



Reserve Real Estate Auction  
Terms and Conditions

Address: 8381 Kansa Ln Udall KS 67146

The following terms and conditions form an integral part of the auction to be conducted by Sudduth Realty, Inc. on behalf of the Seller. The real estate offered for sale ("Property") at auction is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from Sudduth Realty, Inc. It is Bidder's obligation to familiarize themselves with the terms of the Auction, as bidding upon real estate at auction is final and irrevocable act. The terms of the Auction are not subject to change or negotiation after the fact. It is Bidder's responsibility to review all available printed materials and listen to the Auction announcements for updated or modified specifications, terms, or disclosures.

1. **DEFINITIONS.** Each capitalized term used in these Terms and Conditions shall have the meaning ascribed to such term herein. "Auction" shall refer to the public sale of the Property to be held on the Auction Date. "Seller" shall refer to the consignor of the Property. "Buyer" shall refer to the bidder offering the highest bid accepted by the Auctioneer for the Property. "Bidder" shall refer to any person or entity who has registered for or placed a bid at the Auction.
2. **CONSENT TO TERMS.** Registering for or bidding at the Auction will be deemed proof of Bidder's receipt of and agreement to be bound by these Terms and Conditions, any announcements made at the auction, and, if Bidder becomes the Buyer, the Contract for Purchase and Sale. Bidder further agrees and understands any announcements made during the Auction take precedence over anything previously stated or printed, including these Terms and Conditions.
3. **PROPERTY CONDITION.** The Property is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from Seller or Sudduth Realty, Inc., including, but not limited to, the following the condition of the Property; the Property's suitability for any or all activities or uses; the Property's compliance with any laws, rules, ordinances, regulation, or codes of any applicable government authority; the Property's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Property of any hazardous materials or substances; or any other matter concerning the Property. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Property prior to bidding.
4. **INSPECTIONS.** The Property is not offered contingent upon inspections. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including but not limited to the following; roof; structure, termite, environmental, survey, encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information, flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has been provided an opportunity to inspect the Property prior to the auction and that Bidder has either performed all desired inspection or accepts the risk of not having done so. Any information provided by Seller or Sudduth Realty, Inc. has been obtained from a variety of sources. Seller and Sudduth Realty, Inc. have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Property, Bidder is relying solely on Bidder's own investigation of the Property and not on any information provided or to be provided by Seller or Sudduth Realty, Inc.
5. **PERSONAL PROPERTY.** No personal property shall be conveyed with the Property unless specifically included in the Contract for Purchase and Sale.
6. **FINANCING CONTINGENCY.** The Property is being auctioned as a cash sale which is not contingent on Buyer's ability to obtain financing. It is Bidder's responsibility to ensure purchase money funds are in place prior to bidding at the Auction. Buyer's failure to close as a result of insufficient financing shall constitute a breach of contract.
7. **BIDDER REGISTRATION.** This Auction is for registered bidders only. Live Bidders MUST register their name, address, and telephone number with Sudduth Realty, along with a photo I.D. on or before the day of the Auction either in person or online.
8. **AUCTION PROCEDURE.** For purposes of the Auction, the Property will be offered in one parcel as identified in the Contract for Purchase and Sale. Bidder's bid constitutes an irrevocable offer to purchase the Property and Bidder may be bound by said offer. The final bid price shall be determined by competitive bidding. Bids remain open until the auctioneer declares the bidding closed. Should any dispute arise between Bidders, the Auctioneer shall have the right to make the final decision to either determine the successful Bidder or to re-sell the property that is in dispute. Auctioneer's sales records shall be conclusive in all respects. It is the responsibility of Bidder to make sure that Sudduth Realty is aware of Bidder's attempt to place a bid. Sudduth Realty disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. Sudduth Realty is not responsible for errors in bidding and Bidder releases and waives any claim against Sudduth Realty for bidding errors.
9. **BUYER'S PREMIUM.** A buyer's premium of 10% of the final bid price (\$1,500 minimum) will be added final bid price determine the total sales price ("Sales Price") for the Property.
10. **RESERVE AUCTION.** The Property shall be sold to the highest bidder, subject to a minimum bid or reserve price.
11. **EXECUTION OF CONTRACT.** Buyer must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of personal check, cashier's check, or immediately available certified funds in the amount set forth by Sudduth Realty. The balance of the Sales Price will be due in immediately available certified funds at closing on the specified closing date. Closing must occur within 30 days of the date of the Auction, or as otherwise agreed by Seller and Buyer.
12. **EARNEST MONEY DEPOSIT.** Upon completion of the Auction, Buyer shall deliver to Seller a non-refundable earnest money deposit equal to 10% of the sales Price.

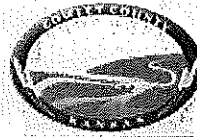


Reserve Real Estate Auction  
Terms and Conditions - Continued

- 13. **ASSIGNMENT.** No Bidder or Buyer may assign any of its rights or obligations under these Terms and Conditions, including their bid or obligation to purchase the Property, without the written consent of Seller and Sudduth Realty, Inc. In the event such written consent is provided, these Terms and Conditions are binding on Bidder and Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
- 14. **FAILURE BY BUYER.** If Buyer fails or refuses to execute the Contract for Purchase and Sale, at the sole discretion of Seller, these signed Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Buyer and Seller for the sale and purchase of the Property.
- 15. **ONLINE AUCTIONS/BIDS.** In the case of online bidding neither the company providing the software nor Sudduth Realty, Inc. shall be held responsible for any missed bid or the failure of the software to function properly for any reason. A winning online bidder is required to execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the amount set forth by Sudduth Realty, Inc. the next business day following the conclusion of the Auction. Such earnest money deposit must be in the form of wire transfer, cashier's check, or personal check with bank letter of guarantee. The closing time of an online auction shall automatically extend an additional 2 minutes whenever a bid is placed within the last 2 minutes of the scheduled closing time.
- 16. **BROKER/AGENT PARTICIPATION.** Real estate broker or agent participation is welcomed. Any brokers or agents must pre-register with Sudduth Realty, Inc. no later than 5p.m. 2 business days prior to auction date by completing the Broker Registration Form, available on SudduthRealty.com. If buyer has a buyer's broker have the buyer's broker register with Sudduth Realty in advance of registering online.
- 17. **CHOICE OF LAW.** These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.
- 18. **AUCTIONEER'S LIABILITY.** Sudduth Realty, Inc. is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will Sudduth Realty, Inc. be liable to Bidder for any damages arising out of or related to this Auction, The Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. Sudduth Realty, Inc. may not be held responsible for the correctness of any such representation or warranties or for the accuracy of the description of the Property. Neither Seller nor Sudduth Realty, Inc. including its employees and agents, will be liable for any damage or injury to any property or person at or upon the Property. Any person entering on the Property assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and Sudduth Realty, Inc. expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the Property, whether obvious or hidden. Seller and Sudduth Realty, Inc. are not responsible for any lost, stolen, or damaged property.
- 19. **AGENT OF SELLER.** The Auctioneer, Sudduth Realty, Inc. (and any appointed real estate agent, where applicable), is acting as a designated Seller's agent and not as an agent of the Buyer. The Buyer may be required to sign an Agency Agreement acknowledging that they are aware they are not receiving any representation.
- 20. **MEDIA RELEASE.** Bidder authorizes, and warrants that such Bidder has authority and consent to authorize, Sudduth Realty, Inc. to film, photograph, or otherwise record the voice or image of Bidder and any guest or minor accompanying Bidder at this Auction, and to use the films, photographs, recordings, or other information about the Auction, including the sales price of the Property, for promotional or other commercial purposes.
- 21. **REFUSAL OF SERVICE.** Sudduth Realty, Inc. may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law, and may further to refuse admittance to or expel anyone from the auction premises for interference with the Auction activities, nuisance, canvassing or any other reason deemed necessary by Sudduth Realty, Inc.
- 22. **FAIR HOUSING.** Sudduth Realty, Inc. is committed to compliance with all federal, state, and local fair housing laws, and will not discriminate against any person because of race, color, religion, national origin, sex, familial status, disability, or any other specific classes protected by applicable laws. Sudduth Realty, Inc. will allow reasonable accommodation or reasonable modification based upon a disability-related need.
- 23. **CONTACT INFORMATION.** Sudduth Realty, Inc. is committed to protecting your privacy and will only share personal information you provide with third parties for the purpose of improving our services or for providing notifications and marketing. You may opt out of any contact or notifications, or to have us remove your personal information by sending a request to our office at [office@sudduthrealty.com](mailto:office@sudduthrealty.com).

