

EXCLUSIVE AGENCY AGREEMENT – SELLER AGENCY

This contract between the undersigned SELLER and BROKER for the property known as 3755 CR2200  
Cottleville KS 67337 is EXCLUSIVE for a period beginning 4/1/26 (or date  
signed, whichever is later) and ending 10/1/2026 inclusive. The property is offered for sale  
for the sum of \$ 289,000, on terms agreeable to SELLER.

**BROKER agrees** to perform the terms of this contract, promote the interests of the SELLER with the utmost good  
faith, loyalty and fidelity, and present in a timely manner all offers to and from the SELLER. The BROKER shall present  
all offers to the SELLER when such offer is received prior to the closing of the sale.

**BROKER shall** disclose to the SELLER all adverse material facts actually known by the BROKER about the buyer and  
advise the SELLER to obtain expert advice as to material matters known by the BROKER but the specifics of which are  
beyond the BROKER'S expertise. When the SELLER has been so advised, no cause of action for any person shall  
arise against the BROKER pertaining to such material matters.

**BROKER shall** disclose to any customer and SELLER any facts known by BROKER, related to the physical condition  
of the property, which contradict any information included in a written report that has been prepared by a qualified third  
party and provided to a customer or SELLER. However, BROKER owes no duty to conduct an independent inspection  
of the property to verify accuracy or completeness of statements made by SELLER or such qualified third party.

**BROKER shall** account in a timely manner for all money and property received.

**BROKER shall** comply with all requirements of the Brokerage Relationships in Real Estate Transactions Act of Kansas  
and comply with any applicable federal, state and local laws, rules and regulations and ordinances. The BROKER shall  
keep all information about the SELLER confidential unless disclosure is required by statute, rule or regulation, or unless  
failure to disclose would constitute fraudulent misrepresentation. The BROKER shall disclose to any customer all  
adverse material facts actually known by the BROKER, including but not limited to: environmental hazards affecting  
the property which are required by law to be disclosed, the physical condition of the property, any material defects in the  
property or title thereto, any material limitation on the SELLER'S ability to perform under the terms of the contract.

**SELLER agrees** to pay the BROKER a brokerage fee of 6 % of sales price if the BROKER or any other  
person or entity produces a purchaser in accordance with the terms specified in the agreement or if the property is sold  
during the term of the listing agreement, unless the property is sold solely through the efforts of the seller or to  
specifically exempted persons or entities.

<b>SELLER agrees</b> that BROKER may:	Offer cooperation to sub-agents	<input type="checkbox"/>	yes	<input checked="" type="checkbox"/>	no
	Offer compensation to sub-agents	<input type="checkbox"/>	yes	<input checked="" type="checkbox"/>	no
	Offer cooperation to buyer's agents	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no
	Offer compensation to buyer's agents	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no
	Offer cooperation to transaction brokers	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no
	Offer compensation to transaction brokers	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no

**SELLER understands** that BROKER may show alternative properties not owned by SELLER to prospective buyers  
and may list competing properties for sale without breaching any duty or obligation to SELLER.

**SELLER authorizes** the BROKER to place a "For Sale" sign on the property.

SELLER'S INITIALS AND DATE  
uo 3/31/2026

K 3/31/2026  
DSing

AMERICAN HOMES REALTY, INC.  
1307 W. 11th Street  
Coffeyville, KS 67337  
620-251-4663

