



Filed
September 29, 2014
Data Center
Missouri Public
Service Commission

FRANCHISE/AFFILIATE BUSINESS DISCLOSURE

Seller: Tommle K. and Shirley A. Scott, h/w

Buyer: Mark T. and Shari L. Mutchler, H/W

Property: 3207 S. 13 Highway Polo 64671

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By signing below, I/we acknowledge receipt of this disclosure and understand its contents.

DocuSigned by: _____

Seller Buyer Date _____ Seller Buyer Date _____

Seller Buyer Date _____ Seller Buyer Date _____

Witness Exhibit No. 29

Date 9-4-14 Reporter _____

File No. EA-2014-0207

Hamilton, MO



RESIDENTIAL SEPTIC SYSTEM ADDENDUM

1 **SELLER:** Tommie K. and Shirley A. Scott, h/w

2

3 **BUYER:** Mark T. and Shari L. Mutchler, H/W

4

5 **PROPERTY:** 3207 S. 13 Highway Polo 64671

6

7 The Property which is the subject of this Contract is not connected to a municipal or public sewer system.
8 Sewage disposal is accomplished with a septic tank or similar installation. Septic systems may be subject
9 to local, state and federal regulation. Installations which were proper at the time of original construction
10 may not comply with governmental regulations which have been enacted since that time. **It is**
11 **recommended that BUYER check with lender and/or local government authority regarding septic**
12 **system inspection.**

13

14 Lenders are becoming more sensitive to environmental regulations, and it should be anticipated the
15 BUYER'S financing may be conditioned upon proof that the septic system meets current regulatory
16 requirements.

17

18 Even if a septic inspection is not required by lender or local government, BUYER is advised to consider
19 an independent inspection of the septic system.

20

21 **In the event proof of regulatory compliance of the septic system is required by a lender, or is**
22 **sought for any other reason, and it is determined the system does not comply, it may be**
23 **necessary to bring the system into compliance. Significant expense may be involved.**

24

25 The cost of pumping the septic tank, if needed, for purposes of this inspection will be paid by:
26 **(Check One)** SELLER BUYER.

27

28

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

32

33 
34 _____ 8/9/2013

35 **SELLER** _____ **DATE** **BUYER** _____ **DATE**

36 
37 _____ 8/9/2013

38 **SELLER** _____ **DATE** **BUYER** _____ **DATE**

39

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KANSAS CITY
HOMES

LAND REAL ESTATE SALE CONTRACT

1 THIS CONTRACT is made between: (PRINT NAMES AND INDICATE MARITAL STATUS; IF NOT
2 COMPLETED, SELLER'S NAMES TO BE INSERTED BY LICENSEE ASSISTING SELLER PRIOR TO
3 PRESENTATION TO SELLER)

4
5 SELLER: Tommie K. and Shirley A. Scott, h/w

6
7 BUYER: Mark T. and Shari L. Mutchler, H/W

8
9 **Bank-Owned Property (check if applicable):** If the real property is bank-owned and the titled owner
10 of record is not known at the Effective Date of this Contract, BUYER and SELLER agree the name of the
11 SELLER is amended to as it is stated in the Deed at Closing and is incorporated herein by reference and in
12 any amendments and addenda. SELLER warrants it has full authority to sign and perform on this Contract
13 on behalf of the titled owner of record.

14
15 **CONTRACT, ADDENDA, INCLUSIONS AND PROCESSES**

16
17 1. **PROPERTY.** BUYER agrees to purchase and SELLER agrees to sell the real property and the
18 improvements thereon (the "Property") commonly known as:

19
20 3207 S. 13 Highway Polo 64671 Caldwell
21 **Street Address** **City** **Zip** **County**

22
23 **STATE: (Check one)** Missouri Kansas

24
25 **LEGAL DESCRIPTION:** (As described below)

26 See attached

27
28
29
30
31
32 **The Property will include the following, if any, unless otherwise excluded:**

33
34 a. **Additional Inclusions.** The following items, if any, supersede the Seller's Disclosure and the pre-
35 printed list before; are considered to be part of the Property, and **are** included in the sale.

36 All heaters/AC units stay w property. Saw mill and components

37
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43 b. **Exclusions.** The following items, if any, supersede the Seller's Disclosure and the pre-printed list
44 before; are **not** considered to be part of the Property, and are **not** included in the sale.

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50
[Redacted]
SELLER | SELLER

Initials SELLER and BUYER acknowledge they have read this page Initials

[Redacted]
BUYER | BUYER

51 **2. ADDITIONAL TERMS AND CONDITIONS.**

52 Offer is contingent upon seller obtaining verification the Grain Belt Express Clean Line or HVDC lines
53 will NOT cross, interfere or affect property. Buyer must approve said verification. See attached
54 Contract addenda.
55

56
57
58

59 **3. GOVERNMENT PROGRAMS.** BUYER acknowledges the possibility of government farm programs on
60 the Property, or that programs could be obtained, and BUYER accepts the responsibility for researching
61 said programs. BUYER is not relying on any other representations regarding accessing government
62 programs.
63

- 64 BUYER acknowledges and agrees to execute necessary documentation to continue
65 government farm program subsequent to the Closing Date.
- 66 BUYER does not intend to participate in any existing government farm program.
67

68 **4. ADDENDA.** The following Addenda (riders, supplements, etc.) are attached hereto and are a part of
69 this Contract: (Check applicable boxes)
70

- 71 Seller's Disclosure and Condition of Property Addendum (Land) Other: Septic add.
- 72 Other: Addendum to Contract
- 73 Dispute Resolution/Mediation Addendum Other: residential disclosure
74

75 a. **Effective Date.** The Effective Date will be the date of final acceptance by the last party to sign
76 this agreement or a Counter Offer Addendum, and Addendum(s) including the following signed by
77 all parties and attached hereto: The **Brokerage Relationship Disclosure Paragraph** of this
78 agreement; SELLER completes and BUYER and SELLER have signed a **Seller's Disclosure**
79 **and Condition of Property Addendum (Land)** for the Property.
80

