



**COFFELT**  
LAND TITLE, INC.

262 NE Tudor Road, Lee's Summit, MO 64086

***ph: 877.831.4152 | fax: 816.525.7451***  
**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 of your expectations now and in the future.

Stacey Brodersen  
Sr Escrow Officer & Manager

sbrodersen@coffeltlandtitle.com

262 NE Tudor Road  
Lee's Summit, MO 64086

Phone: 877-831-4152 or 877-831-4152  
Fax: 816-525-7451

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

## **Coffelt Land Title, Inc.**

### **Privacy Policy Notice**

#### **PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Coffelt Land Title, Inc..**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

REAL ESTATE CONTRACT

THIS CONTRACT is made 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 agreement and/or addendum attached hereto.

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 & 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 doors (if attached)
Floor coverings (if attached)
Garage door openers & remote transmitting units
Gas heaters
Gas logs & fireplace grates
Heating & plumbing equipment & fixtures
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)
Sprinkler systems & 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 in the sale:
b. Exclusions. The following items shall not be considered a part of the transferred Property:
c. Additional Terms and Conditions:

2. PURCHASE PRICE: The purchase price for the Property is: \$ which buyer agrees to pay as follows:

- a. 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. 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 \$
To be deposited with: (check one) Coffelt Land Title, Inc. 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) (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 \$ (purchase price less A, B, & C) on or before the Closing Date

3. CLOSING AND POSSESSION: Closing shall be completed no later than , 20 (Closing date). Seller shall deliver possession of the Property to Buyer on , 20 at M. (Possession Date).



4. **CONDITION OF PROPERTY:** THIS CONTRACT SHALL NOT BE EFFECTIVE 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 date of possession. Seller shall advise Buyer of any substantial 'change in the condition of the Property prior to closing. Unless otherwise agreed in writing, Seller shall remove all possessions, trash and debris from the Property upon vacating or prior to delivery of possession.
5. ☐ **BUYER'S WARRANTY PLAN.** (Check if applicable): ☐ Seller or ☐ Buyer, at a cost not to exceed \$ \_\_\_\_\_, agrees to purchase a homebuyer's warranty plan from \_\_\_\_\_ to be paid at closing. This plan is a limited service contract covering repair or replacement of the working components of the Property for 1 year from Closing Date subject to a per claim deductible of \$ \_\_\_\_\_.
6. **APPRAISED VALUE CONTINGENCY.** Notwithstanding any other terms of this Contract, BUYER may within \_\_\_\_\_ calendar days from the Effective Date of this Contract (within the Inspection Period if left blank) obtain, at BUYER'S expense, an appraisal of the Property by an independent licensed appraiser. If Financing is being obtained, the appraisal must be completed before the Loan commitment due date.

If the final appraised value of the Property, as determined by BUYER'S Lender's appraiser or BUYER'S appraiser (if a cash sale), is not equal to or greater than the Purchase Price, BUYER may notify SELLER in writing, attaching a copy of the appraisal, and the following will occur:

- a. SELLER may seek a reconsideration of value by the BUYER'S Lender's appraiser, to be completed within \_\_\_\_\_ calendar days (7 days if left blank) of delivery of the BUYER'S notice. If such reconsideration finds a value equal to or greater than the Purchase Price, the transaction will move forward to Closing.
- b. If such reconsideration finds a value less than the Purchase Price, BUYER and SELLER will have \_\_\_\_\_ calendar days (5 days if left blank) to agree upon an acceptable Purchase Price in writing. 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, and BUYER'S Earnest Money will be subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.
7. **FINANCIAL TERMS.**

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

\_\_\_\_\_ THIS IS A FINANCED SALE. This Contract is contingent upon BUYER obtaining the financing described in this paragraph.

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 approval time frame. These changes must be agreed in writing, by both parties, within 3 days of BUYER'S knowledge and no later than business days before Closing (15 days if left blank).

BUYER and SELLER are hereby informed that any changes to the terms below after the Effective Date of the Contract have the potential to delay Closing and/or change costs 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 Rate \_\_\_\_\_ 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"). The Loan(s) will be secured by a mortgage/deed of trust on the Property or as otherwise required by Lender(s), and repayable in monthly installments.

- c. 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 to or greater than the Loans contemplated in this Contract, subject to satisfactory appraisal of the Property and any other conditions set forth in the attached Lender(s) letter(s). The pre-approval must indicate that the 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. BUYER agrees to 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).



