

REAL ESTATE SALES CONTRACT

THIS AGREEMENT made and entered this ____ day of _____ 2024, by and between **THE CITY OF ARKANSAS CITY, KANSAS LAND BANK BOARD OF TRUSTEES**, herein referred to as **SELLER**, and **LYDIA HOLGUIN & HECTOR DURAN**, herein referred to as **BUYER**.

WITNESSETH:

WHEREAS, SELLER has agreed to sell, and BUYER has agreed to buy property pursuant to the provisions set forth below; and

WHEREAS, SELLER does hereby covenant and agree that in consideration of the payments and performance of the covenants herein recited to be made and performed by BUYERS, SELLER shall convey unto the BUYERS, in fee simple, subject to any covenants, declarations, restrictions, zoning laws, or easements of record, but clear of all mortgage or financial encumbrances whatsoever, by Quit Claim Deed, the real estate described below in Section One and all improvements located thereon situate in Arkansas City, Cowley County, Kansas.

SECTION ONE: PROPERTY:

All real property owned by SELLER located at 118 South 9th Street, Arkansas City, Cowley County, Kansas and legally described as:

Lots 21-24 and the South 1 foot of Lot 25, Block 2, Love's First Addition to Arkansas City, Cowley County, Kansas

SECTION TWO: PURCHASE PRICE:

BUYERS hereby covenant and agree to pay unto SELLER the full sum of: [INSERT PRICE HERE] on the date of closing, which shall occur no later than 180 days after execution of this Contract.

SECTION THREE: TAXES:

BUYERS shall pay all taxes due and owing from and after the date of execution of this Contract.

SECTION FOUR: POSSESSION OF PROPERTY:

SELLER shall give possession of the aforescribed property immediately upon closing.

SECTION FIVE: TITLE INSURANCE:

BUYERS shall have the option of obtaining Title Insurance at his own expense.

SECTION SIX: CONDITION OF PREMISES:

The property is sold as-is, and SELLER makes no warranty as to the suitability of the property for any proposed use by BUYERS.

SECTION SEVEN: ADDITIONAL PROVISIONS:

BUYER agrees to construct a home on the property within one (1) year of the execution of this contract and shall have no notices of code violations for one (1) year on the property from the date of the execution of this contract.

IT IS MUTUALLY AGREED that all covenants and agreements herein contained shall extend to and be obligatory upon the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year first above appearing.

BUYERS:

LYDIA HOLGUIN

By: Lydia Holguin

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF _____) ss:

Be it remembered, that on this _____ day of _____ 2024, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Lydia Holguin, who is personally known to me to be the same persons who executed the within instrument in writing, and duly acknowledged the execution of same.

In witness whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires:

HECTOR DURAN

By: Hector Duran

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF _____) ss:

Be it remembered, that on this _____ day of _____ 2024, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Hector Duran, who is personally known to me to be the same persons who executed the within instrument in writing, and duly acknowledged the execution of same.

In witness whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires:

SELLER:

THE CITY OF ARKANSAS CITY, KANSAS LAND BANK BOARD OF TRUSTEES

By: Jay Warren
Chair

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Cowley) ss:

Be it remembered, that on this _____ day of _____ 2024, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Jay Warren, who is personally known to me to be the same person who executed the within instrument in writing, and duly acknowledged the execution of same as the authorized act and deed of the City of Arkansas City, Kansas Landbank Board of Trustees.

In witness whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires: