



Exclusive Right-to-Sell Listing Agreement

STRACKE REALTY, LLC, 102 E US Hwy 20, Stuart, NE 68780



THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.
Commission rates and contract terms are not regulated by law and are subject to negotiation.

MILLS, MARK & JOHNSON, DAWN _____ (Seller)

appoint(s) STRACKE REALTY, LLC (Brokerage) as Seller's Exclusive Agent for the purposes and under the terms set forth below, with my specified Limited Seller's Agent to be Stacey Stracke Kay Lynn Collins (Agent). The brokerage may designate additional affiliated licensees of the Broker to act as Limited Seller's Agents on behalf of the Seller. All duties and obligations of the Brokerage will likewise apply to the Agent and any assigned affiliated licensees. Collectively, the Brokerage and Agent(s) will be known as STRACKE REALTY.

1. Purpose of Agency. The purpose of this sole and Exclusive Right-to-Sell Agency Contract (Listing) is to engage the efforts of STRACKE REALTY to accomplish the sale of the real property legally described as:

LOT 1 & NO 1/2 LOT 2 BLK 2 INDIANA ADDITION CITY OF BURWELL

Partial Legal was obtained from the County Assessor's. Parcel #(s): 000198400

also known as: 307 S 4TH AVE, BURWELL, NE 68823 (Property)
(Street Address) (City) (State) (Zip Code)

2. Effect of this Agreement. By entering into an agreement with STRACKE REALTY, the Seller consents to handle all sale negotiations for the Property exclusively through the Seller's Limited Agent. Additionally, the Seller agrees to direct all inquiries, regardless of origin or form, to the Seller's Limited Agent throughout the duration of this Agreement.

3. Disclosure of Motivating Factors. Seller authorizes the disclosure of motivating factors unless initialed here (*Seller's Initials* _____).

4. The Listing Period. This Agreement shall begin May 30, 2026 and continue through May 30, 2027.

5. Price and Terms. The listing price for the Property shall be \$ 200,000 in cash or other terms acceptable to the Seller.

6. Price to Include. The price for the Property shall include all attached fixtures, except: None.

The following personal property is included:

Refrigerator, Stove/Oven, Dishwasher, Microwave, Garbage Disposal and all window Coverings, Rods and Blinds.

7. Duties and Obligations of a Seller's Agent. The agent representing a Seller as a Seller's Agent shall be a limited agent with the following duties and obligations:

- (a) To perform the terms of any written agreement made with the client;
- (b) To exercise reasonable skill and care for the client;
- (c) To promote the interest of Seller with the utmost good faith, loyalty and fidelity including:
 - (i) Seeking the price and terms which are acceptable to Seller except that AGENT shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for sale or to seek additional offers to lease the Property while the Property is subject to a lease or letter of intent to lease.
 - (ii) Presenting all written offers to Seller in a timely manner regardless of whether the Property is subject to a contract for sale or lease or letter of intent to lease;
 - (iii) Disclosing in writing to Seller all adverse material facts actually known by AGENT; and



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- (iv) Advising Seller to obtain expert advice as to material matters of that which AGENT knows but the specifics of which are beyond the expertise of AGENT;
- (d) To account in a timely manner for all money and property received;
- (e) To comply with all requirements of Neb. Rev. Stat. Sections 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules and regulations promulgated pursuant to such sections or act; and
- (f) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.

8. Duties and Obligations of Buyer's Agent. The agent representing a Buyer as Buyer's Agent shall be a limited agent with the following duties and obligations:

- (a) To perform the terms of any written agreement made with the client;
- (b) To exercise reasonable skill and care for the client;
- (c) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
 - (i) Seeking a price and terms which are acceptable to the client, except that the AGENT shall not be obligated to seek other properties while the client is a party to a contract to purchase property or to a lease or letter of intent to lease;
 - (ii) Presenting all written offers to and from the client in a timely manner regardless of whether the client is already a party to a contract to purchase property or is already a party to a contract or a letter of intent to lease;
 - (iii) Disclosing in writing to the client adverse material facts actually known by the AGENT; and
 - (iv) Advising the client to obtain expert advice as to material matters about which the AGENT knows but the specifics of which are beyond the expertise of the AGENT;
- (d) To account in a timely manner for all money and property received;
- (d) To comply with all requirements of Neb. Rev. Stat. Sections 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules and regulations promulgated pursuant to such sections or act; and
- (e) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.

9. Confidential Information. An AGENT acting as a Buyer's Agent or a Seller's Agent, shall not disclose any confidential information about the client without the client's written permission unless disclosure is required by statute, rule, or regulation, or failure to disclose the information would constitute fraudulent misrepresentation. No cause of action shall arise against the AGENT acting as a Buyer's Agent or as a Seller's Agent for making any required or permitted disclosure. Confidential information shall mean information made confidential by statute, rule, regulation, or written instructions from the client unless the information is made public or becomes public by the words or conduct of the client to whom the information pertains or from a source other than the licensee.

10. Title. Seller represents to STRACKE REALTY that marketable title to the Property is solely in Seller's name. Seller shall deliver copies of all relevant title materials to STRACKE REALTY upon request. The Seller represents that there are no known encroachments affecting this Property, except (If none, state "None"): None.

11. Evidence of Title. Seller agrees to convey a marketable title to Buyer, evidenced by a title insurance policy.

12. Possession. Possession of the Property shall be delivered to Buyer on day of closing.

13. Property Condition Disclosure Statement; Indemnification. Seller confirms that all representations given to STRACKE REALTY or its licensees are accurate and that, to the best of the Seller's knowledge, there are no known encroachments, unrecorded assessments, adverse material facts, latent (non-apparent) defects or local improvements installed, under construction or ordered constructed by public authority affecting this Property except as outlined in the Seller Property Disclosure Statement completed in accordance with Neb. Rev. Stat. 76-2, 120. The Seller agrees to indemnify and hold harmless STRACKE REALTY (Listing Company) and its subagents against any claims arising from the Seller's breach of this paragraph. Additionally, the Seller agrees to cover attorney fees and related costs reasonably incurred by STRACKE REALTY and its subagents in enforcing this indemnity. The Seller acknowledges that any known material defects (including, but not limited to, structural issues, soil conditions, health or building code violations, or zoning variances) known to STRACKE REALTY must be disclosed to any prospective Buyer even if acting as a Limited Dual Agent.

Initial



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20. Responsibility of Insurance & Risk of Loss. The Seller shall maintain insurance on the property against fire, wind, hail, explosion, water damage, and any other potential risks, with coverage of no less than the purchase price until closing. Until the sale is finalized, the Seller assumes all responsibility for any loss or damage to the property. If the property sustains significant damage before closing, the Seller must promptly notify the insurance company and have the loss assessed. The Seller will also inform the Buyer in writing of the damage and cooperate with the Buyer regarding the insurance settlement or restoration of the structures.

21. Nondiscrimination. Seller and STRACKE REALTY agree not to discriminate against any prospective Buyer because of Buyer's race, color, sex, religion, familial status, handicap, or national origin.

22. Escrow Closing. Seller agrees that the closing of any sale made by STRACKE REALTY may be handled by an Escrow Agent at a fee.

23. Compliance with Law. Seller agrees to bring the property into compliance with the law as required for the sale of the property unless otherwise lawfully delegated to the buyer in the purchase agreement, which includes installing smoke and/or carbon monoxide detectors if necessary.

24. Lead-Based Paint. If the Property is residential real property and was constructed prior to 1978, Seller shall provide a lead-based paint disclosure form to Buyer in accordance with 42 U.S.C. § 4852d and attach it to this Agreement.

25. Sanitary Improvement District. If the Property is located within a Sanitary Improvement District ("SID") within the State of Nebraska, Seller shall provide the STRACKE REALTY with the most recent SID statement to be provided to any potential Buyer as required by Neb. Rev. Stat. § 31-727.03.

26. New Construction. If the Property consists of new construction, Seller represents that the Property will comply with all applicable laws, rules, regulations, ordinances, and codes as of the date the certificate of occupancy is issued.

27. Sign Permitted. Seller gives permission to STRACKE REALTY to place a "For Sale", a "Sale Pending", or a "Sold" sign on the Property and to use a "Lock Box" if applicable.

28. Audio and Video Recording. If selected, the property is equipped with [] audio or [] video surveillance, security, and/or recording devices. It is unlawful under Nebraska law to intercept or record any wire, electronic, or oral communications.

29. Protection of Valuables. STRACKE REALTY is not liable for any lost or stolen items during property showings. The Seller is responsible for securing all valuables in a safe and hidden location before showings.

30. Authorization of Advertising and Release of Photographic Information. STRACKE REALTY and its Agents are authorized to advertise and market the property through various media channels, including radio, newspaper, television, the internet, electronic platforms, and computer networks. They may also use digital, video, or photographic images of the property (which may incidentally include personal property) for advertising or promotional purposes. The Seller fully releases STRACKE REALTY, its employees, and Agents from any claims related to such use and grants them a reasonable period to remove advertising materials after the listing expires or the sale closes. The Seller acknowledges that prospective Buyers may take photos or videos of the property's interior or exterior and should, therefore, store private or personal items out of sight. The Seller waives and releases any claims against STRACKE REALTY related to the recording or transmission of images from the property.

31. Display of property information. Any property listed in the Multiple Listing Service may be displayed on the Internet unless the Seller specifies otherwise as follows:

a. [if checked] _____ The Seller has informed STRACKE REALTY that the property should not be displayed on the Internet.

b. [if checked] _____ The Seller has informed STRACKE REALTY that the property address should not be displayed on the Internet.

The Seller understands and acknowledges that if the option "a" above is selected, consumers searching online will not see any information about the property in response to their search.

Initial

Initials: Sellers

Date:

5/31/2026 | 4:02 PM CDT



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If internet display is allowed:

Seller allows does not allow the display of an automated estimate of the market value of the listing or a hyperlink to such an estimate in connection with the listing.

The Seller understands and acknowledges that if the property is displayed on the Internet, STRACKE REALTY has no control over third-party websites, including potential inaccuracies, price estimates, or comments shown on those sites.

32. Dual Agency Disclosure. Seller understands that AGENT currently serve as the agent for both Sellers and Buyers for the purpose of sale of real property, and Seller is aware that AGENT may be the agent for a Buyer of property listed by Seller. If Buyer becomes interested in a property listed with AGENT, AGENT shall immediately notify Seller that AGENT is serving as the agent of the Buyer of the property. Seller consents that AGENT may act as a Dual Agent in the sale of the listed property. If AGENT serves as a Dual Agent, AGENT shall make no representations to Seller of the price Buyer is willing to pay for the property except as set forth in the Purchase Agreement submitted by Buyer, nor any representation to Buyer of the price Seller is willing to accept for the property except as set forth in the Listing Agreement. AGENT shall not make any other representations to Seller that would violate AGENT agency relationship with Buyer, nor any representations to Buyer that would violate AGENT agency relationship with Seller. Seller acknowledges that if a Dual Agency exists, the ability of AGENT to represent either party fully and exclusively is limited. If a Dual Agency situation develops, Seller agrees to sign a Consent to Dual Agency. Except for limitations on disclosure of confidential information discussed in paragraph 9, a dual agent has the same duties and responsibilities of a limited agent to a Buyer as stated in paragraph 8 and to a Seller as stated in paragraph 7.

33. Open Houses by Buyer's Agents. Seller does or does not agree to have a Buyer's Agent conduct an open house for the property.

34. Modification of this Listing Contract. No modification of this Agreement shall be valid unless made in writing and signed by all parties.

35. Brokerage Services Only. The Seller acknowledges that STRACKE REALTY acts as a real estate broker only, not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, property inspector, consultant or other professional service advisor. Seller is hereby advised to seek other professional advice that may be important to Seller.

36. Release of Information. Seller authorizes STRACKE REALTY to obtain any information relating to utility expenses and all pertinent information regarding the present mortgage(s) or Deed(s) of Trust on the Property, including existing balance, interest rate, monthly payment, balance in escrow account and pay off amount. The Seller authorizes the dissemination of sales information, including selling price and terms, after the closing of the transaction.

Seller's Loan Company: _____ Loan #: _____

37. Entire Agreement. This Listing Agreement constitutes the entire agreement between the Seller and STRACKE REALTY and any prior negotiations or agreements, whether oral or written, are not valid unless set forth herein.

38. Copies of Agreement. The Seller acknowledges receipt of a copy signed by STRACKE REALTY or STRACKE REALTY affiliated licensee.

39. Fees. The minimum commission shall be \$ 0.00 or 6.5 %, whichever is greater. If the listing is canceled prior to the expiration date, the Seller agrees to pay STRACKE REALTY a marketing fee of \$ 0 .

IF CHECKED SEE ATTACHED DOCUMENT

40. Other:



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41. Authority to Sign. Seller represents to STRACKE REALTY that title to the Property is solely in the below-signed Seller's name(s) and that the undersigned is duly empowered and/or authorized, whether individually, on behalf of any entity or as a properly authorized fiduciary, to enter into this Listing Agreement and create a valid and binding contract, and to transfer title to the Property upon sale.

Signed this day of
5/30/2026 | 10:37 AM CDT

STRACKE REALTY, LLC, 102 E Hwy 20, Stuart, NE

68780

signed by:

Stacey Stracke 5/30/2026 | 10:37 AM CDT

80B87A97396BA4C5...
Or Authorized Agent Signature - Date

Kay Lynn Collins 5/30/2026 | 10:40 AM CDT

02E4025A3740F2990 / 308-380-6803

Agent Phone Number

stacey@strackerealty.com / kaylynn@strackerealty.com

Agent Email Address

Mark D. Mills

Name of Seller(s) Typed or Printed

Signed by:

5/31/2026 | 4:02 PM CDT

C8B7A97396BA4C5...
Seller Signature - Date

Seller Signature - Date

307 S 4TH AVE, BURWELL, NE 68823

Seller(s) Address, City, State, Zip

(308) 440-8931

Seller(s) Home Phone (Cell/Work Phone)

markdmills48@gmail.com

Seller(s) Email Address

Initial

5/31/2026 | 4:02 PM CDT