




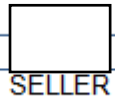
EXCLUSIVE RIGHT TO SELL CONTRACT

1 **THIS CONTRACT** is made between Scott David Lindsey & Mika Lynn Lindsey Trust
 2 (“SELLER”) and Heartland Land Company (“BROKER”) for the Property
 3 known as: W 1525 Rd, Centerville, KS, 66014 and legally described as
 4 below, or as described in the attached Legal Description Addendum:
 5 Legal description S06, T21, R23, Acres 45.5, E 2348.11 S2 Ne4 Ex Beg 527.82 W Se/C Ne4 Th W 902.31 N 482. 76 E 902.31 S To Pob Less Rd

6
 7 (“Property”) is **EXCLUSIVE** for a period beginning 09/11/2024 (or date of last signature, whichever is
 8 later) and ending at 11:59 p.m. on 03/31/2025 inclusive unless terminated by BROKER. The
 9 Property is offered for sale for the Purchase Price of \$ 241,500 on terms agreeable to SELLER.
 10 **SELLER hereby warrants to BROKER that this is the one and only Right to Sell Contract in effect regarding**
 11 **the Property** and SELLER has the capacity to convey merchantable title to the Property. BROKER and licensee(s)
 12 are licensed under the laws of the state in which the Property is located.

- 13
- 14 This Contract pertains to Residential Resale Property. SELLER agrees to complete the Seller's Disclosure and
 15 Condition of Property Addendum (Residential) to be provided to prospective Buyers and to update the disclosure
 16 statement at the request of Broker. If the Property has acreage, the Seller's Disclosure and Condition of Property
 17 Addendum (Land) should be used in conjunction with the Seller's Disclosure and Condition of Property
 18 Addendum (Residential).
- 19
- 20 This Contract pertains to New Home Construction.
- 21
- 22 This Contract pertains to Land. SELLER agrees to complete the Seller's Disclosure and Condition of Property
 23 Addendum (Land) to be provided to prospective Buyers and to update the disclosure statement at the request of
 24 Broker.
- 25

- 26 **1. LISTING SERVICES:** SELLER authorizes BROKER to:
- 27 **a.** Cooperate and share the commission payable under this Contract with other brokers including brokers who
 28 have been employed as Buyer agents, subagents, disclosed dual agents (Missouri only), transaction brokers,
 29 or designated agents, subject, where applicable, to authorization as otherwise provided in this Contract.
 - 30 **b.** Submit pertinent information, including virtual tours and images when applicable, concerning the Property to
 31 any listing service to which BROKER subscribes and to abide by the rules of the listing service.
 - 32 **c.** Provide to listing services for dissemination to others, including the county appraiser if required by law, timely
 33 notice of status changes affecting the Property, sales information, including price, and other information
 34 concerning the Property for use of the members of such services, to compile reliable statistics, and to
 35 establish market value for other properties. Report sales information about the property, including the price at
 36 which the property sold, to the MLS for dissemination to MLS Participants, Subscribers, and other licensees
 37 or users of the MLS database compilation.
 - 38 **d.** Obtain information on SELLER'S mortgage(s) and/or home equity loan(s).
 - 39 **e.** Disseminate data about the Property and other information relating to the Property supplied by, or on behalf
 40 of SELLER, including creative works depicting the Property, such as virtual tours, images, and any textual
 41 descriptions of the Property (collectively referred to as “Content”), to MLS participants, subscribers and other
 42 licensees or users of the MLS database compilation, or any other MLS in which BROKER participates, and to
 43 further disseminate, or permit MLS or other MLS participants to disseminate such Content to potential
 44 purchasers through websites on the Internet. Further, the BROKER is authorized to otherwise advertise the
 45 Property in any manner deemed appropriate by the BROKER, including but not limited to advertising on the
 46 Internet, virtual tours, websites, trade journals and any other medium, and communications via e-mail and
 47 facsimile. Notwithstanding, any of the above, SELLER reserves the right to opt-out of internet advertising and
 48 advertising on other BROKERS' websites by completing a separate “Opt-Out” form.
 - 49

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- 50 f. Grant to the BROKER an irrevocable, perpetual, non-exclusive and fully sub-licensable and assignable right
- 51 (through multiple tiers) to use, reproduce, modify, adapt, publish, create derivative works from, distribute,
- 52 perform, and display any photographs, floor plans, architectural drawings, video images, sounds, or other
- 53 copyrightable material related to the Property ("Works"), and to incorporate any such Works (in whole or in
- 54 part) into other Works in any form, media, or technology now known or later developed.
- 55 g. This non-exclusive license shall survive the termination of this Agreement for any reason whatsoever.
- 56 SELLER represents and warrants to BROKER that the license granted to BROKER for this Content, does not
- 57 violate or infringe upon the rights, including any copyright rights, of any person or entity. SELLER
- 58 acknowledges and agrees that all listing content is owned exclusively by BROKER, and SELLER has no right,
- 59 title or interest in Content.

60
61 **2. SELLER AGREES TO:**

- 62 a. Refer any offer or inquiry regarding the Property that is received by SELLER during the term of this Contract
- 63 to BROKER.
- 64 b. Permit BROKER to place a "For Sale" or similar signage on the Property and to remove all other signs during
- 65 the term of this Contract.
- 66 c. Permit BROKER to place a "Sold", "Under Contract" or similar signage on the Property after a Contract has
- 67 been accepted by SELLER.
- 68 d. Allow BROKER to enter the Property at reasonable times for the purpose of inspection, preview, or to show
- 69 the Property to prospective purchasers or other brokers.
- 70 e. Furnish BROKER with a key(s) to the Property, authorize the use of a "Lock Box" during the term of this
- 71 Contract and to hold BROKER, his agents, employees, cooperating brokers, their agents and employees, the
- 72 Heartland Multiple Listing Service, the Kansas City Regional Association of Realtors® free and harmless from
- 73 any loss or damage that might result from the use of such.
- 74 f. Allow BROKER to accept a deposit to be applied against the Purchase Price and to place that deposit into the
- 75 escrow account maintained by BROKER or other escrow agent until the Closing of the sale of the Property. If
- 76 the deposit is forfeited by the Buyer, 0 % of the deposit shall be retained by BROKER, provided,
- 77 however, that the amount retained shall not exceed the amount to which BROKER would be entitled as a
- 78 commission if the transaction had been consummated, and the balance of the deposit shall be paid to
- 79 SELLER.
- 80 g. If applicable, leave all utilities on at the Property during the term of this Contract or until Possession,
- 81 whichever is later, unless provided for otherwise in the Contract.
- 82 h. If applicable, maintain adequate homeowner's property insurance during the term of this Contract or until
- 83 Possession, whichever is later, and contact their insurance company regarding the adequacy of said
- 84 insurance.
- 85 i. Provide any necessary documentation regarding the manner in which ownership or title is held in advance of
- 86 entering into an agreement to sell Property.
- 87 j. Permit BROKER to continue to show Property to other prospective buyers after a Contract to sell the Property
- 88 has been accepted by SELLER. Backup showings may continue at the BROKER'S discretion until Closing, or
- 89 until SELLER notifies BROKER to discontinue showings.

90
91 **3. BROKER AGREES TO:**

- 92 a. Market the Property at BROKER'S cost and expense unless otherwise specifically agreed upon elsewhere in
- 93 this contract.
- 94 b. Perform the terms of this Contract, exercise reasonable skill and care for SELLER, and promote the interests
- 95 of SELLER with the utmost good faith, loyalty and fidelity **unless** acting as a Transaction BROKER, or as a
- 96 Disclosed Dual agent (**Missouri only**).
- 97 c. Seek a price and terms acceptable to SELLER.
- 98 d. Provide, at a minimum, the following services:
- 99 1. Accept delivery of and present to SELLER all offers and counter offers to sell Property;
- 100 2. Assist SELLER in developing, communicating, negotiating, and presenting offers, counter offers, and
- 101 notices that relate to the offers and the counter offers until a purchase agreement is signed and all
- 102 contingencies are satisfied or waived; and
- 103 3. Answer SELLER'S questions relating to the offers, counter offers, notices, and contingencies.
- 104 e. Disclose to SELLER all adverse material facts actually known (or should have known, in Missouri) by Broker
- 105 about Buyer.
- 106 f. Disclose to SELLER any facts known by BROKER which are omitted from or contradict any information
- 107 included in a written report prepared by a qualified third party.



