



COMMERCIAL REAL ESTATE SALES CONTRACT

PARTIES: This contract ("Contract") is made between:

SELLER: Mulberry United Presbyterian Church
BUYER: Mona Lisa Brown AMP, and
effective as of the date of acceptance on the last signature on this Contract (the "Effective Date").

2. PROPERTY: Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the real estate described in Exhibit A (Legal Description) attached hereto, such to be verified by the Title Company, together with any buildings and improvements thereon, and all personal property used in the operation of the buildings and improvements, including, if any, all mechanical systems, fixtures and equipment, heating, ventilating and air-conditioning equipment, electrical systems and lighting, plumbing equipment and fixtures, floor coverings, storm windows and doors, screens and awnings, keys, and including the following:

Legal Description: Highland Addition, Lot 63-65 Mulberry, KS
all of which is commonly known and numbered as 709 West Alfred Street, in the City of Mulberry in Crawford County County, State of KS.
Such real estate and other property shall be collectively referred to in this Contract as the "Property".

3. EXCEPTIONS: The Property shall be subject, however, to the Permitted Exceptions (as defined in the paragraph entitled "Title Insurance"), zoning ordinances and laws and the following existing leases or tenancies:
There are NO existing leases or tenancies

4. PURCHASE PRICE: The Purchase Price is Forty one thousand five hundred DOLLARS (\$ 41,500.00) which Buyer agrees to pay as follows:

a. five hundred DOLLARS (\$ 500.00) at the signing of this Contract as Earnest Money, such to be deposited upon execution of this Contract within (10 calendar days if the Property is located in Missouri) or (5 calendar days if the Property is located in Kansas), in the insured trust or escrow account of: Crawford County Abstract ("Escrow Agent") as part of the consideration of the sale;

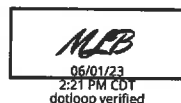
b. The balance to be paid in the following manner: Forty one thousand \$no/100 DOLLARS (\$ 41,000.00), in guaranteed funds or cashier's check at Closing (as defined in this Contract), adjusted at Closing for pro-rations, closing costs and other agreed expenses, and [state other payment or financing terms if any].

5. CLOSING AND POSSESSION DATE(S): Subject to all the provisions of this Contract, the closing of this Contract (the "Closing") shall take place at the offices of Crawford County Abstract-Pittsburg, KS 315 N Broadway on the 30th day of June, 2023 or prior thereto by mutual consent, and possession shall be delivered upon closing or as follows: at closing & funding

6. EXISTING FINANCING: Unless otherwise provided in this Contract, Seller shall make any payments required on existing mortgages or deeds of trust until Closing. If this Contract provides that the Property is being sold subject to any existing mortgage or deed of trust, Buyer shall, at Closing, reimburse Seller for any principal reductions not already considered in computing payments of purchase price and for any deposits held by the holder of the mortgage or deed of trust that are transferred to Buyer.

7. PRORATIONS: The rents, income and expenses from the Property, and the interest on any existing mortgages or deeds of trust to which this sale is made subject, shall be prorated between Seller and Buyer as of Closing. Seller shall pay all general real estate taxes levied and assessed against the Property, and all installments of special assessments for the years prior to the calendar year of Closing. All such taxes and installments of special assessments becoming due and accruing during the calendar year of Closing shall be prorated between Seller and Buyer on the basis of such calendar year, as of Closing. If the amount of any tax or special assessment cannot be ascertained at Closing, pro-ration shall be computed on the amount for the preceding year's tax or special assessment. Buyer shall assume and pay all such taxes and installments of special assessments accruing after the Closing.

8. TITLE INSURANCE: Seller shall deliver and pay for an owner's ALTA title insurance policy insuring marketable fee simple title in Buyer in the amount of the Purchase Price as of the time and date of recording of Seller's Warranty Deed (the "Deed"), subject only to the Permitted Exceptions defined below. Seller shall, as soon as possible and not later than twenty (20) calendar days after the Effective Date of this Contract, cause to be furnished to Buyer a current commitment to issue the title policy (Title Commitment), to be issued through Crawford County Abstract (the "Title Company"). Buyer shall have ten (10) calendar days after receipt of the Title Commitment (the "Title Review Period") in which to notify Seller in writing of any objections Buyer has regarding any matters shown or referred to in the Title Commitment. Any matters which are set forth in the Title Commitment and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions to the status of Seller's title (the "Permitted Exceptions"). With regard to items to which Buyer does object within the



Review Period, Seller shall have twenty (20) calendar days after receipt of Buyer's written notice of objections to cure such objections ("Title Cure Period").

If Seller does not cure the objections by the end of the Title Cure Period or if Seller and Buyer have not agreed to extend the Title Cure Period by amending this Contract, then this Contract shall automatically be terminated unless Buyer waives the objections no later than twenty (20) calendar days after the end of the Title Cure Period.

(Check one): Seller Buyer NA assume responsibility for paying for a survey and shall order a survey of the Property as soon as possible and not later than (____) calendar days after the Effective Date of this Contract. Unless otherwise objected to in writing by Buyer or Seller within five (5) days of delivery of the survey, the survey will be accepted as being correct for the Property and there will be no objections to such.

9. INSPECTIONS: Seller shall grant Buyer reasonable access to the Property for fifteen (15) calendar days after the Effective Date of this Contract (the "Inspection Period") for the purpose of inspecting the physical condition of the Property. Buyer's inspection rights shall include performing soil tests, environmental tests or audits, foundation and mechanical inspections and such other inspections or surveys as Buyer may reasonably request. Buyer agrees to repair any damage to the Property arising from these inspections and to indemnify, defend and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation, reasonable attorney's fees, court costs and other legal expenses, resulting from these inspections. Buyer's obligations imposed by this paragraph shall survive termination of this Contract. Buyer agrees to provide Seller with a copy of any written reports resulting from such inspections within five (5) calendar days of the completion of said inspections. With regard to any deficiencies identified during the inspection by Buyer which Buyer requests be corrected, Seller shall have _____ (____) calendar days (the "Cure Period") after seller's receipt of Buyer's written notice of such inspection issues to define in an Amendment to this Contract how and when such deficiencies will be cured. If Seller elects not to cure the deficiencies within the time frame defined in such Amendment, then this Contract shall automatically be terminated unless Buyer waives the objections no later than _____ (____) calendar days after the end of the Cure Period. Buyer shall be deemed to be thoroughly acquainted and satisfied with the physical condition of the Property, other than as set forth in the paragraph entitled "INSURANCE; MAINTENANCE; CASUALTY; CONDEMNATION; CHANGE OF CONDITION" of this Contract. In addition, Buyer, or Buyer's representatives, may re-inspect the Property before Closing upon reasonable notice to Seller.

10. DUE DILIGENCE: Buyer will have fifteen (15) calendar days after the Effective Date of this Contract to perform due diligence (the "Due Diligence Period"). Buyer may deliver written notification to Seller to cancel this Contract and this Contract will be terminated. In the absence of such termination notice, the Inspections and Due Diligence shall be deemed to be satisfactory to Buyer. Buyer may terminate this Contract at any time during due diligence with full return of earnest money.

11. REPRESENTATIONS: Buyer acknowledges that neither Seller nor any party on Seller's behalf has made, nor do they hereby make, any representations as to the past, present or future condition, income, expenses, operation or any other matter or thing affecting or relating to the Property except as expressly set forth in this Contract. Buyer agrees to assume full responsibility for completing Buyer's Due Diligence in such a manner as to answer all questions necessary to make the decision to purchase the Property.

12. REAL ESTATE BROKER: Seller and Buyer agree that Jones Heritage Realtors and Jones Heritage Realtors, BROKER(S), identified in the Commercial Agency and Broker Disclosure Addendum which is a part of this Contract, is (are) the only real estate broker(s) negotiating this sale, and Seller agrees to pay a sales commission pursuant to any commission agreement(s) between Seller and BROKER(S). Any party to this Contract through whom a claim to any broker's, finder's or other fee is made, contrary to the representations made above in this paragraph, shall indemnify, defend and hold harmless the other party to this Contract from any other loss, liability, damage, cost or expense, including without limitation, reasonable attorney's fees, court costs and other legal expenses paid or incurred by the other party, that is in any way related to such a claim. The provisions of this paragraph shall survive Closing or termination of this Contract.

13. DELIVERY OF DEED; PAYMENT; DISBURSEMENT OF PROCEEDS: At or before Closing, Seller agrees to properly execute and deliver into escrow the Deed, a Bill of Sale for any non-realty portion of the Property, and all other documents and funds necessary to complete the Closing. The Deed shall convey to Buyer marketable fee simple title to the Property, free and clear of all liens and encumbrances, other than the Permitted Exceptions. At or before the Closing, Seller and Buyer each agree to deliver into escrow a cashier's check or guaranteed funds sufficient to satisfy their respective obligations under this Contract. Seller understands that, unless otherwise agreed, disbursement of proceeds will not be made until after the Deed or the instrument of conveyance, and, if applicable, the mortgage/deed of trust have been recorded and the Title Company can issue the title policy with only the Permitted Exceptions.

14. INSURANCE; MAINTENANCE; CASUALTY; CONDEMNATION; CHANGE OF CONDITION: Seller agrees to maintain Seller's current fire and extended coverage insurance, if any, on the Property until Closing. Seller shall do ordinary and necessary maintenance, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the Property is destroyed or materially damaged after the Inspection Period, Seller shall promptly provide written notice to Buyer of any such event. UPON NOTICE OF SUCH OCCURRENCE, Buyer may re-inspect the Property and may, by written notice to Seller within ten (10) days after receiving Seller's notice, terminate this Contract.

Unless this Contract is so terminated, it shall remain in full force and effect, and Seller shall, at Closing, assign and transfer to Buyer all of Seller's right, title and interest in and to any awards that may be made for any taking and any insurance proceeds payable on account of casualty. If a non-material change in condition occurs with respect to the Property, Seller shall remedy such change before Closing. The provisions of this paragraph shall survive Closing or termination of this Contract.

15. FOREIGN INVESTMENT: Seller represents that Seller is not a foreign person as described in the Foreign Investment in Real Property Tax Act and agrees to deliver a certificate at Closing to that effect which shall contain Seller's tax identification number.

16. TERMINATION: If this Contract is terminated by either party pursuant to a right expressly given in this Contract, Buyer shall be entitled to an immediate return of the Earnest Money Deposit, and neither party shall have any further rights or obligations under this Contract except as otherwise stated in this Contract.

17. DEFAULT 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 the paragraph entitled "DISPOSITION OF EARNEST MONEY DEPOSIT AND OTHER FUNDS AND DOCUMENTS" in this Contract:

(a) If Seller defaults, Buyer may (i) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; or (ii) 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 Deposit shall be returned to Buyer upon written demand.

(b) If Buyer defaults, Seller may (i) specifically enforce this Contract and recover damages suffered by Seller as a result of the delay in the sale of the Property; or (ii) terminate this Contract by written notice to Buyer and, at Seller's option, either retain the Earnest Money Deposit 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 Deposit 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 attorneys' fees, court costs and other legal expenses incurred by the non-defaulting party in connection with the default.

18. DISPOSITION OF EARNEST MONEY DEPOSIT AND OTHER FUNDS AND DOCUMENTS: The Escrow Agent shall not distribute the Earnest Money Deposit or other escrowed funds or documents, once deposited, notwithstanding any other terms of this Contract providing for forfeiture or refund of the Earnest Money Deposit, without the written consent of all parties to this Contract. A party's signature on a closing statement prepared by the Escrow or Closing Agent shall constitute such consent. In the absence of either written consent or written notice of a dispute, failure by either Buyer or Seller to respond in writing to a certified letter from the Escrow Agent within seven (7) calendar days of receipt, or failure by either Buyer or Seller to make written demand upon the other party and upon the Escrow Agent for return or forfeiture of the Earnest Money Deposit, other escrowed funds or documents within seven (7) calendar days after receiving written notice of cancellation of this Contract, shall constitute consent to the distribution of all funds and documents deposited with the Escrow Agent as suggested in any such certified letter or written demand. If a dispute arises over the disposition of funds or documents deposited with the Escrow Agent that results in litigation, any attorney's fees, court costs and other legal expenses incurred by the Escrow Agent in connection with such dispute shall be reimbursed from the Earnest Money Deposit or from other funds deposited with the Escrow Agent. Seller and Buyer release all brokers and licensees from any and all liability in regards to this Contract, for cancellation of this Contract and disbursing the Earnest Money Deposit or other escrowed funds or documents.

19. ENTIRE AGREEMENT AND MANNER OF MODIFICATION: This Contract, and any attachments or addenda hereto, constitute the complete agreement of the parties concerning the Property, supersede all other agreements and may be modified only by initialing changes in this Contract or by written agreement.

20. NOTICES: All notices, consents, approvals, requests, waivers, objections or other communications (collectively "notices") required under this Contract (except notice given pursuant to the paragraph entitled "DISPOSITION OF EARNEST MONEY DEPOSIT AND OTHER FUNDS AND DOCUMENTS" in this Contract) shall be in writing and shall be served by hand delivery, by prepaid U. S. Postal Service certified mail, return receipt requested, or by reputable overnight delivery service guaranteeing next-day delivery and providing a receipt. All notices shall be addressed to the parties at the respective addresses as set forth below, except that any party may, by notice in the manner provided above, change this address for all subsequent notices. Notices shall be deemed served and received upon the earlier of the third day following the date of mailing (in the case of notices mailed by certified mail) or upon delivery (in all other cases). A party's failure or refusal to accept service of a notice shall constitute delivery of the notice.

DEADLINE FOR ACCEPTANCE: Buyer's offer to purchase the Property from Seller shall expire if Seller has not accepted this Contract by signing and delivering a fully executed copy to Buyer on or before the earlier of (i) _____ or unless otherwise agreed to by the buyer and seller, or (ii) Buyer delivering written notice to Seller that Buyer's offer to enter into this Contract is withdrawn.

21. TIME AND EXACT PERFORMANCE ARE OF THE ESSENCE UNDER THIS CONTRACT.

22. ADDENDA: The following Addenda (riders, supplements, etc.) are attached hereto and are a part of this Contract **(Check Those Which Are Applicable):**

- Exhibit A (Legal Description)
- Commercial Agency & Brokerage Disclosure Addendum
- Other Seller Disclosure Addendum
- Other In its Present Condition Addendum
- Other _____
- Other _____

23. ADDITIONAL TERMS AND CONDITIONS:

Property Includes pews, currently in church and other contents left by sellers, the outside shed and outbuilding.
 Property does NOT include the projection & sound system which may be removed prior to closing by Seller.
 This offer is contingent and subject to inspections mentioned herein and Buyer accepting in present condition with the guidelines of the "In Its Present Condition Addendum" also attached.

Buyer and Seller acknowledge that the other may undertake and Internal Revenue Code Section 1-31 tax deferred exchange of their interest in all or any portion of the Property. Both parties' rights and obligations under this Agreement may be assigned to facilitate such exchange(s). Each party agrees to cooperate with the other party and any assignee of the other party to enable that party to qualify for such exchange(s); provided that such cooperation shall not require the party to incur any additional costs or liability and the party shall be able to realize all intended benefits of this agreement.

The parties agree that all documents bearing signatures, initials or other marks of acknowledgement by Buyer, Seller and/or agent relating to the property transaction contemplated under this Agreement, including offers, counteroffers, and acceptances: (i) may be transmitted electronically, and/or may use digital signature technology which is compliant with the state UETA and/or federal E-SIGN requirements, and (ii) that digital signatures as well as electronic copies of manual signatures, whether scanned digital, photograph, facsimile or other means of image reproduction, shall be treated in all respects as originals, and (iii) that if requested the undersigned will submit an original or copy thereof to their agents.

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. THE PARTIES EXECUTING THIS CONTRACT REPRESENT AND WARRANT THAT THEY ARE LEGALLY AUTHORIZED TO EXECUTE THIS CONTRACT.

All parties agree that this transaction can be conducted by electronic means, including email, according to the Uniform Electronic Transaction Act as adopted in Kansas and Missouri.

SELLER:

X By: Benny Choate 6-2-23
Date

Name & Title: _____

By: _____
Date

Name & Title: _____

Address: _____
Street

City _____ State _____ Zip _____

Telephone #: _____

TAX ID #: _____

BUYER:

By: Mona Lisa Brown
Date dotloop verified
06/01/23 9:53 AM CDT
9FCS-8XNH-CVRN-Q8G7

Name & Title: Mona Lisa Brown

By: _____
Date

Name & Title: _____

Address: _____
Street

City _____ State _____ Zip _____

Telephone #: 417-321-3109

TAX ID #: _____

FOR INFORMATION ONLY—NOT PARTIES TO THE CONTRACT

Listing Broker:	<u>Brian Jones, Jones Heritage Realtors</u>	Telephone #:	<u>620-231-6800</u>
Listing Agent:	<u>Teresa Wallen</u>	Telephone #:	<u>620-238-0993</u>
Selling Broker:	<u>Brian Jones, Jones Heritage Realtors</u>	Telephone #:	<u>620-231-6800</u>
Selling Agent:	<u>Teresa Wallen</u>	Telephone #:	<u>620-238-0993</u>
Escrow Agent:	<u>Crawford County Abstract</u>	Telephone #:	<u>620-231-7548</u>
Closing Agent:	<u>Crawford County Abstract</u>	Telephone #:	<u>620-231-7548</u>



IN ITS PRESENT CONDITION ADDENDUM

1 **SELLER:** Mulberry United Presbyterian Church

2 **BUYER:** Mona Lisa Brown

3 **PROPERTY:** 709 West Alfred Street, Mulberry, KS 66756

4

5 This addendum modifies the Inspections section of the Contract. The Property is being sold in its present condition,
 6 which includes all latent and patent defects and conditions. Except as herein expressly stated, SELLER makes no
 7 warranty, expressed or implied, including, without limitation, any implied warranty of merchantability or fitness for
 8 any particular purpose.

9

- 10 1. BUYER is entitled to conduct inspections as outlined in the Inspections Paragraph of the Contract.
 11 SELLER will make no repairs and/or treatments.
 12 BUYER will have the right to cancel the Contract, during the Inspection Period, if the results of the
 13 inspections are unsatisfactory.
 14 BUYER waives any right to renegotiate. There is no Inspection Renegotiation Period pursuant to the
 15 inspection provisions in the Contract.
- 16
- 17 2. BUYER is entitled to conduct inspections for informational purposes ONLY.
 18 SELLER will make no repairs and/or treatments.
 19 BUYER waives any right to cancel the Contract pursuant to the inspection provisions in the Contract.
 20 BUYER waives any right to renegotiate. There is no Inspection Renegotiation Period pursuant to the
 21 inspection provisions in the Contract.
- 22
- 23 3. BUYER waives any right to conduct inspections as outlined in the Inspections Paragraph of the Contract.
 24 SELLER will make no repairs and/or treatments.
 25 BUYER waives any right to cancel or renegotiate pursuant to the inspection provisions in the Contract.
- 26

27 It is understood by all parties that the sale of the Property in its present condition does not relieve the SELLER of the
 28 obligation to disclose all material facts of which SELLER has knowledge relating to the condition of the Property.

29

30 BUYER is advised that various professional inspection are available and advisable. BUYER's waiver of any right to
 31 inspection is the BUYER'S decision alone. All Parties indemnify and hold harmless SELLER, BROKER, and
 32 BROKER'S affiliated licensees, agents and employees from any liability or obligation resulting from or in connection
 33 with this decision.

34

35 SELLER understands and agrees that the Property will be delivered to the BUYER in the same condition and state
 36 of repair as at the time of agreement and SELLER is still responsible to care for the Property through the
 37 Possession Date as outlined in the Condition, Maintenance and Inspections of the Property section of the
 38 Residential Real Estate Sale Contract.

39

40

41 Benny Chate 6-2-23

42 SELLER DATE

41 Mona Lisa Brown

42 BUYER DATE

dotloop verified
06/01/23 9:53 AM CDT
M6RP-U56N-SJTT-ZAYK

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46 SELLER DATE

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46 BUYER DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised August 2022. All previous versions of this document may no longer be valid. Copyright January 2023.



LEAD BASED PAINT DISCLOSURE ADDENDUM

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

1 **SELLER:** _____ Mulberry United Presbyterian Church

2
3 **PROPERTY:** _____ 709 West Alfred Street, Mulberry, KS 66756

4
5 **Lead Warning Statement:**

6 *Every purchaser of any interest in residential real property on which a residential dwelling was built*
7 *prior to 1978 is notified that such property may present exposure to lead from lead-based paint that*
8 *may place young children at risk of developing lead poisoning. Lead poisoning in young children*
9 *may produce permanent neurological damage, including learning disabilities, reduced intelligence*
10 *quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk*
11 *to pregnant women. The seller of any interest in residential real property is required to provide the*
12 *buyer with any information on lead-based paint hazards from risk assessments or inspections in the*
13 *seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment*
14 *or inspection for possible lead-based paint hazards is recommended prior to purchase.*

15
16 **Seller's Disclosure (Initial applicable lines)**

- 17 a. **PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED**
18 **PAINT HAZARDS: (check one below)**
19 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
20
21 Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

- 22
23 b. **RECORDS AND REPORTS AVAILABLE TO THE SELLER:**
24 **(check one below)**
25 Seller has provided the Buyer with all available records and reports pertaining to lead-based
26 paint and/or lead-based paint hazards in the housing (list documents below).
27
28 Seller has no reports or records pertaining to lead-based paint and/or lead-based
29 paint hazards in the housing.

30
31 **Buyer's Acknowledgment (Initial applicable lines)**

32 c. **BUYER HAS RECEIVED COPIES OF ALL INFORMATION LISTED**
33 **ABOVE**

34 d. **BUYER HAS RECEIVED THE PAMPHLET**
35 **"Protect Your Family from Lead in Your Home"**

36 e. **BUYER HAS: (Check one below)**
37 Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment
38 or inspection for the presence of lead-based paint or lead-based paint hazards; or
39 Waived the opportunity to conduct a risk assessment or inspection for the presence of
40 lead-based paint and/or lead-based paint hazards.

MLB
06/01/23
9:53 AM CDT
dotloop verified

41 **Licensee's Acknowledgment: (initial)**

42 f. Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852 and
43 is aware of his/her responsibility to ensure compliance.

44 **Certification of Accuracy**

45 The following parties have reviewed the information above and certify, to the best of their knowledge, the
46 information they have provided is true and accurate.
47

48
49 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**
50 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
51 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**
52

53
54 *Benny Choate -* 5/02/23
55 SELLER DATE

Mona Lisa Brown dotloop verified
06/01/23 9:53 AM CDT
V7UX-U6KZ-0NXO-CMZJ
56 BUYER DATE

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59 SELLER DATE

BUYER DATE

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62 *Teresa Wallen* dotloop verified
05/05/23 3:12 PM CDT
V6X-9UZR-H8Y7-CRL9
63 LICENSEE ASSISTING SELLER DATE

Teresa Wallen dotloop verified
06/01/23 9:10 AM CDT
UJT2-2IEZ-SQWJ-0XGD
LICENSEE ASSISTING BUYER DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 07/15. All previous versions of this document may no longer be valid. Copyright January 2023.



SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM (Residential)

1 SELLER (Indicate Marital Status): Presbyterian Church Mulberry United
2
3
4

5 PROPERTY: 709 W Alfred Mulberry, KS 66756
6

7 **1. NOTICE TO SELLER.**
8 Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if
9 space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any material
10 defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in civil liability
11 for damages. Non-occupant SELLERS are not relieved of this obligation. This disclosure statement is designed to
12 assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this information.
13

14 **2. NOTICE TO BUYER.**
15 This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not a substitute
16 for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any kind by SELLER or a
17 warranty or representation by the Broker(s) or their licensees.
18

19 **3. OCCUPANCY.**
20 Approximate age of Property? 71-72 yrs How long have you owned? 71-72 yrs
21 Does SELLER currently occupy the Property? Yes No
22 If "No", how long has it been since SELLER occupied the Property? _____ years/months
23

24 SELLER has never occupied the Property. SELLER to answer all questions to the best of SELLER'S knowledge.
25

26 **4. TYPE OF CONSTRUCTION.** Manufactured Modular Conventional/Wood Frame
27 Mobile Other
28
29

- 30 **5. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH SELLER'S LAND**
31 **DISCLOSURE ALSO.) ARE YOU AWARE OF:**
32 a. Any fill or expansive soil on the Property? Yes No
33 b. Any sliding, settling, earth movement, upheaval or earth stability problems
34 on the Property? Yes No
35 c. The Property or any portion thereof being located in a flood zone, wetlands
36 area or proposed to be located in such as designated by FEMA which
37 requires flood insurance? Yes No
38 d. Any drainage or flood problems on the Property or adjacent properties? Yes No
39 e. Any flood insurance premiums that you pay? Yes No
40 f. Any need for flood insurance on the Property? Yes No
41 g. Any boundaries of the Property being marked in any way? Yes No
42 h. The Property having had a stake survey? Yes No
43 i. Any encroachments, boundary line disputes, or non-utility easements
44 affecting the Property? Yes No
45 j. Any fencing on the Property? Yes No
46 If "Yes", does fencing belong to the Property? Yes No
47 k. Any diseased, dead, or damaged trees or shrubs on the Property? N/A Yes No
48 l. Any gas/oil wells, lines or storage facilities on Property or adjacent property? Yes No
49 m. Any oil/gas leases, mineral, or water rights tied to the Property? Yes No
50

51 If any of the answers in this section are "Yes", explain in detail or attach other
52 documentation:
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54

55 SELLER Initials SELLER Initials BUYER Initials BUYER Initials

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6. ROOF.

- a. Approximate Age: 4 years Unknown Type: Metal
- b. Have there been any problems with the roof, flashing or rain gutters? Yes No
If "Yes", what was the date of the occurrence?
- c. Have there been any repairs to the roof, flashing or rain gutters? Yes No
Date of and company performing such repairs
- d. Has there been any roof replacement? Yes No
If "Yes", was it: Complete or Partial
- e. What is the number of layers currently in place? metal layers or Unknown.

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation:

Roof Replaced with metal approx - 4 years ago

7. INFESTATION. ARE YOU AWARE OF:

- a. Any termites, wood destroying insects, or other pests on the Property? Yes No
- b. Any damage to the Property by termites, wood destroying insects or other pests? Yes No
- c. Any termite, wood destroying insects or other pest control treatments on the Property in the last five (5) years? Yes No
If "Yes", list company, when and where treated
- d. Any current warranty, bait stations or other treatment coverage by a licensed pest control company on the Property? Yes No
If "Yes", the annual cost of service renewal is \$ _____ and the time remaining on the service contract is _____
(Check one) The treatment system stays with the Property or the treatment system is subject to removal by the treatment company if annual service fee is not paid.

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation:

8. STRUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS. ARE YOU AWARE OF:

- a. Any movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab? Yes No
- b. Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage? Yes No
- c. Any corrective action taken including, but not limited to piercing or bracing? Yes No
- d. Any water leakage or dampness in the house, crawl space or basement? Yes No
- e. Any dry rot, wood rot or similar conditions on the wood of the Property? Yes No
- f. Any problems with windows or exterior doors? Yes No
- g. Any problems with driveways, patios, decks, fences or retaining walls on the Property? Yes No
- h. Any problems with fireplace including, but not limited to firebox, chimney, chimney cap and/or gas line? N/A Yes No
Date of any repairs, inspection(s) or cleaning?
Date of last use?
- i. Does the Property have a sump pump? Yes No
If "Yes", location:
- j. Any repairs or other attempts to control the cause or effect of any problem described above? ... Yes No

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation:

west wall in Sanctuary are cracked in corners
the northwest corner of fellowship hall has a hole in ~~the~~ floor where cabinet is
the south accordion door is broke.
carpet was wet in west side of kitchen area - ?

bc
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9. ADDITIONS AND/OR REMODELING.

- a. Are you aware of any additions, structural changes, or other material alterations to the Property? Yes No
If "Yes", explain in detail:
- b. If "Yes", were all necessary permits and approvals obtained, and was all work in compliance with building codes? N/A Yes No
If "No", explain in detail:

10. PLUMBING RELATED ITEMS.

- a. What is the drinking water source? Public Private Well Cistern Other:
If well water, state type _____ depth _____ diameter _____ age _____
- b. If the drinking water source is a well, has water been tested for safety? N/A Yes No
If "Yes", when was the water last checked for safety? _____ (attach test results)
- c. Is there a water softener on the Property? Yes No
If "Yes", is it: Leased Owned?
- d. Is there a water purifier system? Yes No
If "Yes", is it: Leased Owned?
- e. What type of sewage system serves the Property? Public Sewer Private Sewer
 Septic System, Number of Tanks _____ Cesspool Lagoon Other _____
- f. Approximate location of septic tank and/or absorption field:
- g. The location of the sewer line clean out trap is:
- h. Is there a sewage pump on the septic system? N/A Yes No
- i. Is there a grinder pump system? Yes No
- j. If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? _____ By whom? _____
- k. Is there a sprinkler system? Yes No
Does sprinkler system cover full yard and landscaped areas? N/A Yes No
If "No", explain in detail:
- l. Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage related systems? Yes No
- m. Type of plumbing material currently used in the Property:
 Copper Galvanized PVC PEX Other _____
The location of the main water shut-off is: west side of building
- n. Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? N/A Yes No

If your answer to (l) in this section is "Yes", explain in detail or attach available documentation:

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11. HEATING AND AIR CONDITIONING.

a. Does the Property have air conditioning? 1 unit Yes No

Central Electric Central Gas Heat Pump Window Unit(s)
Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
? ? west side 2-20-23 CPL

b. Does the Property have heating systems? Yes No

Electric Fuel Oil Natural Gas Heat Pump Propane
 Fuel Tank Other
Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
? ? west side 2-20-23 CDL

c. Are there rooms without heat or air conditioning? Yes No

If "Yes", which room(s)? Fellowship hall Kitchen + Bathrooms

d. Does the Property have a water heater? Yes No

Electric Gas Solar Tankless
Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By Whom?
1. 7 10 years ? ?
2. ? ?

e. Are you aware of any problems regarding these items? Yes No

If "Yes", explain in detail:
Unit on East side of Church not working

12. ELECTRICAL SYSTEM.

a. Type of material used: Copper Aluminum Unknown

b. Type of electrical panel(s): Breaker Fuse
Location of electrical panel(s): Kitchen
Size of electrical panel(s) (total amps), if known: Kitchen

c. Are you aware of any problem with the electrical system? Yes No

If "Yes", explain in detail:
[Empty box]

13. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:

- a. Any underground tanks on the Property? Yes No
- b. Any landfill on the Property? Yes No
- c. Any toxic substances on the Property (e.g. tires, batteries, etc.)? Yes No
- d. Any contamination with radioactive or other hazardous material? Yes No
- e. Any testing for any of the above-listed items on the Property? Yes No
- f. Any professional testing/mitigation for radon on the Property? Yes No
- g. Any professional testing/mitigation for mold on the Property? Yes No
- h. Any other environmental issues? Yes No
- i. Any controlled substances ever manufactured on the Property? Yes No
- j. Any methamphetamine ever manufactured on the Property? Yes No

(In Missouri, a separate disclosure is required if methamphetamine or other controlled substances have been produced on the Property, or if any resident of the Property has been convicted of the production of a controlled substance.)

If any of the answers in this section are "Yes", explain in detail or attach test results and other documentation:

[Empty box for documentation]

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14. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:

- a. The Property located outside of city limits? Yes No
- b. Any current/pending bonds, assessments, or special taxes that apply to Property? Yes No
If "Yes", what is the amount? \$ Yes No
- c. Any condition or proposed change in your neighborhood or surrounding area or having received any notice of such? Yes No
- d. Any defect, damage, proposed change or problem with any common elements or common areas? Yes No
- e. Any condition or claim which may result in any change to assessments or fees? Yes No
- f. Any streets that are privately owned? Yes No
- g. The Property being in a historic, conservation or special review district that requires any alterations or improvements to the Property be approved by a board or commission? Yes No
- h. The Property being subject to tax abatement? Yes No
- i. The Property being subject to a right of first refusal? Yes No
If "Yes", number of days required for notice: Yes No
- j. The Property being subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions? Yes No
- k. Any violations of such covenants and restrictions? N/A Yes No
- l. The Homeowner's Association imposing its own transfer fee and/or initiation fee when the Property is sold? N/A Yes No
If "Yes", what is the amount? \$ N/A Yes No
- m. The Property being subject to a Homeowners Association fee? Yes No
If "Yes", Homeowner's Association dues are paid in full until _____ in the amount of \$ _____ payable yearly semi-annually monthly quarterly, sent to: _____

and such includes:

Homeowner's Association/Management Company contact name, phone number, website, or email address:

- n. The Property being subject to a secondary Master Community Homeowners Association fee? ... Yes No

If any of the answers in this section are "Yes" (except m), explain in detail or attach other documentation:

15. PREVIOUS INSPECTION REPORTS.

- Has Property been inspected in the last twelve (12) months? Yes No
- If "Yes", a copy of inspection report(s) are available upon request.

16. OTHER MATTERS. ARE YOU AWARE OF:

- a. Any of the following?
 - Party walls Common areas Easement Driveways
- b. Any fire damage to the Property? Yes No
- c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? *See preliminary* Yes No
- d. Any violations of laws or regulations affecting the Property? Yes No
- e. Any other conditions that may materially affect the value or desirability of the Property? Yes No
- f. Any other condition, including but not limited to financial, that may prevent you from completing the sale of the Property? Yes No
- g. Any animals or pets residing in the Property during your ownership? Yes No
- h. Any general stains or pet stains to the carpet, the flooring or sub-flooring? Yes No
- i. Missing keys for any exterior doors, including garage doors to the Property? Yes No
List locks without keys
- j. Any violations of zoning, setbacks or restrictions, or non-conforming uses? Yes No
- k. Any unrecorded interests affecting the Property? *See preliminary* Yes No
- l. Anything that would interfere with giving clear title to the BUYER? *See preliminary* Yes No

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- m. Any existing or threatened legal action pertaining to the Property? Yes No
- n. Any litigation or settlement pertaining to the Property? Yes No
- o. Any added insulation since you have owned the Property? Yes No
- p. Having replaced any appliances that remain with the Property in the past five (5) years? Yes No
- q. Any transferable warranties on the Property or any of its components? Yes No
- r. Having made any insurance or other claims pertaining to the Property in the past five (5) years? Yes No
- s. If "Yes", were repairs from claim(s) completed? Roof Yes No
- t. Any use of synthetic stucco on the Property? N/A Yes No

If any of the answers in this section are "Yes", explain in detail:

Approximate 4 years on new metal roof.

17. UTILITIES. Identify the name and phone number for utilities listed below.

Electric Company Name: Mulberry City Utilities Phone # _____

Gas Company Name: " Phone # _____

Water Company Name: " Phone # _____

Trash Company Name: " Phone # _____

Other: None Phone # _____

Other: _____ Phone # _____

18. ELECTRONIC SYSTEMS AND COMPONENTS.

Any technology or systems staying with the Property? N/A Yes No

If "Yes" list:
Upon Closing SELLER will provide BUYER with codes and passwords, or items will be reset to factory settings.

19. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS).

The Residential Real Estate Sale Contract, including this paragraph of the residential Seller's Disclosure and Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other promotional material, provides for what is included in the sale of the Property. Items listed in the "Additional Inclusions" or "Exclusions" in Subparagraphs 1b and 1c of the Contract supersede the Seller's Disclosure and the pre-printed list in Paragraph 1 of the Contract. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller's Disclosure and the pre-printed list govern what is or is not included in this sale. If there are differences between the Seller's Disclosure and the Paragraph 1 list, the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the "Additional Inclusions" and/or the "Exclusions" in Paragraph 1b and/or 1c, all existing improvements on the Property (if any) and appurtenances, fixtures and equipment (which seller agrees to own free and clear), whether buried, nailed, bolted, screwed, glued or otherwise permanently attached to Property are expected to remain with Property, including, but not limited to:

- Attached shelves, racks, towel bars
- Attached lighting
- Attached floor coverings
- Bathroom vanity mirrors, attached or hung
- Fences (including pet systems)
- Fireplace grates, screens, glass doors
- Mounted entertainment brackets
- Plumbing equipment and fixtures
- Storm windows, doors, screens
- Window blinds, curtains, coverings and window mounting components

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Fill in all blanks using one of the abbreviations listed below.

"OS" = Operating and Staying with the Property (any item that is performing its intended function).
"EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable Condition.

"NA" = Not applicable (any item not present).

"NS" = Not staying with the Property (item should be identified as "NS" below.)

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- 330 OS Air Conditioning Window Units, # _____
- 331 OS Air Conditioning Central System _____
- 332 OS Attic Fan _____
- 333 OS Ceiling Fan(s), # _____
- 334 OS Central Vac and Attachments _____
- 335 OS Closet Systems _____
- 336 Location _____
- 337 NA Doorbell _____
- 338 NA Electric Air Cleaner or Purifier _____
- 339 NA Electric Car Charging Equipment _____
- 340 OS Exhaust Fan(s) - Baths _____
- 341 OS Fences -- Invisible & Controls _____
- 342 Fireplace(s), #, NA
Location #1 _____ Location #2 _____
- 343 NA Chimney _____ Chimney _____
- 344 NA Gas Logs _____ Gas Logs _____
- 345 NA Gas Starter _____ Gas Starter _____
- 346 NA Heat Re-circulator _____ Heat Re-circulator _____
- 347 NA Insert _____ Insert _____
- 348 NA Wood Burning Stove _____ Wood Burning Stove _____
- 349 Other _____
- 350 NA Fountain(s) _____
- 351 NA Furnace/Heat Pump/Other Heating System _____
- 352 NA Garage Door Keyless Entry _____
- 353 NA Garage Door Opener(s), # _____
- 354 NA Garage Door Transmitter(s), # _____
- 355 NA Gas Yard Light _____
- 356 NA Humidifier _____
- 357 NA Intercom _____
- 358 NA Jetted Tub _____
- 359 KITCHEN APPLIANCES
- 360 Cooking Unit
- 361 NA Stove/Range _____
Elec. _____ Gas _____ Convection _____
- 362 NA Built-in Oven _____
Elec. _____ Gas _____ Convection _____
- 363 Cooktop _____ Elec. _____ Gas _____
- 364 NA Microwave Oven _____
- 365 NA Dishwasher _____
- 366 NA Disposal _____
- 367 NA Freezer _____
- 368 Location _____
- 369 NA Refrigerator (#1) _____
- 370 Location _____
- 371 NA Refrigerator (#2) _____
- 372 Location _____
- 373 NA Trash Compactor _____
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- NA Laundry - Washer _____
- NA Laundry - Dryer _____
Elec. _____ Gas _____
- MOUNTED ENTERTAINMENT EQUIPMENT
- NA Item #1 TV/CD/DVD-Player/Blu-ray _____
- Location _____
- Item #2 _____
- Location _____
- Item #3 _____
- Location _____
- Item #4 _____
- Location _____
- Item #5 _____
- Location _____
- NA Outside Cooking Unit _____
- NA Propane Tank _____
Owned _____ Leased _____
- Security System _____
Owned _____ Leased _____
- NA Smoke/Fire Detector(s), # _____
- NA Shed(s), # _____
- NA Spa/Hot Tub _____
- NA Spa/Sauna _____
- NA Spa Equipment _____
- NA Sprinkler System Auto Timer _____
- NA Sprinkler System Back Flow Valve _____
- NA Sprinkler System (Components & Controls) _____
- NA Statuary/Yard Art _____
- NA Swing set/Playset _____
- NA Sump Pump(s), # _____
- NA Swimming Pool (Swimming Pool Rider Attached) _____
- NA Swimming Pool Heater _____
- NA Swimming Pool Equipment _____
- NA TV Antenna/Receiver/Satellite Dish _____
Owned _____ Leased _____
- OS Water Heater(s) _____
- NA Water Softener and/or Purifier _____
Owned _____ Leased _____
- NA Boat Dock, ID # _____
- NA Camera-Surveillance Equipment _____
- NA Generator _____
- NA Other _____
- Other _____
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- Other _____

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377 Disclose any material information and describe any significant repairs, improvements or alterations to the Property not
378 fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports,
379 invoices, notices, or other documents describing or referring to the matters revealed herein.
380

381 *None*

384 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing
385 Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or
386 guarantee of any kind. SELLER hereby authorizes the Licensee assisting SELLER to provide this information to
387 prospective BUYER of the Property and to real estate brokers and licensees. SELLER will promptly notify Licensee
388 assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and Licensee
389 assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes. (SELLER
390 and BUYER initial and date any changes and/or attach a list of additional changes, if attached, # of
391 pages).
392

393 CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS
394 DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.
395 IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.
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400 *Beryl Chate* 5/02/23
401 SELLER DATE SELLER DATE
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403 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

- 405 1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge
406 and SELLER need only make an honest effort at fully revealing the information requested.
407 2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or licensees
408 concerning the condition or value of the Property.
409 3. I agree to verify any of the above information, and any other important information provided by SELLER or Broker(s)
410 (including any information obtained through the Multiple Listing Service) by an independent investigation of my own
411 I have been specifically advised to have Property examined by professional inspectors.
412 4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in Property.
413 I specifically represent there are no important representations concerning the condition or value of Property made
414 by SELLER or Broker(s) on which I am relying except as may be fully set forth in writing and signed by them.
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417 *Mona Lisa Brown* dotloop verified 06/01/23 9:53 AM CDT EYD2-ILO7-3YWK-NTQR
418 SELLER DATE BUYER DATE
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Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of the Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this contract be made. Last revised 10/21. All previous versions of this document may no longer be valid. Copyright January 2023



COMMERCIAL AGENCY AND BROKERAGE DISCLOSURE ADDENDUM

SELLER/LANDLORD: Mulberry United Presbyterian Church

BUYER/TENANT: Mona Lisa Brown

PROPERTY ADDRESS: 709 West Alfred Street Mulberry Crawford County KS 66756
Street Address City County State Zip

THE FOLLOWING DISCLOSURE IS MADE IN COMPLIANCE WITH MISSOURI AND KANSAS REAL ESTATE LAWS AND RULES AND REGULATIONS. APPLICABLE SECTIONS BELOW MUST BE CHECKED, COMPLETED, SIGNED AND DATED FOR BOTH SELLER AND BUYER

Seller/Landlord and Buyer/Tenant acknowledge that the real estate Licensee involved in this transaction may be acting as agents of the Seller/Landlord, agents of the Buyer/Tenant, Transaction Brokers or *(in Missouri only)* Disclosed Dual Agents. LICENSEES ACTING AS AN AGENT OF THE SELLER/LANDLORD HAVE A DUTY TO REPRESENT THE SELLER'S/LANDLORD'S INTEREST AND WILL NOT BE THE AGENT OF THE BUYER/TENANT. INFORMATION GIVEN BY THE BUYER/TENANT TO A LICENSEE ACTING AS AN AGENT OF THE SELLER/LANDLORD WILL BE DISCLOSED TO THE SELLER/LANDLORD. LICENSEES ACTING AS AN AGENT OF THE BUYER/TENANT HAVE A DUTY TO REPRESENT THE BUYER'S/TENANT'S INTEREST AND WILL NOT BE AN AGENT OF THE SELLER/LANDLORD. INFORMATION GIVEN BY THE SELLER/LANDLORD TO A LICENSEE ACTING AS AN AGENT OF THE BUYER/TENANT WILL BE DISCLOSED TO THE BUYER/TENANT. LICENSEES ACTING IN THE CAPACITY OF A TRANSACTION BROKER ARE NOT AGENTS FOR EITHER PARTY AND DO NOT ADVOCATE THE INTERESTS OF EITHER PARTY. LICENSEES ACTING AS DISCLOSED DUAL AGENTS ARE ACTING AS AGENTS FOR BOTH THE SELLER/LANDLORD AND THE BUYER/TENANT. (Note: A separate Dual Agency Disclosure Addendum is required). SELLER/LANDLORD AND BUYER/TENANT HEREBY ACKNOWLEDGE THAT THE BROKERAGE RELATIONSHIPS WERE DISCLOSED TO THEM OR THEIR RESPECTIVE AGENTS AND/OR TRANSACTION BROKERS NO LATER THAN THE FIRST SHOWING, UPON FIRST CONTACT, OR IMMEDIATELY UPON THE OCCURRENCE OF ANY CHANGE TO THAT RELATIONSHIP.

Licensee Assisting Seller/Landlord is acting as: (Check applicable)

- Seller's/Landlord's Agent
- Designated Seller's/Landlord's Agent (Supervising Broker acts as Transaction Broker)
- Transaction Broker
- Disclosed Dual Agent *(Missouri only-Disclosed Dual Agency Addendum is required)*
- N/A-Seller(s) is not represented
- Sub Agent

Licensee Assisting Buyer/Tenant is acting as: (Check applicable)

- Seller's/Landlord's Agent
- Buyer's/Tenant's Agent
- Designated Seller's/Landlord's Agent (Supervising Broker acts as Transaction Broker)
- Designated Buyer's/Tenant's Agent (Supervising Broker acts as Transaction Broker)
- Transaction Broker
- Disclosed Dual Agent *(Missouri only-Disclosed Dual Agency Addendum is required)*
- N/A, Buyer(s) is not represented
- Sub Agent

PAYMENT OF COMMISSION: All licensees(s) indicated above will be paid a commission at closing of the sale of the property as follows: (check applicable paragraph)

- Seller/Landlord to Pay all Licensees.** All Licensees(s) will be paid from the Seller's funds at closing according to the terms of the Listing or other Commission Agreement.
- Buyer/Tenant to Pay Buyer's Agent.** Seller/Landlord's Licensee, if any, will be paid from the Seller's funds at closing according to the terms of the Listing Agreement. Buyer/Tenant's Agent will be paid from the Buyer's funds according to the terms of the Buyer/Tenant Agency Agreement.

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. THE PARTIES EXECUTING THIS CONTRACT REPRESENT AND WARRANT THAT THEY ARE LEGALLY AUTHORIZED TO DO SO. Licensees hereby certify that they are licensed to sell real estate in the state in which the Property is located.

X <u>Berry Choate</u> <u>6-2-23</u> SELLER/LANDLORD DATE	<u>Mona Lisa Brown</u> BUYER/TENANT DATE
_____ SELLER/LANDLORD DATE	_____ BUYER/TENANT DATE
<u>Teresa Wallen</u> LICENSEE ASSISTING SELLER/LANDLORD DATE	<u>Teresa Wallen</u> LICENSEE ASSISTING BUYER/TENANT DATE