<small>Authentisign</small> <u>David K Inman</u>		<u>03/07/24</u>	
Seller	Date	Buyer	Date
_____	_____	_____	_____
Seller	Date	Buyer	Date





# COWLEY COUNTY

This database was last updated on 2/12/2024 at 5:36 AM

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## Parcel Details for 018-072-09-0-00-00-006.00-0

[View GIS Map](#) | [View Tax Detail](#)

Page 1 of 1



Owner Information		Property Address	
<b>Owner's Name:</b>	INMAN, MARY L REV TRUST	<b>Address:</b>	8381 Kansa Ln Udall, KS 67146
<b>Mailing:</b>	8381 Kansa Ln		

General Property Information		Deed Information	
<b>Property Class:</b>	Residential - R	<b>Document:</b>	
<b>Living Units:</b>	1	<b>Document Link:</b>	
<b>Zoning:</b>			
<b>Neighborhood:</b>	508 Cherokee Strip		

Neighborhood / Tract Information	
<b>Neighborhood:</b>	508 Cherokee Strip Block: 1 Lot: 6
<b>Tract:</b>	Section: 09 Township: 31 Range: 03
<b>Tract Description:</b>	CHEROKEE STRIP CORR PLAT, S09, T31, R03, BLOCK 1, Lot 6, ACRES 4.1
<b>Acres:</b>	4.10
<b>Market Acres:</b>	4.10

Land Based Classification System	
<b>Function:</b>	Single family residence (detached)
<b>Activity:</b>	Household activities
<b>Ownership:</b>	Private-fee simple
<b>Site:</b>	Developed site - with buildings

Property Factors			
<b>Topography:</b>	Level - 1	<b>Parking Type:</b>	Off Street - 1
<b>Utilities:</b>	Well - 5; Septic - 6; Gas - 7	<b>Parking Quantity:</b>	Adequate - 2
<b>Access:</b>	Semi Improved Road - 2	<b>Parking Proximity:</b>	On Site - 3
<b>Fronting:</b>	Secondary Street - 3	<b>Parking Covered:</b>	
<b>Location:</b>	Neighborhood or Spot - 6	<b>Parking Uncovered:</b>	

Appraised Values				
Tax Year	Property Class	Land	Building	Total
2023	Residential - R	34,060	154,750	188,810

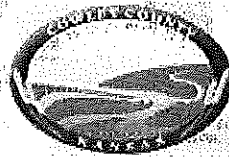
Market Land Information					
Type	Method	Area or Acres	Eff. Frontage	Eff. Depth	Est. Value
Regular Lot - 1	Acre	4.10			00



918	Single -Metal on Wood Frame										100			
Lean-to, Farm Utility	D	FR	1	1999	756	78	8	42 x	1	FR	FR	5874	23	1350
<b>Components</b>														
<b>Code</b>	<b>Code Description</b>				<b>Units</b>	<b>Percentage %</b>	<b>Area</b>	<b>Other</b>	<b>Rank</b>	<b>Year</b>				
918	Single -Metal on Wood Frame					100								

Agricultural Information [Information Not Available] 

# PROPERTY TAX INFORMATION



# COWLEY COUNTY

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## Current Tax Information

**Type** RL      **CAMA Number** 072 09 0 00 00 006 00 0 01      **Tax Identification** 066-12777  
**Owner ID** INMA00001 INMAN, MARY L REV TRUST  
**Taxpayer ID** INMA00001 INMAN, MARY L REV TRUST  
 8381 KANSA LANE      67146  
 CHEROKEE  
**Subdivision** STRIP CORR PLAT      **Block** 1      **Lot(s)** 6      **Section** 9      **Township** 31      **Range** 3

[Tax History](#)  
[Current Real Estate Detail](#)  
[GIS Map](#)  
[Print Friendly Version](#)

Year	Statement #	Line #	Warrant #	Specials Description	Specials Payoff	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
<u>2023</u>	0009555	001			0.00	1,414.69	1,414.69	2,829.38	No	No

Click on underlined tax year to see payment detail and where the tax dollars go.

\* - Does not include all interest, penalties and fees.

For delinquent tax pay off amount contact Cowley County Treasurer 311 E. 9th Ave Winfield, Kansas 67156, (620) 221-5411.

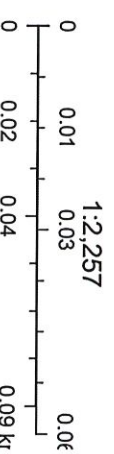
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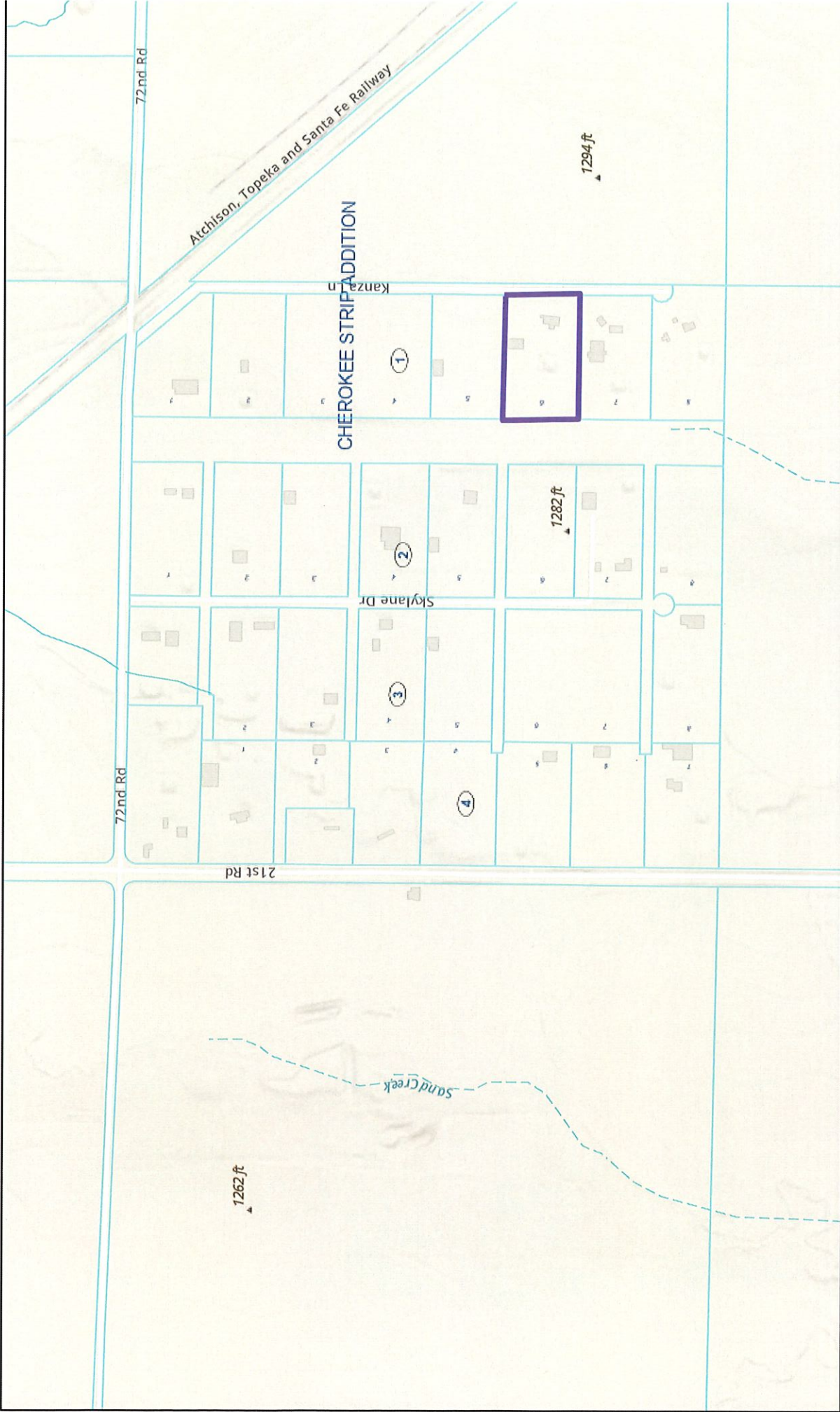
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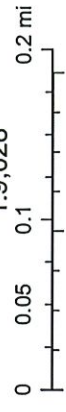


Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robins  
NLS, OS, NMA, Geodatasyrisen, Rijkswaterstaat, GSA, Geol  
Internap and the GIS user community, Esri Community Maps Co  
OpenStreetMap, Microsoft, Esri, TomTom, Garmin,



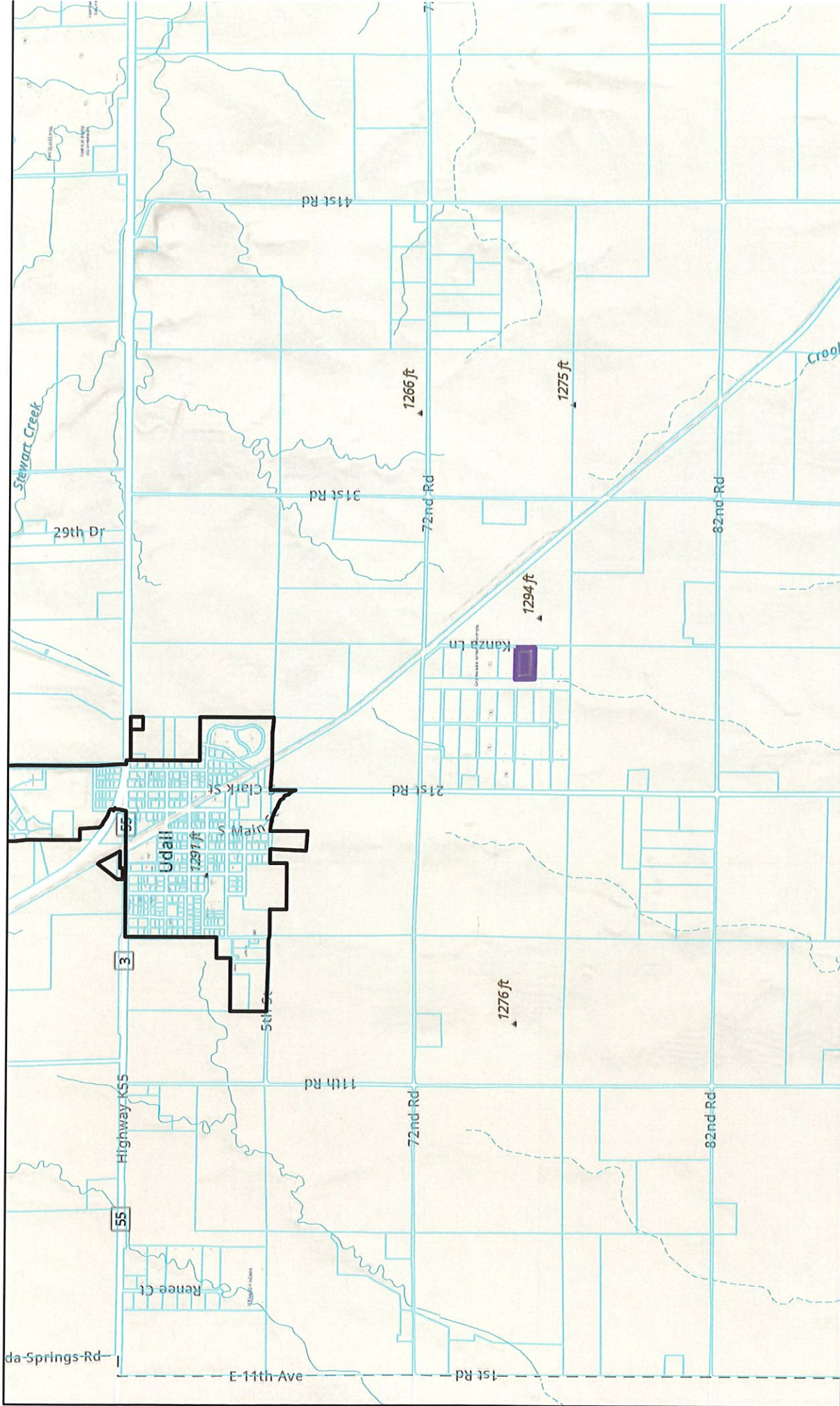
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OpenStreetMap, Microsoft, Esri, TomTom, Garmin,  
Geotechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Cen  
USDA, USFWS