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- 108 g. Comply with all applicable federal, state, and local laws, rules and regulations, and ordinances, including fair
- 109 housing and civil rights statutes and rules and regulations.
- 110 h. Keep all information about SELLER confidential unless: disclosure is authorized under this Contract;
- 111 disclosure is required by statute, rule or regulation; failure to disclose would constitute a fraudulent
- 112 misrepresentation; or disclosure is necessary under applicable law to defend the affiliated licensee against an
- 113 action of wrongful conduct in an administrative or judicial proceeding or before a professional committee.
- 114 i. Disclose to all prospective Buyers all adverse material facts actually known by the BROKER, including but not
- 115 limited to:
- 116 1. Any environmental hazards affecting the Property which are required by law to be disclosed;
- 117 2. The physical condition of the Property;
- 118 3. Any material defects in the Property;
- 119 4. Any material defects in the title to the Property;
- 120 5. Any material limitation on SELLER'S ability to perform under the terms of the contract.
- 121 j. Assist with the closing of the sale of the Property.
- 122 k. Account in a timely manner for all money and property received.

123
124 BROKER shall not be obligated to continue to market the Property or present subsequent offers after an offer has
125 been accepted by SELLER unless SELLER and BROKER agree to continue to market the Property until Closing.
126 **Notwithstanding the above, if the Property is in Missouri, all written offers MUST be presented regardless**
127 **of whether the Property is subject to a sales contract.**
128

129 4. **BROKER'S AUTHORIZATION TO DISCLOSE.** Broker is required to disclose certain terms and details of a
130 transaction to the MLS and in accordance with real estate license law. SELLER may authorize Broker to disclose
131 reason for sale of Property and terms of other offers to other Brokers and prospective Buyers.
132

133 a. **Motivating Factor for sale of Property (check one):**

- 134 Seller does not authorize Broker to disclose reason for sale.
- 135 Seller authorizes Broker to disclose the following motivating factors for sale:

136 _____

137
138 b. **Other Offers (check one):**

- 139 Seller does not authorize Broker to disclose existence of other offers.
- 140 Seller authorizes Broker to disclose existence of other offers.
- 141 Seller authorizes Broker to disclose existence **and terms of** other offers.

142
143 5. **SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM ("Seller's Disclosure").** SELLER
144 understands that the law requires disclosure of any material defects, known to SELLER, in the Property to
145 prospective Buyer(s) and that failure to do so may result in civil liability for damages. **In the event of a material**
146 **change in the condition of the Property. SELLER will provide all inspection reports, if any, and authorizes**
147 **Licensee to disclose such reports and warrants** that there are no known defects in the Property except as will
148 be indicated on the Seller's Disclosure Statement. SELLER agrees to hold BROKER, its affiliated licensees and
149 employees, and all cooperating Brokers and their agents and employees harmless for any damages or civil or
150 criminal actions, and all claims, demands, suits, losses or expenses (including reasonable attorney's fees) arising
151 out of any misrepresentation, nondisclosure, or concealment by SELLER in connection with the sale of the
152 Property including, without limitation, the inaccuracy of information provided by SELLER for the preparation of the
153 listing data, contained in the Seller's Disclosure Statement, or otherwise provided or omitted in connection with
154 the sale of the Property. SELLER agrees to thoroughly review the listing information prepared by BROKER and
155 advise BROKER immediately of any errors or omissions, including but not limited to the age of the Property and
156 size of the lot. SELLER agrees that SELLER will personally assume all responsibility for any claims made by a
157 Buyer before or after possession with respect to any errors or omissions contained in the information provided to
158 BROKER and the Buyer, and that BROKER shall not be responsible in any manner for any errors or omissions.

