

Kansas Barnes Realty Seller's Agency Farm and Land Listing Contract
Exclusive Right to Sell
This is a legally binding contract. If not understood, seek competent advice.

Date:

In consideration of your efforts to find a Buyer for the property located at: 422 Monument Rd, Atchison, KS
5 1/2 acres in 26-04-21 in Doniphan County Kansas

Louis and Shirley Clark, married couple
Sellers, hereby grants Barnes Realty Company, Broker, for the sole purpose of finding buyers as the **EXCLUSIVE AND SOLE BROKER**, with the exclusive right to sell for the period beginning with the date of this Contract and ending at ending at 11:30 am on 6/30/2020. At the price of \$85,000.00 for a private treaty sale and terms of cash or with Seller's consent, for lesser price or on other terms if agreed by seller.

If a ready, willing and able Buyer is procured by Broker, during the time this Contract is in force, Seller shall pay to Broker 7% of the sale price (\$2,200.00 minimum) as his/her share of the total commission due. Such compensation shall be paid if property is optioned, sold, conveyed or otherwise transferred within 180 days after the termination of this Contract or any extension thereof to anyone with whom Broker has submitted the property.

General conditions:

1. Seller to provide a title insurance commitment showing marketable title, a title insurance policy, and will convey property if and when sold by a good and sufficient warranty deed.
Seller to pay in full all state and county taxes and assessments, general and special, which are a lien on the property, except taxes for this calendar year which shall be prorated as of the date of delivery of the deed.
2. Seller authorizes Broker to accept a deposit to be applied on the sale price and to place the deposit in escrow account until closing of the sale, to place a "For Sale" sign on the property, and to otherwise advertise the property in any manner deemed wise by Broker.
3. Seller authorizes Broker to allow prospective Buyers to take photographs or videotapes of the interior and exterior of the property.
4. Seller authorizes Broker, buyer's agents, other transaction brokers, prospective buyers, lenders, appraisers and inspectors to make, or allow third parties to make, such inspections of the property as are deemed necessary, upon reasonable notice to Seller, and to disclose the opinions resulting from such inspections.
5. "Facsimile signatures," as that term is commonly used with reference to facsimile machines used in transmitting documents, signatures, photocopies, etc., shall be and hereby are declared by all parties to the Contract to be the same as original signatures to this Contract; a facsimile of this Contract, including the signature portion thereof, shall be treated and relied upon by all parties hereto as an original contract and an authentic signature with the same effect as though the facsimile is in fact the original document to which a genuine signature has been affixed.
6. This property is offered without regard to the race, color, religion, sex, handicap, familial status, national origin or ancestry of any prospective buyer.
7. In the event of nonperformance by Buyer through no fault of the broker, if earnest money is surrendered to the Seller, one half (1/2) of the forfeited deposit shall be retained by the Seller and one-half (1/2) shall be paid to the Broker in lieu of compensation, provided, however, that broker shall, in total, receive no more money than the amount agreed to as compensation.
8. Pursuant to this Contract, Broker will be acting in the capacity of Seller's agent, with the duties and obligations of a Seller's Agent under Kansas law. The seller's agent represents the seller only, so the buyer may either be un-represented or represented by another agent. A seller's agent is responsible for promoting the interest of the seller with the utmost good faith, loyalty and fidelity, protecting the seller's confidence, unless disclosure is required. Broker will comply with all requirements of the Brokerage Relationships in the Real Estate Transaction Act of Kansas and comply with any applicable laws, rules and regulations. A seller's agent has no duty to conduct independent inspection of the property for the benefit of the buyer or verify the accuracy or completeness of any statement by the seller or any qualified third party. However, Seller acknowledges that from time to time, a prospective buyer may engage Broker to act in one of several possible capacities with respect to that buyer, depending on what brokerage relationships are permitted by Broker's office policy. If the buyer will not consent to transaction brokerage, Broker may need to act as an agent to allow a transaction with Seller to proceed. Seller agrees to permit any such conversions of brokerage relationships in such circumstances. Disclosure of any conversion to any agency relationship shall be made upon its occurrence as required by rule or regulation.
10. Seller consents to Broker disclosing the following motivating factor for Seller in selling the property:

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11. Seller acknowledges receipt of a Kansas Real Estate Commission Broker Disclosure Form on or before the date hereof or upon Broker's taking any personal or financial information from Seller, whichever occurred first.

12. Seller acknowledges that the efforts and endeavors of Broker to procure a buyer, through advertising, co-brokers, or otherwise, shall constitute good and sufficient consideration for the Contract.

13. By signatures below the sellers hereby authorize the Farm Service Agency to release all information pertaining to the above described tract(s) to Barnes Realty Company.

14. The listing agreement may be cancelled at anytime, for any reason, except to avoid paying a commission that would otherwise be due. The cancellation becomes effective once the seller has reimbursed Barnes Realty for its marketing expenses.

15. Seller agrees to accept email communication for verification in changes to this listing agreement.

LISTING CONTRACT ACCEPTED

Barnes Realty by:

Shirley Hennigan
Listing Agent

Seller:

Louis Clark
Seller: Shirley A. Clark

Date:

Date:

11-3-2020

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