

STATUTORY QUIT CLAIM DEED

**GRANTOR, THE CITY OF ARKANSAS CITY, KANSAS,
a Municipal Corporation,**

in consideration of the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, does hereby quit claim unto:

**GRANTEE, Ralph W. McDonald and Sara J. McDonald, husband
and wife, as joint tenants with the right of survivorship
and not as tenants in common,**

all the following lands and property situated in Cowley County, together with any and all improvements located thereon, subject to easements and restrictions of record, if any, and legally described as:

Lots 11, 12, 13 and 14, Block 154, Arkansas City, Cowley County, Kansas.

WITNESS Grantor’s hand this the ____ day of April 2021.

Scott Rogers
City of Arkansas City

STATE OF KANSAS)
COUNTY OF COWLEY) ss:

On this ____ day of April 2021, before me, a Notary Public within and for said County and State, having first been duly sworn under oath, personally appeared: SCOTT ROGERS, who is personally known to me to be the same person who executed the foregoing instrument, and the aforementioned acknowledged said instrument to be his free and voluntary act and deed and a duly authorized act on behalf of the City of Arkansas City, Kansas. In testimony whereof I have hereunto subscribed my hand and affixed my official seal the day and year last above appearing.

Notary Public

My appointment expires:

REAL ESTATE SALES CONTRACT

THIS AGREEMENT made and entered this _____ day of April 2021,

BY AND BETWEEN

THE CITY OF ARKANSAS CITY, KANSAS, a Municipal Corporation

herein referred to as **SELLER**

AND

Ralph W. McDonald and Sara J. McDonald

herein referred to as **BUYERS.**

WITNESSETH:

WHEREAS, SELLER has agreed to sell, and BUYERS have 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 following described real estate and all improvements located thereon situate in Arkansas City, Cowley County, Kansas, to-wit:

SECTION ONE: PROPERTY:

All real property owned by SELLER located at 203 N. 7th Street, Arkansas City, Cowley County, Kansas and legally described as:

Lots 11, 12, 13 and 14, Block 154, Arkansas City, Cowley County, Kansas,

(subject to any covenants, declarations, restrictions, zoning laws, or easements of record, but clear of all mortgage or financial encumbrances or judgment liens whatsoever)

SECTION TWO: PURCHASE PRICE:

BUYERS hereby covenant and agree to pay unto SELLER the full sum of: Five Thousand Dollars (\$5,000.00), on the date of closing, which shall occur no later than 180 (180) days after execution of this Contract.

SECTION THREE: TAXES:

BUYER 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 their 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 EIGHT: ADDITIONAL PROVISIONS:

As additional consideration for the purchase of the property, the purchase of this property is subject upon the following:

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.

BUYERS:

Ralph W. McDonald

Sara J. McDonald

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Cowley) ss:

Be it remembered, that on this _____ day of April 2021, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Ralph W. McDonald and Sara J. McDonald, who are 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: Scott Rogers

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Cowley) ss:

Be it remembered, that on this _____ day of April 2021, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Scott Rogers, 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.

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: