

REAL ESTATE SALES CONTRACT

THIS AGREEMENT made and entered this _____ day of _____ 2022, by and between **THE CITY OF ARKANSAS CITY, KANSAS**, herein referred to as **SELLER**, and **GEORGE E CUMMINGS, III and NISA J CUMMINGS**, 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 BUYER, SELLER shall convey unto the BUYER, 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 212 N 3rd Street, Arkansas City, Cowley County, Kansas and legally described as:

LOTS 20 AND 21, BLOCK 132, ARKANSAS CITY ORIGINAL TOWN, COWLEY COUNTY, KANSAS.

SECTION TWO: PURCHASE PRICE:

BUYER hereby covenant and agree to pay unto SELLER the full sum of: Six Thousand Nine Hundred Thirty (\$6,930.00), on the date of closing, which shall occur no later than 180 days after execution of this Contract.

SECTION THREE: TAXES:

BUYER shall pay all taxes due and owing from and after the date of closing on this Contract.

SECTION FOUR: POSSESSION OF PROPERTY:

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

SECTION FIVE: TITLE INSURANCE:

BUYER shall have the option of obtaining Title Insurance at BUYER'S 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 BUYER.

SECTION SEVEN: ADDITIONAL PROVISIONS:

BUYER agrees to construct a garage 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.

SECTION EIGHT: APPLICABLE LAW:

This contract shall be governed by, construed, and enforced in accordance with the laws of the State of Kansas. In the event any action is filed in relation to this real estate purchase, the unsuccessful party in the action shall pay to the successful party in addition to all other sums that may be declared due and payable, a reasonable sum for the prevailing party's attorney's fees, expert fees and costs related thereto.

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.

BUYER:
GEORGE E and NISA J CUMMINGS

By: George E. Cummings

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF COWLEY) ss:

Be it remembered, that on this _____ day of _____ 2022, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came George E. Cummings, 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:

By: Nisa J. Cummings

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF COWLEY) ss:

Be it remembered, that on this _____ day of _____ 2022, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Nisa J. Cummings, 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

By: Kanyon Gingher
Mayor

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF COWLEY) ss:

Be it remembered, that on this _____ day of _____ 2022, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Kanyon Gingher, 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: