

status required pursuant to Kansas State Laws were made prior to their execution of this Contract. Pursuant to the following disclosure:

(Listing Company) McGrew Real Estate (Name of Licensee) Ed Grosdidier
is functioning as: X X SELLER'S Agent _____ Dual Agent

(Selling Company) Hedges Realty Executives (Name of Licensee) Troy Palmer
is functioning as: _____ SELLER'S Agent XX BUYER'S Agent _____ Dual Agent

SELLER'S AGENT: Licensees functioning as SELLER'S Agents have a duty to act as agent for the SELLER'S interest and will not be the agent of the BUYER. Information given by the BUYER to a SELLER'S agent will be disclosed to SELLER. If checked above, undersigned BUYER acknowledges this disclosure was given orally or in writing.

BUYER'S AGENT: Licensees functioning as an agent of the BUYER have a duty to act as agent for the BUYER'S interest and will not be the agent of the undersigned SELLER. Information given to the licensee will be disclosed to the BUYER. If checked above, undersigned SELLER, or SELLER'S agent, acknowledges this disclosure was made either orally or in writing no later than the first showing of this Property.

DUAL AGENT: Licensees functioning as Dual Agents act as agent for both SELLER and BUYER. If checked above, this disclosure was made to both SELLER and BUYER immediately in writing as shown on the required disclosure forms attached hereto. All material facts and information given to a Dual Agent will be disclosed to both BUYER and SELLER. It is agreed that licensee is not required to disclose, and will not disclose, to the other party, any confidential information previously communicated by either party.

11. **RESTRICTIONS, EASEMENTS, LIMITATIONS, TAXES:** BUYER shall take title subject to the following: zoning restrictions, prohibitions or other requirements imposed by governmental authority; restrictions, covenants and matters appearing on the plat of record; public utility easements of record, provided they are located contiguous to the Property lines; taxes and special assessments prorated to Closing Date, as described in paragraph 17 of this Contract.
12. **TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions inserted or attached shall supersede all conflicting printed provisions.
13. **ASSIGNABILITY:** This Contract and any right or interest in the Property are assignable only with the written consent of SELLER and BUYER.
14. **DATE:** Date of this Contract is the date the last party signed or initialed mutually acceptable changes.
15. **CONVEYANCES:** SELLER shall properly execute the appropriate Warranty Deed conveying the above-described Property to BUYER free and clear of all liens and encumbrances whatsoever, except as herein provided. Escrow Agent shall deliver deed to closing agent prior to Closing. The Deed shall be delivered to BUYER at the time of Closing.
16. **LIENS-MECHANICS:** SELLER certifies that at Closing there will be no lien claimants, nor potential lien claimants, nor improvements to the Property being sold for 120 days prior to Closing Date. If there have been improvements on or to the above-described Property within 120 days prior to the Closing Date, SELLER shall deliver releases or waivers from the general contractors, subcontractors, suppliers and materialmen furnishing the labor or materials for such improvements, together with such affidavits as SELLER may reasonably require naming such persons and reciting that all bills that might serve for a basis for mechanics' liens have or will be paid prior to or at Closing.
17. **TAXES & ASSESSMENTS:** a. Real Estate taxes and any installments of special assessments for the Closing year shall be prorated to the Closing Date based upon the current available mill levy and assessed valuation. SELLER shall pay the real estate taxes and any installments of special assessments for all prior years.
b. Taxes shall be prorated at Closing with BUYER being responsible for payment of taxes on any parcels closed and recorded prior to December 20 of the current year.
c. In the event that improvements have been made or special benefits have been assessed upon the herein-described Property which were not in existence on January 1 of the previous year, then such proration shall be based on an equitable estimate agreed upon between the parties prior to Closing.
d. Installments of special assessments becoming payable following Closing shall be assumed by BUYER.
e. BUYER and SELLER acknowledge that reappraisal of all real estate is an ongoing process in the State of Kansas, which may change the real estate taxes on this Property this year and in the future.
18. **INTERIM MAINTENANCE:** Between the date of this Contract and Closing Date, the Property shall be maintained by SELLER in the same condition as at the date of this Contract, ordinary wear and tear excepted.

Seller's Initial and Date _____

Seller's Initial and Date _____

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Buyer's Initial and Date AW 9 11

Buyer's Initial and Date _____