81 b. **Seller's Disclosure Status.** SELLER confirms information contained in the Seller's Disclosure and
82 Condition of Property Addendum is current as of the Effective Date of the Contract. SELLER
83 understands that the law requires disclosure of any material defects, known to SELLER, in the
84 Property to prospective Buyer(s) and that failure to do so may result in civil liability for damages.
85

86 c. **Entire Agreement and Manner of Modifications.** This Contract and all attachments constitute the
87 complete agreement of the parties concerning the Property; supersede all previous agreements,
88 and may be modified or assigned only by a written agreement signed by all parties.
89

90 d. **Parties.** This is a Contract between SELLER and BUYER. If SELLER or BUYER constitutes two or
91 more persons, the terms "SELLER" or "BUYER" will be construed to read "SELLERS" or "BUYERS"
92 whenever the sense of the Contract requires.
93

94 Unless identified as SELLER or BUYER, Listing Broker and any Cooperating Broker and their
95 Agents (collectively referred to as "Broker") and any Escrow or Closing Agent are acting as Agents
96 only and are not parties to this Contract.
97

98 SELLER and BUYER acknowledge Broker may have a financial interest in third parties providing
99 specialized services required by this Contract including, but not limited to: Lender, title insurance
100 company, Escrow Agent, Closing Agent, warranty company, wood infestation/mechanical/structural
101 or other inspectors and repair personnel. SELLER and BUYER agree Broker will not be responsible
102 for the conduct of third parties providing specialized services whether those services were arranged
103 by SELLER, BUYER, or Broker on behalf of either.

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

104 e. **Notices.** Any notice or other communication required or permitted hereunder may be delivered in
105 person, by facsimile, United States Postal Service, courier service or email to the address set forth
106 in this Contract or such other address or number as will be furnished in writing by any such party.
107

108 Such notice or communication will be deemed to have been given as of the date and time so
109 delivered. Delivery to or receipt by the Licensee assisting BUYER will constitute receipt by BUYER
110 and delivery to or receipt by the Licensee assisting SELLER will constitute receipt by SELLER.
111

112 f. **Electronic Transaction.** All parties agree this transaction may be conducted by electronic means,
113 including email, according to the Uniform Electronic Transaction Act as adopted in Kansas and
114 Missouri.
115

116 **5. CONTRACT CONTINGENCIES.** This Contract is contingent upon:

- 117 BUYER obtaining a soil analysis for the purpose of placing a private waste water
- 118 disposal system on the Property that is acceptable to the BUYER.
- 119 BUYER obtaining verification that a water meter is available. SELLER makes no
- 120 representation regarding cost of installation.
- 121 BUYER obtaining verification building permits can be obtained.
- 122 BUYER reviewing and accepting the terms of any deed restrictions.
- 123 BUYER reviewing and accepting the terms of any Homeowner's Association.
- 124 Other: Verification there will be no HVDC lines on or near property
- 125

126 BUYER will have _____ calendar days from the Effective Date of this Contract to remove all
127 of these contingencies or to cancel the Contract by written notification to the SELLER if the
128 contingencies cannot be satisfied. **Failure to notify SELLER within the time specified constitutes a**
129 **waiver of the contingencies and the BUYER waives their right to renegotiate or cancel the**
130 **Contract.**
131

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133 **PURCHASE PRICE, FINANCIAL TERMS AND CLOSING AND POSSESSION**

134
135 **6. PURCHASE PRICE.** The Purchase Price for the Property is \$ 115,000
136 which BUYER agrees to pay as follows:

- 137
- 138 a. Earnest Money in the form of: **(Check one)**
- 139 Personal check OR Other _____
- 140 in the amount of \$ 2,800 (a)
- 141 Deposited with: **(Check one)**
- 142 _____ Listing Broker
- 143 _____ Escrow Agent
- 144 SELLER (BUYER acknowledges that funds payable to and held by
- 145 the SELLER **WILL NOT** be held subject to the terms in Earnest Money
- 146 and Additional Deposits paragraph.)

- 147
- 148 b. Additional Earnest Money on or before _____ \$ _____ (b)
- 149 Personal check OR Other _____
- 150 Deposited within 5 business days with: **(Check one)**
- 151 _____ Listing Broker
- 152 _____ Escrow Agent
- 153 SELLER (BUYER acknowledges that funds payable to and held by
- 154 SELLER **WILL NOT** be held subject to the terms of Earnest Money
- 155 and Additional Deposits paragraph.)

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

156 c. Total Amount Financed by BUYER (Zero if Cash Sale) \$ 86,250 (c)
157 (not including financed mortgage insurance premiums
158 or other Closing costs, if any)

160 d. Balance of Purchase Price to be paid in CERTIFIED FUNDS \$ 25,950 (d)
161 (Purchase Price less a, b & c of this paragraph) on or before the
162 Closing Date.

164 e. Total Additional Seller Expenses (Each line \$0 if left blank):

166 1. Additional SELLER paid costs. In addition to any other costs SELLER
167 agreed to pay herein, SELLER agrees to pay other allowable Closing
168 costs permitted by Lender(s) and/or prepaid items for BUYER, not
169 to exceed: \$ 0

171 2. Lender(s) approved down payment assistance costs. \$

173 TOTAL ADDITIONAL SELLER EXPENSES NOT TO EXCEED: \$ 0

175 f. Other Financing Costs.

177 1. Loan Costs. BUYER agrees to pay all customary costs necessary to obtain the Loan(s)
178 (including but not limited to, origination fees, discounts or buy-downs) unless otherwise agreed.

180 2. Private Mortgage Insurance (PMI). BUYER will pay any up front PMI premium and annual
181 renewal premiums or will finance the PMI as a part of the Loan(s), if required by Lender(s).

183 3. FHA Mortgage Insurance (MIP). BUYER will pay any up front MIP premium and annual
184 renewal premiums or will finance MIP as a part of the Loan(s).

186 4. DVA Funding Fee as required by Lender(s) will be paid at Closing by the BUYER or financed
187 as part of the Loan(s).

189 5. Flood Insurance. BUYER agrees to pay for flood insurance if required by Lender(s).

191 7. APPRAISED VALUE CONTINGENCY.

