

Real Estate Auction

Auction: July 27, 2019 ~ 9:00 a.m.

Pictures taken prior to storm.



1016 E. 1256 Rd • Lawrence, Ks.

Open for Inspections:

July 16, 2019 ~ 3:30 - 6:30 p.m.
July 20, 2019 ~ 11:30 - 1:30 p.m.
Or by appointment!

- 2009 Cadillac CTS
- 1996 GMC Yukon & appliances will sale after the Real Estate.

Auction had to be rescheduled due to the recent tornado. Put your personal updates on this minor storm damaged country home. Minutes from Lawrence on hard surface roads. Just under 2000 ft² finished living space, basement and 3± acre corner lot. If you are looking for an home in the country, but close to town do not miss your opportunity here!



Flory & Associates ~ Realty & Auctions

Jason Flory, Auctioneer/Agent

1162 N 550 Road | Baldwin City, KS 66006

Wwww.FloryAndAssociates.com

Wendy: 785.979.2923 · Jason: 785.979.2183 · Kaylee: 785.393.5287



Please visit www.FloryAndAssociates.com for Auction terms, additional property information, Vehicles & Appliance information and updated pictures!

PROPERTY VIEWING:

**1016 E. 1256 Rd,
Lawrence, Ks 66047**

Property open for viewing:

July 16, 2019 ~ 3:30 - 6:30_{pm}
July 20, 2018 ~ 11:30 - 1:30_{pm}
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: Tuesday, July 16th 3:30 - 6:30 p.m. and Saturday, July 20th 11:30 - 1:30 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 potential buyer's choice); property will be sold "AS IS" in its present existing condition. **Your bidding is not contingent on Inspections.**

Seller will offer appliances and two vehicles after the sale of the Real Estate. See page 46 for details.



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!

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AUCTION TERMS and CONDITIONS

PROPERTY ADDRESS: 1016 E 1256 Rd, KS 66047

- All bidders are required to register and provide photo identification to obtain a bid number. By signing this document, potential bidders understand and agree to the Terms & Conditions of this Auction.
- **DOWN PAYMENT:** Winning Bidder will be required to make a **NON-REFUNDABLE** earnest money down payment equal to Ten Percent (10%) of the total purchase price 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 cashier's check and will be held by **FIRST UNITED TITLE**. The remainder of the purchase price and closing costs are payable at closing within 30 days of auction day. **YOUR BIDDING AND PURCHASE AGREEMENT WILL BE NON-CONTINGENT UPON FINANCING**. It is strongly recommended that potential bidders ensure in advance (if needed) they are able to obtain necessary financing to close the transaction.
- **PURCHASE AGREEMENT & ATTACHMENTS:** Purchase Agreement (Sales Contract) will be written with no contingencies. All documents that will be attached and incorporated into the Purchase Agreement are included in the Property Prospectus for review.
- **INSPECTIONS:** Property will be available for inspections during the scheduled *Open House Tuesday, July 16, 2019 3:30 - 6:30 p.m. AND Saturday, July 20, 2019 11:30 - 1:30 p.m.* OR by appointment. All prospective bidders are encouraged to inspect the property and have any and all inspections including, but not limited to electrical, mechanical, structural, septic, mold, radon, lead-based paint and/or termite completed (at prospective bidders' expense) prior to auction day. Property will be sold "as is" in its present existing condition. Your bidding and Purchase agreement will be **NON-CONTINGENT** on Inspections.
- **TITLE:** Seller shall provide clear title and execute proper deed conveying the real estate to the Buyer (s).
- **POSSESSION:** Possession will be given at closing upon recording of deed.
- **REAL ESTATE TAXES:** 2019 Real Estate taxes shall be pro-rated as of the closing date.
- **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 August 26, 2019 or a date mutually agreed upon between the Buyer(s) and Seller(s). Closing will be conducted by *First United Title*. Closing Contact: Kaylee Flory 785-594-9090.
- **AGENCY:** Flory and Associates and its representatives are Exclusive Agents for the sellers.
- Property will not be sold prior to scheduled auction date. This is not an absolute auction; Seller has the right to refuse the last bid.
- **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 PRECEDANCE OVER PREVIOUSLY PRINTED OR STATED ADVERTISEMENT.**

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

Prospective Buyer

PRINT NAME

PROPERTY OWNER:

*Merna K. Dean Trust Revocable Trust Under Agreement
dated May 4, 2010*

LEGAL DESCRIPTION:

1016 E. 1256 Rd, Lawrence, Kansas

Lot 20, in Shank Hill, a Subdivision, in Douglas County, Kansas,
As shown by the recorded plat thereof.

