code and other ordinances and regulations which are required by the City of Lawrence, Kansas on the date of this agreement. All subcontractors will be selected by the Contractor, and the Contractor warrants that all work and material performed by the subcontractors will meet the same requirements. Work and material will be provided in workmanlike manner.

4. **WARRANTY** The Contractor warrants all services, work and material provided under the terms of this agreement for a period of one (1) year. The Contractor further warrants that all work and material will be performed in a workmanlike manner, and that the Contractor will exercise reasonable care in the construction of the house. The Contractor warrants that the house will be fit for the use of the Buyer, and shall meet, or exceed, all minimum housing code requirements of the City of Lawrence, Kansas at the time of occupancy.

5. **EXTRAS OR ADDITIONS** Any changes in design or material shall be designated by the Buyer in writing, with the acknowledgement of the Contractor. Any change or extra shall specifically identify the item, cost for service or material, and manner of payment for the change or extra. All changes or extras shall be paid by the Buyer, at the time of the change, unless otherwise agreed in writing.

[Signature]

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