

REAL ESTATE AUCTION

1406 Clare Ct, Lawrence, KS 66046



Auction will be held at the Douglas County Fair Grounds in the Dreher Family 4-H Bldg. 2110 Harper, Lawrence, KS 66046



MAKE NOTE OF AUCTION LOCATION!

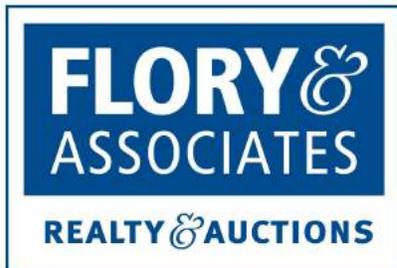
For Sale by AUCTION!

OPEN HOUSE!
11/27/16 11:30-1:30 pm
12/1/16 4:30-6:30 pm
Evening of auction 5-6 pm
Or by appointment!

This home features 3 Bedrooms, 2 Bath and 2 car garage. Large fenced yard, in quiet cul-de-sac. If you are looking for a fall/winter project this house is for you! Interior needs total rehab.

There will be 2 open houses for viewing, or by appointment. All inspections should be done prior to the auction date. The contract will be written with no contingencies.

PRESENTED BY:



Jason Flory, Auctioneer
785.979.2183
Wendy Flory, Broker
785.979.2923
www.FloryAndAssociates.com

VISIT www.FloryAndAssociates.com for Auction terms, additional pictures and information.

Property Viewing

1406 Clare Ct, Lawrence, KS

Saturday, November 26th | 11:30 - 1:30 p.m.

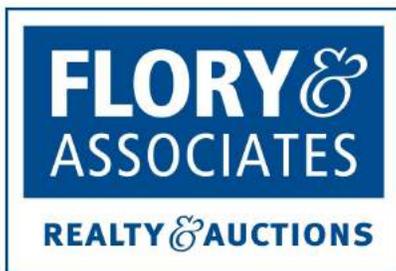
Thursday, December 1st | 4:30 - 6:30 p.m.

Evening of Auction | 5-6 p.m.

*Auction will be held at the Douglas County Fairgrounds
Dreher Family 4-H Building · 2110 Harper, Lawrence*

If the above times do not work, please feel free to contact Jason or Wendy to schedule an appointment.

For More Information:



785.979.2183

Jason Flory, Auctioneer/Agent

Email: wflory@sunflower.com

Wendy Flory, Broker ~ 785.979.2923

Visit www.FloryAndAssociates.com for additional pictures!

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AUCTION TERMS and CONDITIONS

Properties being Sold: 1406 Clare Ct, Lawrence, KS 66046

Auction Location: **Dreher Family 4-H Bldg. @ Douglas County Fairgrounds, 2210 Harper, Lawrence**

Down Payment: Buyer will provide a Ten Percent (10%) non-refundable down payment 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. The remainder of the purchase price is payable at closing. ***YOUR BIDDING IS NOT 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, November 26, 2016 11:30 - 1:30 p.m., Thursday, December 1, 2016 4:30 - 6:30 p.m., and Evening of Auction 5 - 6 p.m.** OR by appointment for all inspections including but not limited to electrical, mechanical, structural, mold and/or lead-based paint, termite; property will be sold "as is". **Your bidding is not 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.

Closing: Anticipated closing date shall be on or before January 6, 2017 or a date mutually agreed upon between the Buyer (s) and Sellers conducted at the office of ***Continental Title Company - 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 or the Auction company. Each bidder is responsible for conducting its 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 of 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 PRECEDANCE 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 Address:

1406 Clare Ct, Lawrence, KS 66046

Property Owner:

Eve Elliott Schmidt and Charles E. Elliott,
Trustee of the Charles E. Elliott Trust I

Legal Description

The land referred to herein is described as follows:

Lot 9, Block 2, in EDGEWOOD PARK ADDITION NO. 4 AND REPLAT OF TRACT A AND BLOCKS 4 AND 5, in EDGEWOOD PARK ADDITION NO. 3, an addition to the City of Lawrence, in Douglas County, Kansas, according to the recorded plat thereof.

1406 Clare Ct, Lawrence, KS





Continental

TITLE COMPANY

Agent for
Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Fidelity National Title Insurance Company ("Company"), a California Corporation for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned
Title Officer: Sandi Tarro

Fidelity National Title Insurance Company



BY

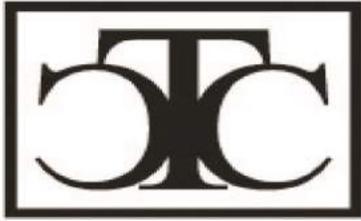
President

ATTEST

Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exception shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.



Continental TITLE COMPANY

Agent for
Fidelity National Title Insurance Company

SCHEDULE A

CTC File No.: 16258517

1. Effective Date: November 11, 2016 at 8:00 A.M.

2. Policy (or Policies) to be issued:

a. Owner's Policy (ALTA 6-17-06):

Amount:

Proposed Insured: None

Premium:

\$0.00

b. Loan Policy (ALTA 6-17-06):

Amount:

Proposed Insured: None

Premium:

\$0.00

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 Effective Date vested in:

Eve Elliott Schmidt and Charles E. Elliott, Trustee of the Charles E. Elliott Trust I

5. The land referred to in this Commitment is described as follows:

Lot 9, Block 2, in EDGEWOOD PARK ADDITION NO. 4 AND REPLAT OF TRACT A AND BLOCKS 4 AND 5, in EDGEWOOD PARK ADDITION NO. 3, an addition to the City of Lawrence, in Douglas County, Kansas, according to the recorded plat thereof.

Closing Office:

Continental Title Company

4104 W. 6th St Ste C

Lawrence, KS 66049

Phone: (785)331-4380

Fax: (785)331-4537

Closer:

**SCHEDULE B – SECTION I
REQUIREMENTS**

The following requirements must be satisfied:

1. Pay the agreed amounts for the interest in the Land and/or the Mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the Land and/or the Mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
5. NOTE: This is a Title Report and has been issued as a report as to the status of title and as such should not be relied upon for a Real Estate Transaction. This is not a commitment to insure, and no insurance is provided by this Title Report. Liability hereunder is exclusively, strictly and specifically limited to amounts paid for said report.

If a commitment for Title Insurance is desired, the identity of the entities to be insured and policy amounts must be disclosed to this Company and this Company will issue a Commitment for Title Insurance disclosing all requirements for issuance of the policy as well as any additional exceptions which may be taken.

6. Properly executed Deed from Eve Elliott Schmidt and Charles E. Elliott, Trustee of the Charles E. Elliott Trust I to None.
7. Furnish a Sales Validation Questionnaire executed by the seller or buyer, to accompany any deed for filing.
8. Properly executed Mortgage from None to None in the amount of .
9. Properly executed Owner's Affidavit by Eve Elliott Schmidt and Charles E. Elliott, Trustee of the Charles E. Elliott Trust I.

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

10. Payment of Real Estate Taxes for the year 2016, in the amount of \$1,931.66, the first half of which is due on or before December 20th, the second half of which are due on or before May 10th.
11. Submit a properly executed 'Certification of Trust', pursuant to KSA 58a-1013 and RSMo 456.10-1013.
12. Proof of Payment of child support, maintenance, attorney fees, equity or any other judgments, derived from the Decree of Divorce and/or Separation Agreement, by and between Erwin A Schmidt, Jr. and Eve Elliott Schmidt, filed November 27, 2001 as Case No. 01 D 703, and any amendments thereto. The public records show that the Separation and Property Settlement Agreement has not been confirmed. We require a copy of the Separation and Property Settlement Agreement agreed to by both parties. We reserve the right to make additional requirements and/or exceptions upon review of said documents.
13. The application for title insurance does not indicate the name of the proposed buyer. When the exact name of the buyer is ascertained, the records may be searched for possible judgments, tax liens and pending judicial proceedings; if the buyer is a corporation or partnership, certain additional exceptions and/or requirements may be made, as we deem necessary or advisable.
14. Note: This Company finds no open Mortgages of record; if there are any unrecorded Mortgages, please notify immediately. This Company reserves the right to make additional requirements and/or exceptions upon any review of any documentation received regarding the above requirements.

15. NOTE: If there has been construction, improvements or repairs to or on the property in the last 12 months, or a portion or all of the loan proceeds will be used for such, then unrecorded mechanics lien coverage will not be furnished unless arrangements are made prior to closing. If the property is 1-4 family residential and we are being asked to extend mechanic's lien coverage (through date downs or otherwise) on a construction loan, a Mechanic's Lien Indemnity Agreement secured by a satisfactory Letter of Credit will need to be furnished to the company. If the transaction is not a residential construction loan, either the aforesaid secured indemnity or satisfactory financial statements, indemnities, affidavits and possibly lien waivers, will need to be furnished to the company. Failure to notify the company in writing before closing will invalidate any mechanic's lien coverage given in the policy.

16. Payment of Assessments, Dues and/or Liens levied by the Homeowners Association of said Subdivision, if any.

17. Payment of Special Assessments and/or Taxes levied by the City of Lawrence and/or County of Douglas, if any.

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.

**SCHEDULE B – SECTION II
EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exception to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
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 circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien or right to a 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. Taxes and assessments for the year 2016, and subsequent years.
8. Building Setback Lines, Easements, Covenants, Conditions and Restrictions according to the plat recorded in Plat Book 6 Page 11, 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. Restrictions contained in the instrument recorded in Book 207 at Page 129, and as amended in Book 216 at Page 189, 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.
10. The premises in question are located within the boundaries of Ordinance No. 2968 as set forth in the instruments recorded in Book 208 at Page 70, and may be subject to assessments by reason thereof.
11. 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.

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

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:

Warranty Deed from Chad J. Kietzmann and Jill M. Kietzmann, husband and wife to Eve Elliott Schmidt, a married person and Charles E. Elliott, Trustee of the Charles E. Elliott Trust I as joint tenants with the rights of survivorship and not as tenants in common recorded August 28, 1998 as Document No. 143372 in Book 620 at Page 1074.

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: 1406 Clare Ct, Lawrence, KS 66046

Tax Year: 2016

Tax ID No.: U13022

Assessed Value: \$15,100

Tax Amount: \$1,931.66 Due and Payable

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.

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.

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:

1406 Clare Ct. IN THE CITY OF Lawrence,
COUNTY OF Kansas, STATE OF KANSAS.

SELLER IS NOT currently occupying the property.

SELLER has owned property since: _____

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"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Attachments Included <input type="checkbox"/> Pre-Plumbed only <input type="checkbox"/> Other				
2. Clothes Dryer.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Gas <input type="checkbox"/> Electric				
3. Clothes Washer.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Dishwasher.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Disposal.....	<input 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 type="checkbox"/>
7. Refrigerator.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Microwave Oven.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Built in <input type="checkbox"/> Free Standing				
9. Wall Oven.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Single <input type="checkbox"/> Double <input type="checkbox"/> Other				
10. Cook Top.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Gas <input type="checkbox"/> Electric				
11. Range/Stove.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Free Standing <input type="checkbox"/> Drop-in <input type="checkbox"/> Other				
12. Range Ventilation System.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Trash Compactor.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Exterior Grill - Built in.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. TV Antenna/Satellite Dish.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input 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: AW 11/8/16
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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Capacity: _____ AMPS (helpful hint – see main breaker panel)				
<input type="checkbox"/> Circuit Breakers <input type="checkbox"/> Fuses				
2. Type of Electrical Wiring: <input type="checkbox"/> Copper <input type="checkbox"/> Aluminum <input type="checkbox"/> Unknown				
3. 220 Volt Service (ie, stove, a/c, dryer).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Cable TV wiring & Jacks: Number of Jacks _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Telephone Wiring & Jacks: Number of Jacks _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Ceiling Fans: Number of Ceiling Fans _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Doorbell.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Electrical Outlets & Switches.....	<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"/>
10. Light Fixtures.....	<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"/>
12. Sound System – Built-in.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input 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"/>
13. High Speed Internet Wiring.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input 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"/>
15. Smoke/Fire Alarm.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Number of Smoke/Fire/Heat Detectors: _____				
16. Sauna (<input type="checkbox"/> Steam <input type="checkbox"/> Dry).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Garage Door Opener(s): Number of Remotes _____	<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"/>
18. Other: _____	<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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input 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 _____; <input type="checkbox"/> Zoned Number of Units _____				
Humidifier.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Heat Pump.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Age _____; <input type="checkbox"/> Zoned Number of Units _____				
3. Air Conditioning.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Central Air; Age _____; <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 type="checkbox"/>
Leased From _____				
5. Air Purifier (Electronic Air Filter).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Solar Heating (Panels & Plumbing).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Whole House Fan.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Attic Ventilation System (attic only).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Fireplace.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Masonry <input type="checkbox"/> Insert <input type="checkbox"/> Wood Burning <input type="checkbox"/> Direct Vent				
Gas Fireplace Logs.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas Fireplace Starter.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Free Standing Heating Stove.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input 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: MM 11/8/16
 SELLER'S initials and date: _____