SHANK HILL

DESCRIPTION

Beginning at the SE cor of Sec 26, T18S, R10E; thence N 53-54° E along the South line of said Section a distance of 247.5 feet to the Southwest corner of 1/4 Sec 26; thence S 89° 28' 15" E along the East line of said Section a distance of 247.5 feet to the Northwest corner of the same; thence S 89° 28' 15" E along the North line of said Section a distance of 134.9 feet to a point 70.7 feet West of the Northwest corner of said Sec 26; thence S 21° 00' E a distance of 212.2 feet to the East line of said Section; thence along a curve to the left having a radius of 280 feet for a distance of 247.5 feet; thence continuing along a curve to the left having a radius of 125 feet for a distance of 208.7 feet; thence East 113.5 feet to a point on the East line of said Section and point being 40.5 feet West of the Northwest corner of said Section; thence S 89° 28' 15" E along the North line of said Section a distance of 217.5 feet to the point of beginning, containing 70.52 acres more or less.

DEDICATION

Known to all men by these presents that the undersigned owners of the same described land above has had caused the same to be subdivided under the name of "SHANK HILL". The streets and alleys shown on this plat and map hereinafter are dedicated to the public use of the City of Lawrence and Charles County, Missouri. In witness whereof, we have hereunto set our hands and the Public City Seal of Lawrence, Missouri, this 15th day of August, 1930, at Lawrence, Missouri.

Thomas E. Glass
Thomas E. Glass
Owner of Land

Bernice Glass
Bernice Glass
Owner of Land

Thomas E. Glass
Thomas E. Glass
Owner of Land

Bernice Glass
Bernice Glass
Owner of Land

J. M. Fisher
J. M. Fisher
City Engineer

Caroline Clark
Caroline Clark
City Engineer

City of Lawrence, Missouri

ACKNOWLEDGEMENT

That on August 15, 1930, the undersigned held in this City of Lawrence, Missouri, a public hearing and in and for said County of Douglas, Missouri, and Bernice Glass, Thomas E. Glass, J. M. Fisher, and Caroline Clark, his wife, and Edward B. Clark and Caroline Clark, his wife, who are personally known to me to be the same persons who executed the foregoing instrument of writing and they duly acknowledged the execution of the same before me, a Notary Public in and for said County of Douglas, Missouri, and the said parties and myself and my said wife and I, Notary Public, in the City and County aforesaid.

Thomas E. Glass
Thomas E. Glass
Notary Public
City of Lawrence, Missouri

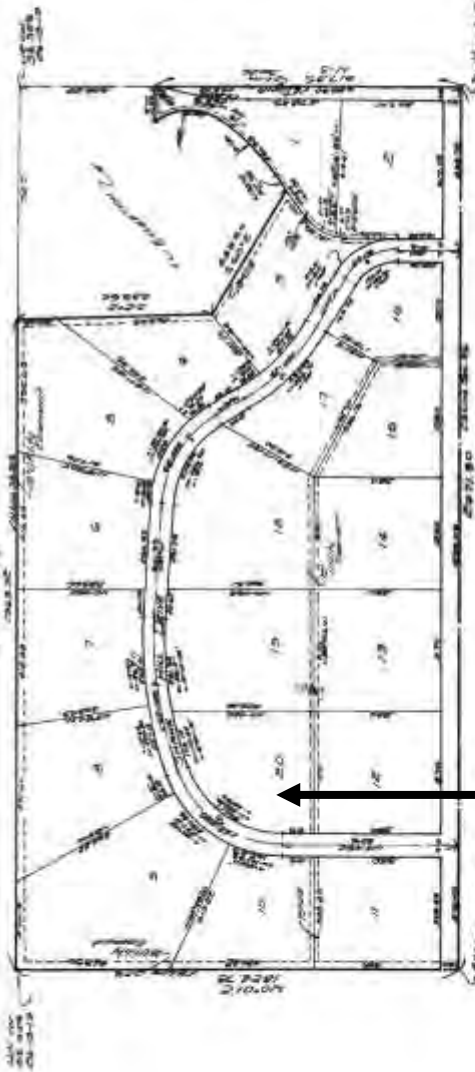
July 3, 1932

The planning commission of the City of Lawrence at its meeting on August 26, 1930 has examined this plat and map and approved it for filing in the County Records.