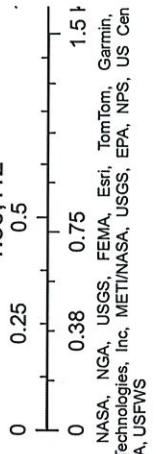


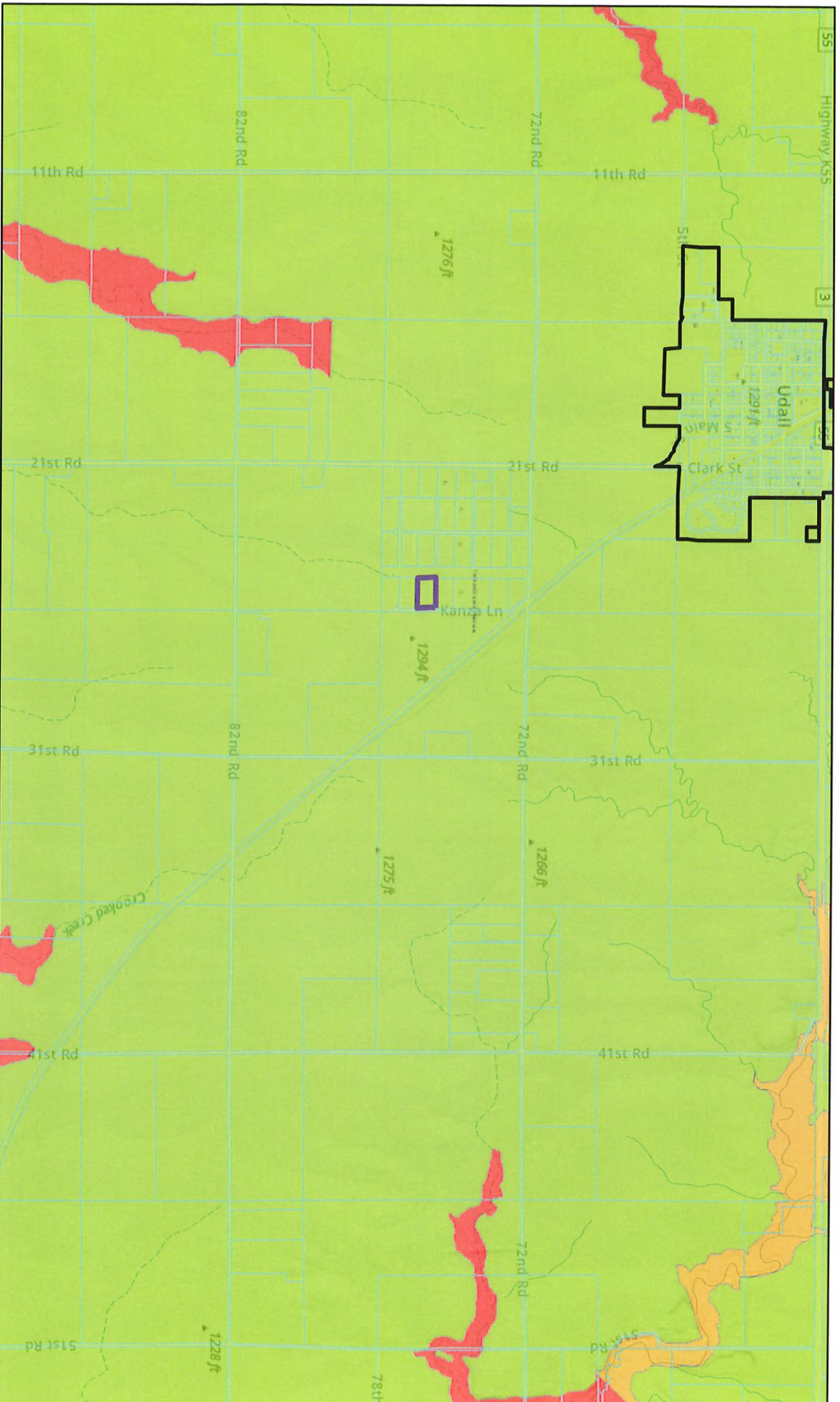


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 MunicipalBoundary

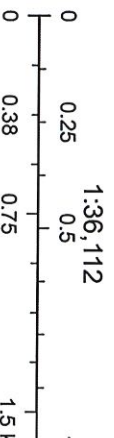
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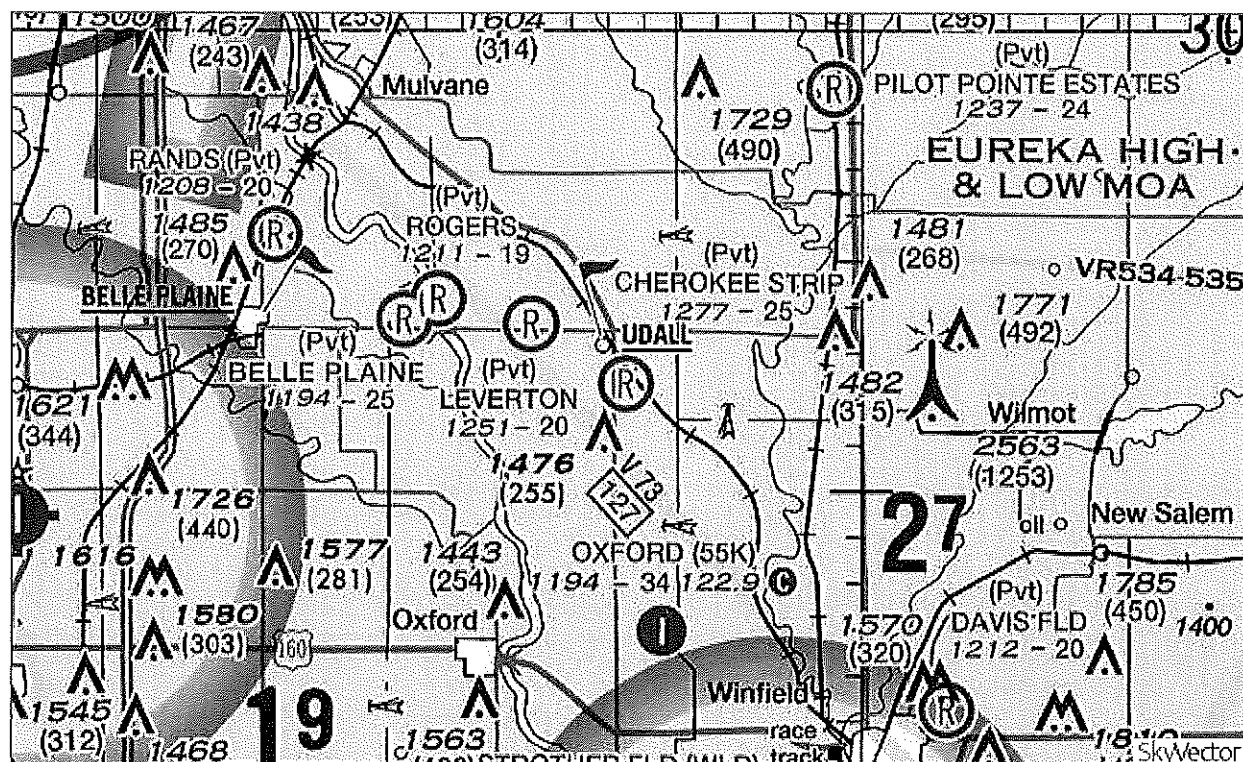


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MunicipalBoundary



Esri, NASA, NGA, USGS, FEMA, Esri, TomTom, Garmin, GeoTechnologies, Inc, MET/INASA, USGS, EPA, NPS, US Cen  
USDA, USFWS

**Runway Information:****Runway: 17/35****Dimensions:** 2500 x 200 ft.**Surface:** Grass, sod - in good condition ravel**Sectional Map:****Nearby Public Airports: (50 mile radius)**

ID	Name	City/State/Use	Chart	Distance
55K	<a href="#">Oxford Muni</a>	Oxford, KS - Public	<a href="#">Wichita</a>	7 miles
K50	<a href="#">Cook Airfield</a>	Rose Hill, KS - Public	<a href="#">Wichita</a>	14 miles
WLD	<a href="#">Strother Field</a>	Winfield/arkansas City, KS - Public	<a href="#">Wichita</a>	14 miles
EGT	<a href="#">Wellington Muni</a>	Wellington, KS - Public	<a href="#">Wichita</a>	16 miles
CEA	<a href="#">Cessna Acft Field</a>	Wichita, KS - Public	<a href="#">Wichita</a>	21 miles
3AU	<a href="#">Augusta Muni</a>	Augusta, KS - Public	<a href="#">Wichita</a>	21 miles
72K	<a href="#">Westport Auxiliary</a>	Wichita, KS - Public	<a href="#">Wichita</a>	21 miles
BEC	<a href="#">Beech Factory</a>	Wichita, KS - Public	<a href="#">Wichita</a>	23 miles
71K	<a href="#">Westport</a>	Wichita, KS - Public	<a href="#">Wichita</a>	24 miles
ICT	<a href="#">Wichita Dwight D Eisenhower National</a>	Wichita, KS - Public	<a href="#">Wichita</a>	26 miles
AAO	<a href="#">Colonel James Jabara</a>	Wichita, KS - Public	<a href="#">Wichita</a>	27 miles
1K1	<a href="#">Lloyd Stearman Field</a>	Benton, KS - Public	<a href="#">Wichita</a>	28 miles
EQA	<a href="#">El Dorado/captain Jack Thomas</a>	El Dorado, KS - Public	<a href="#">Kansas</a>	32 miles

infoThere are no flying clubs listed as operating at this airport. View AOPA resources for starting a flying club.