8. **INSPECTIONS:** Buyer may, at Buyer's expense, have property inspections which may include but are not limited to 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 such inspections 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 agrees any corrective measures which SELLER performs pursuant to the following provisions will be completed 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 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 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.
- 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, which condition is unacceptable to Buyer and not otherwise excluded in 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:  

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- f. **WHAT IF BUYER'S INSPECTIONS REVEAL UNACCEPTABLE CONDITIONS?** If Buyer's inspections reveal Unacceptable Condition(s) Buyer may do any one of the following **WITHIN THE INSPECTION PERIOD**:
  - i. **ACCEPT THE PROPERTY "AS IS,"** in which case Buyer will have waived any right to cancel or renegotiate due to the Unacceptable Conditions.
  - ii. **CANCEL THIS CONTRACT** by notifying Seller in writing within the Inspection Period.
  - iii. **OFFER TO RENEGOTIATE** the price and/or other terms with Seller by notifying Seller in writing within the Inspection Period, identifying 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 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 AGREES TO 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 in the Property. If treatment is required, Seller shall provide Buyer with a certificate evidencing treatment 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 of this transaction 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 agrees to pay for an update.
- i. **ACCESS TO PROPERTY, RE-INSPECTIONS, DAMAGES AND REPAIRS.** Seller shall afford Buyer reasonable access to the Property to conduct the inspections, re-inspections, inspection of any corrective measures completed by Seller and/or final walk-through prior to closing. Buyer shall be responsible and pay for any damage to the Property resulting from the inspection(s). Seller agrees that any corrective measures which Seller performs pursuant to the following provisions shall be completed in a workable manner with good quality materials.



9. UTILITIES/MAINTENANCE/CASUALTY LOSS: SELLER AGREES TO LEAVE ALL UTILITIES ON UNTIL THE DATE OF POSSESSION UNLESS OTHERWISE AGREED. Seller agrees to perform ordinary and necessary maintenance, upkeep and repair to the Property and to keep the improvements on the Property fully insured until delivery of Seller's deed to Buyer. If before delivery of the deed to Buyer, improvements on the Property are damaged or destroyed by fire or other causes including those that could be covered by what is known as fire and extended coverage insurance, the parties agree that the risk of that damage or destruction shall be borne as follows: If the damage is minor, Seller may repair or replace the Property if the work can be completed before the Closing Date. If Seller elects not to repair or replace the Property, or if the damage is substantial, Seller shall notify Buyer in writing and Buyer may enforce or cancel this Contract by written notice to Seller within 10 days after receiving notice of the damage or destruction of the Property. If Buyer elects to enforce this Contract, the Purchase price shall not be reduced and the Property shall be conveyed in its existing condition at the time, provided Seller shall credit Buyer the insurance deductible and assign Seller's fire and extended coverage proceeds to Buyer at closing.

10. RADON, MICROBIALS AND OTHER ENVIRONMENTAL POLLUTANTS.

- a. RADON. Every BUYER of residential real property is notified the Property may present exposure to dangerous concentrations of indoor radon gas that may place occupants 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 overall. For additional information, please go to <http://www.kansasradonprogram.org> or in Missouri a national source for radon information is <http://www.epa.gov/radon>.

- b. MICROBIALS AND OTHER ENVIRONMENTAL POLLUTANTS. BUYER acknowledges mold, fungi, bacteria and other microbes commonly exist in homes and will exist in the Property as a result of rain, humidity and other moisture 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 have 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. SELLER and/or the BUYER do not claim or possess any special expertise in the measurement or reduction of radon, microbes or other environmental pollutants, nor have they provided any advice to BUYER as to acceptable levels or possible health hazards of radon, microbes or other environmental pollutants. There can be no assurances that any existing systems, devices or methods incorporated into the Property 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.

11. EARNEST MONIES AND ADDITIONAL DEPOSITS: Upon acceptance of this Contract, unless otherwise agreed, any Earnest Money or additional deposits referenced in Paragraph 2 (A) or additional funds deposited by Seller, Buyer or Buyer's lender shall be deposited in an insured escrow account maintained by Escrow Agent. Buyer and Seller agree that the Escrow Agent may retain any interest earned on any funds deposited in said account. If this Contract is canceled by the parties or if the Earnest Money is to be forfeited or refunded, the parties agree that the amount to be distributed shall first be reduced by any unpaid charges for credit reports, appraisals, surveys, termite, mechanical and other inspections, and title investigation fees, if any, incurred by the Escrow Agent 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 the Buyer, and neither party shall have any further rights or obligations under this Contract, except as otherwise stated in this Contract. Provided, notwithstanding any other terms of this Contract providing for the forfeiture or refund of Earnest Money, the parties understand that the Escrow Agent 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, Escrow Agent may, but shall not be obligated to, commence an interpleader or similar proceeding and Buyer and Seller authorize Escrow Agent to pay all funds to the Clerk of the Court for disposition as the Court may direct. Buyer and Seller agree that Escrow Agent 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.

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 Escrow Agent 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 assure 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 the buyer. Prior to the Closing Date, Buyer shall notify Seller of any encroachments of any improvements upon, from, or onto the Property or any building setback line, property line, or easement, which encroachment 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 the defects in title, Buyer shall have the option of (a) completing this purchase 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 not later than 14 days prior to the Closing Date (the "Commitment Delivery Date"), Seller agrees to deliver to Buyer a title insurance commitment from a company authorized to insure titles in the state where the Property is located. 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 title commitment shall commit to insure a marketable fee simple title in the Buyer upon the recording of the deed or other document of conveyance. However, title to the Property shall be subject to the conditions in the Contract and to customary covenants, declarations, restrictions, zoning laws, easements, party wall agreements, special assessments, and community contracts of record as of the effective date of the title commitment (The "Permitted Exceptions").