Charles Fisher
Charles Fisher - Chairman

The county commission of Douglas County, Missouri has examined this plat and approved it for filing in the County Records on this 15th day of August, 1930.

Archer Miller
Archer Miller
County Clerk



SUBJECT PROPERTY

RECEPTION
I hereby certify that the parties are the owners of the land shown on this plat.



CURVE	DATE	FILE	RECORD
1	1930	100	100
2	1930	100	100
3	1930	100	100
4	1930	100	100
5	1930	100	100
6	1930	100	100
7	1930	100	100
8	1930	100	100
9	1930	100	100
10	1930	100	100
11	1930	100	100
12	1930	100	100
13	1930	100	100
14	1930	100	100
15	1930	100	100
16	1930	100	100
17	1930	100	100
18	1930	100	100
19	1930	100	100
20	1930	100	100

28573



Stamp of Secretary
Department of Public Safety
City of Lawrence, Missouri

1016 E 1256 Rd, Lawrence, KS



5/22/2019, 10:04:17 PM

Parcel

1:1,000



Douglas County GIS Center

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

SUBJECT Property

LAND RECORDS APPLICATION
REAL ESTATE VIEW

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

PROPERTY INFORMATION	
Year: 2019	PIN Number: 023-117-26-0-00-02-005.00-0
Owner 1: DEAN MERNA K	Plate Number: 801729
Owner 2: <no record>	
In-Care-Of: <no record>	
Property Address: 1016 E 1256 RD, LAWRENCE, KANSAS	
Mailing Address: 1016 E 1256 RD, LAWRENCE, KS 66047	
Delinquent Tax: No	School: USD 497
Sec-Twp-Rng:	Page: 0929
	Loan Number: 621
	Deed: 09/08/1992 *

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

VALUE INFORMATION:				
Class	Appraised		Assessed	
	Land	Improvements	Land	Improvements
B	\$42,900	\$213,200	\$4,934	\$24,518
		Total*		Total
		\$256,100		\$29,452

TAX INFORMATION
Tax data for 2019 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
SHANK HILL LT 20 640 X 425

LEGAL INFORMATION
SHANK HILL LT 20 WW35

DGCAMA Property Record Card

Parcel ID: 023-117-26-0-00-005.00-0

Quick Ref: R32983

Tax Year: 2019

Run Date: 3/25/2019 2:02:23 PM

OWNER NAME AND MAILING ADDRESS

DEAN MERNA K

1016 E 1256 RD
LAWRENCE, KS 66047-9459

PROPERTY SITUS ADDRESS

1016 E 1256 RD
KS



LAND BASED CLASSIFICATION SYSTEM

Function: 1101 Single family re Six:
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: A-1
Neighborhood: 912.0 912.0
Economic Adj. Factor:
Map / Routine: P01 / 801728
Tax Unit Group: 000503-000503

Image Date: 11/07/2016

PROPERTY FACTORS

Topograhv: Level - 1
Utilities: Public Water, Septic
Access: Semi Improved Road
Frontend: 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

SHANK HILL LT 20 640 X 425

Val-Com: 2019 comp 1

INSPECTION HISTORY

Date	Time	Code	Reason	Appraiser	Contact	Code
12/12/2018	4:38 PM	FR	FR	370		
12/20/2017	12:00 PM	FR	FR	370		
01/03/2017	4:28 PM	FR	FR	370		

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp

2018 APPRAISED VALUE

Cls	Land	Building	Total	Cls	Land	Building	Total
R	42,900	213,200	256,100	R	42,200	200,600	242,800
Total	42,900	213,200	256,100	Total	42,200	200,600	242,800

2019 APPRAISED VALUE

Cls	Land	Building	Total	Cls	Land	Building	Total
R	42,900	213,200	256,100	R	42,200	200,600	242,800
Total	42,900	213,200	256,100	Total	42,200	200,600	242,800