193 If Financing is being obtained, the appraisal must be completed before the Loan commitment
194 due date.

196 If a cash sale, BUYER may within _____ calendar days from the Effective Date of this Contract
197 (within the Inspection Period if left blank) obtain, at BUYER'S expense, an appraisal of the Property by
198 an independent licensed appraiser.

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

204 a. SELLER or BUYER may seek a reconsideration of value by the appraiser, to be completed within
205 _____ calendar days (7 days if left blank) of delivery of the BUYER'S notice. If such
206 reconsideration finds a value equal to or greater than the Purchase Price, the transaction will move
207 forward to Closing.

SELLER [SELLER] Initials SELLER and BUYER acknowledge they have read this page Initials [BUYER] BUYER

208 b. If such reconsideration finds a value less than the Purchase Price, BUYER and SELLER will have
209 _____ calendar days (5 days if left blank) to agree upon an acceptable Purchase Price in writing. If
210 BUYER and SELLER fail to agree to an acceptable Purchase Price within the time period stated
211 above, either party may cancel the Contract by written notice to the other, and BUYER'S Earnest
212 Money will be subject to the provisions of the Earnest Money and Additional Deposits paragraph of
213 the Contract.
214

215 8. SALE CONTINGENCY. In the event the sale is contingent upon the sale and/or Closing of BUYER'S
216 Property, the Contingency For Sale and/or Closing Of Buyer's Property Addendum must be
217 attached.
218

219 9. FINANCIAL TERMS.

220 THIS IS A CASH SALE. BUYER must provide written verification from a depository of funds on
221 deposit within _____ calendar days (5 days if left blank) which are sufficient to complete the Closing on
222 this Contract.
223

224 THIS IS A FINANCED SALE. This Contract is contingent upon BUYER obtaining the financing
225 described in this paragraph.
226

227 BUYER may obtain Loan(s) different from those described herein provided that the terms of the Loan(s)
228 do not result in additional costs to SELLER, delay the Closing Date, or change the Loan approval time
229 frame. These changes must be agreed in writing, by both parties, within 3 days of BUYER'S knowledge
230 and no later than _____ business days before Closing (15 days if left blank).
231

232 BUYER and SELLER are hereby informed that any changes to the terms below after the Effective Date
233 of the Contract have the potential to delay Closing and/or change costs due to federal regulations.
234

235 a. Type of Financing. Loan(s) will be owner-occupied Loan(s) or investment Loan(s).
236
237

238 b. Loan Types/Terms. BUYER will obtain a Loan upon the following terms:
239

Type:	Primary Loan	Secondary Loan
Conventional	<input type="checkbox"/>	<input type="checkbox"/>
FHA	<input type="checkbox"/>	<input type="checkbox"/>
DVA	<input type="checkbox"/>	<input type="checkbox"/>
Other private _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Not Applicable	<input type="checkbox"/>	<input type="checkbox"/>
Interest Rate:		
Fixed Rate	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Adjustable Rate	<input type="checkbox"/>	<input type="checkbox"/>
Interest Only	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>
Amortization Period	<u>30</u> years	_____ years
Principal Amount or LTV	<u>75%</u>	_____

246 All Loan amounts will include financed mortgage insurance premiums or DVA funding fee, if
247 any, according to the provisions described herein (the "Loan"). The Loan(s) will be secured by a
248 mortgage/deed of trust on the Property or as otherwise required by Lender(s), and repayable in
249 monthly installments.
250
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253 _____ Initials SELLER and BUYER acknowledge they have read this page. Initials _____
254 SELLER | SELLER BUYER | BUYER

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c. The Loan(s) will bear interest as follows:

- 1. Primary Loan interest rate not exceeding 6 % per annum or _____ the prevailing rate at Closing
- 2. Secondary Loan _____ interest rate not exceeding _____ % per annum or _____ the prevailing rate at Closing

BUYER has the option to "lock in" the foregoing interest rate or to "float" the interest rate. If BUYER locks in a rate, BUYER agrees to accept the "locked" rate and terms even if different than those stated above. If BUYER floats the rate, BUYER agrees to accept the rate and terms available from BUYER'S Lender(s) for which BUYER qualifies at Closing.

d. Loan Application(s).

BUYER IS PRE-APPROVED (See attached Lender(s) letter(s).) BUYER has submitted information to PONY EXPRESS / JORDAN BARTH ("Lender(s)") who has checked BUYER'S credit and indicated that BUYER can qualify for a Loan(s) in an amount equal to or greater than the Loan(s) contemplated in this Contract, subject to satisfactory appraisal of the Property and any other conditions set forth in the attached Lender(s) letter(s). **The pre-approval must indicate that the BUYER'S credit is acceptable to Lender(s) and indicate whether or not the pre-approval is subject to the sale and Closing of the BUYER'S current property.**

BUYER IS NOT PRE-APPROVED. Within _____ calendar days (5 days if left blank) after the Effective Date of this Contract, BUYER will complete a written application.



BUYER agrees to authorize Lender(s) to perform all required services (credit report, appraisal, etc.), promptly pay the fees required by Lender(s), and promptly provide Lender(s) with all information requested.

SELLER is aware that pre-approval is not a guarantee that BUYER will receive Lender(s) Loan approval(s).

- e. Loan Approval(s).** BUYER agrees to make a good faith effort to obtain a commitment for the Loan(s) within _____ calendar days (30 days if left blank) from the Effective Date of this Contract (the "Loan Approval Period") or within _____ calendar days (5 days if left blank) prior to the Closing Date, whichever is earlier.

If BUYER is unable to obtain a commitment for the Loan(s) within the Loan Approval Period, BUYER or SELLER may cancel this Contract by written notice. If BUYER is unable to obtain the financing described herein, BUYER must provide written evidence of rejection from BUYER'S Lender(s). In either case, BUYER'S Earnest Money will be subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

- f. Lender(s) Appraisal Requirements.** In addition to any other costs or sums to be paid by SELLER pursuant to this Contract, SELLER agrees to pay an amount not to exceed \$_____ (zero if left blank) for requirements contained in the Lender's appraisal. Appraisal and/or Lender(s) requirements will include inspections and/or repairs, but not any for which BUYER has agreed to be responsible elsewhere in this Contract.

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

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If appraisal and/or Lender(s) requirements exceed the amount in this blank and if SELLER and BUYER have not agreed in writing to a resolution of the excess appraisal and/or Lender(s) requirements prior to the Closing Date, or within the time period (no less than 5 business days) specified in a written demand by either party, this Contract will be cancelled and disposition of BUYER'S Earnest Money will be subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

10. CLOSING AND POSSESSION. On or before 05/01/2014 ("Closing Date"), SELLER will execute and deliver into escrow with the title company(s) or other Closing Agent(s), a general warranty deed (or special warranty deed or fiduciary deed, if SELLER is a corporation, association, financial institution or fiduciary) and all other documents and funds necessary to satisfy SELLER'S obligations under this Contract.

On or before the Closing Date, BUYER will execute and deliver into escrow with the title company(s) or other Closing Agent(s), all documents (including note(s), mortgage(s)/deed(s) of trust, and any other documents required by BUYER'S Lender(s), if BUYER is obtaining financing) and funds (including Loan proceeds, if BUYER is obtaining financing) necessary to satisfy BUYER'S obligations under this Contract.

SELLER and BUYER acknowledge all funds required for Closing must be in the form of cashier's check, wire transfer or other certified funds.

When all documents and funds have been executed and delivered into escrow with the title company(s) or other Closing Agent(s), the Closing will be completed. SELLER will deliver possession of the Property to BUYER on 05/01/2014 at _____ o'clock, (if left blank, Possession will be 5:00 P.M. on the Closing Date).

BUYER must not occupy the Property or place personal property in or on it prior to completion of the Closing and disbursement or availability of SELLER'S proceeds, if any, unless otherwise agreed upon in writing by the BUYER and the SELLER.

CONDITION, MAINTENANCE AND INSPECTIONS OF THE PROPERTY

11. FUEL TANK(S). The BUYER will pay SELLER for the amount of fuel left in tank(s) at Closing based upon SELLER'S actual cost at time of purchase, if applicable. SELLER will have tank read no earlier than 7 calendar days and no later than 3 calendar days prior to the Closing Date and provide documentation to BUYER.

12. MAINTENANCE OF PROPERTY. SELLER will maintain the Property in its present condition through the Possession Date. SELLER will advise BUYER of any substantial change in the condition of the Property prior to Closing Date. Unless otherwise agreed in writing, SELLER will remove all possessions from the Property, upon vacating or prior to delivery of Possession.

(Check if applicable) SELLER will remove the following prior to the Possession Date: _____
All items not included in sale including bus, tires, water tank & out-house

13. CASUALTY LOSS. If before delivery of the deed to BUYER, improvements on the Property are damaged or destroyed by fire or other causes including those that could be covered by what is known as fire and extended coverage insurance, then the SELLER must notify the BUYER in writing within 24 hours of such damage. The parties agree that the risk of that damage or destruction will be borne as follows:

a. If the damage is minor, SELLER may repair or replace the damage done to the Property if the work can be completed before the Closing Date.

SELLER | SELLER Initials SELLER and BUYER acknowledge they have read this page Initials _____
BUYER | BUYER



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If the SELLER elects to repair or replace the damage done to the Property, but repair/replacement cannot be completed prior to the Closing, with written agreement between the parties one of the following options will be chosen:

- 1. SELLER will pay for repair/replacement after Closing; or
 - 2. The parties will extend the Closing Date to such time as repairs/replacement can be completed; or
 - 3. With consent of BUYER'S Lender(s), 1.5 times the estimated cost of repair/replacement will be escrowed until repair/replacement is complete with any funds remaining after payment for repairs/replacement being remitted to the party that funded the escrow.
- b. If SELLER elects not to repair or replace the damage done to the Property, or if the damage is not minor, the BUYER may enforce or cancel this Contract by written notice to SELLER within 10 days after receiving notice of such damage to the Property.
- 1. If BUYER elects to enforce this Contract, the Purchase Price will not be reduced and the Property will be conveyed in its existing condition at the time, provided SELLER must furnish BUYER with a copy of the insurance damage assessment and be responsible for paying the insurance deductible and assign SELLER'S fire and extended coverage proceeds to BUYER at Closing.
 - 2. If BUYER and SELLER mutually agree upon the cost of repairs, then SELLER may pay the cost of those repairs.

14. SURVEY. BUYER acknowledges that a Mortgage Inspection Report or "Loan Survey" normally required by a lending institution is not a "Staked Survey". A title insurance company typically requires a "Staked Survey" in order to provide survey coverage to the BUYER.

A "Staked Survey" of the Property is to determine there are no defects, encroachments, overlaps, boundary line or acreage disputes, or other such matters, that would be disclosed by a survey.

At least 10 days prior to the Closing Date, BUYER will notify SELLER of any encroachments of any improvements upon, from, or onto the Property or any building setback line, property line, or easement, which encroachment will be deemed to be a title defect. SELLER will remedy such defects as are susceptible of being remedied prior to the Closing Date. If SELLER does not remedy the defects in title, BUYER will have the option of:

- a. Completing this purchase and accepting the title that SELLER is able to convey without adjustment in the Purchase Price; or
- b. Cancelling this Contract. BUYER'S Earnest Money will be subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

(Check box, if applicable):

- BUYER will, at BUYER'S expense, provide a "Staked Boundary Survey" for the Property prior to the Closing Date.
- SELLER will, at SELLER'S expense, provide a "Staked Boundary Survey" for the Property prior to Closing. This survey may not replace Lender's required loan inspection survey, if any, provided at BUYER'S expense.
- SELLER will provide a "Staked Boundary Survey" for the Property prior to the Closing Date, which will be paid for as follows:
- BUYER acknowledges there is no "Staked Survey" and is not requiring SELLER to provide a survey.

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



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15. INSPECTIONS AND DUE DILIGENCE. BUYER may, within _____ calendar days (30 Days if left blank) (the "Inspection and Due Diligence Period") after the Effective Date of this Contract, at BUYER'S expense, have the Property inspected and may conduct due diligence with regulatory agencies, governmental agencies, marketing firms, engineering firms and other authorities to determine the suitability of the Property for the intended use by BUYER. **BUYER acknowledges such inspections may not identify deficiencies in inaccessible areas of the Property and may be limited by weather conditions at the time of the inspection.**

BUYER has the opportunity to become informed about environmental pollutants and the potential health risks of environmental pollutants. The SELLER and Licensee assisting the SELLER and/or the BUYER does not claim or possess any special expertise in the measurement or reduction of environmental pollutants, nor have they provided any advice to BUYER as to acceptable levels. Any testing desired or required will be at BUYER'S expense.

- a. **Access to Property, Re-Inspections, Damages and Repairs.** SELLER will provide BUYER reasonable access to the Property to conduct the inspections, re-inspections, inspection of any corrective measures completed by SELLER and/or final walk through prior to the Closing Date. **BUYER will be responsible and pay for any damage to the Property resulting from the inspection(s).** SELLER agrees any corrective measures which SELLER performs pursuant to the following provisions will be completed in a workmanlike manner with good-quality materials.
- b. **What If Buyer Does Not Conduct Inspections?** If BUYER does not conduct inspections, BUYER will have waived any right to cancel or renegotiate this Contract pursuant to the inspection provisions.
- c. **What Is An Unacceptable Condition?** An Unacceptable Condition is any condition identified in a written inspection report prepared by an independent qualified inspector of BUYER'S choice, which condition is unacceptable to BUYER and not otherwise excluded in this Contract.
- d. **What If Buyer Does Not Give Timely Notice Of Unacceptable Conditions?** If BUYER conducts inspections, but fails to notify SELLER of Unacceptable Conditions prior to the expiration of the Inspection and Due Diligence Period, BUYER will have waived any right to cancel or renegotiate this Contract pursuant to these inspection provisions.
- e. **What Is Not An Unacceptable Condition?** The following items will not be considered Unacceptable Conditions and cannot be used by BUYER as a reason to cancel or renegotiate this Contract.
- f. **What If Buyer's Inspections Reveal Unacceptable Conditions?** If BUYER'S inspections reveal Unacceptable Conditions, BUYER may do any one of the following.
 - 1. **ACCEPT THE PROPERTY "AS IS",** BUYER may notify SELLER that the inspections are satisfactory or do nothing. In either case, BUYER will have waived any right to cancel or renegotiate due to any Unacceptable Conditions.
 - 2. **CANCEL THIS CONTRACT** by notifying SELLER in writing within the Inspection and Due Diligence Period.
 - 3. **OFFER TO RENEGOTIATE** with SELLER by notifying SELLER in writing within the Inspection and Due Diligence period and identifying the Unacceptable Conditions.

BUYER'S notice of cancellation or offer to renegotiate terminates the Inspection and Due Diligence Period and must be accompanied by the applicable written inspection report(s) in their entirety from the independent qualified inspector(s) who conducted the inspection(s).

SELLER | SELLER Initials SELLER and BUYER acknowledge they have read this page Initials | _____
BUYER | BUYER



472 g. **Resolution of Unacceptable Conditions.** BUYER and SELLER shall have _____ calendar days
473 (5 days if left blank) after SELLER'S receipt of BUYER'S Inspection Notice/Offer to Renegotiate (the
474 "Renegotiation Period"), to reach an agreement resolving the Unacceptable Conditions. Any of the
475 following executed and delivered to the other party or other party's agent prior to the expiration of
476 the Renegotiation Period will constitute such an agreement.

- 477
- 478 1. An amendment signed by BUYER and SELLER resolving the Unacceptable Conditions.
- 479 2. A written statement signed by BUYER accepting the Property "as is" without correction of
- 480 any Unacceptable Conditions.
- 481 3. A written statement signed by SELLER agreeing to do everything requested by BUYER in
- 482 BUYER'S Offer to Renegotiate.
- 483

484 **If no agreement resolving the Unacceptable Conditions is reached as provided above, prior**
485 **to the expiration of the Renegotiation Period, then after expiration of the Renegotiation**
486 **Period, either party may cancel this Contract by written notice to the other, and Earnest**
487 **Money will be subject to the provisions of the Earnest Money and Additional Deposits**
488 **paragraph of the Contract.**

489
490 **DEFAULTS AND REMEDIES**

491
492 **16. DEFAULTS AND REMEDIES.** SELLER or BUYER will be in default under this Contract if either fails to
493 comply with any material covenant, agreement or obligation within any time limits required by this
494 Contract. Following a default by either SELLER or BUYER under this Contract, the other party will
495 have the following remedies, subject to the provisions of Earnest Money and Additional Deposits
496 paragraph of this Contract.

497
498 **If SELLER defaults, BUYER may:**

- 499
- 500 a. Specifically enforce this Contract and recover damages suffered by BUYER as a result of the delay in
- 501 the acquisition of the Property.
- 502
- 503 b. Terminate this Contract by written notice to SELLER and, at BUYER'S option, pursue any remedy
- 504 and damages available by law or in equity. If BUYER elects to terminate this Contract, the Earnest
- 505 Money will be returned to BUYER subject to the provisions of Earnest Money and Additional Deposits
- 506 paragraph of this Contract.
- 507

508 **If BUYER defaults, SELLER may:**

- 509
- 510 a. Specifically enforce this Contract and recover damages suffered by SELLER as a result of the delay
- 511 in the sale of the Property.
- 512
- 513 b. Terminate this Contract by written notice to BUYER and, at SELLER'S option, either retain the
- 514 Earnest Money as liquidated damages as SELLER'S sole remedy (the parties recognizing that it
- 515 would be extremely difficult to ascertain the extent of actual damages caused by BUYER'S breach,
- 516 and that the Earnest Money represents as fair an approximation of such actual damages as the
- 517 parties can now determine) as provided in this Contract, or pursue any other remedy and damages
- 518 available at law or in equity.
- 519

520 **If as a result of a default under this Contract, either SELLER or BUYER employs an attorney to enforce**
521 **its rights, the defaulting party will, unless prohibited by law, reimburse the non-defaulting party for all**
522 **reasonable attorney fees, court costs and other legal expenses incurred by the non-defaulting party in**
523 **connection with the default. TIME IS OF THE ESSENCE IN THIS CONTRACT.**

SELLER | SELLER

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

BUYER | BUYER

ADDITIONAL DISCLOSURES INCLUDING THOSE MANDATED BY STATE OR FEDERAL LAW

17. CRIMINAL OFFENDERS. In Missouri and Kansas, 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 in Kansas. In Missouri, BUYER should contact the Sheriff of the county in which the Property is located.

18. BROKERAGE RELATIONSHIP DISCLOSURE.

SELLER and BUYER acknowledge the Real Estate Brokerage Relationship Brochure has been furnished to them and the brokerage relationships were disclosed to them no later than the first showing, upon first contact, or immediately upon the occurrence of any change to that relationship.

SELLER and BUYER acknowledge the real estate Licensee(s) involved in this transaction may be acting as Agents of the SELLER, Agents of the BUYER, Transaction Broker(s) or Disclosed Dual Agents (Available only in Missouri.).

Licensee acting in the capacity of:

- a. Agent for the SELLER has a duty to represent the SELLER'S interest and will not be the Agent of the BUYER. Information given by the BUYER to an Agent of the SELLER will be disclosed to the SELLER.
- b. Agent for the BUYER has a duty to represent the BUYER'S interest and will not be an Agent of the SELLER. Information given by the SELLER to an Agent of the BUYER will be disclosed to the BUYER.
- c. Transaction Broker is not an Agent for either party and does not advocate the interests of either party.
- d. Disclosed Dual Agent (Available only in Missouri.) is acting as an Agent for both the SELLER and the BUYER, and a separate Disclosed Dual Agency Amendment is required.

<p>Licensee assisting Seller is a: (Check appropriate box(es))</p> <p><input checked="" type="checkbox"/> SELLER'S Agent</p> <p><input type="checkbox"/> Designated SELLER'S Agent (In Kansas, Supervising Broker acts as a Transaction Broker)</p> <p><input type="checkbox"/> Transaction Broker and SELLER agrees, if applicable, to sign a Transaction Broker Addendum. SELLER is not being represented.</p> <p><input type="checkbox"/> Disclosed Dual Agent and SELLER agrees to sign a Disclosed Dual Agency Amendment. (Missouri only)</p> <p><input type="checkbox"/> BUYER'S Agent</p> <p><input type="checkbox"/> Designated BUYER'S Agent (In Kansas, Supervising Broker acts as a Transaction Broker)</p> <p><input type="checkbox"/> Subagent</p> <p><input type="checkbox"/> SELLER is not being represented.</p>	<p>Licensee assisting Buyer is a: (Check appropriate box(es))</p> <p><input type="checkbox"/> BUYER'S Agent</p> <p><input checked="" type="checkbox"/> Designated BUYER'S Agent (In Kansas, Supervising Broker acts as a Transaction Broker)</p> <p><input type="checkbox"/> Transaction Broker and BUYER agrees, if applicable, to sign a Transaction Broker Addendum. BUYER is not being represented.</p> <p><input type="checkbox"/> Disclosed Dual Agent and BUYER agrees to sign a Disclosed Dual Agency Amendment. (Missouri only)</p> <p><input type="checkbox"/> SELLER'S Agent</p> <p><input type="checkbox"/> Designated SELLER'S Agent (In Kansas, Supervising Broker acts as a Transaction Broker)</p> <p><input type="checkbox"/> Subagent</p> <p><input type="checkbox"/> BUYER is not being represented.</p>
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SOURCE OF COMPENSATION. Brokerage fees, to include but not limited to broker commissions and other fees, will be paid out of escrow at Closing as follows, unless otherwise described in the terms of the respective agency agreements or other SELLER/BUYER agreements. **SELLER and BUYER understand and agree Brokers may be compensated by more than one party in the transaction. (Check all applicable boxes)**

Brokers are compensated by: SELLER and/or BUYER

The signatures below only apply to the Brokerage Relationship Disclosure.

<p>8/9/2013</p> <p>Disclosed by _____</p> <p>Licensee assisting Seller _____ DATE _____</p> <p>8/9/2013</p> <p>8/9/2013</p> <p>8/9/2013</p> <p>8/9/2013</p>	<p>8/9/2013</p> <p>Disclosed by _____</p> <p>Licensee assisting Buyer _____ DATE _____</p> <p>8/9/2013</p> <p>8/9/2013</p> <p>8/9/2013</p> <p>8/9/2013</p>
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TERMS AND CONDITIONS

19. EARNEST MONEY AND ADDITIONAL DEPOSITS. Upon acceptance of this Contract, unless otherwise agreed, any Earnest Money or Additional Deposits will be deposited within 5 business days (if Kansas Property)/10 banking days (if Missouri Property) of the Effective Date, in an insured escrow account maintained by Listing Broker or Escrow Agent. BUYER and SELLER agree the Listing Broker or Escrow Agent may retain any interest earned on escrowed funds.

If this Contract is terminated by the express provisions of this Contract or by either party pursuant to a right expressly given in this Contract, the Earnest Money and Additional Deposits will be returned to BUYER, and neither party will have any further rights or obligations under this Contract, except as otherwise stated in this Contract.

Notwithstanding any other terms of this Contract providing for the forfeiture or refund of Earnest Money and Additional Deposits, the parties understand neither the Listing Broker nor the Escrow Agent can distribute the Earnest Money and Additional Deposits without the written consent of all parties to this Contract unless permitted to do so by applicable state laws.

If BUYER and SELLER are unable to agree in writing upon the disposition of the Earnest Money and Additional Deposits or any other funds, Listing Broker or Escrow Agent may commence an inter-pleader or similar proceeding and BUYER and SELLER authorize Listing Broker or Escrow Agent to pay all funds to the Clerk of the Court for disposition as the Court may direct.

BUYER and SELLER agree Listing Broker or Escrow Agent will be entitled to reimbursement of its costs incurred in connection with the inter-pleader or similar proceeding including without limitation, reasonable attorney fees and expenses.

BUYER and SELLER agree, in the absence of a dispute or written consent to distribution, the failure by either to respond in writing to a certified letter from Listing Broker or Escrow Agent within 7 days (if Kansas Property)/15 days (if Missouri Property) of receipt thereof or failure to make written demand for return or forfeiture of the Earnest Money and Additional Deposits within 30 days (if Kansas Property)/60 days (if Missouri Property) of notice of cancellation of this Contract will constitute consent to distribution of the Earnest Money and Additional Deposits as suggested in such certified letter.

All parties acknowledge any Earnest Deposit funds that remain in the Broker's escrow account for over 1 year (if Missouri Property)/5 years (if Kansas Property) may be sent to the respective states as requested or required by law.

20. TAXES, PRORATIONS AND SPECIAL ASSESSMENTS. All general/state/county/school and municipal real estate taxes, homeowner's association dues and fees, special assessments, interest on existing Loans to be assumed by BUYER, and any other contractual obligations of SELLER to be assumed by BUYER for years prior to the current calendar year will be paid by SELLER.

a. Any of the preceding items which become due and accrue during the calendar year in which SELLER'S warranty deed is delivered (including rents, if applicable) will be prorated between the parties as of the Closing Date and, for all years thereafter, to the extent permitted by applicable law, will be assumed and paid by the BUYER. BUYER acknowledges that the Property may be subject to a special assessment, fee, or located in an improvement district. BUYER acknowledges this disclosure is required by Kansas law, and may be found in the Seller's Disclosure and Condition of Property Addendum or a separate document, if applicable.

b. If the actual amount of any item, other than taxes for the current year, cannot be ascertained from the public record, the amount of the item for the preceding year will be used for the current year's amount. If the actual amount of taxes for the current calendar year cannot be determined, it will be estimated by using the current year's appraised value, if available from the county taxing authority.

Initials SELLER and BUYER acknowledge they have read this page Initials _____
SELLER | SELLER BUYER | BUYER

638 and last year's mill levy. If appraised value is not available, the Contract Purchase Price will be used
639 with last year's mill levy. BUYER and SELLER agree to accept such prorations as final and release
640 each other, Broker(s), Agent(s), and Closing Agent(s) from any liability for any increase or decrease
641 in actual taxes due.

642
643 In Missouri, reassessment takes place in odd-numbered years. Missouri transactions closing in
644 odd-numbered years are subject to the process in the preceding paragraph. Missouri transactions
645 closing in even-numbered years will be prorated based upon the preceding year's tax amount.
646

647 **21. EVIDENCE OF TITLE.** Within a reasonable time after the Effective Date, but prior to the Closing Date
648 (the "Commitment Delivery Date"), SELLER agrees, at SELLER's expense, to deliver to BUYER a title
649 insurance commitment from a company(s) authorized to ensure titles in the state where the Property is
650 located, showing the condition of title to the Property as of the date of issuance of the commitment.
651

652 Unless there is a defect in title to the Property that is not corrected prior to the Closing Date, BUYER
653 may not object to untimely delivery of the title commitment. The title commitment will commit to ensure
654 a marketable fee Simple Title to the BUYER upon the recording of the deed or other document of
655 conveyance. However, title to the Property will be subject to the conditions in this Contract and to
656 customary covenants, declarations, restrictions, zoning laws, easements, party wall agreements,
657 special assessments, and community Contracts of record as of the Effective Date of the title
658 commitment (the "Permitted Exceptions").
659



660 BUYER will have a reasonable time after receipt of the title commitment (the "Objection Period") to
661 notify SELLER in writing of any valid objections to title to the Property. SELLER will then make a good
662 faith effort to remedy the defects in title. If SELLER does not remedy the title defects before the Closing
663 Date, BUYER may elect to waive the objections, extend the Closing Date a reasonable time for the
664 SELLER to remedy the defects, or cancel this Contract.
665

666 If the time between the Effective Date and the Closing Date is too short to permit compliance, both the
667 Commitment Delivery Date and the Objection Period will be as soon as reasonably possible but no later
668 than the Closing Date.
669

670 **SELLER agrees to provide and pay for an owner's title insurance policy in the amount of the**
671 **Purchase Price** ensuring marketable fee simple title in BUYER, subject to the Permitted Exceptions
672 and with the exception of any liens, encumbrances or other matters affecting title to the Property
673 created by BUYER or arising by virtue of BUYER's activities or ownership. The policy will also ensure
674 BUYER as of the date of recording of the deed or other document of conveyance, against any lien, or
675 right to a lien for services, labor or material imposed by law and not shown by the public records,
676 SELLER agrees to comply with the requirements of the title company for issuance of this coverage.
677

678 **UNLESS OTHERWISE PROVIDED IN THIS CONTRACT, THE OWNER'S TITLE POLICY WILL**
679 **INCLUDE MECHANIC'S LIEN COVERAGE.**
680

681 **22. EXPIRATION.** This offer will expire on 08/10/2013, at 5 o'clock
682 (5:00 p.m. if left blank) unless accepted or withdrawn before expiration.

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

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

SELLER hereby authorizes Closing Agent to obtain payoff information from SELLER'S Lender(s).

[Redacted Signature]		DocuSigned by:	8/9/2013
SELLER	DATE	BUYER	DATE
[Redacted Signature]		DocuSigned by:	8/9/2013
SELLER	DATE	BUYER	DATE

ADDRESS	ADDRESS
RE/Max Area Real Estate	BHG KANSAS CITY HOMES
BROKERAGE (Please Print)	BROKERAGE (Please Print)
Melinda Humphrey	MONIQUE EXPOSITO
Name of Licensee assisting Seller (Please Print)	Name of Licensee assisting Buyer (Please Print)
816-217-4228 / 816-630-4974	816-392-3288 / 913-981-5989
Listing Licensee's Phone # Fax #	Selling Licensee's Phone # Fax #
Rmx@mchsl.com	MONIQUE@KANSASCITYHOMES.COM
Listing Licensee's Email Address	Selling Licensee's Email Address

DATE OF FINAL ACCEPTANCE, THE "EFFECTIVE DATE" IS _____
(Effective Date to be completed by Licensee assisting the last party signing this Contract.)

FORM CERTIFICATION: (TO BE COMPLETED BY LICENSEE PREPARING THIS FORM.)

The undersigned Licensee assisted in completing the blanks in the foregoing form and confirms, to the best of his/her knowledge, the printed form contains the language approved by Counsel for the Kansas City Regional Association of REALTORS®. The undersigned Licensee further confirms no additions or deletions to the approved language have been made, except such changes as may appear hereon made by hand or computer generation and signed and/or initialed by the party submitting this offer. Licensee's signature below is not an opinion as to the legal validity or meaning of any provisions contained in this form, but merely confirms, to the best of the Licensee's knowledge, no changes have been made to the approved form. **(Check one)**

Licensee assisting Seller Licensee assisting Buyer

(TO BE COMPLETED BY LICENSEE UPON SELLER'S REJECTION OF OFFER):
Listing Licensee acknowledges receipt of this offer and has made a presentation to the SELLER on _____ DATE _____ TIME for SELLER'S consideration.

By: _____
Licensee assisting Seller

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright January 2013. Last Revised 10/12. All previous versions of this document may no longer be valid. An independently owned and operated franchise.



KANSAS CITY
HOMES

ADDENDUM

(PERSONAL PROPERTY PURCHASE)

SELLER: Tommie K. and Shirley A. Scott, h/w

BUYER: Mark T. and Shari L. Mutchler, H/W

PROPERTY: 3207 S. 13 Highway Polo 64671

CONTRACT DATE: _____

1. **PERSONAL PROPERTY PURCHASE AGREEMENT.** BUYER hereby agrees to purchase the items of personal property described below from SELLER for the total amount of \$ 3,500 **WHICH AMOUNT IS NOT INCLUDED IN THE PURCHASE PRICE** of the above referenced real property and shall be paid to SELLER at the time of closing. *(List Personal Property Here)*

Tractor and all attachments. Buyer and seller agree the purchase shall take place on or before 09/01/13. Tractor sale is final and is not subject to paragraph 4.





2. **REASONABLE VALUE.** BUYER and SELLER agree that the purchase price of the personal property items described above represents the reasonable value of said items as determined by their negotiations.

3. **INSPECTION.** Unless specifically excluded below, all of the items of personal property described herein are subject to inspection under the terms of the Inspection provisions of this Contract and may be considered "unacceptable conditions" hereunder. *(List Excluded Items Here)*

4. **CONTINGENCY.** BUYER'S agreement to purchase the above listed items of personal property is conditioned upon the closing of the Real Estate Sale Contract referenced above. In the event said transaction fails to close through no fault of BUYER, this agreement shall become null and void.

5. **DISCLAIMER.** BUYER and SELLER agree that neither BHGKC nor any cooperating broker, their respective agents or employees, nor any closing agent handling the closing of the Real Estate Sale Contract referenced above shall be responsible for collection or payment of the purchase price of the personal property items described herein.

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

		DocuSigned by:	
			8/9/2013
SELLER	DATE	BUYER	DATE
			8/9/2013
SELLER	DATE	BUYER	DATE



ADDENDUM TO Land Real Estate Contract

THIS ADDENDUM IS FOR USE AS AN ATTACHMENT TO AN OFFER, COUNTER OFFER OR CHANGES/ MODIFICATIONS ADDENDUM DURING NEGOTIATIONS. IT IS NOT INTENDED FOR USE AS AN AMENDMENT TO AN EXISTING CONTRACT.

1 **SELLER:** Tommie K. and Shirley A. Scott, h/w

2 **BUYER:** Mark T. and Shari L. Mutchler, H/W

3 **PROPERTY:** 3207 S. 13 Highway Polo 64671

4
5 **THE FOLLOWING TERMS ARE AN INTEGRAL PART OF THE ABOVE REFERENCED OFFER OR**
6 **COUNTER OFFER.**

7
8 1. **BASE CONTRACT - Paragraph #** 2 **or** _____ **ADDENDUM - Paragraph #** _____
9 is changed as follows:

10 Offer is contingent upon seller obtaining verification the Grain Belt Express Clean Line or HVDC lines will
11 NOT cross, interfere or affect property. Buyer to approve/confirm placement of said lines. Seller must
12 notify buyer of any negotiations, offers or communications regarding said HVDC lines. In the event an
13 agreeable placement of over head lines is reached (by buyer and seller), seller shall transfer any/all
14 compensation/offerings from Clean Line Industries to buyer.

15
16
17
18 2. **BASE CONTRACT - Paragraph #** _____ **or** #6a and 15 Base contract **ADDENDUM - Paragraph #** _____
19 is changed as follows:

20 6a. Earnest monies are payable to seller and are NON-refundable.
21 15. Inspection and Due Diligence Period shall begin upon removal of contingency.

22
23
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27
28 3. **BASE CONTRACT - Paragraph #** 4 **or** _____ **ADDENDUM - Paragraph #** _____
29 is changed as follows:

30 Addenda attached hereto and are a part of this contract: Lead paint disclosure, Septic tank addendum,
31 Listing franchise Disclosure, Selling Franchise Disclosure, Residential Condition of Property Disclosure,
32 Lease Agreement, Personal Property Sale. Vacant Land Disclosure is included.

33
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37
38 4. **BASE CONTRACT - Paragraph #** 11 **or** _____ **ADDENDUM - Paragraph #** _____
39 is changed as follows:

40 BUYER will pay SELLER for the amount of fuel left in propane tank. SELLER will have tank read no earlier
41 than 08/25/2013 and will provide documentation to BUYER.
42 BUYER to pay SELLER for propane prior to occupancy on 09/01/13.

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44
45
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[Redacted] initials
SELLER | SELLER

Initials [Redacted] [Redacted]
BUYER | BUYER

47 5. ADDITIONAL TERMS:

48 N/A

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57 6. ADDITIONAL PAGES. (Check if Applicable) The 0 additional pages attached to this Addendum
58 contain terms which are an integral part of this Offer/Counter Offer.

59
60

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

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		DocuSigned by:		8/9/2013
SELLER	DATE	BUYER	DATE	
		DocuSigned by:		8/9/2013
SELLER	DATE	BUYER	DATE	

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright January 2013. Last revised 10/07. All previous versions of this document may no longer be valid. An independently owned and operated franchise.