**ESTIMATED SELLER'S CLOSING STATEMENT**

Based on a Closing Date of : \_\_\_\_\_

Property: 3755 CR 2200 Coffeyville

Seller: Mehl

Buyer: \_\_\_\_\_

**DEBITS**

**CREDITS**

SALE PRICE

\$ 289,000

REAL ESTATE TAXES YEAR 2026

\_\_\_\_\_ + 365 = \_\_\_\_\_ X \_\_\_\_\_ DAYS =

\$ prorated to closing Day

UNPAID REAL ESTATE TAXES

\$ \_\_\_\_\_

MORTGAGE

\$ 0

INTEREST

\$ 0

TITLE INSURANCE 1/2

\$ \_\_\_\_\_

REAL ESTATE COMMISSION TO SELLER'S  
Agent or Transaction Broker 3%

\$ 8670

REAL ESTATE COMMISSION TO BUYER'S  
Agent / Transaction Broker/Seller Agent 3%

\$ 8670

TERMITE INSPECTION/TREATMENT

\$ if needed \$ \_\_\_\_\_

HOME WARRANTY

\$ \_\_\_\_\_ \$ \_\_\_\_\_

SEPTIC INSPECTION/REPAIRS unknown

\$ 150.00 \$ \_\_\_\_\_

CLOSING FEE

\$ 245.00 \$ \_\_\_\_\_

SELLER'S PAYING BUYER'S CLOSING COST

\$ 0 \$ \_\_\_\_\_

TOTAL ESTIMATED SELLERS EXPENSE

\$ 17,735.00

BALANCE DUE SELLER

\$ 271,265 \$ \_\_\_\_\_

TOTAL

\$ 289,000 \$ 289,000

Signed by:

3/31/2026

Anita O'Brien

Signed by: 9414B8...

DATE

3/31/2026

Kathy J...

Signed by: 488ED2410...

DATE

3/31/2026

Don

MAILING ADDRESS

PHONE NUMBER

**SELLER** understands potential for a **DESIGNATED AGENT RELATIONSHIP**. A designated agent is a real estate licensee affiliated with a broker who has been designated by the broker, or the broker's duly authorized representative, to act as the agent of a broker's buyer or seller client to the exclusion of all other affiliated licensees. If a designated agent is named in this agreement, the designated agent would perform the duties of a seller's agent and the supervising broker (or branch broker, if applicable) shall act as a transaction broker. As a transaction broker, **BROKER** would assist the parties with the real estate transaction without being an agent or advocate for the interests of either party. The supervising broker (or branch broker, if applicable) may appoint an affiliated licensee to act in the transaction as a transaction broker.

**BROKER**, or broker's authorized representative, hereby designates N/A to act as designated agent on **SELLER'S** behalf. Initial Initial Initial  
to act as designated agent on **SELLER'S** behalf. If an affiliated licensee is not being named as a designated agent in this agreement indicate by checking here:

**SELLER** understands, if a designated agent is not named in this agreement, a potential exists for **BROKER** to Act as Transaction Broker. The **BROKER** may have clients who have retained **BROKER** to represent them as a buyer in the acquisition of property. If a buyer client becomes interested in making an offer on **SELLER'S** property, then the **BROKER** would be in a position of representing both Buyer and Seller in that transaction. Such representation would constitute dual agency, which is illegal in Kansas. With the informed consent of both buyer and **SELLER**, **BROKER** may act as a transaction broker.

**SELLER** understands the broker may have a buyer agency agreement with a buyer naming another licensee with the brokerage firm a designated agent for a buyer. If a designated agent is not named in this agreement and a buyer with a designated agent from **BROKER'S** firm becomes interested in **SELLER'S** property, the supervising broker, with the written consent of **SELLER**, may at that time specifically designate an affiliated licensee who shall act as designated agent for **SELLER**. The written consent of the seller shall contain the name of the prospective buyer and shall acknowledge that the broker shall act as a transaction broker regarding any transaction with the buyer. The written consent of the seller shall be signed prior to presentation of any offer.

**ENTIRE AGREEMENT.** This Agency Agreement constitutes the entire agreement between the parties. Modifications of any term in this agreement shall be in writing and signed by both parties.

**Additional provisions:** Seller directs agent to continue to "show for backup" once property goes under contract at agents discretion

This is a legally binding contract. If not understood, seek legal advice. **SELLER** hereby certifies that ne/she has received a copy of this contract.

**American Homes Realty Inc.**  
BROKERAGE NAME  
by Carla L. O'Brien 4/1/16  
SIGNATURE FOR BROKERAGE DATE  
carla@americanhomesrealty.com  
E-MAIL ADDRESS  
1-620-252-8924 or 1-620-251-4663  
TELEPHONE NUMBER

Signed by: Anita O'Brien 3/31/2026  
SELLER DATE  
Signed by: Kathy J... 3/31/2026  
SELLER DATE  
Signed by: DMG 3/31/2026  
SELLER DATE  
TELEPHONE NUMBER

This form is approved by the Kansas Real Estate Commission on April 18, 2017, to be provided to brokers as a sample form of an agency agreement with a seller (per K.S.A. 58-30,112). Brokers may modify the form to a nonexclusive seller agency agreement or to an exclusive or nonexclusive agency agreement with a landlord. The form may also be modified to add, delete, or modify paragraphs as long as the modifications do not conflict with the requirements of the Brokerage Relationships in Real Estate Transactions Act (BRRETA), K.S.A. 58-30,101 et seq.



# CYBER FRAUD PROTECTION NOTICE

Document created:  
July 2019

1. **ALERT.** As a participant in a real estate transaction, you need to be aware of cyber fraud threats and exercise caution when exchanging money and information with other parties or entities involved in the transaction. Cyber criminals specifically target real estate transactions because money and personal information is being exchanged.
2. **SOPHISTICATED CYBER CRIMINALS.** These criminals are highly sophisticated and will try to hack into a participant's email account to obtain information about upcoming real estate transactions. Participants that are vulnerable can include sellers, buyers, real estate agents, real estate brokers, title companies, attorneys, closing agents, and financial institutions.
3. **POSSIBLE CRIMINAL TACTICS.** Criminals could:
  - a) Hack into your email account or the account of another party or participant in the transaction to gain information about the real estate transaction;
  - b) Spoof, imitate or slightly alter an email address of a party or participant in the transaction;
  - c) Send a fraudulent email with wiring instructions or routing information so the funds are directed to an account controlled by the criminal and not the intended recipient of the funds.
4. **EXERCISE CAUTION.** Exercise caution when wiring or transferring funds. Even if appearing legitimate, if you receive wiring instructions, especially by email, do not send money to that account without verification.
  - a) Independently verify wiring instructions, including the bank routing number and account number by calling the intended recipient of the funds. Do not reply or send an email to verify wiring information as it may be intercepted and replied to by a criminal.
  - b) Do not use the phone number provided in the communication containing the instructions. Use a phone number from another source such as a company website or phone directory.
5. **FORM NOTICE AND RECOMMENDATION FOR INDEPENDENT LEGAL ADVICE.** This notice has been prepared by the legal counsel of the Kansas Association of REALTORS® for exclusive use by its REALTOR® members. The warnings and recommendations contained within are not exhaustive and are not intended to be legal advice. If not understood, the Kansas Association of REALTORS® and the BROKER recommend that you seek independent legal advice.

## ACKNOWLEDGEMENT OF RECEIPT

I acknowledge receipt of this notice and the above information:

_____	DATE	Signed by: <u>Anita O'Brien</u>	3/31/2026
BUYER		SELLER 699414B8...	DATE
_____	DATE	Signed by: <u>Kathy G...</u>	3/31/2026
BUYER		SELLER 8ED2410...	DATE
_____	DATE	Signed by: <u>Don</u>	3/31/2026
		SELLER 7E49939628F4FD...	DATE

### Real Estate Brokerage Relationships

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

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

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

*We are Seller's Agents*

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

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

**Duties and Obligations:** Agents and transaction brokers have duties and obligations under K.S.A. 58-30.106, 58-30.107, and 58-30.113, and amendments thereto. A summary of those duties are:

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

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

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

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

**Agents and Transaction Brokers** have no duty to:

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

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

*Carla Jones LeLaCheur*  
Licensee

Carla Jones LeLaCheur

Supervising/branch broker

American Homes Realty Inc.

Real estate company name approved by the commission

Signed by:

*Anita O'Brien*

891335A6894148A

Signed by:

*Kathy J...*

Buyer's Seller Acknowledgement (not required)

*DMG*

7B499396C8F44FD...

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Document Updated: May 2025

PROPERTY ADDRESS: 3755 CR 2200 Coffeyville KS 67337

LEAD WARNING STATEMENT: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

SELLER'S DISCLOSURE

(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):

(i) [Initials] Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (initial (i) or (ii) below):

(i) [Initials] Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

PURCHASER'S ACKNOWLEDGMENT

(c) Purchaser has (initial (i) or (ii) below):

(i) [Initials] received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed above.

(d) [Initials] Purchaser has received the pamphlet Protect Your Family from Lead in Your Home (initial).

(e) Purchaser has (initial (i) or (ii) below):

(i) [Initials] received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

AGENT'S ACKNOWLEDGMENT (initial or enter N/A if not applicable)

(f) [Initials] Seller's Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

(g) [Initials] Purchaser's Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Table with 4 columns: Signed by, Date, Seller/Purchaser/Agent, Date. Includes signatures of Anita O'Brien, Katelyn, and Paula LaChaux.