Buyer shall have 10 days after receipt of the title commitment (the "Objection Period") to notify Seller in writing of any valid objections to title to the Property. Seller shall then make a good faith effort to remedy the defects in title. If Seller does not remedy the title defects before the Closing Date, Buyer may elect to waive the objections, extend the Closing Date a reasonable time for the Seller to remedy the defects or cancel this Contract. Provided, 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 be as soon as reasonably possible but no later than the Closing Date.

Seller agrees to provide and pay for an owner's title insurance policy in the amount of the purchase price insuring marketable fee simple title in Buyer, subject to the Permitted Exceptions and with the exception of any liens, encumbrances or other matters affecting title to the Property created by Buyer or arising by virtue of Buyer's activities or ownership. The policy shall also insure Buyer as of the date of recording of the deed or other document of conveyance, against any lien, or right to alien, 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.

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 current calendar year shall be paid by SELLER. Any of the preceding items which become due and accrue during the calendar year in which SELLER's warranty deed is delivered (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 the BUYER.

If the actual amount of any item to be prorated 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. Buyer and Seller agree to accept such prorations as final and release each other and closing agent(s) from any liability for any increase in the actual taxes due.

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

16. **PARTIES:** This is a Contract between Seller and Buyer. If 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, Escrow Agent and any other closing agent or title company and their employees (collectively referred to as "Closing Agents") 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 to the address set forth in this Contract or such other address or number as shall be furnished in writing by any such party. Such notice or communication shall be deemed to have been given as of the date so delivered in person, or received by facsimile. 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 confirm that neither is represented by an agent or other real estate licensee to whom a real estate commission might be owed, and in such event the party through whom the commission is claimed agrees to hold the other harmless from any liability therefor.

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, subject to the provisions of paragraph 7 of the Contract:

- a. If Seller defaults, Buyer may (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 (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 recognizing 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.

If as a result of a default under this Contract, either Seller or Buyer employs an attorney to enforce its rights, the defaulting party shall, unless prohibited by law, reimburse the non-defaulting party for all reasonable attorney's fees, court costs and other legal expenses incurred by the non-defaulting party in connection with the default. TIME IS THE ESSENCE OF THIS CONTRACT

20. 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

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

22. 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.

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.

WHEN SIGNED BY ALL PARTIES, THIS IS A LEGALLY BINDING CONTRACT.  
IF NOT UNDERSTOOD CONSULT AN ATTORNEY BEFORE SIGNING.

SELLER

DATE

SS.

BUYER

DATE

S.S.

SELLER

DATE

SS.

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 \_\_\_\_\_





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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Additional Pages (Check if Applicable) The \_\_\_\_\_ additional pages attached to this Amendment contain terms which are an integral part of this Contract.

CAREFULLY READ THE ABOVE TERMS. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

\_\_\_\_\_  
SELLER      DATE

\_\_\_\_\_  
BUYER      DATE

\_\_\_\_\_  
SELLER      DATE

\_\_\_\_\_  
BUYER      DATE



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

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



## 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

1st MORTGAGE

2nd 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 not able to provide this information, please call at \_\_\_\_\_

Thank you,



## SELLERS'S DISCLOSURE

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

1. SELLERS (s)

Property Address \_\_\_\_\_

2. SELLER(S) INSTRUCTIONS

SELLERS agree to disclose to BUYER all material defects, conditions and facts known 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 leakage 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 \_\_\_\_



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- 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. ASEMENTS 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 attempts 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 or 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: \_\_\_\_\_





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: \_\_\_\_\_

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: \_\_\_\_\_

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: \_\_\_\_\_

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.

---

Date



BUYER'S ACKNOWLEDGEMENT AND AGREEMENT

- 1. I understand and agree that the information in the form is limited to information of which SELLER has actual knowledge and that the SELLER need only make an honest effort at fully revealing the information requested.
- 2. This Property is being sold to me without warranties or guarantees of any kind by SELLER or BROKER concerning the condition or value of the Property.
- 3. I agree to verify any of the above information and any other important information provided by SELLER (including any information obtained through the multiple listing service) by an independent investigation of my own. I have been specifically advised to have the Property examined by professional inspectors.
- 4. I acknowledge that SELLER is not an expert at detecting or repairing physical defects in the Property.
- 5. I specifically represent that there are no important representations concerning the condition or value of the Property made by SELLER on which I am relying except as may be fully set forth in writing and signed by them.

\_\_\_\_\_  
BUYER                      DATE

\_\_\_\_\_  
BUYER                      DATE



## 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 inspections in the seller's possession and notify the 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.

- e. Buyer has (check one below):

— Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or

\_\_\_ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-paint hazards.

### CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

SELLER DATE

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER DATE

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