PARCEL COMMENTS

Val-Com: 2019 comp 1

MARKET LAND INFORMATION

Method	Type	AC/IF	E/FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
Acres	1-Primary Site			3.00								39		7.00	10,300.00	2,100.00	7,300.00	-42,900

Total Market Land Value 42,900

DGCAMA Property Record Card

Run Date: 3/25/2019 2:02:23 PM

Tax Year: 2019

Quick Ref: R32983

Parcel ID: 023-117-26-0-00-02-005.00-0

DWELLING INFORMATION

Res Type: 1-Single-family Residence
 Quality: 3.00-Average
 Year Blt: 1986
 Est: East
 MS Style: 1-One Story
 LBCSStruct: 1110-Detached SFR unit
 No. of Units: 1

COMP SALES INFORMATION

Arch Style: 02-Ranch
 Bsmf Type: 3-Partial
 Total Rooms: 7
 Bedrooms: 2
 Family Rooms: 1
 Full Baths: 2
 Half Baths: 1
 Garage Cap:
 Foundation: Concrete - 2

IMPROVEMENT COST SUMMARY

Dwelling RCN: 248,420
 Percent Good: 73
 Mkt Adj: 100
 Eco Adj: 100
 Building Value: 181,340
 Other Improvement RCN: 25,790
 Other Improvement Value: 17,530

CALCULATED VALUES

Cost Land: 42,900
 Cost Building: 196,870
 Cost Total: 241,770
 Income Value: 0
 Market Value: 284,200
 MRA Value: 250,400

FINAL VALUES

Value Method: OVR
 Land Value: 42,900
 Building Value: 213,200
 Final Value: 256,100
 Prior Value: 242,800



BUILDING COMMENTS

DwellCom: A1-11 0068sf, A2-19 0506sf, A3-21 0070sf; DwellCompt: OBY cond = A

SKETCH VECTORS

A0CU37R57D4R22D10L22D13L26D3L10D7L19A1U37R57CR22X4A2
 R57CU23X2A3R19CU7X10H

OTHER BUILDING IMPROVEMENTS

No.	Occupancy	MSCls	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls	RCN	%Gd	Value
1	152-Residential Garage - Detac	D	1.00	1	1987			1,360	1.48	8	040 X 34	1	3	3					25,790	88	17,530

DWELLING COMPONENTS

Code	Units	Pct	Quality	Year
102-Frame, Metal or Vinyl Siding	100			
208-Composition Shingle	100			
351-Warmed & Cooked Air	100			
402-Automatic Floor Cover Allowance	6			
601-Plumbing Fixtures (#)	1			
802-Plumbing Rough-Ins (#)	989			
821-Slab on Grade (% or SF)	989			
822-Raised Subfloor (% or SF)	506			
701-Attached Garage (SF)	506			
738-Garage Finish, Attached (SF)	989			
801-Total Basement Area (SF)				

DWELLING COMPONENTS

Code	Units	Pct	Quality	Year
803-Partition Finish Area (SF)	500			
901-Open Slab Porch (SF)	352		3.00	2001
905-Raised Slab Porch (SF) with Roof	88			
905-Raised Slab Porch (SF) with Roof	70			

PROPERTY DETAILS

GENERAL PROPERTY INFORMATION								
Owner 1 Name		Full Address		PIN				
DEAN MERNA K		1016 E 1256 RD, WAKARUSA TWP, KS		023-117-26-0-00-02-005.00-0 801729				
Tax Year	Living Units	Map/Routing	Neighborhood	Property Class	Tax Unit Group	Zoning	Home Site Land Size	Ag Land Size
2019	1	P01	912.0	R	000503	A-1	3.0 Acre	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	Public Water , Septic

LAND-BASED CLASSIFICATION SYSTEM

Activity	Function	Ownership	Site
Household activities	Single family residence	Private-fee simple	Developed site - with buildings

LAST INSPECTION

Date	Time	Appraiser
12/12/2018	04:38:00 PM	370

BUILDING PERMITS

There are no building permit records for this property.

SALES INFORMATION

Sale Date	Sale Price	COV	Validity	Type
9/1/1992	\$115,200	006825	Change After Sale	Land & Building

OTHER BUILDING COMPONENTS

There are no other building component records for this property.

