

A G R E E M E N T

THIS AGREEMENT made and entered into on this 6th day of April, 1994, by and between WILBUR R. LEPPKE, Guardian and Conservator for ESTHER H. HIEBERT, hereinafter referred to as Seller; and ROGER P. HIEBERT and MARY ALICE HIEBERT, husband and wife, hereinafter referred to as Buyers.

WITNESS:

Seller agrees to bargain, sell and convey to Buyers and Buyers agree to purchase from Seller the real estate hereinafter described for the sum and subject to the conditions hereinafter set out.

DESCRIPTION:

West 1/2 of Section 36, Township 20
South, Range 3 East, Marion County,
Kansas.

PURCHASE PRICE:

Buyers agree to pay Seller and Seller agrees to accept the sum of ONE HUNDRED TEN THOUSAND and 00/100 DOLLARS (\$110,000.00) for the above described real estate, said sum to be paid subject to the terms and conditions hereinafter set out.

PAYMENT OF PURCHASE PRICE:

1. Buyers shall pay the sum of \$10,000.00 as a down payment at the signing of this Agreement.

2. The balance of the purchase price in the sum of \$100,000.00 together with interest at the rate of 6% per annum on the unpaid balance, shall be paid in 12 annual payments of \$11,930.39 each, which first payment shall be made on or before April 1, 1995 and a like sum due on or before the like day of each year thereafter until the entire purchase price has been paid.

3. Buyers shall have the privilege of paying the unpaid principal balance in full or in part at any time. All payments shall be first applied to accrued interest and the balance to the reduction of principal. All payments made during any one contract year shall be first credited to the payments required in paragraph 2 of this Section for that contract year. All additional sums shall be treated as additional payments and shall not be applied to any payments due for subsequent years. In any

event, irrespective of when the payment is actually made, the interest shall be paid current on or before April 1 of each year. To the extent the total of the contract year's early payments are less than the sum required to be paid on or about April 1 of that contract year, Buyers shall only be required to pay the difference between the paid sums and the annual amount required by this Agreement.

4. Buyers are contemplating selling the house and surrounding acreage located on the premises; if Buyers sell it, the entire proceeds, after expenses of sale, shall be applied to this Agreement and the same shall be considered a prepayment on the contract and shall not be calculated as part of the annual required payments, irrespective of the date of sale and payment thereon; **Provided**, that Buyers shall not sell the same on an installment basis. Seller shall issue a Deed to that portion of the premises actually sold and the balance of the real estate shall remain in escrow in accordance to the terms of this Agreement.

POSSESSION AND CLOSING:

Buyers currently are in possession of the farm ground, and they shall be in possession of the entire premises from the date of signing this Agreement, subject only to the rights of the house tenant. The closing of this Agreement shall occur at such time as insurable title is presented by Seller, but anticipated to be March 31, 1994.

TAXES:

Seller shall pay the 1993 and all prior taxes. The Buyers shall pay 1994 and all subsequent taxes.

DEED:

Seller shall execute a Joint Tenancy General Warranty Deed to Buyers, which deed shall be held by the escrow holder and delivered to Buyers upon Buyers paying the entire principal purchase price and complying with all the terms of this Agreement as set out herein.

TITLE:

Seller shall furnish to Buyers an insurable title by means of title insurance of the above described real estate and Buyers shall have said title commitment examined and make title requirements within ten (10) days after receiving the same. Thereafter Seller shall have a reasonable time within which to meet any such title requirements. In the event Buyers fail within the ten days to make objections to the policy being written according to the commitment, all title requirements will be deemed waived by the Buyers. Seller shall have no obligation to provide a survey, and any survey shall be conducted at Buyers' expense; if Buyers obtain a survey, any material discrepancy which is brought to Seller's attention prior to closing shall be deemed to be an objection to the issuance of the policy according to the terms of the commitment.

If Seller is unable to furnish insurable title within a reasonable time, then at the option of the Buyers, Buyers may either waive said requirements or terminate this Agreement. Should the Agreement be so terminated, the escrow holder shall thereupon return to Buyers all moneys paid by them and shall return to Seller the deed and other papers held in escrow hereunder.

COSTS AND EXPENSES:

Seller shall pay expense of preparing the Agreement, Joint Tenancy General Warranty Deed, Affidavit of Equitable Interest, Kansas Real Estate Sales Validation Questionnaire. The cost of title insurance and escrow expense shall be paid one-half by Seller and one-half by Buyers. The cost of filing the Affidavit of Equitable Interest and the annual escrow fee shall be paid by Buyers.

INSURANCE:

Seller shall keep the premises insured in the sum to which it is currently insured until the time of closing. Buyers thereafter shall keep the premises insured against loss or damage by fire, windstorm or other hazards in an amount not less than the unpaid principal balance due under this Agreement with a company authorized to do business in the State of Kansas. A contract of sale clause shall be attached to the policy of insurance or Seller shall be made co-insured on the policy. In the event of loss, any claims paid under said insurance shall be used to repair the damages in the event the premises are not destroyed to the extent of more than one-third (1/3rd) of the

value of the property; in the event the premises are destroyed to the extent of more than one-third (1/3rd) of the value of the property, then, at Buyers' option, the proceeds from the insurance may be used to repair the premises or to reduce the balance of principal and interest due Seller under this Agreement. Buyers shall annually on the anniversary date of this Agreement provide Seller with proof of insurance with a premium paid for a 12 month period, if requested by the Seller.