## RUNWAY 17/35

<b>Dimensions:</b>	2,500 × 100 ft (762 × 30 m)	<b>Weight Bearing Cap:</b>	n/a
<b>Surface:</b>	turf, grass, sod, gravel, no surface treatment, condition not reported	<b>Runway Edge Lights:</b>	n/a
<b>Comments:</b>	n/a		
<b>Designator:</b>	17		35
<b>Elevation:</b>	1,277 ft		1,274 ft
<b>Heading:</b>	173° magnetic 180° true		0-7° magnetic 000° true
<b>Gradient:</b>	0.12% down		0.12% up
<b>Traffic Pattern:</b>	Not provided. Assume LEFT traffic pattern		Right Pattern
<b>Markings:</b>	n/a		n/a
<b>Approach Lighting:</b>	n/a		n/a
<b>Displaced Threshold:</b>	n/a		n/a
<b>ILS/LOC:</b>	n/a		n/a
<b>Obstructions:</b>	Road, 20 ft from end		Fence
<b>Comments:</b>	n/a		n/a

## ADDITIONAL REMARKS

For Clearance Delivery Contact Wichita Approach at 316-350-1520.

ARTICLES OF INCORPORATION  
OF  
CHEROKEE STRIP HOMEOWNERS ASSOCIATION

WE, the undersigned, incorporators, hereby associate ourselves together to form and establish a corporation NOT for profit under the laws of the State of Kansas.

FIRST: The name of the Corporation is CHEROKEE STRIP HOMEOWNERS ASSOCIATION.

SECOND: The location of its registered office in Kansas is 1310 El Paso, Derby, Sedgwick County, Kansas 67037, and the resident agent in charge thereof at such address is George Frisbie.

THIRD: This Corporation is organized NOT for profit and the nature of its business or purposes to be conducted or promoted is the development, maintenance, preservation and architectural control of the Lot<sup>s</sup> and Common Area located within Cherokee Strip Addition to Cowley County, Kansas. To promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

- (A) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of Cowley County Register of Deeds and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- (B) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all

- expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (C) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (D) With the assent of two-thirds (2/3) of the members borrow, mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (E) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless approved by a vote of two-thirds (2/3) of the members;
- (F) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the members;
- (G) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Kansas by law may now or hereafter have or exercise.

FOURTH: This corporation shall not have authority to issue capital stock.

FIFTH: The conditions of membership are every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

SIXTH: The names and mailing addresses of each of the incorporators:

George Frisbie, 1310 El Paso, Derby, Kansas 67037

Phil Bos, 214 N. Blankenship, R.R. 2, Udall, Kansas 67146

John Frisbie, 1310 El Paso, Derby, Kansas 67037

Bob Williams, 213 W. Clark, Udall, Kansas 67146

Ira Hall, 4733 Ida, Wichita, Kansas 67216

SEVENTH: The name and mailing address of each person, who is to serve as a director until the first annual meeting of the stockholders or until a successor is elected and qualified, is as follows:

George Frisbie, 1310 El Paso, Derby, Kansas 67037

Phil Bos, 214 N. Blankenship, R.R. 2, Udall, Kansas 67146

John Frisbie, 1310 El Paso, Derby, Kansas 67037

Bob Williams, 213 W. Clark, Udall, Kansas 67146

Ira Hall, 4733 Ida, Wichita, Kansas 67216

EIGHTH: The term for which this Corporation is to exist is perpetual.

IN TESTIMONY WHEREOF, We have hereunto subscribed our names this \_\_\_\_\_ day of June, 1979.

\_\_\_\_\_  
GEORGE FRISBIE

\_\_\_\_\_  
PHIL BOS

JOHN FRISBIE

BOB WILLIAMS

IRA HALL

STATE OF KANSAS )

ss:

SEDGWICK COUNTY

Personally appeared before me, a Notary Public in and for Sedgwick County, Kansas, the above-named, GEORGE FRISBIE, PHIL BOS, JOHN FRISBIE, BOB WILLIAMS and IRA HALL, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this \_\_\_\_\_ day of June, 1979.

My appointment expires:

\_\_\_\_\_  
Notary Public



BY-LAWS  
OF  
CHEROKEE STRIP HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the Corporation is CHEROKEE STRIP HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association". Meetings of members and directors may be held at such places within the State of Kansas, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Cherokee Strip Homeowners Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held on the first Monday of May each year. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of one-fourth (1/4) the members.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member, addressed to the member's address last appearing on the books of the Association. or supplied by such member to the Association for the purpose of notice. Such

notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members of one-half (1/2) of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members present shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors, who shall be members of the Association. The number of directors shall be not less than three (3) nor more than nine (9) as may be determined by the members at each annual meeting.

Section 2. Term of Office. Each director shall serve a term of one (1) year, commencing the day following an annual meeting and concluding the day of the next annual meeting.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to

serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may only be made from among members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Members may attend meetings.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power

to:

(A) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(B) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(C) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other

provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(D) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(E) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(A) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members;

(B) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(C) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(D) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(E) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(F) Cause the Common Area to be maintained.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this



Association shall be a President, a Secretary and a Treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy

shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and promissory notes.

Vice President. In the event a Vice President is elected, he shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of

Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular and annual meeting, and deliver a copy of each to the members.

#### ARTICLE IX

##### COMMITTEES

The Board of Directors may appoint an Architectural Control Committee as provided in the Declaration, and shall appoint a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

#### ARTICLE X

##### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE XI

##### ASSESSMENTS

As more fully provided in the Declaration, each member is

obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 9 percent (9%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and, interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

#### ARTICLE XII

#### CORPORATE SEAL

The Association shall not have a corporate seal.

#### ARTICLE XIII

#### AMENDMENTS

Section 1. These By-Laws or the Articles of Incorporation may be amended at a regular or special meeting of the members, by a vote of two-thirds (2/3) of the members.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

IN WITNESS WHEREOF, We, being all of the Directors of the Cherokee Strip Homeowners Association, have hereunto set our hands this \_\_\_\_\_ day of June, 1979.

\_\_\_\_\_  
GEORGE FRISBIE

\_\_\_\_\_  
PHIL BOS

\_\_\_\_\_  
JOHN FRISBIE

\_\_\_\_\_  
BOB WILLIAMS

\_\_\_\_\_  
IRA HALL

STATE OF KANSAS        )  
                              )    SS:  
SEDGWICK COUNTY        )

Personally appeared before me, a Notary Public in and for Sedgwick County, Kansas, the above-named GEORGE FRISBIE, PHIL BOS, JOHN FRISBIE, BOB WILLIAMS and IRA HALL, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this \_\_\_\_\_ day of June, 1979.

My appointment expires:

\_\_\_\_\_  
Notary Public

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of the  
CHEROKEE STRIP HOMEOWNERS ASSOCIATION, a Kansas corporation, and,

. That the foregoing By-Laws constitute the original By-Laws  
of said Association, as duly adopted at a meeting of the Board of  
Directors thereof, held on the \_\_\_\_\_ day of June, 1979.

IN WITNESS WHEREOF, I have hereunto subscribed my name and  
affixed the seal of said Association this \_\_\_\_\_ day of June,  
1979.

---

Secretary

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, Made on the date hereinafter set forth by Cherokee Strip Homeowners Association, hereinafter referred to as "Association".

WITNESSETH:

WHEREAS, Association is the owner of certain property which is described as Cherokee Strip Addition, Cowley County, Kansas.

NOW, THEREFORE, Association hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Cherokee Strip Homeowners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (A) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (B) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (C) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless approved by a vote of two-thirds (2/3) of the members.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.



### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Eligibility of Members. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Rights. The Association shall have one class of voting membership. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Association, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. The maximum annual assessment for 1980 shall be Two Hundred Dollars (\$200.00) per Lot.

Thereafter, the maximum annual assessment may be increased each year not more than 5 percent (5%) above the maximum assessment for the previous year without a vote of the membership.

The maximum annual assessment may be increased above 5 percent (5%) by a vote of two-thirds (2/3) of the members at a meeting duly called for this purpose.

The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment exceeding a total of One Thousand Five Hundred Dollars (\$1,500.00) shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of June, 1979, and the first day of each June thereafter. The first annual assessment shall be adjusted according to the number of months remaining in the assessment year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least fifteen (15) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 9 percent (9%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale

or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V

##### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE VI

##### RESTRICTIVE COVENANTS

Each Lot shall be kept free of trash, debris, junked vehicles and scrap lumber.

No more than two families can reside on a Lot.

The hanger or hangers constructed on any Lot shall not exceed a total of seven thousand (7,000) square feet.

#### ARTICLE VII

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to its Properties with the consent of two-thirds (2/3) of the members.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this \_\_\_\_ day of June, 1979.

CHEROKEE STRIP HOMEOWNERS ASSOCIATION

BY \_\_\_\_\_  
George Frisbie  
President

STATE OF KANSAS )  
                  ) ss:  
SEDGWICK COUNTY )

Personally appeared before me, a Notary Public in and for Sedgwick County, Kansas, the above-named GEORGE FRISBIE, who is personally known to me to be the same person who executed the foregoing instrument of writing, and duly acknowledged execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this \_\_\_\_ day of June, 1979.

My appointment expires:

\_\_\_\_\_  
Notary Public



Broker/ Auctioneer

## A BUYER'S GUIDE TO ANTICIPATING POSSIBLE AUCTION PURCHASE COSTS

1. Buyer Premium: Typically, 10% of the high bid price, added to the contract price as an additional fee. Example \$100,000 High Bid + 10% Buyer Premium = \$110,000 Total Contract Price.
2. Financing Costs: If the buyer is financing the purchase, they should consider loan origination fees, appraisal costs, and any other financing-related charges. Always request an estimate of expenses from your lender if you are securing a loan.
3. Earnest Money Deposit: A percentage of the purchase price, usually 10% of the high bid, paid upfront to demonstrate the buyer's serious intent to purchase. Earnest Money Is nonrefundable.
4. Inspection Costs: Fees associated with property inspections, which may include home inspections, pest inspections, and other relevant assessments.
5. Closing Costs: These include various fees such as 1/2 of owners title policy, 1/2 title company closing fees, escrow fees, and other charges associated with the transfer of ownership.
6. Property Taxes: Pro-rated property taxes may need to be paid by the buyer for the portion of the year they will own the property.
7. Homeowners Insurance Premium for the First Year.

It's important for potential buyers to carefully review the auction terms and conditions, as costs may vary depending on the specific auction and property. Additionally, you are always welcome to contact us at Sudduth Realty to ask questions and receive assistance with the auction purchase process.

Contact Information: Sudduth Realty @316-775-7717

Email: [Mark@sudduthrealty.com](mailto:Mark@sudduthrealty.com)

Website: <https://www.sudduthrealty.com/auctions-wichita-ks/>



AUCTION RESIDENTIAL REAL ESTATE CONTRACT

Document updated: April 2016

1. PARTIES: The parties to this Contract are: (Print Names and Indicate Marital Status)

SELLER: \_\_\_\_\_
BUYER: \_\_\_\_\_
MARRIED
MARRIED

2. EFFECTIVE DATE OF THE CONTRACT: The "Effective Date" of this Contract shall be the date of final acceptance by the last party to sign this Contract.

3. AGREEMENT TO SELL AND PROPERTY ADDRESS: BUYER agrees to purchase and SELLER agrees to sell the following-described real property (the "Property"):

STREET ADDRESS: \_\_\_\_\_
CITY: \_\_\_\_\_ COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_
LEGAL DESCRIPTION: \_\_\_\_\_

4. PURCHASE PRICE OF THE PROPERTY: BUYER shall pay the following amount (the "Purchase Price") to the SELLER as consideration for the purchase of the Property in the manner as follows:

- A. HIGH BID PRICE AT AUCTION: \$ \_\_\_\_\_
B. BUYER'S PREMIUM (See Section 11): \$ \_\_\_\_\_
C. TOTAL PURCHASE PRICE FOR THE PROPERTY: \$ \_\_\_\_\_
D. EARNEST MONEY DEPOSIT (See Section 9): \$ \_\_\_\_\_
E. ADDITIONAL NON-REFUNDABLE DEPOSIT TO SELLER (See Section 10): \$ \_\_\_\_\_
F. APPROXIMATE BALANCE DUE FROM BUYER AT CLOSING, excluding adjustments and pro-rations, closing costs and any pre-paid expenses (if any). Amount shall be in the form of Cash, Certified, Cashier's Check or wired funds on the date of Closing. \$ \_\_\_\_\_

5. INCLUSIONS AND EXCLUSIONS FROM THE PROPERTY:

- A. This Contract includes the real property described in this Contract, all existing improvements on the Property and any appurtenances, equipment or fixtures that are bolted, buried, glued, nailed, screwed or otherwise permanently affixed to the real property or any existing improvements on the Property. This includes the following (if present on the Property): attic and ceiling fans; bathroom mirrors (attached and unattached); burglary, fire and smoke detection systems (if owned); central air conditioning; central vacuum and attachments; curtain and drapery rods (if attached); fences; fireplace doors and screens (if attached); floor coverings (if attached); flower, shrubs and trees; garage door openers (and remote transmitters); gas heaters; gas logs and fireplace grates; heating and plumbing equipment (and fixtures); humidifiers (if attached); installed water well pumps; keys to all doors; kitchen appliances (built-in); lighting and light fixtures; mailboxes; other mirrors (if attached); outside cooking units (if attached); owned butane and propane tanks; rural water certificates and meters; screens; shelves (if attached); shutters; soft water conditioner (if owned); storm doors, screens and windows; swimming pool and all pool equipment; television antennas (if attached and excluding satellite dishes); sprinkler systems and controls; window air conditioning units; and window coverings and components.
B. The following items are also included in the sale and are considered to be of the Property under this Contract:
C. The following items are not included in the sale and are excluded from the Property under this Contract:

BUYER'S INITIALS \_\_\_\_\_
SELLER'S INITIALS \_\_\_\_\_
REALTORS of South Central KS, 170 W. Dewey Wichita, KS 67202

D. BUYER and SELLER agree that this Contract shall be the sole determinant of the property that is transferred pursuant to this Contract. BUYER and SELLER agree that the description of the Property in this Contract supersedes any descriptions of the Property found in the multiple listing service (MLS), the Residential Property Disclosure Statement and any other promotional materials used to market the Property.

6. **PERSONAL PROPERTY:** Personal property is  included  not included in the sale of the Property. If personal property is included, please specify below:

7. **CLOSING AND POSSESSION:**

- A. Closing shall be completed on or before \_\_\_\_\_ (the "Closing Date"). SELLER shall deliver possession of the Property to the BUYER on or before \_\_\_\_\_ (the "Possession Date").
- B. If the SELLER is unable to provide clear title to the Property on or before the Closing Date, but the clearing of the title is in process, BUYER and SELLER agree that the Closing Date shall be extended for a reasonable period of time not to exceed 30 calendar days. If closing is delayed through no fault of either party, BUYER and SELLER agree that the Closing Date shall be extended for a reasonable period of time not to exceed 30 calendar days.
- C.  BUYER  SELLER  BUYER and SELLER equally shall pay any closing agent fees.

8. **TERMS OF THE SALE:** BUYER acknowledges and agrees that BUYER'S obligation to purchase the Property under this Contract is not contingent upon the BUYER obtaining financing. Accordingly, this is a cash sale and the BUYER is obligated to perform the obligations under this Contract whether or not the BUYER can obtain financing to purchase the Property.

9. **EARNEST MONEY:**

- A. BUYER agrees to deposit \$ \_\_\_\_\_ as Earnest Money in the form of  Cash  Personal Check  Money Order  Cashier's Check  Other \_\_\_\_\_ with \_\_\_\_\_ (the name of the earnest money holder) has a guarantee that the BUYER shall fulfill the terms and conditions of this Contract.
- B. BUYER acknowledges that the Earnest Money shall be deposited within five business days after this Contract is signed by all parties. BUYER agrees and acknowledges that these funds may be deposited into an interest-bearing account and that the Escrow Agent or Listing Broker has the right to retain all interest earned on the funds. BUYER agrees and acknowledges that BUYER is not entitled to any interest on the Earnest Money.
- C. In the event that the BUYER fails for any reason to fulfill any of the BUYER'S obligations under this Contract, SELLER may at the SELLER'S option cancel this Contract and, upon the cancellation of this Contract by the SELLER, the Earnest Money shall become the sole property of the SELLER. In the event that the Earnest Money is forfeited by the BUYER as stated in this subsection, all expenses of the sale incurred by the BUYER, SELLER and any real estate licensees involved in the transaction as of the date of cancellation of default, including but not limited to marketing expenses and title insurance, shall be paid for prior to any remaining funds from the forfeited Earnest Money being released to the SELLER.
- D. If either the BUYER or SELLER cancels this Contract as provided under one of the provisions concerning liens or title evidence contained in this Contract, BUYER'S Earnest Money shall be returned to the BUYER. In the event that the Earnest Money is returned to the BUYER under this subsection, all expenses of this transaction incurred by the BUYER, SELLER and any real estate licensees involved in the transaction as of the date of cancellation, including but not limited to marketing expenses and title insurance, shall be deducted from the Earnest Money and paid prior to the release of the remaining funds to the BUYER.
- E. In the event that the SELLER is unable to provide merchantable title to the Property or otherwise defaults on the SELLER'S obligations under this Contract, the Earnest Money shall be returned in full to the BUYER.
- F. In the event that the Earnest Money is either forfeited to the SELLER or returned to the BUYER, BUYER and SELLER shall both have the option of seeking specific performance of this Contract or any other applicable legal or equitable relief.
- G. Notwithstanding any other terms or conditions of this Contract regarding the distribution of the Earnest Money deposit, the BUYER and SELLER understand that applicable Kansas law prohibits the Listing Broker or the Escrow Agent from distributing the Earnest Money deposit without the consent of all parties to this Contract. Pursuant to K.S.A. 58-3061(g), the Listing Broker can only disburse Earnest Money under the following conditions: (1) pursuant to a written authorization of both the BUYER and SELLER; (2) pursuant to a court order; or (3) upon the closing of the transaction according to the agreement of the parties.

BUYER'S INITIALS \_\_\_\_\_  
SELLER'S INITIALS \_\_\_\_\_



H. BUYER and SELLER agree that the failure to either (1) respond in writing to a certified letter from the Listing Broker within seven (7) calendar days of receiving the letter or (2) make written demand for return or forfeiture of any Earnest Money deposit within thirty (30) calendar days of notice of cancellation of this Contract shall constitute consent to the distribution of the Earnest Money deposit as suggested in any such certified letter or as demanded by the other party to this Contract. If a dispute arises over the disposition of funds or documents deposited with the Listing Broker or Escrow Agent, the BUYER and SELLER agree that any attorneys' fees, court costs or any other legal expenses incurred by the Listing Broker or Escrow Agent in connection with such dispute shall be reimbursed from the Earnest Money or other funds deposited with the Listing Broker or Escrow Agent.

