

Real Estate Auction

Auction: May 17, 2018 ~ 6:00 p.m.

Auction held on site!



Open for Inspection:

May 5, 2018 ~ 11:30 - 1:30 p.m.

May 9, 2018 ~ 3:30 - 6:30 p.m.

OR BY APPOINTMENT



1200 Wagon Wheel Rd | Lawrence | Ks | 66049

If you are looking for a home that you put your stamp on, don't miss this opportunity! This 5 bedroom, 3 bath ranch home was built in 1967 having over 2,500 sq feet of living area. Other features include full, finished walk out basement; 2 living areas with fireplaces; 2 car garage; storage room and small shed out back. This is a quality built, well maintained home that is ready for your personal updates making this home your very own!

Seller will also offer his riding mower and push mower for sale after the sale of the real estate.

CONTACT US for complete Property Prospectus!

- ♦ Five (5) Bedrooms
- ♦ Three (3) Bathrooms
- ♦ Hardwood Floors
- ♦ Full Walkout Basement
- ♦ Large Corner Lot
- ♦ Two (2) Fireplaces
- ♦ Wonderful new Deck
- ♦ Two (2) car garage
- ♦ Garden Shed
- ♦ Also selling Riding mower and push mower after real estate sells.
- ♦ All inspections to be done prior to auction, contract will be written with no contingencies.



Flory & Associates ~ Realty & Auctions

Jason Flory, Auctioneer/Agent

1162 N 550 Road | Baldwin City, KS 66006

Www.FloryAndAssociates.com

Wendy: 785.979.2923 · Jason: 785.979.2183 · Kaylee: 785.393.5287



Please visit www.FloryAndAssociates.com for complete listing of Auction terms, additional property information and pictures!

PROPERTY VIEWING:

1200 Wagon Wheel Rd, Lawrence

Property open for viewing:

May 5, 2018 ~ 11:30 - 1:30 pm

May 9, 2018 ~ 3:30 - 6:30 am

Or by Appointment!

If the above times do not work for your schedule, please feel free to contact Wendy, Jason or Kaylee Flory to schedule an appointment to view/inspect the property.

Property will be available for inspections during the scheduled **Open House: Saturday, May 5th 11:30 - 1:30 p.m. AND Wednesday, May 9th 3:30 - 6:30 p.m.** OR by appointment for all inspections including but not limited to electrical, mechanical, structural, mold, radon, lead-based paint and/or termite (as well as other inspections of your choice); property will be sold “as is”. **Your bidding is not contingent on Inspections.**



Jason W. Flory, Auctioneer/Agent
785-979-2183

Email: Floryandassociates@gmail.com
Www.FloryAndAssociates.com
Wendy Flory, Broker ~ 785-979-2923

Visit www.FloryAndAssociates.com for additional information!

TABLE OF CONTENTS:

Property Viewing/Open House Info	2
Table of Contents	3
Terms and Conditions	4
Legal Descriptions	5
Property Information & Pictures	6
Plat	7
Aerial of Property	8
Property Information <small>(Land Record from County)</small>	9
Property Record <small>(DGCAMA from County)</small>	10-11
Property Detail <small>(General Property Information from County)</small>	12-13
Title Commitment	14-22
Seller's Disclosure	23-29
Lead Base Paint Disclosure	30
"As Is" Attachment to Contract	31
Inspection Waiver	32
Agency Disclosure	33-34

AUCTION TERMS and CONDITIONS

Properties being Sold: 1200 Wagon Wheel Rd, Lawrence, KS 66049-3540

Down Payment:

Buyer will provide a Fifteen Percent (15%) **non-refundable** down payment/earnest money the day of auction, upon signing a purchase agreement immediately following the close of bidding. The down payment may be paid in the form of personal check, business check or cashiers check and will be held by **CONTINENTAL TITLE**. The remainder of the purchase price and closing costs is payable at closing. **YOUR BIDDING AND PURCHASE AGREEMENT WILL BE NON-CONTINGENT UPON FINANCING**, be sure you have arranged financing, if needed, and are capable of paying the balance at closing.

INSPECTIONS:

Property will be available for inspections during the scheduled **Open House Saturday, May 5, 2018 11:30 - 1:30 p.m. AND Wednesday, May 9, 2018 3:30 - 6:30 p.m.** OR by appointment for all inspections including but not limited to electrical, mechanical, structural, septic, mold, radon, lead-based paint and/or termite. Property will be sold "as is". **Your bidding and Purchase agreement will be NON-CONTINGENT on Inspections.**

Title: Seller shall provide clear title and execute a proper deed conveying the real estate to the Buyer (s).

Possession: Possession will be given at closing upon recording of deed.

Real Estate Taxes: Delinquent taxes, if any, will be paid by Seller. Real Estate taxes shall be pro-rated at closing.

Easements: Sale of property is subject to any and all easements of record. See preliminary title commitment within this brochure.

Closing: Anticipated closing date shall be on or before June 18, 2018 or a date mutually agreed upon between the Buyer(s) and Seller(s) conducted at the office of **Continental Title - Lawrence, KS**.

Agency: Flory and Associates and its representatives are Exclusive Agents for the sellers.

Disclaimer: The property is being sold on an **"as is, where is"** basis, and no warranty or representation, either express or implied, concerning the property is made by either the Sellers, Real Estate Agents and/or the Auction company. Each bidder is responsible for conducting their own independent inspections, investigations, and all due diligence concerning the property and the auction. Information contained in this brochure is subject to verification by all parties relying on it. Diagrams/dimensions in this brochure are approximate. Acreage is estimated. All information contained in this brochure and any related material are subject to the terms and conditions of the sale outlined in the purchase contract. Auction conduct and bidding increments are at the sole direction and discretion of the auctioneer. All decisions made by the auctioneer are final. The Sellers and the Real Estate Auctioneer reserve the right to preclude anyone from bidding if there is a question as to the person's credentials, fitness, intent, etc.

New Data, Corrections and Changes:

Please arrive prior to scheduled auction time to inspect any changes, corrections or additions to the property information. **ALL ANNOUNCEMENTS AND INFORMATION GIVEN/MADE FROM THE AUCTION PODIUM SHALL TAKE PRECEDENCE OVER PREVIOUSLY PRINTED OR STATED ADVERTISEMENT.**

I have read & understand the TERMS & CONDITIONS of this auction.

To be signed by Bidder/Potential Buyer when obtaining a bidders number.

Signature

Date

Printed Name

PROPERTY OWNER:

*Calvin C. Rice, Trustee of the Calvin C. Rice Revocable Trust,
dated June 29, 2009*

LEGAL DESCRIPTION:

1200 Wagon Wheel Rd, Lawrence, Kansas

Lot Seventeen (17) in Western Hills, Suburban Rancheros, an Addition in Douglas County, Kansas.