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159 **6. LEGAL AND PROFESSIONAL ADVICE.** BROKER suggests SELLER seek legal, tax, and other professional
160 advice relative to any real estate transaction. BROKER makes no representation or warranty respecting the
161 advisability of any transaction. BROKER is not an expert in matters relating to law, tax, financing, surveying,
162 structural or mechanical condition, hazardous material, engineering, or other specialized topics. SELLER is
163 encouraged to seek expert help in such areas. BROKER will cooperate with experts engaged by SELLER, but
164 BROKER shall have no liability to SELLER pertaining to such matters.
165

166 **7. LIABILITIES.** SELLER agrees to indemnify BROKER against and hold BROKER harmless from any liability for
167 vandalism, theft or damage of any nature whatsoever to the Property, or for personal injury to persons on the
168 Property. In consideration of BROKER'S arranging for any inspections at SELLER'S request, SELLER hereby
169 agrees to indemnify and hold harmless BROKER, and BROKER'S affiliated licensees, agents and employees
170 from any liability, costs or expenses resulting from or in connection with those inspections.
171

172 **8. BROKERAGE RELATIONSHIP DISCLOSURE.** SELLER acknowledges receiving (a) the Broker Disclosure
173 Form (in Missouri) on or before the signing of the Seller's Agency Agreement, or upon the licensee
174 obtaining any personal or financial information, whichever occurs first; OR, (b) the Real Estate Brokerage
175 Relationships Brochure (in Kansas) at the first practical opportunity. The Missouri "Form", or Kansas
176 "Brochure" needs to be read by all consumers. SELLER understands and agrees that BROKER can show the
177 Property and obtain offers from all prospective Buyers, including Buyers with whom BROKER has a brokerage
178 relationship. BROKER shall notify SELLER and Buyer of BROKER'S intention to represent both of them
179 (**Disclosed Dual Agency is available only in Missouri**), to represent neither but to assist both the Buyer and
180 SELLER (**Transaction Brokerage is available in both Kansas and Missouri**), or designate an agent for the
181 Buyer and another to represent SELLER (**Designated Agency is available in both Kansas and Missouri**).
182 SELLER also understands and agrees that as part of the marketing of the Property, BROKER will be showing
183 Buyers properties other than the Property and providing Buyers with information on selling prices in the area.
184 SELLER understands that BROKER may show alternative properties not owned by SELLER to prospects and
185 may list competing properties for sale without breaching any duty or obligation to SELLER.

186 • **Seller Agency.** A SELLER'S agent represents SELLER only, so the Buyer may be either unrepresented or
187 represented by another agent. The SELLER'S agent is responsible for performing the following duties:
188 promoting the interests of SELLER with the utmost good faith, loyalty, and fidelity; protecting SELLER'S
189 confidences, unless disclosure is required; presenting all offers in a timely manner; advising SELLER to
190 obtain expert advice; accounting for all money and property received; disclosing to SELLER all adverse
191 material facts about the Buyer that the agent knows; disclosing to the Buyer environmental hazards affecting
192 the Property that are required to be disclosed, the physical condition of the Property or any material defects
193 in the Property or in the title to the Property; any material limitation on SELLER'S ability to complete the
194 contract. The SELLER'S agent has no duty to conduct an independent inspection of the Property for the
195 benefit of the Buyer or to independently verify the accuracy or completeness of any statement by SELLER or
196 any qualified third party.

197 • **Transaction Broker. (Kansas and Missouri).** SELLER acknowledges that BROKER may have Buyer
198 clients who have retained BROKER to represent them in the acquisition of property. If one of these clients
199 becomes interested in making an offer on the Property, BROKER would be in the position of representing the
200 Buyer and SELLER in the same transaction. Unless designated agents have been appointed as provided
201 below, this representation would constitute a dual agency (**Missouri only**). With the informed consent of both
202 SELLER and the Buyer, BROKER may act as a Transaction Broker. As a Transaction Broker, BROKER
203 would assist the parties with the real estate transaction without being an agent or advocate for the interests of
204 either party. A Transaction Broker has the duty to perform the terms of any written or oral agreement made
205 with any party to the transaction; to exercise reasonable skill, care and diligence as a Transaction Broker,
206 including but not limited to: presenting all offers and counter offers in a timely manner regardless of whether
207 the Property is subject to a Contract for sale or lease or a letter of intent; keeping the parties fully informed
208 regarding the transaction and suggesting that such parties obtain expert advice as to material matters about
209 which the Transaction Broker knows but the specifics of which are beyond the expertise of such broker;
210 accounting in a timely manner for all money and property received; disclosing to each party to the transaction
211 any adverse material facts of which the Transaction Broker has actual notice or knowledge; and assisting the
212 parties in complying with the terms and conditions of any Contract. The parties to a transaction brokerage
213 transaction shall not be liable for any acts of the Transaction Broker. The following information shall not be
214 disclosed by a Transaction Broker without the informed consent of the party or parties disclosing such

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215 information to the BROKER: that a Buyer is willing to pay more than the Purchase Price offered for the
216 Property; that SELLER is willing to accept less than the asking price for the Property; what the motivating
217 factors are for any party buying, selling or leasing the Property; that SELLER or a Buyer will agree to
218 financing terms other than those offered or any confidential information about the other party, unless
219 disclosure of such information is required by law, statute, rules or regulations or failure to disclose such
220 information would constitute fraud or dishonest dealing. **(A separate Transaction Broker Addendum must**
221 **be signed by all parties when this arrangement is used.)**

- 222 • **Subagency.** A Subagent is the agent of an agent. A Subagent owes the same obligations and
223 responsibilities as the agent.
- 224 • **Disclosed Dual Agency. (Missouri only).** BROKER may have Buyer clients who have retained BROKER
225 to represent them in connection with the acquisition of property. If a Buyer represented by BROKER
226 becomes interested in making an offer on the Property, BROKER is in the position of representing both
227 SELLER and the Buyer in that transaction. This representation, known as dual agency, can create inherent
228 conflicts of interest. The same is true if the listing agent is also the selling agent. A Dual Agent shall be a
229 limited agent for both SELLER and a Buyer and shall have the duties of SELLER'S or a Buyer's agent except
230 that a Dual Agent may disclose any information to one client that the licensee gains from the other client if the
231 information: (1) is material to the transaction unless it is confidential information that has not been made
232 public or, (2) becomes public by the words or conduct of the client to whom the information pertains or, (3) is
233 obtained from a source other than the licensee. A Dual Agent may not disclose, without the consent of the
234 client to whom the information pertains: that a Buyer is willing to pay more than the Purchase Price offered for
235 the Property; that SELLER is willing to accept less than the asking price for the Property; what the motivating
236 factors are for any client, buying or selling the Property or that a client will agree to financing terms other than
237 those offered and/or the terms of any prior offers or counter offers made by any party. A Dual Agent shall not
238 disclose to one client any confidential information about the other client unless the disclosure is required by
239 statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless
240 disclosure is necessary to defend the affiliate licensee against an action of wrongful conduct in any
241 administrative or judicial proceeding or before a professional committee. **(A separate Disclosed Dual**
242 **Agency Amendment must be signed by SELLER and the Buyer when this form of agency is used.)**
- 243 • **Designated Agency.** A Designated Agent is a licensee affiliated with BROKER who has been designated by
244 BROKER, or BROKER'S authorized representative, to act as the agent of a Buyer represented by BROKER
245 or a SELLER represented by BROKER to the exclusion of all other affiliated licensees of BROKER. The use
246 of a Designated Agent is an alternative to a Disclosed Dual Agency in Missouri or a Transaction Broker in
247 Kansas or Missouri. A Designated SELLER'S Agent will perform all of the duties of a SELLER'S Agent.

248 **If a Designated Agent is appointed to represent SELLER, SELLER understands and agrees that:**

- 249 1. The Designated Agent will perform all of the duties of a SELLER'S Agent and will be
250 SELLER'S legal agent to the exclusion of all other licensees affiliated with BROKER.
- 251 2. Another licensee with the BROKER may act as a Designated Agent for a Buyer in the sale of the
252 Property.
- 253 3. The supervising broker (or branch broker, if applicable) will act as a Transaction Broker and will not
254 advocate for the interests of either party and will not, without prior consent of both parties, disclose any
255 information or personal confidences about a party which might place the other party at an advantage.
256 The supervising broker (or branch broker, if applicable) may appoint an affiliated licensee to act in the
257 transaction as a Transaction Broker.
- 258 4. If the Designated Agent for SELLER is also the Designated Agent of a Buyer who is interested in
259 purchasing the Property, the Designated Agent cannot represent both SELLER and Buyer. With the
260 informed consent of both SELLER and Buyer, the Designated Agent may act as a Transaction Broker
261 and assist the parties with the real estate transaction without being an agent or advocate for the
262 interests of either party.
- 263 5. If a Buyer who is represented by a Designated Agent of BROKER wants to see a property which was
264 personally listed by the supervising broker, then the supervising broker, with the written consent of
265 SELLER, may specifically designate an affiliated licensee who will act as the Designated Agent for
266 SELLER.



Initials
09/04/24
SELLER
dotloop verified

267 **9. BROKERAGE RELATIONSHIPS CONFIRMATION:** Unless otherwise provided herein, the SELLER authorizes
268 the designated broker to cooperate with and compensate other designated brokers.
269

270 SELLER consents to the following (**Check applicable boxes**):

- 271 Yes No SELLER consents to Seller Agency.
- 272 Yes No SELLER consents to a Transaction Broker and agrees, if applicable, to sign a Transaction
273 Broker Addendum.
- 274 Yes No SELLER consents to Subagency.
- 275 Yes No SELLER consents to Dual Agency and agrees, if applicable, to sign a Disclosed Dual
276 Agency Amendment. (**Missouri only**)
- 277 Yes No SELLER consents to the appointment of a Designated Agent for Seller. (**In Kansas,**
278 **Supervising Broker acts as a Transaction Broker**)
- 279 Yes No SELLER consents to the appointment of a Designated Agent for a Buyer in sale of the
280 SELLER'S Property. (**In Kansas, Supervising Broker acts as a Transaction Broker**)
281

282 **10. TITLE INSURANCE.** SELLER has been informed of SELLER'S responsibility to provide the Buyers of the Property
283 with evidence of clear title as required by the sales Contract. SELLER authorizes BROKER to order title evidence
284 through _____ . Title to the Property is vested in the name(s) of: _____
285 Security 1st - Fort Scott
286 _____
287 _____ (including but not limited to marital status, trust documents,
288 LLC).
289

290 **11. COMPENSATION.**

- 291 a. SELLER agrees to pay BROKER a commission which shall be: 6 Percent
292 The Commission shall be due and payable if BROKER or anyone else produces or finds a purchaser ready,
293 willing, and able to purchase the Property at the price and terms offered now or at the price and terms
294 acceptable to SELLER at a later date. The Commission shall be split 3 % listing side and 3 % selling
295 side.
296 Other Compensation: _____
297 **SELLER authorizes the party handling the Closing to pay Commission to BROKER from SELLER'S**
298 **proceeds at the Closing. SELLER understands and agrees that BROKER may be compensated by**
299 **more than one party in the transaction.**
- 300 b. If compensation to selling BROKER differs from what is stated in this Contract for any reason, such must be
301 disclosed in writing to SELLER by BROKER. BROKER'S offer of compensation is only applicable to brokers
302 who are participants in Heartland Multiple Listing System, unless otherwise agreed upon in writing.
- 303 c. If the Property is not sold during the term of this Contract but a sale is made directly or indirectly within
304 _____ calendar days after this Contract terminates to anyone to whom the Property was shown or
305 submitted during the term of this Contract and whose name BROKER has submitted to SELLER in writing
306 prior to the expiration of this Contract, the Commission and Other Compensation shall be due and payable to
307 BROKER. However, SELLER shall not be obligated to pay the Commission and Other Compensation if a
308 valid Exclusive Right To Sell Contract is entered into during such period with another licensed real estate
309 broker and the sale of the Property is made during such period, **unless said exclusions have been added**
310 **to a subsequent Exclusive Right To Sell Contract.** The terms "purchase" and "sale" as used herein shall
311 include any agreement to transfer all or a substantial part of SELLER'S interest in the Property, including a
312 Contract for deed, a Contract for sale, a lease, a lease/option Contract, and a shared equity Contract.
313

314 **12. LIMITED HOME WARRANTY.** If applicable, it is suggested that SELLER consider the purchase of a home
315 protection plan for the Property which may increase the Property's marketability and reduce SELLER'S risk. A
316 Home Warranty plan is a limited service contract covering repair or replacement of the working components of
317 the Property for a minimum of one (1) year from the Closing Date subject to the terms and conditions of the
318 individual plan. The program was explained to SELLER and SELLER (**Check one**):

- 319 agrees to purchase a home warranty at a cost not to exceed \$ _____, from _____
320 _____ (vendor) to be paid at Closing. (A separate application defining the
321 coverage of the program may be signed at the time this listing is executed, and BROKER may receive a fee
322 from the warranty company to cover processing and administration of the plan.)
- 323 does not agree to purchase a home warranty.
324

325 **13. NOTICE TO SELLERS WHO ARE FOREIGN PERSONS.** A SELLER who is a foreign person should consult an
326 attorney or accountant familiar with the Foreign Investment in Real Property Tax Act (FIRPTA) before entering
327 into negotiations or contracts for the sale of property.

328 **14. CYBER PROTECTION.** As a SELLER involved in a real estate transaction where money is changing hands,
329 SELLER may be a potential target for cyber-criminals. Always contact the closer directly before wiring any money.


330
331 **15. ADDITIONAL TERMS AND CONDITIONS, IF ANY:**


332 Property comes with all hunting blinds and feeders currently in place.
333
334

335
336 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS**
337 **DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
338 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

339
340 **All parties agree that this transaction can be conducted by electronic means, including email,**
341 **according to the Uniform Electronic Transaction Act as adopted in Kansas and Missouri.**

342
343 Heartland Land Company, LLC

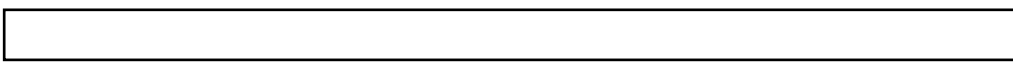
344
345 **BROKERAGE**
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347 09/03/24 11:58 AM CDT
348 VDUL-SJOC-N28H-YAST
LICENSEE ASSISTING SELLER **DATE**

346  dotloop verified
347 09/04/24 10:24 AM
348 CDT
349 HXLP-AJU3-FKHZ-AQZJ
SELLER **DATE**
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336 Po Box
SELLER ADDRESS
Winona, MO 65588
SELLER CITY, STATE, ZIP
573-300-1071
SELLER PHONE #
ozarkantlers@hotmail.com
SELLER EMAIL

Appointment of Designated Agent(s): BROKER or BROKER'S authorized representative hereby designates:

to act as a **Designated Agent(s)** on SELLER'S behalf. SELLER consents to the above named **Designated Agent(s)** acting as SELLER'S Designated Agent (or as a Transaction Broker, or Disclosed Dual Agent in Missouri if such Designated Agent is also the Designated Agent for the buyer), subject to both SELLER and Buyer signing a Transaction Broker Addendum or Disclosed Dual Agency Amendment (**Missouri only**) with BROKER, which shall be signed by the Buyer prior to writing the offer and by SELLER prior to signing the Contract.


BROKER'S Signature (required in Missouri)

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised August 2018. All previous versions of this document may no longer be valid. Copyright January 2019.