

REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this _____ day of _____, 20____
by and between _____
party of the First Part, hereinafter referred to as "Seller," whether one or more, and
_____ party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

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:

1. 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 Harvey County, Kansas, to-wit: _____

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of _____ Dollars
in manner following, to-wit: _____

3. TITLE EVIDENCE: the Seller agrees to furnish the Buyer, a title insurance company's commitment to insure, to the above described real property, showing a marketable title vested in the Seller, subject to easements and restrictions of record, and existing and future special assessments. Title insurance to be issued by **Regier Title, Inc.** The Title Evidence shall be sent to lender or Buyer for examination 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. The total cost of the commitment to insure and the owner's title insurance policy will be split equally between Buyer and Seller.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. The Buyer agrees to and does hereby deposit with _____ the sum of _____ Dollars, earnest money, as a guarantee that the terms and conditions of this contract shall be fulfilled by him, said deposit to be applied on the purchase price upon acceptance of title by the Buyer and delivery of deed by the Seller, In the event the Buyer shall fail to fulfill his obligation hereunder, the Seller may, at his option, cancel this agreement, and thereupon the aforementioned deposit shall become the property of the Seller and his Agent, not as a penalty but as liquidated damages. Provided, however, that in the event the Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer, and the Agreement shall be null and void and of no further force and effect.

6. It is further agreed by and between the parties hereto that all rentals if any shall be adjusted and prorated as of _____. Taxes shall be prorated for calender year on the basis of taxes levied, or for prior year.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted. The Purchaser accepts the above-described property in its present existing condition without warranty by the Seller unless the same is expressly set forth in this Contract or is specifically implied by Kansas law.

8. 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 _____

9. Possession to be given to Buyer on or before _____

WITNESS OUR HANDS AND SEALS the day and year first above written.

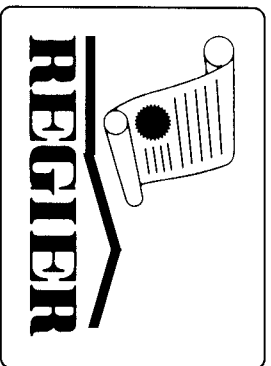
Buyer Seller

Real Estate Contract

TO

Dated _____

Land _____



TITLE, INC.

TITLE INSURANCE • ESCROW CLOSINGS
129 E. BROADWAY • SUITE 100
NEWTON, KANSAS 67114
316-283-2750 • FAX 316-283-5680

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