



SOUTHWEST FARM AND HOME REALTY LISTING AGREEMENT

THIS IS A BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.



ARLIN FLINT(seller)

Appoints **SOUTHWEST FARM & HOME REALTY**(Broker)

As Seller's exclusive agent for the purposes and under the terms set forth below:

1. **Purpose of Agency.** The purpose of this sole and exclusive right to sell agency contract. ("Listing Agreement") is to engage the efforts of BROKER to accomplish the Sale of Real Property legally described as:

N/2 LOT 16 & ALL LOT 17, BLOCK 9 OT GRANT NE

Also known as (Physical/Street Address/City/State/Zip): **637 LINCOLN AVE, GRANT, NE 69140**

Together with any items of Personal Property to be conveyed pursuant to Paragraph 5 (collectively referred to as the "Property.")

2. **Effect of this Listing Agreement.** By appointing BROKER as an Exclusive Seller's Agent, Seller agrees to conduct all negotiations for the sale of the Property through BROKER and to refer to BROKER all inquiries received in any form from any source during the term of the Listing Agreement.
3. **The Listing Period.** This Agreement shall begin **March 18, 2025** and shall continue through **October 18, 2025**
4. **Price and Terms.** The offering price for the Property shall be **\$99,000.00** on the following terms: **CASH OR NEW LOAN**
5. **Price to include.** The price shall include all attached fixtures, except: **NO EXCEPTIONS**

The following personal property is also included: STOVE, REFRIGERATOR, WASHER/DRYER, DISHWASHER, ALL WINDOW COVERINGS CURRENTLY ON PREMISES

6. **Title.** Seller represents to BROKER that title to the property is solely in Seller's name. Seller shall deliver to BROKER upon request copies of all relevant title materials. Seller represents that there are no known encroachments affecting this property, except (if none, state none.): **NONE**
Seller agrees to convey marketable title by warranty deed or NONE. If the property has been or will be assessed for local improvements installed, under construction or ordered constructed by public authority at the time of signing a Purchase Agreement, Seller will be responsible for payment of same.
BROKER may terminate the Listing Agreement upon written notice to Seller that title is not satisfactory to the BROKER.
7. **Evidence of Title.** Seller agrees to convey a marketable title to Buyer, evidenced by a policy of title insurance or an abstract certified to date.
8. **Possession.** Possession of the Property shall be delivered to Buyer on **CLOSING**.
9. **Material Defects and indemnification.** Seller represents that to the best of Seller's knowledge, there are no termites or wood destroying insects or damage therefrom in the building(s) on the real estate. Seller also represents to the best of Seller's knowledge that the lower level or basement level in the building(s) on the real estate is (are) free from leakage or seepage of water. Seller further states that all oral representations made to the BROKER (Listing Company) are accurate and that there are no latent (nonapparent) defects in the Property of which Seller is aware except when listed below. Exceptions (If none, state "None.") **NONE**
Seller agrees to indemnify and hold harmless BROKER (Listing Company) and any subagents, from any claim that may be made against the Listing Company or subagents by reason of the Seller having breached the terms of this paragraph. In addition, Seller agrees to pay attorney fees and associated costs reasonably incurred by BROKER to enforce this indemnity. Seller agrees that any defects of a material nature (including, but not limited to, structural defects, soil conditions, violations of health, zoning or building laws, and nonconforming uses or zoning variances) actually known by BROKER must be disclosed by BROKER to any prospective buyer.
10. **Compensation of BROKER.** In consideration of services to be performed by BROKER, Seller agrees to pay BROKER a commission of **5%**, Payable upon the happening of any of the following.
 - (a) If during the term of the listing, Seller, BROKER or any other person.
 - (1) sells the Property; or
 - (2) finds a Buyer who is ready, willing and able to purchase the Property at the above price and terms or to any other price and terms the Seller agrees to accept; or
 - (3) finds a buyer who is granted an option to purchase or enters into a lease with option to purchase and the option is subsequently carried out; or