OTHER BUILDING IMPROVEMENTS

Improvement	Quantity	Year Built	Area	Stories	Rank
Residential Garage - Detached	1	1987	1360	1	1.00

BUILDING PHOTO(S)

--	--	--	--	--	--



R32983 11/04/2016



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
1986	Single-family Residence	Average	Detached SFR unit	One Story
Architectural Style	Basement Type	CDU	Foundation	Total Living Area
Ranch	Partial	AV	Concrete - 2	1,979 Sqft
Bed Rooms	Full Baths	Half Baths	Family Room	Total Rooms
2	2	0	1	7

RESIDENTIAL BUILDING COMPONENTS

Component	Quality	Units	Percentage	Year Added
Attached Garage (SF)		506		
Automatic Floor Cover Allowance				
Composition Shingle			100%	
Frame, Metal or Vinyl Siding			100%	
Garage Finish, Attached (SF)		506		
Open Slab Porch (SF)	3.00	352		2001
Partition Finish Area (SF)		500		
Plumbing Fixtures (#)		8		
Plumbing Rough-ins (#)		1		
Raised Slab Porch (SF) with Roof		88		
Raised Slab Porch (SF) with Roof		70		
Raised Subfloor (% or SF)		989		
Slab on Grade (% or SF)		989		
Total Basement Area (SF)		989		
Warmed & Cooled Air			100%	

PRELIMINARY TITLE COMMITMENT

Provided by:

First United Title

816 Ames, Baldwin City, Ks 66006

(785)594-9090

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 EXTRACONTRACTUAL 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, Alliant National Title Insurance Company, a Colorado company (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 120 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.



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.

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.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.

- (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.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alfa.org/arbitration>. ***This paragraph does not apply to property located in Kansas.***

Issued through the Office of:
First United Title Agency, LLC
 816 Ames St.
 Baldwin City, KS 66006
 Phone: 785-594-9090

ALLIANT NATIONAL TITLE INSURANCE COMPANY



By:  President

Attest:  Secretary



 Authorized Signature

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.



Alliant National Title Insurance Company
ALTA COMMITMENT FOR TITLE INSURANCE

Commitment Number 70-64650-19

1. Commitment Date: **May 16, 2019, at 8:00 AM**

2. Policy to be Issued:
 - (a) 2006 ALTA Owner's Policy
Proposed Insured:
Proposed Policy Amount:
 - (b) 2006 ALTA Loan Policy
Proposed Insured:
Proposed Policy Amount:

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

4. The Title at the Commitment Date is vested in: **Merna K. Dean (Title shown for convenience only. Please see requirements)**

5. The land referred to in this Commitment is described as follows:
Lot 20, SHANK HILL, a subdivision in Douglas County, Kansas, as shown by the recorded plat thereof.

Issued through the Office of:
First United Title Agency, LLC
816 Ames St.
Baldwin City, KS 66006
Phone: 785-594-9090



Authorized Signature

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Alliant National Title Insurance Company
ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART I
Requirements

Commitment Number 70-64650-19

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. **Title has been shown for convenience only. During our search of the public records we find a Transfer on Death Deed executed by Merna K. Dean, a single person as Grantor, to Merna K. Dean Revocable Trust Under Agreement dated May 4, 2010, as Grantee to the premises in question and that said Grantee Beneficiaries) dated May 04, 2010 recorded May 04, 2010, in Book 1061 at Page 1431.**

NOTE: It is our understanding that Merna K. Dean is now deceased, and that we will be asked to insure title through the above Transfer on Death Deed. As a condition of insurability, we must be provided the following:

(a) A properly executed Trustee's Deed from the Trustee of the Merna K. Dean Revocable Trust Under Agreement dated May 4, 2010, Grantee(s) of the above said Transfer on Death Deed, vesting title in the proposed insured.

(b) We require a CERTIFIED copy of Merna K. Dean's Death Certificate be furnished for proper filing in the Recorder of Deeds Office. We reserve the right to make additional requirements if deemed necessary.

6. **Furnish a Certification of trust for Merna K. Dean Revocable Trust Under Agreement dated May 4, 2010, and amendments thereto. If there have been no amendments to the agreement, furnish proof of an affidavit. (NOTE: We reserve the right to make any additional requirements we deem necessary.)**
7. **It is our understanding that Merna K. Dean is deceased. If said person died within the last year, we require that all current owners of the subject property sign our Company's consent form which authorizes our Company to contact the state department responsible for administration of Medicaid benefits to determine if there are any existing claims for reimbursement of Medicaid benefits paid on behalf of the decedent and authorizes the state to release that information to our Company, which we require in writing. In the event there are any outstanding claims for Medicaid benefits, we require recording of a written release executed by the State which either releases all Medicaid claims in full or releases the subject property from all outstanding Medicaid claims.**
8. **Properly executed Mortgage, together with spouse if any securing the proposed loan.**
9. **All taxes and special assessments due to the City of Lawrence, if any.**

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Alliant National Title Insurance Company
ALTA COMMITMENT FOR TITLE INSURANCE

10. Payment and Release of record of the Mortgage executed by Merna K. Dean, a single person to JPMorgan Chase Bank, N.A., dated September 22, 2010 and recorded September 29, 2010 in Book 1066 at Page 2448, stating that it secures \$148,900.00 and interest.
11. Payment and Release of record of the Mortgage executed by Merna K. Dean, a single person to Commerce Bank, dated November 19, 2014 and recorded December 05, 2014 in Book 1119 at Page 2150, stating that it secures \$65,000.00 and interest.
12. **FOR INFORMATIONAL PURPOSES ONLY:**
Total Tax Amount for the year 2018 is \$3,337.28 (General \$3,337.28, Specials \$0.00), which are PAID IN FULL. Parcel ID: 801729; Mill Levy 121.1690. Prior years are paid in full.
NOTE: For your convenience, the tax records reflect the address of the property to be 1016 E 1256 Road, Lawrence, KS. 66047.
13. For all closing inquiries, please contact Kaylee Flory at 785-594-9090.

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Alliant National Title Insurance Company
ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART II
Exceptions

Commitment Number 70-64650-19

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 or that could be ascertained by an inspection 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, if any, not shown as existing liens by the Public Records.
7. **Building setback lines and easements as shown on recorded plat.**
8. **Covenants and restrictions as shown in the Document recorded as Document No. 25842 in Book 276 at Page 33, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code or (b) relates to Handicap, but does not discriminate against handicapped persons. NOTE: this exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. §3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. § 3607, or (c) related to a handicap, but does not discriminate against handicapped peoples.**
9. **Terms and provisions of the Oil and Gas Lease contained in the instrument recorded in Book 139, at page 205, between A.B. Stanwix and Mary B. Stanwix, his wife, lessor, and The NE Kansas Oil Exploration Assn Inc., lessee.**
NOTE: Assignment of Oil and Gas Lease dated December 2, 1940 in Book 127 page 451.
10. **Terms and provisions of the Oil and Gas Lease contained in the instrument recorded in Book 101, at page 25, between G.G. Goodger and Emma Goodger his wife, lessor, and Jas. R. Armstrong, lessee.**

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Alliant National Title Insurance Company
ALTA COMMITMENT FOR TITLE INSURANCE

Notice regarding Closing Protection Letter coverage:

Closing Protection Letters are issued to the Lender and/or Buyer, and Seller when the fee for the letter has been paid. Their respective interests in the closing or settlement are then protected by Alliant National Title Insurance Company as described in 381.058 RSMO. If no escrow services are provided or policy coverage given, no fee will be collected and there is no protection to their respective interests given by Alliant National Title Insurance Company.

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First United Title Agency, LLC

SCHEDULE B - SECTION II

CHAIN OF TITLE

Information of chain of title per lender request: Anderson Dean and Merna K. Dean, as joint tenants and not as tenants in common acquired property by Statutory Warranty Deed dated September 08, 1992 and recorded September 30, 1992 as Document No. 37496 in Book 480 at Page 929.

Death Certificate for Anderson Dean filed September 15, 2008 in Book 1040 at Page 5329.

Information of chain of title per lender request: Merna K. Dean Revocable Trust Under Agreement dated May 4, 2010 acquired property by Transfer on Death Deed dated May 04, 2010 and recorded May 04, 2010 in Book 1061 at Page 1431.



PRIVACY POLICY NOTICE

ISSUED BY: *ALLIANT NATIONAL TITLE INSURANCE COMPANY*

Purpose of Notice:

Alliant National Title Insurance Company respects the privacy of our customers' personal information, so we want you to know the ways in which we may collect and use non-public personal information ("personal information"). Our practices and policies are set out in this notice.

Types of Information We May Collect:

In the course of our business, the types of personal information that we may collect about you include:

- Information we receive from you or your authorized representative on applications and forms, and in other communications to us;
- Information about your transactions with us, our affiliated companies, or others;
- Information from consumer or other reporting agencies.

Use and Disclosure of Information:

We use your information to provide the product or service you or your authorized agent have requested of us.

We may disclose information to our affiliated companies and unrelated companies as necessary to service your transaction, to protect against fraudulent or criminal activities, when required to do so by law, and as otherwise permitted by law.

We do not share any personal information we collect from you with unrelated companies for their own use.

Protection of Your Personal Information:

We restrict access to personal information about you to those employees who need to know that information in order to provide products and services to you or for other legitimate business purposes. We maintain physical, electronic and procedural safeguards to protect your personal information from unauthorized access or intrusion.

Changes:

This notice may be revised in accordance with applicable privacy laws.

WHAT DOES FIRST UNITED TITLE AGENCY, LLC DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons First United Title Agency, LLC chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does First United Title Agency, LLC share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

<p>How does First United Title Agency,LLC protect my personal information?</p>	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p>
<p>How does First United Title Agency,LLC collect my personal information?</p>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<p>Why can't I limit all sharing?</p>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>
<p>Definitions</p>	
<p>Affiliates</p>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p>
<p>Non-affiliates</p>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>First United Title Agency,LLC does not share with non-affiliates so they can market to you</i>
<p>Joint marketing</p>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>First United Title Agency,LLC doesn't jointly market.</i>

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:

1016 E 1256 Rd IN THE CITY OF Lawrence
COUNTY OF Douglas, 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 checked="" type="checkbox"/>
<input type="checkbox"/> Attachments Included <input type="checkbox"/> Pre-Plumbed only				
2. Clothes Dryer..... <u>used to work</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Gas <input checked="" type="checkbox"/> Electric				
3. Clothes Washer..... <u>used to work</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Dishwasher..... <u>used to work</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Disposal.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Freezer - Free Standing.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Refrigerator.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Microwave Oven.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Built in <input checked="" type="checkbox"/> Free Standing				
9. Wall Oven..... <u>used to work</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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..... <u>used to work</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Gas <input checked="" type="checkbox"/> Electric				
11. Range/Stove.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 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 checked="" type="checkbox"/>
17. Other.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Comments/Explanations from Section A:

Didn't live in the house, I'm selling the Trustee's property
Meridian Trust

SELLER'S initials and date: SEE 5-13-19

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

Disclosure completed prior to Storm Damage. Seller has never occupied property!



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>200</u> AMPS (helpful hint - see main breaker panel)				
<input checked="" type="checkbox"/> Circuit Breakers <input type="checkbox"/> Fuses				
2. Type of Electrical Wiring: <input checked="" 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"/>
4. Cable TV wiring & Jacks: Number of Jacks <u>2</u>	<input checked="" 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"/>
6. Ceiling Fans: Number of Ceiling Fans <u>2</u>	<input checked="" 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"/>
8. Electrical Outlets & Switches.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Bathroom Vent Fan(s).....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Light Fixtures.....	<input checked="" 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 checked="" type="checkbox"/>
12. Sound System - Built-in.....	<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 checked="" type="checkbox"/>
13. High Speed Internet Wiring.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" 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 checked="" 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 checked="" type="checkbox"/>
17. Garage Door Opener(s): Number of Remotes <u>3</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Garage Door Keyless Entry.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Other: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Look in Breaker Box

Comments/Explanations from Section B:

I don't know if in the house I'm trustee for my sister's trust (MernaKDean Trust) Cable TV Internet, Phone Lines were disconnected when I don't know any not working

SECTION C - HEATING AND COOLING SYSTEM

1. Furnace.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Forced Air Gas <input type="checkbox"/> Forced Air Electric <input type="checkbox"/> Forced Air Prop				
<input type="checkbox"/> Radiant <input type="checkbox"/> Gravity Flow <input type="checkbox"/> Specify Other				
Age: _____; <input type="checkbox"/> Zoned Number of _____				
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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Central Air; Age: _____; 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 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Masonry <input type="checkbox"/> Insert <input type="checkbox"/> Wood Burning <input type="checkbox"/> Direct Vent				
Gas Fireplace.....	<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: SRB 7.5-13-19
 SELLER'S initials and date: _____

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

Disclosure completed prior to Storm Damage. Seller has never occupied property!