- ◆ Five (5) Bedrooms
- ◆ Three (3) Bathrooms
- ◆ Hardwood floors
- ◆ Full Walkout Basement
- ◆ Large Corner Lot
- ◆ Two (2) Fireplaces
- ◆ Wonderful new Deck
- ◆ Two (2) car garage
- ◆ Garden Shed
- ◆ Ready for your personal updates!
- ◆ Also selling Riding mower, push mower and appliances after real estate sells.
- ◆ All inspections to be done prior to auction, contract will be written with no contingencies.



1200 Wagon Wheel Rd, Lawrence, KS



April 11, 2018
Parcel



Property Viewer for Douglas County, KS
DISCLAIMER: This is not a legal survey. This map is to be used for reference purposes only, and no other use or reliance on the same is authorized.

LAND RECORDS APPLICATION

REAL ESTATE VIEW

[print window](#) | [close window](#)

PROPERTY INFORMATION			
Year: 2018	PIN Number: 023-068-34-0-30-05-006.00-0	Plate Number: U15373R	
Owner 1: RICE CALVIN C TRUSTEE			
Owner 2: <no record>			
In-Care-Of: <no record>			
Property Address: 1200 WAGON WHEEL RD, LAWRENCE, KANSAS			
Mailing Address: 1200 WAGON WHEEL RD, LAWRENCE, KS 66049			
Delinquent Tax: No	Tax Unit: 041	School: USD 49Z	Loan Number:
Sec-Twp-Rng:	Book: 0679	Page: 0865	Deed: 06/29/2000 *

(* click on the above deed date to link to the Deed system)

VALUE INFORMATION				
Class	Appraised		Assessed	
	Land	Improvements	Total*	Total
R	\$55,080	\$168,120	\$223,200	\$19,334
				\$25,668

TAX INFORMATION
Tax data for 2018 has not been calculated at this time. To view taxes for this property, please select a previous year from the 'Select Year' drop-down menu.

DESCRIPTION
WESTERN HILLS SUBURBAN RANCHEROS LT 17 122.7 X 238(I)

LEGAL INFORMATION
WESTERN HILLS SUBURBAN RANCHEROS LT 17 (ANNEXED TO CITY OF LAWRENCE ORD #5654 PASSED 11-12-85 REPLACES 802516)

DWELLING INFORMATION			COMP SALES INFORMATION			IMPROVEMENT COST SUMMARY			
Res Type:	1-Single-family Residence		Arch Style:	02-Ranch		Dwelling RCN:	224,540		
Quality:	3.00-Average		Bsmt Type:	4-Full		Percent Good:	78		
Year Blt:	1967	Est:	Total Rooms:	8	Bedrooms:	4	Mkt Adj:	100	
Eff Year:			Family Rooms:	1	Half Baths:		Eco Adj:	100	
MS Style:	1-One Story		Full Baths:	3			Building Value:	170,650	
LBCSStruct:	1110-Detached SFR unit		Garage Cap:	2			Other Improvement RCN:	0	
No. of Units:			Foundation:	Concrete - 2			Other Improvement Value:	0	
						CALCULATED VALUES			
Total Living Area:			1,386			Cost Land:			55,080
Calculated Area:			1,386			Cost Building:			170,650
Main Floor Living Area:						Cost Total:			225,730
Upper Floor Living Area Pct:						Income Value:			0
CDU:	AV+					Market Value:			223,200
Phys/Func/Econ:	AV	/ /				MRA Value:			223,500
Ovr Pct Gd/Rsn:						FINAL VALUES			
Remodel:						Value Method:			MKT
Percent Complete:						Land Value:			55,080
Assessment Class:						Building Value:			168,120
MU Cls/Pct:						Final Value:			223,200
						Prior Value:			205,400

BUILDING COMMENTS

DwellCom: A1-11 0154sf, A2-19 0506sf; DwellComp: OBY cond = A, OBY cond = A, OBY cond = A

SKETCH VECTORS

A0CU2L5U30R14D10R38D26L28U4L19A1CR19D6L24U8R5D2A2L5
CL23X22H

DWELLING COMPONENTS					Code
	Units	Pct	Quality	Year	
104-Frame, Plywood or Hardboard		100			901-Open Slab Porch (SF)
208-Composition Shingle		100			903-Wood Deck (SF)
351-Warmed & Cooled Air		100			905-Raised Slab Porch (SF) with Roof
402-Automatic Floor Cover Allowance					1637-Storage Building, Wood (SF)
601-Plumbing Fixtures (#)	11				
602-Plumbing Rough-Ins (#)	1				
622-Raised Subfloor (% or SF)	1,386				
644-Double 1-Story Fireplace (#)	1				
701-Attached Garage (SF)	506				
736-Garage Finish, Attached (SF)	506				
801-Total Basement Area (SF)	1,386				
803-Partition Finish Area (SF)	817				

DWELLING COMPONENTS				
	Units	Pct	Quality	Year
	260			
	140			
	154			
	120			

DGCAMA Property Record Card

Parcel ID: 023-068-34-0-30-05-006.00-0

Quick Ref: R12336

Tax Year: 2018

Run Date: 4/5/2018 7:27:14 PM

OWNER NAME AND MAILING ADDRESS

RICE CALVIN C TRUSTEE

1200 WAGON WHEEL RD
LAWRENCE, KS 66049-3540

PROPERTY SITUS ADDRESS

1200 WAGON WHEEL RD
KS

LAND BASED CLASSIFICATION SYSTEM

Function: 1101 Single family re: Sfx:
Activity: 1100 Household activities
Ownership: 1100 Private-fee simple
Site: 6000 Developed site - with building

GENERAL PROPERTY INFORMATION

Prop Class: R Residential - R
Living Units: 1
Zoning: RS20
Neighborhood: 614.0 614.0
Economic Adj. Factor: / U15373R
Map / Routing: 000041-000041
Tax Unit Group: 000041-000041



R12336 03/10/2017

Image Date: 03/10/2017

PROPERTY FACTORS

Topoaraahv: Level - 1, Rolling - 4
Utilities: Public Water, Septic, Gas
Access: Semi Improved Road
Frontina: Residential Street
Location: Neighborhood or Spot
Parking Type: On and Off Street
Parking Quantity: Adequate
Parking Proximity: On Site
Parking Covered:
Parking Uncovered:

TRACT DESCRIPTION

WESTERN HILLS SUBURBAN RANCHEROS LT
17 122.7 X 235(I)

INSPECTION HISTORY

Date	Time	Code	Reason	Appraiser	Contact	Code
12/20/2017	12:00 PM	FR	FR	353		
08/02/2017	10:00 AM	5	DM	353		
12/22/2016	8:55 AM	FR	FR	353		

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp
--------	--------	------	------------	--------	--------

2018 APPRAISED VALUE

Cls	Land	Building	Total
R	55,080	168,120	223,200

2017 APPRAISED VALUE

Cls	Land	Building	Total
R	55,080	150,320	205,400

Total	55,080	168,120	223,200	Total	55,080	150,320	205,400
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PARCEL COMMENTS

MARKET LAND INFORMATION

Method	Type	AC/ISF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
Soft	1-Primarv Site		33.105										6.03	12,000.00	4.59	0.00	0.00	55,080

Total Market Land Value 55,080

PROPERTY DETAILS

GENERAL PROPERTY INFORMATION									
Owner 1 Name			Full Address			PIN		Plate	
RICE CALVIN C TRUSTEE			1200 WAGON WHEEL RD, LAWRENCE, KS			023-068-34-0-30-05-006.00-0		U15373R	
Tax Year	Living Units	Map/Routing	Neighborhood	Property Class	Tax Unit Group	Zoning	Home Site Land Size	Ag Land Size	
2018	1		614.0	R	000041	RS20	33,105.0 Sqft	0 Acres	

PROPERTY FACTORS			
Access	Fronting	Location	Parking Proximity
Semi Improved Road	Residential Street	Neighborhood or Spot	On Site
Parking Quantity	Parking Type	Topography	Utilities
Adequate	On and Off Street	Level - 1 , Rolling - 4	Public Water , Septic , Gas

LAND-BASED CLASSIFICATION SYSTEM		
Activity	Function	Ownership
Household activities	Single family residence	Private-fee simple
		Developed site - with buildings

LAST INSPECTION		
Date	Time	Appraiser
12/20/2017	12:00:00 PM	353

BUILDING PERMITS
There are no building permit records for this property.

OTHER BUILDING COMPONENTS
There are no other building component records for this property.

OTHER BUILDING IMPROVEMENTS
There are no other building improvement records for this property.

BUILDING PHOTO(S)



R12336 03/10/2017



Please Note: To enlarge the building photo(s), please click on each linked photo.

RESIDENTIAL BUILDING DETAILS

(Please Note: Up to 3 records are shown. To view all buildings for this property, please click the "View Appraisal Card" button above.)

BUILDING #1

RESIDENTIAL BUILDING DESCRIPTION					
Year Built	Residence Type	Quality	LBCS Structure	MS Style	
1967	Single-family Residence	Average	Detached SFR unit	One Story	
Architectural Style	Basement Type	CDU	Foundation	Total Living Area	
Ranch	Full	AV+	Concrete - 2	1,386 Sqft	
Bed Rooms	Full Baths	Half Baths	Family Room	Total Rooms	
4	3	0	1	8	

RESIDENTIAL BUILDING COMPONENTS					
Component	Quality	Units	Percentage	Year Added	
Attached Garage (SF)		506			
Automatic Floor Cover Allowance					
Composition Shingle			100%		
Double 1-Story Fireplace (#)		1			
Frame, Plywood or Hardboard			100%		
Garage Finish, Attached (SF)		506			
Open Slab Porch (SF)		260			
Partition Finish Area (SF)		817			
Plumbing Fixtures (#)		11			
Plumbing Rough-ins (#)		1			
Raised Slab Porch (SF) with Roof		154			
Raised Subfloor (% or SF)		1386			
Storage Building, Wood (SF)		120			
Total Basement Area (SF)		1386			
Warmed & Cooled Air			100%		
Wood Deck (SF)		140			



Fidelity National Title Insurance Company



Continental
TITLE COMPANY

COMMITMENT FOR TITLE INSURANCE

ISSUED BY
CONTINENTAL TITLE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

[Signature]

ATTEST

President

[Signature]

Secretary

This page is only a part of a 2016 ALTA Commitment for Title Insurance issued by CONTINENTAL TITLE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form. 27C165B72

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ALTA Commitment for Title Insurance 8-1-16 w- KS MO Mod





Fidelity National Title Insurance Company



Continental
TITLE COMPANY

SCHEDULE A

Transaction Identification Data for reference only:

Issuing Office: Buyer(s) Side: Continental Title Company - 4104 W. 6th St, Ste C, Lawrence, KS 66049
Closer: Brandy Horner | Phone: (785)331-4380 | Fax: (785)331-4537
Seller(s) Side: Continental Title Company - 4104 W. 6th St, Ste C, Lawrence, KS 66049
Closer: Brandy Horner | Phone: (785)331-4380 | Fax: (785)331-4537
CTC File No.: 18309955
Property Address: 1200 Wagon Wheel Rd, Lawrence, KS 66049

1. Commitment Date: 29th day of March, 2018 at 8:00 A.M.

2. Policy to be issued:

(a) 2006 ALTA Owner's Policy

Proposed Policy Amount: \$5,000.00

Proposed Insured: Calvin C. Rice, Trustee of the Calvin C. Rice Revocable Trust, dated June 29, 2000

(b) None

Proposed Policy Amount:

Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:

Calvin C. Rice, Trustee of the Calvin C. Rice Revocable Trust, dated June 29, 2000

5. The Land is described as follows:

Lot Seventeen (17) in WESTERN HILLS, SUBURBAN RACHEROS, an addition in the City of Lawrence, Douglas County, Kansas.

CONTINENTAL TITLE COMPANY

By: Sandi Jones

Authorized Signatory

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ALTA Commitment for Title Insurance 8-1-16 w- KS MO Mod





Fidelity National Title Insurance Company



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TITLE COMPANY

**SCHEDULE B, PART I
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment of Assessments, Dues and/or Liens, levied by the Homeowners Association of said Subdivision, if any.
6. Payment of Special Assessments and/or Taxes levied by the City of Lawrence, and/or County of Douglas, if any.
7. NOTE: Prior to closing, the identity of the entities to be insured and policy amounts must be confirmed and at that time this Company will revise this commitment, disclosing all requirements for issuance of the policy as well as any additional exceptions which may be taken.
8. Properly executed Deed from Calvin C. Rice, Trustee of the Calvin C. Rice Revocable Trust, dated June 29, 2000 to .
9. Furnish a Sales Validation Questionnaire executed by the seller or buyer, to accompany any deed for filing.
10. Properly executed Mortgage from to in the amount of .
11. Properly executed Owner's Affidavit by Calvin C. Rice, Trustee of the Calvin C. Rice Revocable Trust, dated June 29, 2000.

NOTE: Grantors on all documents must show a marital status and grantors spouses must join in the execution of all documents to be recorded.

12. Payment of State, County, and City General Taxes for the second half of 2017, which become delinquent after May 10th.
13. Submit a properly executed 'Certification of Trust', pursuant to KSA 58a-1013 and RSMo 456.10-1013.
14. Satisfaction and Release of Mortgage, executed by Calvin C. Rice, an unmarried person; Calvin C. Rice, Trustee of the Calvin C. Rice Revocable Trust Indenture Dated June 29, 2000 to Capitol Federal Savings Bank dated May 13, 2003 and recorded May 19, 2003, as Document No. 260268 in Book 855 at Page 1725, securing \$15,000.00.

The Deed of Trust/Mortgage set forth above is purported to be a "Credit Line" Deed of Trust/Mortgage. It is a requirement that the Trustor/Grantor of said Deed of Trust/Mortgage provide written authorization to close said credit line account to the Lender when the Deed of Trust/Mortgage is being paid off through the Company or other Settlement/Escrow Agent or provide satisfactory subordination of this Deed of Trust/Mortgage to the proposed Deed of Trust/Mortgage recorded at closing.

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ALTA Commitment for Title Insurance 8-1-16 w- KS MO Mod





Fidelity National Title Insurance Company



Continental
TITLE COMPANY

SCHEDULE B, PART II

EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I – Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land.
5. Any lien or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. The lien of General Taxes for the year 2018, and thereafter.
8. Building Setback Lines, Easements, Covenants, Conditions and Restrictions according to the plat recorded in Plat Book 8 Page 22, including provisions for Subdivision Assessments according to the recorded plat, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604, any violation of which will not work a forfeiture or reversion of title.
9. Right of Way Easement granted to Rural Water District No. 1, Douglas County, Kansas as more fully set forth in the instrument recorded in Book 224 at Page 129.
10. Easement granted to Southwestern Bell Telephone Company, as more fully set forth in the instrument recorded in Book 235 at Page 103.
11. Easement granted to Southwestern Bell Telephone Company, as more fully set forth in the instrument recorded in Book 235 at Page 134.
12. Easement granted to Kansas City Power and Light Company as more fully set forth in the instrument recorded in Book 228 at Page 376.
13. Restrictions contained in the Warranty Deed recorded as Document No. 8156 in Book 249 at Page 464, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color,

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ALTA Commitment for Title Insurance 8-1-16 w- KS MO Mod



religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604.

14. The premises in question are located within the boundaries of Resolution No. 6028 as set forth in the instruments recorded in Book 631 at Page 836, and may be subject to assessments by reason thereof.
15. The premises in question are located within the boundaries of Resolution No. 6185 as set forth in the instruments recorded in Book 675 at Page 119, and may be subject to assessments by reason thereof.
16. Judgments, Tax Liens, if any, against the proposed buyers.

NOTE: This exception will be deleted on a Mortgagee's Policy which insures the lien of a purchase money mortgage on the subject property.

17. Tenancy rights, either as month to month or by virtue of written lease of any party now in possession of the premises in question.

This page is only a part of a 2016 ALTA Commitment for Title Insurance issued by CONTINENTAL TITLE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form. 27C165B72

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ALTA Commitment for Title Insurance 8-1-16 w- KS MO Mod





Fidelity National Title Insurance Company



Continental
TITLE COMPANY

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

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ALTA Commitment for Title Insurance 8-1-16 w- KS MO Mod



5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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ALTA Commitment for Title Insurance 8-1-16 w- KS MO Mod





Commitment No.: 18309955

For Reference Only:

24 Month Chain of Title and Tax Information:

NOTE: The Title Agent issuing this commitment is furnishing a 24 Month Chain of Title for informational purposes only and the Company has no liability for any of the information provided:

Kansas Quit Claim Deed from Calvin C. Rice, a single person to Calvin C. Rice, Trustee of the Calvin C. Rice Revocable Trust, dated June 29, 2000 recorded July 3, 2000 as Document No. 182204 in Book 679 at Page 865.

NOTE: For informational purposes only we submit the following tax figures and property address, if known. We assume no liability for the correctness of the same.

Commonly known as: 1200 Wagon Wheel Rd, Lawrence, KS 66049

Tax Year: 2017

Tax ID No.: U15373R

Assessed Value: \$23,621

Tax Amount: \$3,184.10 1st Half Paid, 2nd Half Due

Includes the following Special Assessments, if any: None

Delinquent Taxes, if any: None

NOTE: First Half of Taxes are due on or before December 20th; Second Half of Taxes are due on or before May 10th.

Closing Notes:

CLOSING INFORMATION NOTE: If the closing for the subject property is to be conducted by Continental Title Company, we require all monies due from the purchase to be in the form of a Cashier's Check, Certified Check or Wire Transfer. If the sale proceeds of any "payoffs" pursuant to the closing require "Good Funds" then monies received by us for such must be by bank or wire transfer.

The above applies to all closings unless other specific arrangements are made. Due to wide variances in banking practices and lack of control over funds "on the wire" we cannot accept financial responsibility for delays in the clearing of funds.

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information, which you provide us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others;
- And Information we receive from a consumer-reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customer

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

(LBOR Approved – 1-15-10)

Seller Property Condition Disclosure Statement

The following is a disclosure statement, made by the SELLER, of information concerning the condition of the Property during ownership of the Property, on the date on which it is signed. It is not a warranty of any kind by the SELLER(S) or any Agent representing any principal in this transaction, and should not be accepted as a substitute for any inspections or warranties the BUYER may wish to obtain. The information provided in this statement is the representation of the SELLER and not the representation of any Agent. The information contained herein is not intended to be part of any Contract between the SELLER and BUYER.

This disclosure statement concerns the real property situated at:

1200 Wagon Wheel Rd IN THE CITY OF Lawrence,
COUNTY OF Douglas, STATE OF KANSAS.

SELLER ☒ IS ☐ IS NOT currently occupying the property.

SELLER has owned property since: 1967.

SELLER'S INFORMATION

The SELLER discloses the following information with the knowledge that even though this is not a warranty, prospective BUYERS may rely on this information in deciding whether, and on what terms, to purchase the subject real property. SELLER hereby authorizes any Agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or possible sale of the real property.

Indicate the condition of the following items by marking the appropriate box. Check only one box per item. If negotiable, so indicate by writing "NEGOTIABLE" next to the item.

SECTION A – APPLIANCES

	Working	Not Working	Do Not Know if Working	N/A - Not Included
1. Built-in Vacuum System <input type="checkbox"/> Attachments Included <input type="checkbox"/> Pre-Plumbed only <input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Clothes Dryer <input type="checkbox"/> Gas <input type="checkbox"/> Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Clothes Washer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Freezer – Free Standing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Microwave Oven <input type="checkbox"/> Built in <input type="checkbox"/> Free Standing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Wall Oven <input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Single <input type="checkbox"/> Double <input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Cook Top <input type="checkbox"/> Gas <input type="checkbox"/> Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Range/Stove.. <input type="checkbox"/> Gas <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Free Standing <input type="checkbox"/> Drop-in <input type="checkbox"/> Other	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Range Ventilation System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Trash Compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Exterior Grill – Built in	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. TV Antenna/Satellite Dish..	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments/Explanations from Section A:

SELLER'S initials and date: CR 4/2/2018

SELLER'S initials and date: _____

BUYER'S initial and date: _____

BUYER'S initial and date: _____



SECTION B – ELECTRICAL SYSTEMS

	Working	Not Working	Do Not Know if Working	N/A - Not Included
1. Electrical Service Panel <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Capacity: <u>100</u> AMPS (helpful hint – see main breaker panel)				
<input checked="" type="checkbox"/> Circuit Breakers <input type="checkbox"/> Fuses				
2. Type of Electrical Wiring: <input type="checkbox"/> Copper <input type="checkbox"/> Aluminum <input checked="" type="checkbox"/> Unknown				
3. 220 Volt Service (ie, stove, a/c, dryer).. <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Cable TV wiring & Jacks: Number of Jacks <u>0</u> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Telephone Wiring & Jacks: Number of Jacks <u>3</u> <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Ceiling Fans: Number of Ceiling Fans <u>0</u> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Doorbell <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Electrical Outlets & Switches <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Bathroom Vent Fan(s) <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Light Fixtures <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Intercom System – Built-in <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Sound System – Built-in <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Speakers – Built-in; <input type="checkbox"/> Wiring – Built-in <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. High Speed Internet Wiring.. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Cable <input type="checkbox"/> DSL <input type="checkbox"/> Satellite <input type="checkbox"/> Other				
Number of Jacks: _____				
14. Security System (<input type="checkbox"/> Pre-Wired Only) <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Smoke/Fire Alarm <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Number of Smoke/Fire/Heat Detectors: <u>1</u>				
16. Sauna (<input type="checkbox"/> Steam <input type="checkbox"/> Dry) <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Garage Door Opener(s): Number of Remotes <u>2</u> <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Garage Door Keyless Entry <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Other: _____ <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments/Explanations from Section B: _____

SECTION C – HEATING AND COOLING SYSTEMS

1. Furnace ... <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Forced Air Gas <input type="checkbox"/> Forced Air Electric <input type="checkbox"/> Forced Air Propane			
<input type="checkbox"/> Radiant <input type="checkbox"/> Gravity Flow <input type="checkbox"/> Specify Other _____			
Age <u>1987</u> ; <input type="checkbox"/> Zoned Number of Units _____			
Humidifier .. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Heat Pump <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Age _____; <input type="checkbox"/> Zoned Number of Units _____			
3. Air Conditioning <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Central Air; Age <u>1987</u> <input type="checkbox"/> Zoned; No. of Units _____			
<input type="checkbox"/> Electric <input type="checkbox"/> Other (comment) _____			
4. Propane Tank (<input type="checkbox"/> Leased <input type="checkbox"/> Owned) <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Leased From _____			
5. Air Purifier (Electronic Air Filter) <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Solar Heating (Panels & Plumbing) <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Whole House Fan <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Attic Ventilation System (attic only) <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Fireplace <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Masonry <input type="checkbox"/> Insert <input checked="" type="checkbox"/> Wood Burning <input type="checkbox"/> Direct Vent			
Gas Fireplace Logs ... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gas Fireplace Starter <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Free Standing Heating Stove.. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fuel Source: <input type="checkbox"/> Wood <input type="checkbox"/> Pellet <input type="checkbox"/> Corn <input type="checkbox"/> Other (comment) _____			
11. Other: _____ <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments/Explanations from Section C: _____

SELLER'S initials and date: _____
SELLER'S initials and date: _____

4/2/2018

BUYER'S initial and date: _____
BUYER'S initial and date: _____

SECTION D – WATER SYSTEMS

	Working	Not Working	Do Not Know if Working	N/A - Not Included
1. Water Supply	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Connected to Treated Water System: <input checked="" type="checkbox"/> City <input type="checkbox"/> Rural				
<input type="checkbox"/> Well <input type="checkbox"/> Cistern <input type="checkbox"/> Other: _____				
Rural Water District # _____ Phone # _____				
2. Sewage System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property is connected to: <input checked="" type="checkbox"/> City Sanitary Sewer System				
<input type="checkbox"/> Septic System <input type="checkbox"/> Lagoon <input type="checkbox"/> Other: _____				
3. Plumbing				
Water/Supply Lines	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewer/Waste Lines	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plumbing Fixtures & Faucets	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grinder Pit / Lift Station	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Jetted Tub	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Hot Tub	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Sump Pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Discharges to _____				
Number of Sump Pumps _____				
7. Swimming Pool	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Above Ground <input type="checkbox"/> In Ground				
8. Underground Sprinkler System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Installed: <input type="checkbox"/> Professionally <input type="checkbox"/> Homeowner <input type="checkbox"/> Unknown				
9. Water Heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Electric <input type="checkbox"/> Other				
Number of Water Heaters <u>1</u> ; Age <u>Unkr</u> ; Gals. <u>50</u>				
10. Water Purifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Water Softener (<input type="checkbox"/> Leased <input type="checkbox"/> Owned)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments/Explanations from Section D: _____

SECTION E – STRUCTURAL CONDITIONS

	Yes	No	Unknown
1. Age of Roof <u>~10 years</u>			<input type="checkbox"/>
<input checked="" type="checkbox"/> Composition <input type="checkbox"/> 3-D Composition <input type="checkbox"/> Wood <input type="checkbox"/> Other: _____			
2. Has the roof ever leaked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Is there present damage to the roof?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Are you aware of any adverse conditions regarding the exterior siding of the structure(s)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Is there a history of infestation of termites, carpenter ants, fleas, rodents, etc?...	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Has the property been treated for infestation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Unrepaired damage from previous infestation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Is the property currently under warranty or other coverage by a licensed pest control company?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Have any of the windows ever leaked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Are there any windows that have broken thermo-pane seals? (moisture between panes)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Is there any damage to the chimney which requires repair?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Has there ever been leakage/seepage in the basement/crawlspace?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Are there any structural problems with the improvements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Have any corrections been made to stabilize the foundation or retaining walls?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Have you experienced any moving or settling of the following?			
a. Foundations	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Floors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Driveways	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Sidewalks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Patios	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Retaining Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SELLER'S initials and date: _____
SELLER'S initials and date: _____

4/2/2018

BUYER'S initial and date: _____
BUYER'S initial and date: _____

Section E – Continued

- | | Yes | No | Unknown |
|---|--------------------------|-------------------------------------|--------------------------|
| 16. Has there ever been damage to the real property or any of the improvements due to fire, flood, wind, hail, or other acts of nature? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 17. Have you ever had a leak from any plumbing line/fixture or appliance? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 18. Have you had the property inspected for the existence of any types of mold? If Yes, attach copy of any inspection report. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 19. Have you received any insurance proceeds or filed any insurance claim on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If yes, please comment and include any/all reports: 12. Several years ago, water entered the basement due to a drainage issue. This issue has been corrected, and there have been no leaks since then.

SECTION F – HAZARDOUS CONDITIONS: Are you (SELLER), to the best of your knowledge, aware of any of the following substances, materials, or products on the real property which may be an environmental hazard?

- | | Yes | No | Unknown |
|---|--------------------------|-------------------------------------|--------------------------|
| 1. Radon
<input type="checkbox"/> Pre-Plumbed <input type="checkbox"/> Operating Mitigation System | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Mold | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Lead-Based Paint | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Contaminated soil or water | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Toxic Materials | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Asbestos | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Landfill or buried materials | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. Underground fuel or chemical storage tanks | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Other (specify): _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If yes, please comment and include any/all reports: _____

SECTION G – TITLE DISCLOSURES: Are you (SELLER), to the best of your knowledge, aware of any of the following which could affect the real property? FOR INFORMATION CONCERNING SPECIAL ASSESSMENTS, CONTACT BOTH THE CITY CLERK AT 832-3201, AND THE COUNTY TREASURER AT 832-5178.

For online tax info visit: http://www.douglas-county.com/online_services/valuetaxes/disclaimer.asp.
For Pending/Certified Special Assessment info visit: <http://www.lawrenceks.org/specialassessment/>

- | | Yes | No | Unknown |
|--|--------------------------|-------------------------------------|--------------------------|
| 1. Any Covenants and Restrictions or other deed restrictions or obligations | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you have a copy of a property survey | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Any lot-line disputes or other unusual claims against the real property | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Any encroachments | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Any zoning violations. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Any non-conforming uses of property | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Any violations of "set back" requirements | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. Easements other than normal utility easements | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Any planned road or street expansions or improvements adjacent to the property | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. Any notices from any governmental, or quasi-governmental agency (HOA) affecting this real property | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 11. Any Pending/Certified assessments on the real estate, including but not limited to those for sidewalks, streets, sewers and waterlines | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Total balance of remaining special taxes: \$ _____

Certified Special Taxes: please itemize below:

Special Assessment 1 Description: _____	Amount \$ _____	Pay Off Year: _____
Special Assessment 2 Description: _____	Amount \$ _____	Pay Off Year: _____
Special Assessment 3 Description: _____	Amount \$ _____	Pay Off Year: _____
Special Assessment 4 Description: _____	Amount \$ _____	Pay Off Year: _____

Pending (estimated) Special Taxes or Benefit Districts: \$ _____ (principal only); Type of Assessment _____

SELLER'S initials and date: CR 4/2/2018

BUYER'S initial and date: _____
BUYER'S initial and date: _____



Section G – Continued

	Yes	No	Unknown
12. Features, such as walls, fences and driveways which are shared in common with adjoining landowners who use or have a responsibility to maintain the feature	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Any lawsuits against the SELLER threatening, or affecting, this real property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Any Home Owners Association (HOA) which has authority over the real property Association contact person: _____ Phone _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Are Home Owner's Association (HOA) dues/fees assessed against the property Dues: \$ _____ per _____; Transfer/Initiation Fee: \$ _____ *Please explain in Comments/Explanation below what is covered /included by the HOA dues and fees.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas Co-owned in individual interest with others)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Any problems related to any common area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If yes, please comment and include any/all reports: _____

SECTION H – OTHER DISCLOSURES: FOR QUESTIONS CONCERNING ZONING OF ANY ADJACENT PROPERTY, CONTACT THE LAWRENCE/DOUGLAS COUNTY PLANNING DEPARTMENT AT 832-3150, OR THE LOCAL CITY/COUNTY ZONING DEPARTMENT IF THIS PROPERTY IS LOCATED OUTSIDE OF DOUGLAS COUNTY. Lawrence/Douglas County Planning info at: <http://www.lawrenceks.org/pds/>

	Yes	No	Unknown
1. Current zoning is <u>residential</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Is any portion of the property in a flood plain	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, is flood insurance required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, is there a certificate of elevation...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the real property in a Wetlands area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Are there any flooding, drainage, or grading problems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Any room additions, structural modifications, or other alterations without: Necessary permits	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Licensed contractors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Are any trees or shrubs diseased or dead	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Is there located on the real property any of the following, active or inactive:			
a. Septic System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Lagoon	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Well	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Cistern	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Is this a rental property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Are you aware of any environmental conditions or incidents on, at, or over the real property that could possibly lead to a lawsuit or liability under any law, rule, ordinance, or other legal theory	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If yes, please comment and include any/all reports: Septic system is inactive, replaced by city sewer service.

SECTION I – MAINTENANCE: Insert the most recent year in which the following occurred.

	Date	Unknown		Date	Unknown
1. Serviced Air Conditioner	_____	<input checked="" type="checkbox"/>	4. Serviced/Cleaned Septic System	<u>NA</u>	<input type="checkbox"/>
2. Serviced Furnace	_____	<input checked="" type="checkbox"/>	5. Serviced/Cleaned Main Plumbing Waste Lines..	_____	<input checked="" type="checkbox"/>
3. Cleaned/Serviced Fireplace	_____	<input checked="" type="checkbox"/>	6. Checked Sprinkler System Back-Flow Valve	<u>NA</u>	<input type="checkbox"/>
Chimney/Woodstove flue	_____	<input checked="" type="checkbox"/>	7. Sprinkler System Winterized	<u>NA</u>	<input type="checkbox"/>

Other Routine/Recurring Maintenance _____ ☐

Comments/Explanations from Section I: _____

SELLER'S initials and date: CR 4/2/2018
SELLER'S initials and date: _____

BUYER'S initial and date: _____
BUYER'S initial and date: _____



SECTION J – PERSONAL PROPERTY: ANY PERSONAL PROPERTY INCLUDED IN THE SALE OF THIS PROPERTY SHOULD BE ITEMIZED IN THE SALES CONTRACT AS NEGOTIATED BETWEEN SELLER AND BUYER.

1. ITEMS THAT REMAIN WITH PROPERTY:

2. ITEMS RESERVED BY SELLER:

Refrigerator, upright freezer, riding mower, self-propelled mower all to be sold separately

SECTION K – ADDITIONAL INFORMATION:

1. ANY OTHER FACTS OR INFORMATION RELATING TO THIS PROPERTY THAT WOULD BE OF INTEREST TO A BUYER:

2. ARE YOU AWARE OF ANY ADDITIONAL DEFECTS PRIOR TO YOUR OWNERSHIP?

SELLER certifies that the information herein is true and correct to the best of SELLER'S knowledge as of the date signed by SELLER. SELLER further agrees to notify BUYER of any additional items which may become known to the SELLER prior to recording of the Deed. SELLER further agrees to hold the Real Estate Broker(s) harmless from any liability incurred as a result of any third-party reliance on the disclosure contained herein and acknowledges receipt of a copy of this statement.

- ☐ I have not occupied this property in the past _____ years of my ownership. Therefore, there are conditions of this property with which I am not familiar, however I have completed this disclosure as fully as possible.

DocuSigned by:

Calvin C. Rice
SELLER SIGNATURE

4/2/2018

DATE

Calvin C Rice, Trustee

SELLER NAME (Please type or print clearly)

SELLER SIGNATURE

DATE

SELLER NAME (Please type or print clearly)

BUYER'S initial and date: _____

BUYER'S initial and date: _____



BUYER'S RECEIPT OF DISCLOSURE STATEMENT

BUYER acknowledges that this disclosure does not constitute a warranty. The BUYER is urged to carefully inspect the property and to have the property inspected by a qualified inspector. The BUYER understands that there are areas of the property of which the SELLER has no knowledge and this disclosure statement does not encompass those areas. The BUYER also acknowledges that he has read and received a signed copy of this statement from the SELLER or SELLER'S Agent. The BUYER acknowledges any personal property not included in the sales contract remains the property of the SELLER.

BUYER'S RIGHT TO PROFESSIONAL COUNSEL: BUYER acknowledges and agrees that the purchase of real property encompasses many professional disciplines, and while Broker possesses considerable general knowledge, Broker is not expert in matters of law, tax, financing, surveying, structural conditions, hazardous material, engineering, etc. BUYER acknowledges that BUYER has been advised by Broker to seek professional expert assistance and advice in those and other areas of professional expertise. In the event that Broker provides to BUYER names or sources for such advice and assistance, BUYER acknowledges and agrees that Broker does not warrant or guarantee such services and/or products.

BUYER herein understands that outside legal and tax counsel is recommended. Comprehensive mechanical, structural and other inspections are recommended. If, at BUYER'S option and choice, BUYER decides not to conduct inspections or obtain tax and legal counsel before closing, then BUYER accepts the Property in its present condition and will make no claim against SELLER, Brokers, or agents, based upon the lack of tax or legal counsel or based on any known or unknown past, current, or future condition of the above property and/or its improvements including but not limited to latent or patent defects, repairs, or replacements.

BUYER is advised that school boundaries are subject to change.

BUYER is advised that Kansas law requires persons who are convicted of certain sexually violent crimes after April 14, 1994, to register with the sheriff of the county in which they reside. BUYER is advised that information regarding those registrants may be available through the Kansas Bureau of Investigation (home page address: <http://www.kansas.gov/kbi/>) or by contacting the local sheriff's office.

BUYER is advised that fungal contaminants (molds, etc.) may exist in the Property of which the Seller is unaware. These contaminants generally grow in places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. A professional home inspection may not disclose fungal contaminants. BUYER may wish to obtain an inspection specifically for fungal contaminants to more fully determine the condition of the Property and its environmental status. Companies may be found in the Yellow Pages under "Environmental and Ecological Consultants," or "Environmental and Ecological Equipment and Services." Additional information about mold/fungal contaminants may be found at the following Internet Web Site: <http://www.cdc.gov/mold/faqs.htm>.

RADON: Every buyer of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires sellers to disclose any information known to the seller that shows elevated concentrations of radon gas in residential real property. The Kansas Department of Health and Environment recommends all homebuyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician. For additional information go to <http://www.kansasradonprogram.org>. BUYER acknowledges that SELLER does not warrant code compliance.

BUYER SIGNATURE

DATE

BUYER NAME (Please type or print clearly)

BUYER SIGNATURE

DATE

BUYER NAME (Please type or print clearly)



Revised June 16, 1997

DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

LEAD WARNING STATEMENT:

EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS, AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE BUYER OF ANY KNOWN LEAD-BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

PROPERTY ADDRESS: 1200 Wagon Wheel Rd, Lawrence, KS 66049-3540

SELLER'S DISCLOSURE: MUST INITIAL "A" AND "B" AND CHECK APPROPRIATE BOXES!!

(a) **Presence of lead-based paint and/or lead-based paint hazards (check one below):**
(Initial) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

☒ SELLER has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) **Records and reports available to the SELLER (check one below):**

☐ SELLER has provided the BUYER with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

☒ SELLER has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

BUYER'S ACKNOWLEDGMENT: MUST INITIAL APPROPRIATE AREAS!

_____ (c) BUYER has received from SELLER copies of all available records and reports listed above.

_____ (d) BUYER has received the pamphlet *Protect Your Family From Lead In Your Home*.

_____ (e) BUYER has - **MUST CHECK ONE BELOW!**

☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection or the presence of lead-based paint or lead-based paint hazards; or

☒ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT: MUST BE INITIALED!

(f) Agent has informed the SELLER or the SELLER's obligations under 42 U.S.C. 4852 d
(Initial) and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY:

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

DocuSigned by:
SELLER Calvin C. Rice Date 4/2/2018
Calvin C. Rice, Trustee

SELLER _____ Date _____

BUYER _____ Date _____

BUYER _____ Date _____

LISTING AGENT _____ Date _____

SELLING AGENT _____ Date _____

"AS IS" ATTACHMENT TO SALES CONTRACT

SELLER(s): Calvin C Rice, Trustee

BUYER(s): _____

ADDRESS: 1200 Wagon Wheel Rd

Lawrence, KS 66049-3540

1. The Property being sold is not new and neither SELLER nor Seller's Agent warrant the condition of the property, which is sold in its present "AS IS" condition. BUYER understands and agrees that SELLER, his or her agents or assigns, will not, prior or subsequent to closing, be responsible for the repair, replacement, or modification of any deficiencies, malfunctions or mechanical defects in the material, workmanship, or mechanical components of the structures, improvements, or land, including but not limited to: heating, plumbing, electrical or sewage disposal system, well or other water supply system, drainage or moisture conditions, foundations, air conditioning, hot water heater, pools, spas, solar systems, appliances, roof or damage by pests or other organisms.
2. This provision supersedes all other provisions in the Purchase Agreement regarding maintenance and condition of the Property (except those relating to the destruction of improvements, risk of loss, and leaving property free of debris and personal property). However, SELLER agrees the Property (including all structures, pool, spa, grounds, and landscaping) will be delivered to BUYER at closing in the same or better condition than as of the date of acceptance or, if there is an inspection contingency, as of the time the inspection contingency is removed. Additionally, SELLER shall remove all personal property and debris from the Property prior to closing, unless otherwise agreed in writing.
3. BUYER has been advised to carefully inspect the Property personally, and to obtain inspection reports from qualified experts regarding all systems and features of the Property including boundary lines, lot and dwelling size, roof, plumbing, electrical, appliances, sewers, septic systems, soil conditions, foundation, heating, air conditioning, structural components, pool and related equipment, and any possible environmental hazards or pest infestation.
4. SELLER agrees to permit BUYER and BUYER'S representative's reasonable access to the Property to complete the inspections.
5. BUYER will notify SELLER in writing on or before N/A (if left blank, within TEN (10) calendar days from acceptance) that the condition of the Property is either acceptable or unacceptable. If the BUYER finds the Property acceptable, BUYER agrees to take the Property in its present "AS IS" condition as of the time the inspection condition is satisfied. Should BUYER find the Property unacceptable, the BUYER has the option of terminating the Purchase Agreement, and both parties will immediately execute a mutual cancellation agreement and shall thereafter be released and discharged from all liability under this Contract, and the earnest money shall be refunded promptly to BUYER, less any costs incurred by BUYER for BUYER'S inspections that have not been paid prior to cancellation.
6. BUYER is not relying on SELLER, Seller's Agent, or Buyer's Agent to investigate and report on the condition of the Property other than conditions actually known by the SELLER, Seller's Agent or Buyer's Agent and noted on any disclosure statements that have been provided. In all other respects, BUYER agrees that he or she is relying exclusively upon BUYER'S own inspection and that of experts retained by BUYER as to the condition of the physical features of the Property.
7. The parties understand that, even though this is an "AS IS" sale, the SELLER is obligated by law to reveal all known defects of a material nature of which the SELLER is aware. The parties do not intend by this addendum to waive any provision of the law requiring that the SELLER or the agents furnish disclosure statements, nor do the parties intend to waive any provisions of local laws requiring inspections or reports.
8. BUYER and SELLER agree and affirm that there are NO EXCEPTIONS made to this "AS IS" addendum unless checked here:
☒ EXCEPTIONS AS FOLLOWS: Property is being sold at Auction. Buyer acknowledges having had the opportunity to inspect property prior to auction date. Buyer accepts property in its as is condition.

SELLER Calvin C Rice, Trustee

DATE _____

BUYER _____

DATE _____

SELLER _____

DATE _____

BUYER _____

DATE _____



Lawrence Board of Realtors® (6-22-09)

INSPECTION WAIVER

It is understood and agreed that Buyer hereby waives the following inspections for the property located at:
1200 Wagon Wheel Rd, Lawrence, KS.

CHECK BOX(ES) FOR INSPECTION(S) TO BE WAIVED (Paragraphs referenced are in the LBOR/LMLS Board Approved Contract Form.)

- ☒ Paragraph 7. TERMITE/WOOD-DESTROYING/PEST INFESTATION
- ☒ Paragraph 8b1. MECHANICAL EQUIPMENT, PLUMBING & ELECTRICAL SYSTEMS, HVAC
- ☒ Paragraph 8b2. STRUCTURAL
- ☒ Paragraph 8b3. ENVIRONMENTAL OR HEALTH HAZARDS

Buyer acknowledges that Buyer has been advised to have the property examined by professional inspectors and has had the opportunity to have inspections performed by inspectors of Buyer's own choosing.

Buyer further acknowledges that neither the Seller nor any REALTOR® involved in the sale of the property Buyer is purchasing is an expert in detecting or repairing physical defects in the property. Buyer affirms that no important or material representations made by any REALTOR® concerning the condition of the property are being relied on by Buyer in conjunction with the purchase of the property.

Buyer agrees to accept the property in its present condition, subject to any warranties that may be provided by Seller.

Buyer

Buyer

Date: _____

Date: _____

Received by Sellers Agent/Representative: _____
Signature Date

Buyer acknowledges that they had the opportunity to conduct any and all inspections on this property prior to auction date. This property is being sold by auction in it's as is condition.

Buyers Initials: _____

Buyers Initials: _____

BUYING OR SELLING

PROPERTY - As a member of the NATIONAL ASSOCIATION OF REALTORS®, a REALTOR® subscribes to its strict Code of Ethics. Whether a REALTOR® is the agent or subagent of the SELLER, agent for BUYER, or transaction broker, a REALTOR® is obligated to treat honestly all parties to the transaction.

*A REALTOR® acts as an agent of BUYERS, or SELLERS, or as a Transaction Broker, to present offers and counter-offers until an agreement is reached.



1162 N 550 Road
Baldwin City, KS 66006
785.594.3125 Office
785.594.7442 Fax
FloryAndAssociates.com

REAL ESTATE BROKERAGE RELATIONSHIPS



Real estate brokers and salespersons are required by K.S.A. 58-30,110, and amendments thereto, to furnish a brochure on real estate brokerage relationships to buyers and sellers of residential property of one to four units.

October 1997



SELLER'S AGENT
or
DESIGNATED SELLER'S AGENT

The SELLER'S Agent represents the SELLER only, so the BUYER may be either unrepresented or represented by another agent.

The SELLER'S Agent is responsible for performing the following duties:

- promoting the interests of the SELLER with the utmost good faith, loyalty, and fidelity
- protecting the SELLER'S confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the SELLER to obtain expert advice
- accounting for all money and property received
- disclosing to the SELLER all adverse material facts about the BUYER that the agent knows
- disclosing to the BUYER all adverse material facts actually known by the agent, including:
 - environmental hazards affecting the property that are required to be disclosed
 - the physical condition of the property
 - any material defects in the property or in the title to the property
 - any material limitation on the SELLER'S ability to complete the contract

The SELLER'S Agent has no duty to:

- conduct an independent inspection of the property for the benefit of the buyer
- independently verify the accuracy or completeness of any statement by the SELLER or any qualified third party

Buyer/Seller

Buyer/Seller

BUYER'S AGENT
or
DESIGNATED BUYER'S AGENT

The BUYER'S Agent represents the BUYER only, so the SELLER may be either unrepresented or represented by another agent.

The BUYER'S Agent is responsible for performing the following duties:

- promoting the interests of the BUYER with the utmost good faith, loyalty, and fidelity
- protecting the BUYER'S confidences, unless disclosure is required
- advising the BUYER to obtain expert advice
- accounting for all money and property received
- disclosing to the BUYER all adverse material facts that the agent knows
- disclosing to the SELLER all adverse material facts actually known by the agent, including all material facts concerning the BUYER'S financial ability to perform the terms of the transaction

The BUYER'S Agent has no duty to:

- conduct an independent investigation of the BUYER'S financial condition for the benefit of the SELLER
- independently verify the accuracy or completeness of statements made by the BUYER or any qualified third party

STATEMENT OF REPRESENTATION
CLIENTS are represented by an agent; CUSTOMERS are not. Do not assume that an agent is acting on your behalf, unless you have signed a contract with the agent's firm to represent you. As a customer, you represent yourself. Any information that you, the customer, disclose to the agent representing another party will be disclosed to that other party. Even though licensees may be representing other parties, they are obligated to treat you honestly, give you accurate information, and disclose all known adverse material facts.

TRANSACTION BROKER
for
RESIDENTIAL TRANSACTIONS

The Transaction Broker is not an agent for either party, so the Transaction Broker does not advocate the interests of either party.

The Transaction Broker is responsible for performing the following duties:

- protecting the confidences of both parties, including the following information:
 - the fact that a BUYER is willing to pay more
 - the fact that a SELLER is willing to accept less
 - factors that are motivating any party
 - the fact that a party will agree to different financing terms
 - any information or personal confidences about a party that might place the other party at an advantage
 - exercising reasonable skill and care
 - presenting all offers in a timely manner
 - advising the parties regarding the transaction
 - suggesting that the parties obtain expert advice
 - accounting for all money and property received
 - keeping the parties fully informed
 - assisting the parties in closing the transaction
 - disclosing to the BUYER all adverse material facts actually known by the Transaction Broker, including:
 - environmental hazards affecting the property that are required to be disclosed
 - the physical condition of the property
 - any material defects in the property or in the title to the property
 - any material limitation on the SELLER'S ability to complete the contract
 - disclosing to the SELLER all adverse material facts actually known by the Transaction Broker, including all material facts concerning the BUYER'S financial ability to perform the terms of the transaction
- The Transaction Broker has no duty to:
- conduct an independent inspection of the property for the benefit of any party
 - conduct an independent investigation of the BUYER'S financial condition
 - independently verify the accuracy or completeness of statements made by the SELLER, BUYER, or any qualified third party