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- (b) If this agreement is revoked or violated by Seller; or
 - (c) If BROKER is prevented in closing the Sale of this Property by existing claims, liens, judgments, or suits pending against this Property; or SELLER therefore; or
 - (d) If BROKER is unfairly hindered by Seller in the showing or attempting to sell this Property; or
 - (e) If within **30** days after the expiration of this Listing Agreement, Seller sells this Property to any person found during the term of this listing, or due to BROKER'S efforts or advertising, under this Listing Agreement unless this Property is listed with another BROKER.
11. **Limitation on BROKER'S Compensation.** BROKER shall not accept compensation from the Buyer, the Buyers agent, or any entity participating in or providing services for the Sale without written disclosure to the seller.
 12. **Cooperating with other BROKERS.** BROKER may accept the assistance and cooperation of other brokers who will be acting as subagents or as agents for a Buyer. If BROKER participates in a local MLS, BROKER shall submit the Property to such listing service.
 13. **Forfeiture of Earnest Money.** In the event of forfeiture of the earnest money made by a prospective Buyer, the Monies received, after expenses incurred by BROKER, shall be divided between BROKER and Seller, one-half thereof to BROKER, but not to exceed the commission agreed upon herein, and the balance to seller.
 14. **Cost of Services.** BROKER shall bear all expenses incurred by BROKER, if any, to market the Property and to compensate cooperating brokers, if any. BROKER will not obtain or order any products or services to be paid by seller unless the Seller agrees. BROKER shall not be obligated to advance funds for the benefit of the Seller.
 15. **Maintenance of the Property.** Seller agrees to maintain until delivery of possession, the heating, air conditioning, water heater, sewer, plumbing and electrical systems and any built in appliances in good and reasonable working condition. Seller further agrees to hold BROKER harmless from any and all causes of action, loss, damage, or expense BROKER may be subjected to arising in connection with this section.
Seller also agrees that BROKER shall not be responsible for maintenance of the property.
 16. **Nondiscrimination.** The undersigned Seller and BROKER acknowledge, by their respective signatures hereon, that the law prohibits discrimination for or against any person because of race, color, religion, sex, handicap, familial status or national origin.
 17. **Escrow Closing.** Seller agrees that the closing of any sale made by BROKER may be handled by an Escrow Agent at an amount not to exceed **\$250.00**
 18. **Smoke Detectors.** Seller agrees to install at Seller's expense any smoke detectors required by law.
 19. **For Sale Sign Permitted.** Seller agrees to allow BROKER to display a for sale/sold sign on their property
 20. **Duties and responsibilities of Seller's Limited Agent.** Seller's limited agent shall have the following duties and obligations.
 - A. To Perform the terms of this agreement.
 - B. To exercise reasonable skill and care for Seller.
 - C. To promote the interest of Seller with the utmost good faith, loyalty and fidelity including:
 1. Seeking the price and terms which are acceptable to Seller except that Seller's Limited Agent shall not be obligated to seek additional offer to purchase the property while the property is subject to a contract for sale.
 2. Presenting all written offers to and from Seller in a timely manner regardless of whether the property is subject to a contract for sale;
 3. Disclosing in writing to Seller all adverse material facts actually know by Seller's Agent.
 4. Advising Seller to obtain expert advice as to material matters of that which Seller Limited Agent knows, but the specifics of which are beyond the expertise of Seller's Limited Agent.
 - D. To account in a timely manner for all money and property received;
 - E. To comply with the requirements of agency relationships as defined in Neb.Rev.Stat. 76-2401 through 76- 2430, of the Nebraska Real Estate License Act, and any rules or regulations promulgated pursuant to such sections or act and.
 - F. To comply with any applicable federal, state, and local laws, rules regulations, and ordinances, including civil right statutes and regulations.
 21. **Modification of Listing Agreement.** No modification of Listing Agreement shall be valid, unless made in writing and agreed upon by all parties.
 22. **Release of information.** Seller authorizes BROKER to obtain any information relating to utility expenses and all pertinent



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information regarding the present mortgage(s) or Deed(s) of Trust on this Property including existing balance, interest rate, monthly payment, balance of Escrow Account and pay off amount. Seller authorizes the dissemination of sales information including selling price and terms after closing of the transaction.

- 23. **Entire Agreement.** The Listing Agreement constitutes the entire agreement between the parties and any prior negotiations or agreements, whether oral or written are not valid unless set forth in this Agreement.
- 24. **Copies of the Agreement.** This Listing Agreement is executed in multiple copies and Seller acknowledges receipt of a copy signed by the BROKER or BROKER'S Agent.

Signed this **18th** day of **MARCH**, **2025**

SOUTHWEST FARM & HOME REALTY by

BERNARD E. DEAVER

PO BOX 267, GRANT, NE 308-352-8092

Bernard E. Deaver
(agents signature)

ARLIN FLINT
(name of seller(s) type or print)

Arlin Flint 3/18/25
(seller signature/Date)

PO BOX 483
(address)

GRANT, NE 69140
(city/state/zip)

402-560-6056
(residence/work/mobile phone)

(email)

(name of seller(s) type or print)

(seller signature/Date)

(address)

(city/state/zip)

(residence/work/mobile phone)

(email)