10.  **ADDITIONAL DEPOSIT TO SELLER** (Section must be checked if applicable): BUYER and SELLER agree that an additional deposit in the amount of \$ \_\_\_\_\_ shall be deposited with \_\_\_\_\_ (name of the deposit holder) within \_\_\_\_\_ hours (24 if left blank) after this Contract is signed by all parties. BUYER and SELLER agree that the Additional Deposit to SELLER shall be NON-REFUNDABLE.

11.  **BUYER'S PREMIUM** (Section must be checked if applicable):

- A. BUYER and SELLER agree that BROKER shall collect a \_\_\_\_\_ % commission (the "BUYER'S Premium") as additional compensation from the BUYER of the Property at closing. If the BUYER'S Premium is less than \$ \_\_\_\_\_ (the "Minimum BUYER'S Premium"), then the SELLER agrees to pay the BROKER the amount required so that the BUYER'S Premium is equal to the Minimum BUYER'S Premium specified in this section.
- B. If the BUYER is not represented by another real estate licensee in the purchase of the Property, BUYER and SELLER agree that the BROKER shall be entitled to retain the entire portion of the BUYER'S Premium. If the BUYER is represented by another real estate licensee in the purchase of the Property or the BROKER chooses to pay a referral fee to the real estate licensee, BROKER agrees to provide a \_\_\_\_\_ % cooperating commission or referral fee to the real estate licensee representing the BUYER in the purchase of the Property or another real estate licensee.

12. **CONDITION OF PROPERTY:** This Contract shall not be contingent upon the SELLER'S completion and the BUYER'S receipt of the Residential Property Disclosure Statement. SELLER agrees and acknowledges that this does not relieve the SELLER of the obligation to disclose all material facts actually known about the condition of the Property to the BUYER.

13. **INTERIM MAINTENANCE OF PROPERTY AND UTILITIES:**

- A. Unless otherwise agreed in writing, SELLER agrees to leave all utilities on until the Possession Date. SELLER shall advise utility companies to read meters on the Possession Date for final billing purposes and to leave all utilities on until the BUYER takes possession under this Contract.
- B. SELLER shall maintain the Property in its present condition through the Possession Date with the exclusion of reasonable wear and tear to the Property. SELLER agrees to perform ordinary and necessary maintenance, repair and upkeep to the Property and to keep the improvements on the Property fully insured until the Possession Date.
- C. Unless otherwise agreed in writing, SELLER shall remove all of the SELLER'S possessions and all debris and trash from the Property and SELLER shall clean the Property upon vacating and prior to deliver of possession of the Property to the BUYER.

14. **CASUALTY LOSS:**

- A. If the improvements on the Property are damaged or destroyed by fire or other casualty after the Effective Date of this Contract and prior to the Closing Date, SELLER shall notify the BUYER within \_\_\_\_\_ hours (24 if left blank) of such damage.
- B. If the Property has been damaged or destroyed, SELLER shall repair the damage done and restore the Property to its current condition or replace the Property prior to the Closing Date. If the repair or replacement cannot be completed prior to the Closing Date, BUYER and SELLER shall agree in writing to one of the following options to complete the repair or replacement of the Property:
  - (1) The Closing Date will be extended until the completion of the repair or replacement of the Property;
  - (2) BUYER shall agree to accept the Property "AS IS" in its damaged or destroyed condition and the SELLER shall assign and transfer all insurance deductibles and proceeds to the BUYER;
  - (3) With the consent of the BUYER'S mortgage lender (if applicable), the SELLER shall place 150% of the estimated repair or replacement costs into escrow until the repair or replacement is completed and any funds remaining after full payment for the repair or replacement shall be remitted to the SELLER following the completion of the repair or replacement; or

BUYER'S INITIALS \_\_\_\_\_  
SELLER'S INITIALS \_\_\_\_\_

- (4) If SELLER elects not to repair or replace the Property, BUYER may cancel this Contract within \_\_\_\_\_ calendar days (ten if left blank) of the BUYER'S receipt of written notification of the damage. In the event that the Earnest Money is returned to the BUYER under this subsection, all expenses of this transaction incurred by the BUYER, SELLER and any real estate licensees involved in the transaction as of the date of cancellation, including but not limited to marketing expenses and title insurance, shall be deducted from the Earnest Money and paid prior to the release of the remaining funds to the BUYER.

**15. INSURANCE COVERAGE ON THE PROPERTY:**

- A. SELLER shall maintain current property insurance coverage on the Property until the Closing Date. If BUYER takes possession of the Property prior to the Closing Date, BUYER shall secure insurance coverage for the BUYER'S personal property that is effective on or before the Possession Date.
- B. At closing, the BUYER shall furnish the property insurance coverage necessary for the protection of the instrument holders and containing loss clauses in favor of the instrument holders as their interests may appear. If required and so specified, the property insurance coverage shall be held by the instrument holders or escrow agent until the lien is paid in full.
- C. If required by the mortgage lender, BUYER agrees to purchase a flood insurance policy to insure the Property against flood damage.

**16. PAYMENT OF HOMEOWNERS' ASSOCIATION CHARGES, SPECIAL ASSESSMENTS AND TAXES:**

- A. SELLER represents and warrants that all of the homeowners' association charges, special assessments, real estate taxes and any other contractual obligations of the SELLER to be assumed by the BUYER that are currently due and payable for years prior to the current calendar year shall be paid by the SELLER.
- B. BUYER and SELLER agree that all of the homeowners' association charges, special assessments, real estate taxes and any other contractual obligations of the SELLER to be assumed by the BUYER that become due and accrue during the calendar year in which the SELLER'S warranty deed is delivered shall be paid by  BUYER  SELLER  pro-rated between the BUYER and SELLER on the Closing Date.
- C. If the amount of any homeowners' association charges, special assessments, real estate taxes and any other contractual obligations of the SELLER to be assumed by the BUYER cannot be ascertained from the public record for the calendar year in which the SELLER'S warranty deed is delivered, BUYER and SELLER agree that the amount of the item for the preceding year shall be used to calculate the current calendar year's amount.
- D. BUYER and SELLER agree that if the Property has been reappraised or reclassified within the preceding year and the actual real estate taxes based on the new value are not available, BUYER and SELLER will agree to a reasonable estimation of the current year's real estate taxes based on the information available on the Closing Date.
- E. BUYER acknowledges that the mill levy, classification, assessed valuation and real estate taxes may change from year to year during the BUYER'S ownership of the Property and that any periodic reappraisal required by law may result in a change (and a potential increase) of the real estate taxes due on the Property.
- F. SELLER warrants that the SELLER does not have any knowledge of any easements or sewer, street or other proposed special assessments except as accurately and completely disclosed on the Residential Property Disclosure Statement or the Special Assessment Disclosure Addendum. BUYER and SELLER agree to hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors, from and against any and all claims, demands, suits, damages, losses or expenses resulting from the information the SELLER has given regarding any easements or sewer, street or other proposed special assessments on the Property.

**17. SURVEY OF THE PROPERTY:**

- A. Unless otherwise agreed upon in writing, the BUYER and SELLER agree that no "staked" boundary survey will be performed as part of this Contract.
- B. BUYER is aware that title insurance may not cover survey-related issues, even if a recent survey has been completed. The title policy furnished to the BUYER under this Contract will contain a survey exception under Schedule B unless the BUYER provides a boundary survey to the title company at the BUYER'S expense.
- C. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) relating to any defects, encroachments, overlaps, boundary line disputes, acreage matters or other matters that would have been disclosed or discovered by a survey.
- D. SELLER represents and warrants that there is ingress and egress to the Property.

BUYER'S INITIALS \_\_\_\_\_  
SELLER'S INITIALS \_\_\_\_\_

**18. LIENS ON THE PROPERTY:**

- A. SELLER represents and warrants that there are not unpaid chattel mortgages, conditional sales contracts, financing statements or security agreements (whether recorded or not) affecting any fixture, portion of the Property or item of personal property included in the sale of the Property under this Contract.
- B. BUYER and SELLER agree that any existing liens on the Property that the SELLER is required to remove under this Contract may be paid and discharged from the SELLER'S proceeds at closing.
- C. SELLER shall indemnify and hold BUYER harmless from any obligation for payment of any amounts by reason of any liens on the Property that accrued prior to the closing of this Contract.
- D. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) resulting from any unpaid liens, chattel mortgages, conditional sales contracts, financing statement or security agreements on the Property or any personal property included in the sale of the Property under this Contract.

**19. INSPECTIONS OF THE PROPERTY:**

- A. BUYER acknowledges and agrees that it is the BUYER'S sole obligation and responsibility to perform any and all inspections of the Property (environmental, physical or otherwise), review all property information and due diligence materials, independently verify any information on the Property (including information available in public records), inquire as to the applicability of and compliance with land use and environmental regulations and to be satisfied by the Property's condition prior to making an offer to purchase the Property on the Auction Date.
- B. BUYER is STRONGLY ADVISED to seek expert advice and conduct or obtain inspections to determine if damages, defects or hazards exist in and on the Property prior to making an offer to purchase the Property on the Auction Date. If inspections are not performed on all or part of the Property, BUYER shall be bound by whatever information an inspection would have revealed and waives any cause of action, claim or right relating to or arising from any condition of the Property that would have been apparent had inspections been performed.
- C. **BUYER ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING PURCHASED AS IS AND ACCEPTED IN ITS CURRENT CONDITION ONLY, WITHOUT REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND BY THE SELLER OR ANY REAL ESTATE LICENSEES INVOLVED IN THIS TRANSACTION CONCERNING THE CONDITION OR VALUE OF THE PROPERTY.**
- D. BUYER agrees and acknowledges that no important representations of the SELLER nor any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed as follows:

Sample

- E. BUYER and SELLER agree that any real estate licensees involved in this transaction are not experts regarding whether any unacceptable property conditions exist in and on the Property. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees) arising out of the discovery of property defects or unacceptable property conditions in the Property, unless the real estate licensees had actual knowledge of the conditions prior to the closing of this Contract and failed to disclose this information to the parties.
- F. BUYER and SELLER jointly and severally agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees and professional fees) incurred in connection with any preventative, remedial or other cleanup action necessary to comply with all applicable federal, state and local environmental laws, rules, regulations and ordinances. SELLER warrants that to the best of SELLER'S knowledge and belief after due inquiry, the Property complies with and that SELLER is not in violation of and has not violated any applicable federal, state and local environmental laws, rules, regulations or ordinances.
- G. Every purchaser of any interest in residential real property on which a residential dwelling 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 hearing 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 assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family from Lead in Your Home" for more information.

BUYER'S INITIALS \_\_\_\_\_  
SELLER'S INITIALS \_\_\_\_\_

**20. HOMEOWNERS' ASSOCIATION OR COMMON INTEREST COMMUNITY:**

- A. SELLER agrees to disclose, to the best of his or her knowledge, whether the Property is subject to a homeowners' association or other common interest community and whether the Property is subject to any assessments, charges, dues or fees.
- B. To the best of the SELLER'S knowledge:
  - There is no active homeowners' association or common interest community in the area and the Property is not subject to any assessments, charges, dues or fees. SELLER has never been billed or paid any assessments, charges, dues or fees for the Property and, to the best of the SELLER'S knowledge, there are no such assessments, charges, dues or fees outstanding on the Property that might form the basis of a lien imposed upon the Property.
  - SELLER discloses and BUYER acknowledges that the Property is subject to a homeowners' association or other common interest community and that an assessment, charge, dues or fee shall be assessed against the Property in the amount of \$ \_\_\_\_\_ per  month  quarter  year and are subject to adjustment at the sole discretion of the homeowners' association or common interest community. SELLER agrees to provide a current copy of any bylaws, declarations, covenants and rules and regulations of the homeowners' association or common interest community to the BUYER prior to the Closing Date.
- C. SELLER warrants that the SELLER has no knowledge of whether the Property is subject to a homeowners' association or other common interest community for which the Property shall be subject to any assessments, charges, dues or fees except as accurately and completely disclosed in this Contract or any addendums to this Contract. SELLER agrees to defend, indemnify and hold the BUYER harmless from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) resulting from an obligation for payment of any assessments, charges, dues or fees to any homeowners' association or common interest community that were due prior to the Closing Date.
- D. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) resulting from the information the SELLER has provided to the BUYER regarding homeowners' associations or other common interest communities.

**21. POTENTIAL PROXIMITY OF REGISTERED OFFENDERS TO PROPERTY:**

- A. Kansas state law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you, as the BUYER, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.kansas.gov/kbi> or by contacting the local sheriff's office.
- B. BUYER and SELLER agree that any real estate licensees involved in this transaction owe no duty or obligation to the BUYER to conduct an independent investigation as to the potential proximity of registered offenders to the Property. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees) arising out of the discovery of registered offenders residing within relative proximity to the Property.

**22. RADON GAS NOTICE:**

- A. Every BUYER of residential real property is notified that 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. Kansas law requires SELLERS to disclose any information known to the SELLER that shows elevated concentrations of radon gas in residential real property. The Kansas Department of Health and Environment (KDHE) recommends that all home buyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can easily be reduced by a radon mitigation technician. For additional information, go to <http://www.kansasradonprogram.org/>.
- B. BUYER understands that neither the SELLER nor any real estate licensees involved in this transaction have made any investigation to determine whether there is or will be radon gas in the Property. Neither the SELLER nor any real estate licensees involved in this transaction make any representations or warranties as to the presence or lack of radon gas in the Property or as to the effect of radon has or any such condition on the Property on the occupants of the Property. BUYER may, at BUYER'S sole expense, conduct an inspection to determine whether radon gas is present in the Property.

BUYER'S INITIALS \_\_\_\_\_  
SELLER'S INITIALS \_\_\_\_\_

- C. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees) arising out of any radon gas in the Property.

**23. POTENTIAL PRESENCE OF PROPERTY IN FLOOD PLAIN:**

- A. On a regular basis, the Federal Emergency Management Agency (FEMA) and the United States Corps of Engineers publish updates to flood maps and levee protection systems. As part of these updates, properties that have historically not been included in any special flood hazard areas may, due to changes in mapping or flood protection, become subject to federal flood insurance requirements. If you, as the BUYER, desire more information on whether the Property is included in a special flood hazard area or an area of flood risk, you may find and review information on this issue at <http://msc.fema.gov/> , <http://www.floodsmart.gov/> and other information may be available through local government planning and zoning offices.
- B. BUYER and SELLER agree that any real estate licensees involved in this transaction owe no duty or obligation to the BUYER to conduct an independent investigation as to the flood hazard status of the Property. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees) arising out of the flood hazard status of the Property.

**24. DELIVERY OF THE DEED:**

- A. On or before the Closing Date, SELLER shall execute and deliver a warranty deed and all other documents and funds reasonably necessary to complete the closing of this Contract. The warranty deed shall convey a marketable fee simple title to the Property free and clear of all liens and encumbrances to the BUYER, except as provided otherwise in this Contract.
- B. BUYER agrees and acknowledges that the purchase of the Property is subject to any building setback requirements, covenants, declarations, easements, restrictions, rights-of-way, special assessments, taxes and assessments and zoning laws and any other items contained in this Contract or that are discoverable in a search of public records.
- C. On or before the Closing Date, BUYER and SELLER agree to deliver to the closing agent a cashier's check or other certified funds sufficient to satisfy their respective obligations under this Contract. SELLER acknowledges that the disbursement of the proceeds may be made after the warranty deed, instrument of conveyance, mortgage or deed of trust has been recorded.

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**25. TITLE EVIDENCE:**

- A. At least three calendar days prior to the Closing Date, SELLER shall cause to be furnished to the BUYER a title insurance company's written commitment "title binder" to issue after closing a title insurance policy in an amount equal to the full Purchase Price naming the BUYER as the insured. A copy of the title binder shall be furnished to the BUYER and the BUYER'S attorney (if any) as promptly as possible.
- B. The title binder shall show marketable title vested in the SELLER, subject to the following:
  - (1) Easements, mineral rights and reservations of record, encroachments that would be disclosed by a survey, rights-of-way of record, trees, plantings and fences on the Property;
  - (2) Restrictions and protective covenants of record, provided that no forfeiture provisions are contained therein;
  - (3) Un-matured special assessments, zoning laws, ordinances and regulations;
  - (4) Rights of tenants in possession;
  - (5) Liens (if any) described herein; and
  - (6) Those exceptions that are standard in the title company's Form B as specified therein.
- C.  BUYER  SELLER  BUYER and SELLER equally shall pay for any lender's/mortgagee's/instrument holder's title insurance coverage. SELLER shall be responsible to use due diligence to resolve any title defects at the SELLER'S expense subject to the foregoing exceptions.
- D.  BUYER  SELLER  BUYER and SELLER equally shall pay for any owner's title insurance coverage. SELLER shall be responsible to use due diligence to resolve any title defects at the SELLER'S expense subject to the foregoing exceptions.
- E. In the event that the SELLER is unable to furnish marketable title subject to the foregoing exceptions and this Contract is cancelled due to this inability to furnish marketable title, the Earnest Money shall be refunded promptly to the BUYER subject to the provisions of this Contract and the SELLER shall reimburse to the BUYER the cost of the BUYER'S attorneys' fees for examining title and title insurance cancellation fees and all parties shall be released from any further liability under this Contract.

BUYER'S INITIALS \_\_\_\_\_  
SELLER'S INITIALS \_\_\_\_\_

**26. NOTICES:**

- A. Any notice required under the terms and conditions of this Contract shall be delivered by facsimile, United States Postal Service, private delivery service, electronic mail or in-person.
- B. The mailing address for the delivery of any notices under this Contract to any party shall be the mailing address referenced in this Contract, unless the party specifically requests in writing that a different mailing address be used to deliver notices under this Contract.
- C. This notice shall be deemed to be delivered upon the date of receipt. Delivery to a real estate licensee working with the party shall be treated as the same as delivery to the party.

**27. DEFAULT AND REMEDIES:**

- A. A party (either the BUYER or SELLER) to this Contract shall be in default under this Contract when the party fails to comply with any material condition, term or obligation of the Contract in the time period required by the Contract. Upon default, the parties shall have the remedies set forth below:
  - (1) Upon default by the SELLER, BUYER may seek to: (1) have the Contract specifically enforced and recover any damages caused by the SELLER'S delay in performing the Contract; or (2) terminate the Contract and, if the BUYER chooses, pursue any damages the BUYER incurred as a result of the SELLER'S breach of the Contract. If the contract is terminated, the Earnest Money will be distributed under the provisions of this Contract.
  - (2) Upon default by the BUYER, SELLER may seek to: (1) have the Contract specifically enforced and recover any damages caused by the BUYER'S delay in performing the Contract; or (2) terminate the Contract and, if the SELLER chooses, pursue any damages the SELLER incurred as a result of the BUYER'S breach of the Contract. If the contract is terminated, the Earnest Money will be distributed under the provisions of this Contract.
- B. If upon default either the BUYER or SELLER determines to pursue the BUYER'S or SELLER'S remedies and the non-defaulting party is successful in enforcing his or her remedy, unless otherwise provided by law, the defaulting party on the Contract will pay the non-defaulting party's attorneys' fees, costs and any other expenses incurred in enforcing the non-defaulting party's remedy against the defaulting party.

**28. CONTRACT BINDING ON ASSIGNS AND HEIRS:** This Contract shall be fully binding upon the parties and their administrators, assigns, executors, heirs and successors except as limited by this Contract.

**29. AGREEMENT TO USE ELECTRONIC SIGNATURES AND AGREEMENTS:** BUYER, SELLER and any real estate licensees involved in this transaction agree that this transaction may be conducted through electronic means according to the Kansas Uniform Electronic Transactions Act. However, any real estate licensees involved in this transaction have no authority to enter into electronic agreements with other parties on behalf of the BUYER or SELLER unless authorized to do so by a duly executed power of attorney.

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**30. BROKERAGE RELATIONSHIP DISCLOSURE:**

- A. BUYER and SELLER acknowledge that the real estate licensees involved in this transaction may be functioning as agents of the BUYER or SELLER or transaction brokers.
- B. Real estate licensees functioning as an agent of the BUYER have a duty to represent the BUYER'S interests and will not be an agent of the SELLER. Information given by the SELLER to an agent for the BUYER will be disclosed to the BUYER.
- C. Real estate licensees functioning as an agent of the SELLER have a duty to represent the SELLER'S interests and will not be an agent of the BUYER. Information given by the BUYER to an agent for the SELLER will be disclosed to the SELLER.
- D. Real estate licensees functioning in the capacity of a transaction broker are not agents for either party and do not advocate for the interests of either party.
- E. BUYER and SELLER acknowledge that the Real Estate Brokerage Relationships Brochure has been furnished to them.
- F. Listing Licensee is functioning as a: (Check the applicable function)
  - Seller's Agent; or
  - Designated Seller's Agent (Supervising Broker acts as a Transaction Broker).
- G. Selling Licensee is functioning as a: (Check the applicable function)
  - Seller's Agent;
  - Buyer's Agent;
  - Designated Seller's Agent (Supervising Broker acts as a Transaction Broker);
  - Designated Buyer's Agent (Supervising Broker acts as a Transaction Broker); or
  - Transaction Broker.

\_\_\_\_\_  
Name of Real Estate Licensee Assisting BUYER

\_\_\_\_\_  
Name of Real Estate Licensee Assisting SELLER

\_\_\_\_\_  
Name of Brokerage Firm Assisting BUYER

\_\_\_\_\_  
Name of Brokerage Firm Assisting SELLER

BUYER'S INITIALS \_\_\_\_\_  
SELLER'S INITIALS \_\_\_\_\_

**31. SEVERABILITY:** If any provision of this Contract, or any portion thereof, is rendered invalid by operation of law, judgment or court order, the remaining provisions thereof shall remain valid and enforceable and be construed to remain in force.

**32. GOVERNING PROVISIONS:** The laws of Kansas shall govern this Contract and its validity, construction and performance.

**33. ENTIRE AGREEMENT OF THE PARTIES:** The Contract constitutes the entire agreement between the parties and supersedes any previous agreements, contracts and representations, whether oral or written, to buy or sell the Property. Any prior agreements, contracts or representations, whether oral or written, have been merged into this Contract. There shall be no modification of any of the terms of this Contract unless such modifications have been agreed to in writing and signed by both parties. Neither this Contract, nor any interest herein, shall be transferred or assigned by the BUYER or SELLER without the prior written consent of both parties. No assignment shall serve to release or relieve the party assigning the Contract from any responsibilities or obligations under this Contract.

**34.  MEDIATION REQUIRED** (Section must be checked if applicable): BUYER and SELLER agree that any claim or dispute arising out of or relating to this Contract or the services provided by any real estate licensees involved in this transaction shall be submitted to mediation by completing and signing the Mediation Addendum and attaching it to this Contract. The Mediation Addendum must be completed, signed and attached to this Contract if the "agree" box is checked in this section.

**35. ACKNOWLEDGEMENT OF RECEIPT OF THE CONTRACT:** BUYER and SELLER acknowledge and certify that they have received, read and understood a copy of this Contract.

**36. ACKNOWLEDGEMENT OF RECEIPT OF EXPENSE ITEMIZATIONS:** BUYER and SELLER acknowledge the receipt of separate expense itemizations estimating the approximate costs to be incurred in buying or selling the Property.

**37. FORM AGREEMENT AND RECOMMENDATIONS FOR INDEPENDENT LEGAL ADVICE:** This Contract has been approved as a form contract by the legal counsel of the Kansas Association of REALTORS® for exclusive use by its REALTOR® members. This is a legally binding contract when the BUYER and SELLER sign the Contract. If not understood, the Kansas Association of REALTORS® and any real estate licensees involved in this transaction recommend that either party should seek the advice of an attorney before signing the completed agreement.

**38. SPECIAL CONDITIONS, PROVISIONS OR TERMS:**

Sample

BUYER'S INITIALS \_\_\_\_\_  
SELLER'S INITIALS \_\_\_\_\_

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

BUYER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SELLER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

BUYER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SELLER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

BUYER'S MAILING ADDRESS \_\_\_\_\_

SELLER'S MAILING ADDRESS \_\_\_\_\_

BUYER'S CITY, STATE AND ZIP CODE \_\_\_\_\_

SELLER'S CITY, STATE AND ZIP CODE \_\_\_\_\_

BUYER'S CONTACT TELEPHONE NUMBER \_\_\_\_\_

SELLER'S CONTACT TELEPHONE NUMBER \_\_\_\_\_

BUYER'S EMAIL ADDRESS \_\_\_\_\_

SELLER'S EMAIL ADDRESS \_\_\_\_\_

*For identification purposes only: (Please print or type)*

KREC File #: \_\_\_\_\_

Sample

Agent Name: \_\_\_\_\_ Agent Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_ Firm Name: \_\_\_\_\_

**FORM CERTIFICATION:** *(to be completed by the agent preparing this Contract)*

The undersigned agent assisted in completing the blanks in the foregoing form and confirms, to the best of his or her knowledge, that the printed form contains the language approved by the legal counsel for the Kansas Association of REALTORS®. The undersigned agent further confirms that no additions or deletions to the approved language have been made, except such changes as may appear in this form made by hand or typewriter and signed or initialed by the party submitting this offer. Agent's signature below is not an opinion as to the legal validity or meaning of any provisions contained in this form, but merely confirms that, to the best of the agent's knowledge, no changes have been made to the approved form.

\_\_\_\_\_  
Signature of the real estate licensee preparing this form (Initial the applicable box) \_\_\_\_\_ Listing agent \_\_\_\_\_ Selling agent

BUYER'S INITIALS \_\_\_\_\_  
SELLER'S INITIALS \_\_\_\_\_





Revised 9.21.23

Property Address: 8381 Kansa Ln Uall KS 67146

**Real Estate Brokerage Relationships**

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

**Types of Brokerage Relationships:** A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

**Seller's Agent:** The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees at the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

**Buyer's Agent:** The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees at the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

A **Transaction Broker** is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

**Duties and Obligations:** Agents and transaction brokers have duties and obligations under K.S.A. 58-30, 106, 58-30, 107, and 58-30, 113, and amendments thereto. A summary of those duties are:

An **Agent**, either seller's agent or buyer's agent, is responsible for performing the following duties:

- promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- protecting the client's confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the client to obtain expert advice
- accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- disclosing to the other party all adverse material facts actually known by the agent

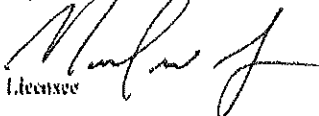
The **transaction broker** is responsible for performing the following duties:

- protecting the confidences of both parties
- exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- disclosing to the parties all adverse material facts actually known by the transaction broker

**Agents and Transaction Brokers** have no duties:

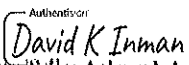
- conduct an independent inspection of the property for the benefit of any party
- conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

**General Information:** Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising branch broker, and the real estate company.

  
Licensee

Mark Sudduth  
Supervising branch broker

Sudduth Realty Inc.  
Real estate company name approved by the commission

Authentisign  
 03/07/24  
Buyer/Seller Acknowledgement (not required)

Approved by the Kansas Real Estate Commission on October 10, 2017



# Mold Notice, Disclosure, and Disclaimer

(Buyer and Seller)

Property Address: 8381 Kansa Ln Udall KS 67146

1. **Seller's Disclosure:** To the best of Seller's actual knowledge, Seller represents:
  - a. The Property described above \_\_\_\_\_ has X has not been previously tested for molds; (If the answer for 1.a. is "has not", then skip 1.b and 1.c and go to Section 2.)
  - b. The molds found \_\_\_\_\_ were \_\_\_\_\_ were not identified as toxic molds;
  - c. With regard to any molds that were found, measures \_\_\_\_\_ were \_\_\_\_\_ were not taken to remove those molds.
  
2. **Mold Inspection:** Molds, fungus, mildew, and similar organisms ("Mold Condition") may exist in the Property of which the Seller is unaware and has no actual knowledge. The Mold may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. A professional home inspection may not disclose Mold Conditions. As a result, Buyer may wish to obtain an inspection specifically for Mold Conditions to more fully determine the condition of the Property and this environmental status. Neither Seller's nor Buyer's agents are experts in the field of Mold Conditions and other related conditions and Buyer and Seller shall not rely on Broker or its agents for information relating to such conditions. Buyer is strongly encouraged to satisfy itself as to the condition of the property.
  
3. **Hold Harmless:** Buyer's decision to purchase the Property is independent of representation of the Broker or Broker's agent involved in the transaction regarding Mold Conditions. Accordingly, Buyer agrees to indemnify and hold Realty Executives Sudduth Realty, Inc. (Mark Sudduth Realty, Inc.) Broker(s), Transaction Broker, Agents, and Designated Agent(s) harmless in the event any Mold Conditions are present on the Property.
  
4. **Receipt of Copy:** Seller and Buyer have read and acknowledge receipt of a copy of this Mold Disclosure.

**Professional Advice:** Seller and Buyer acknowledge that they have been advised to consult with a professional of their choice regarding any questions or concerns relating to Mold Conditions or this Mold Disclosure.

\_\_\_\_\_  
Buyer Date

Authentisign  
David K Inman 03/07/24  
Seller Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Seller Date