REPAIRS AND LIENS:

Buyers shall not allow any mechanic's or materialmen's liens to attach to the above premises, and the unpaid purchase price provided for in this Agreement shall have priority over any mechanic's or materialmen's liens that might be filed against said property. If Buyers allow a lien to be filed on the above described land or fail to pay taxes as provided in this Agreement when due or allow any sum to become delinquent, or fail to make any payment on principal or interest as herein provided, then this Agreement may be deemed in default for any of these reasons alone and thereupon the Agreement shall be subject to the provisions herein regarding default. In the alternative, Seller may at his option pay the taxes, add the sum expended to the principal balance due on the contract and collect the same as part of the principal balance due on this Agreement.

ESCROW HOLDER:

Central National Bank Marion County, Marion, Kansas, shall act as the escrow holder for the parties hereto; they are acting for the accommodation of the parties and not as their agent and they shall be held harmless from any obligation growing out of this transaction or the acts or omissions of the parties hereto. Said escrow holder shall collect all sums due according to this Agreement, including expenses and costs, and shall disburse the same to the persons entitled thereto according to this Agreement. The escrow holder shall hold all documents until the purchase price and all other sums due hereunder have been paid in full, at which time the deed shall be delivered to Buyers.

CROPS:

All crops harvested in 1994, including the growing wheat, together with all government program payments, shall inure to the benefit of Buyers. \$1,200.00 of the purchase price is allocated to the value of the growing wheat and program payments.

MINERAL RIGHTS:

All of Seller's mineral rights shall go to Buyers as a part of this transaction. Buyers are entitled to all lease rentals, bonuses and royalties hereafter paid and Seller is authorized to execute any and all oil and gas leases during the pendency of this Agreement in the same manner as if they were the record title owner. If it becomes necessary for Seller to execute any oil and gas lease or ratify any lease previously made, Seller will do so without warranty of title.

DEFAULT:

Buyers shall have thirty (30) days grace on failure to pay any sum due under this Agreement; however, if Buyers fail to make their payments or otherwise default as to any provision of this Agreement for a period of more than 30 days, then Seller at his option may mail a notice of default to Buyers at the last address provided in writing by Buyers to the escrow holder, which notice states that if the default is not cured within 30 days after the date of the notice, the Seller will deem Agreement cancelled. If within said 30 days Buyers fail to cure the default, and:

1. If not more than 1/3 of the purchase price has been paid, the Agreement is thereby cancelled and Buyers shall forfeit all rights under this Agreement; in that event, Buyers hereby authorize said escrow holder to return said deed to Seller, and Buyers shall immediately surrender peaceable possession of said premises to Seller and this Agreement shall become otherwise void, and all rights and interest thereby created and existing in favor of Buyers shall cease and determine, and rights of possession and all equitable interest in the premises shall revert to and revest in Seller without any further declaration of forfeiture or act of re-entry; and all monies paid by Buyers to Seller shall be considered as liquidated damages for violation of this contract and for the use and occupancy of said premises.

2. If more than 1/3 of the purchase price has been paid, then the whole unpaid amount shall be due and payable in full, and thereupon Seller may foreclose in the same manner as a real estate mortgage is foreclosed in the State of Kansas, and Buyers shall be entitled to a nine month redemption period.


Time is of the essence with this Agreement and all payments and agreements must be promptly paid and performed in accordance with the terms herein.

ASSIGNMENT OF AGREEMENT:

Buyers may not assign or delegate this Agreement without the written consent of Seller.

THIS AGREEMENT and all provisions thereof shall extend to and bind the heirs, executors, administrators and assigns of the parties hereto; this Agreement constitutes the full and complete agreement of the parties. THIS AGREEMENT IS SUBJECT to receiving Court approval; if not approved, Buyers shall be entitled to a return of their down payment, the parties shall equally bear all expenses incurred to date thereof, and the Agreement is otherwise cancelled. If approved by the Court, neither Buyers nor Seller shall be be required to again seek Court approval for Buyers to sell the house as set out in Paragraph 4 of Payment of Purchase Price.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first above written.



Wilbur R. Leppke
Guardian and Conservator for
Esther H. Hiebert
SSN:

SELLER



Roger P. Hiebert



Mary Alice Hiebert

BUYERS

ACKNOWLEDGEMENTS

STATE OF KANSAS)
) ss:
COUNTY OF MARION)

This instrument was acknowledged before me on this 6th
day of April, 1994, by Wilbur R. Leppke, as Guardian and
Conservator for Esther H. Hiebert, a single person, as Seller.

J. ROBERT BROOKENS
NOTARY
PUBLIC
STATE OF KANSAS

J. Robert Brookens
Notary Public

My appointment expires: 8-23-94

STATE OF KANSAS)
) ss:
COUNTY OF MARION)

This instrument was acknowledged before me on this 6th
day of April, 1994, by Roger P. Hiebert and Mary Alice
Hiebert, husband and wife, as Buyers.

J. ROBERT BROOKENS
NOTARY
PUBLIC
STATE OF KANSAS

Roger P. Hiebert
Notary Public

My appointment expires: 8-23-94

ACCEPTANCE OF ESCROW HOLDER

The undersigned hereby agrees to act as escrow holder pursuant to the terms of said Agreement, and agrees to carry out the terms and conditions thereof which relate to said escrow.

Dated this 12 day of April, 1994.

Central National Bank Marion County

By:
Title:

[Handwritten Signature]
VP