



RESOLUTION OF UNACCEPTABLE CONDITIONS AMENDMENT

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

2 **BUYER:** _____ Mona Lisa Brown _____

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

4 **EFFECTIVE DATE OF CONTRACT:** _____ 06/02/2023 _____

5 **THE AGREEMENT(S) SET FORTH IN THIS AMENDMENT CONSTITUTE THE ENTIRE AGREEMENT BETWEEN**
6 **THE BUYER AND SELLER WITH RESPECT TO RESOLUTION OF THE UNACCEPTABLE CONDITIONS**
7 **IDENTIFIED BELOW. Except for the changes noted below, all of the other provisions of the Contract shall remain in**
8 **full effect.**

9
10 **Check applicable paragraph(s) below.**

11 **1. CORRECTION OF UNACCEPTABLE CONDITIONS.**
12 SELLER acknowledges receipt of BUYER'S Inspection Notice and BUYER'S inspection report(s), and agrees to
13 make the repairs as indicated below in a workmanlike manner using good-quality materials. Repairs will be
14 completed prior to Closing unless agreed to in writing and approved by Lender(s), if any.
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17 **SELLER AGREES TO CORRECT THE FOLLOWING UNACCEPTABLE CONDITIONS:**

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30 Attach additional pages if necessary. The _____ additional pages, if any, are an integral part of this Agreement.

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32 **2. ADJUSTMENTS IN PRICE AND/OR TERMS. (These options may require the prior approval of**
33 **BUYER'S Lender(s) and have the potential to delay Closing due to federal regulation.**

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35 **a. PURCHASE PRICE** is changed to \$ _____ 35,000.00 _____.

36
37 **b. CREDIT TOWARD ALLOWABLE CLOSING COSTS/PREPAID EXPENSES.** SELLER agrees to pay
38 additional BUYER'S closing costs and/or prepaid expenses as permitted by BUYER'S Lender(s) of
39 \$ _____ plus any amounts previously agreed to for a total amount not to exceed
40 \$ _____ (total to be paid). **BUYER and SELLER acknowledge the allowable costs may be**
41 **more or less than the total amount agreed to above.**

SELLER SELLER

Initials **SELLER and BUYER acknowledge they have read this page** Initials

BUYER BUYER
06/19/23
dotloop verified

42 **PAYMENT FOR CORRECTIVE MEASURES.** If payment for the foregoing corrective measures is not to be made
43 directly out of escrow, SELLER agrees to provide proof of payment prior to Closing. BUYER may, prior to Closing,
44 inspect any corrective actions taken by SELLER. SELLER and BUYER acknowledge neither BUYER'S nor
45 SELLER'S agents or brokers are responsible for completion of or payment for any corrective measures which
46 SELLER has agreed to make above.

47
48 **REMAINING UNCORRECTED UNACCEPTABLE CONDITIONS.** Any unacceptable conditions previously identified
49 in BUYER'S offer to renegotiate or in any inspection report accompanying BUYER'S offer to renegotiate **which the**
50 **SELLER has not agreed to correct in this Amendment WILL NOT BE CORRECTED** and BUYER agrees to accept
51 them in their present condition without any corrective action taken or payment thereof. SELLER and Licensees
52 assisting in the sale of the Property are released from any further obligation or liability related to the condition of the
53 Property.

54
55 **ANY OF THE FOLLOWING EXECUTED AND DELIVERED TO THE OTHER PARTY OR OTHER PARTY'S AGENT**
56 **PRIOR TO THE EXPIRATION OF THE RENEGOTIATION PERIOD WILL CONSTITUTE AN AGREEMENT:**

- 57
58 1. SELLER'S signature agreeing to do everything requested by BUYER on the original Resolution of
59 Unacceptable Conditions Amendment attached to Inspection Notice; or
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61 2. A Resolution of Unacceptable Conditions Amendment signed by BUYER and SELLER resolving the
62 Unacceptable Conditions; or
63
64 3. BUYER'S signature accepting the Property in its present condition without correction of any Unacceptable
65 Conditions.

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67 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS**
68 **DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
69 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

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	<i>Mona Lisa Brown</i>
SELLER	BUYER
DATE	DATE

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SELLER	BUYER
DATE	DATE

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79 BUYER AGREES TO ACCEPT PROPERTY IN ITS PRESENT CONDITION. BUYER initially desired to
80 renegotiate the Contract. No agreement has been reached. Therefore, BUYER now agrees to accept the
81 Property in its present condition without correction of, or other action by the SELLER with respect to the
82 Unacceptable Conditions, all of the other provisions of the Contract shall remain in full effect. (This election
83 does not require SELLER'S signature to be binding if delivered prior to the expiration of the Renegotiation
84 Period.)

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	DATE
BUYER	

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	DATE
BUYER	

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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 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 10/21. All previous versions of this document may no longer be valid. Copyright January 2023.