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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Connected to Treated Water System: <input 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property is connected to: <input 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewer/Waste Lines.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plumbing Fixtures & Faucets.....	<input 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 type="checkbox"/>
4. Jetted Tub.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Hot Tub.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Sump Pump.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Discharges to _____				
Number of Sump Pumps _____				
7. Swimming Pool.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input 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 type="checkbox"/>
Installed: <input type="checkbox"/> Professionally <input type="checkbox"/> Homeowner <input type="checkbox"/> Unknown				
9. Water Heater.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Electric <input type="checkbox"/> Other				
Number of Water Heaters _____; Age _____; Gals. _____				
10. Water Purifier.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Water Softener (<input type="checkbox"/> Leased <input type="checkbox"/> Owned).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input 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 _____			<input type="checkbox"/>
<input 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 type="checkbox"/>	<input type="checkbox"/>
3. Is there present damage to the roof?	<input type="checkbox"/>	<input 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 type="checkbox"/>	<input type="checkbox"/>
5. Is there a history of infestation of termites, carpenter ants, fleas, rodents, etc?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Has the property been treated for infestation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Unrepaired damage from previous infestation?	<input type="checkbox"/>	<input 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 type="checkbox"/>	<input type="checkbox"/>
9. Have any of the windows ever leaked?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Are there any windows that have broken thermo-pane seals? (moisture between panes)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Is there any damage to the chimney which requires repair?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Has there ever been leakage/seepage in the basement/crawlspace?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Are there any structural problems with the improvements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Have any corrections been made to stabilize the foundation or retaining walls?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Have you experienced any moving or settling of the following?			
a. Foundations.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Floors.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Walls.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Driveways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Sidewalks.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Patios.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Retaining Walls.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Other.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SELLER'S initials and date: AW 11/8/16
 SELLER'S initials and date: _____

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 type="checkbox"/> | <input checked="" type="checkbox"/> |
| 17. Have you ever had a leak from any plumbing line/fixture or appliance? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 18. Have you had the property inspected for the existence of any types of mold? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| If Yes, attach copy of any inspection report. | | | |
| 19. Have you received any insurance proceeds or filed any insurance claim on the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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

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"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Pre-Plumbed <input type="checkbox"/> Operating Mitigation System | | | |
| 2. Mold | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Lead-Based Paint..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Contaminated soil or water | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Toxic Materials..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Asbestos..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Landfill or buried materials..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Underground fuel or chemical storage tanks..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Other (specify):..... | <input type="checkbox"/> | <input 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 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 type="checkbox"/> | <input type="checkbox"/> |
| 4. Any encroachments..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Any zoning violations..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Any non-conforming uses of property..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Any violations of "set back" requirements..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Easements other than normal utility easements | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Any planned road or street expansions or improvements adjacent to the property..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Any notices from any governmental, or quasi-governmental agency (HOA) affecting this real property..... | <input type="checkbox"/> | <input 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 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: AW 11/8/16
 SELLER'S initials and date: _____

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 type="checkbox"/> | <input checked="" type="checkbox"/> |
| 13. Any lawsuits against the SELLER threatening, or affecting, this real property..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. Any Home Owners Association (HOA) which has authority over the real property..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Association contact person: _____ Phone _____ | | | |
| 15. Are Home Owner's Association (HOA) dues/fees assessed against the property..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Dues: \$ _____ per _____; Transfer/initiation Fee: \$ _____ | | | |
| *Please explain in Comments/Explanation below what is covered /included by the HOA dues and fees. | | | |
| 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 type="checkbox"/> | <input type="checkbox"/> |
| 17. Any problems related to any common area..... | <input type="checkbox"/> | <input 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 _____ | | | |
| 2. Is any portion of the property in a flood plain..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" 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 type="checkbox"/> | <input type="checkbox"/> |
| 4. Are there any flooding, drainage, or grading problems..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Any room additions, structural modifications, or other alterations without: | | | |
| Necessary permits..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Licensed contractors..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Are any trees or shrubs diseased or dead..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Is there located on the real property any of the following, active or inactive: | | | |
| a. Septic System..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Lagoon..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Well..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Cistern..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Is this a rental property..... | <input type="checkbox"/> | <input 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 type="checkbox"/> | <input type="checkbox"/> |

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

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

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

Other Routine/Recurring Maintenance _____

Comments/Explanations from Section I: _____

SELLER'S initials and date: AW 11/8/16
 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:

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.

Charles E. Elliott Trust
The Trust Company, Trustee
SELLER SIGNATURE

11-8-2016
DATE

Don Williams, V.P.
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)



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: 1406 Clare Ct., Lawrence, KS

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

MW (Initial) (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
 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.

MW (Initial) (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!

J.F. (Initial) (f) Agent has informed the SELLER or the SELLER's obligations under 42 U.S.C. 4852 d 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.

SELLER Charles E. Elliott Trust
Trust Company, Trustee Date 11/8/16

BUYER _____ Date _____

SELLER By: [Signature] Date _____

BUYER _____ Date _____

LISTING AGENT [Signature] Date 11/8/16

SELLING AGENT _____ Date _____

INSPECTION WAIVER

It is understood and agreed that Buyer hereby waives the following inspections for the property located at:

_____.

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

Date: _____

Buyer

Date: _____

Received by Sellers Agent/Representative: _____

Signature

Date

"AS IS" ATTACHMENT TO SALES CONTRACT

SELLER(s): Charles E. Elliott Trust

BUYER(s): _____

ADDRESS: 1406 Clare Ct
Lawrence, KS 66046

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-See below #8 (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 as is. All inspections were to be done prior to Auction.

Charles E. Elliott Trust
The Trust Company, Trustee 11/8/2016
SELLER _____ DATE _____
Buy: [Signature] _____
SELLER _____ DATE _____

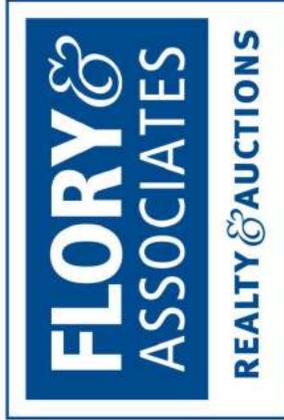
BUYER _____ DATE _____
BUYER _____ DATE _____



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.



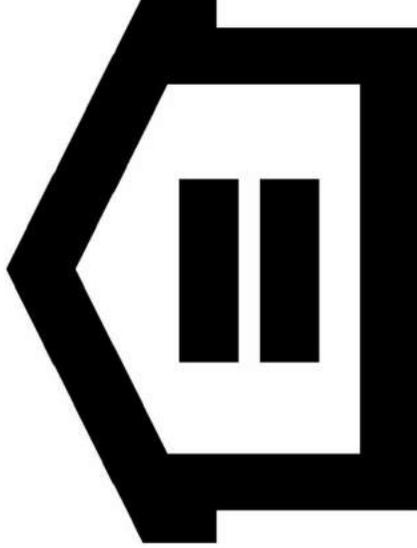
1162 N 550 Road
Baldwin City, KS 66006
785.594.3125 Office
785.594.7442 Fax
FloryAndAssociates.com

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



EQUAL HOUSING OPPORTUNITY

**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

Agent

**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