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 checked="" type="checkbox"/>	<input type="checkbox"/>
Connected to Treated Water System: <input type="checkbox"/> City <input type="checkbox"/> Rural				
<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
Property is connected to: <input type="checkbox"/> City Sanitary Sewer System				
<input checked="" type="checkbox"/> Septic System <input type="checkbox"/> Lagoon <input type="checkbox"/> Other: _____				
3. Plumbing				
Water/Supply Lines.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sewer/Waste Lines.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Plumbing Fixtures & Faucets.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Grinder Pit / Lift Station.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Jetted Tub.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Hot Tub.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Sump Pump.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Discharges to <u>Back Ditch</u>				
Number of Sump Pumps <u>2</u>				
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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Natural Gas <input checked="" type="checkbox"/> Propane <input type="checkbox"/> Electric <input type="checkbox"/> Other				
Number of Water Heaters <u>1</u> ; Age _____; Gals. _____				
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 checked="" 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 checked="" type="checkbox"/>
<input type="checkbox"/> Composition <input type="checkbox"/> 3-D Composition <input type="checkbox"/> _____ <input type="checkbox"/> Other _____			
2. Has the roof ever leaked?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Is there present damage to the roof?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>
5. Is there a history of infestation of termites, carpenter ants, fleas, rodents, etc?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Has the property been treated for infestation?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Unrepaired damage from previous infestation?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Is the property currently under warranty or coverage by a licensed pest control company?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Have any of the windows ever leaked?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Are there any windows that have broken thermo-pane seals? (moisture between panes).....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Is there any damage to the chimney which requires repair?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Has there ever been an leakage of sewage in the basement/crawlspace?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Are there any structural problems with the improvements?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Have any corrections been made to stabilize the foundation or retaining walls?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Have you experienced any moving or settling of the following?			
a. Foundations.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Floors.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Walls.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Driveways.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Sidewalks.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Patios.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Retaining Walls.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Other.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

TR Roof
 TR North
 She roof
 Bath Room
 FIX
 Avoid
 Bath Room
 Next fire

SELLER'S Initials and date: SBET 5-13-19
 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 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 checked="" 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 hazardous to the environment or health?

	Yes	No	Unknown
1. Radon.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Pre-Plumbed <input type="checkbox"/> Operating Mitigation System			
2. Mold	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Lead-Based Paint.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Contaminated soil or water	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Toxic Materials.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Asbestos.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Landfill or buried materials.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Underground fuel or chemical storage tanks.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 more 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.lawrence-county.com/online_services/valuetaxes/disclaimer.asp.
 For Pending/Certified Special Assessments info visit: <http://www.lawrenceks.org/specialassessment/>

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

Total balance of remaining special taxes: \$ _____

Certified Special Taxes: Please itemize below:

Special Assessment Description:	Amount \$	Pay Off Year:
Special Assessment Description:	Amount \$	Pay Off Year:
Special Assessment Description:	Amount \$	Pay Off Year:
Special Assessment Description:	Amount \$	Pay Off Year:

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

SELLER'S initials and date: SEPT 5-13-19
 SELLER'S initials and date: _____

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

Disclosure completed prior to Storm Damage. Seller has never occupied property!



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 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.....
Association contact person: _____ Phone _____ | <input type="checkbox"/> | <input 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 type="checkbox"/> | <input checked="" 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 type="checkbox"/> | <input checked="" 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 OF ZONING OF ANY ADJACENT PROPERTY, CONTACT THE LAWRENCE/DOUGLAS COUNTY PLANNING DEPARTMENT AT 332-3150, 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 _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Is any portion of the property in a flood plain.....
If yes, is flood insurance required.....
If yes, is there a certificate of elevation..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Is the real property in a Wetlands area..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Are there any flooding, drainage, or grading problems..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Any room additions, structural modifications, or other alterations with.....
Necessary permits.....
Licensed contractors..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" 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.....
b. Lagoon.....
c. Well.....
d. Cistern..... | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" 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 pollutants 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 checked="" type="checkbox"/> |

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

SECTION I – MAINTENANCE (insert the most recent year in which the following occurred.)

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

Other Regular/Recurring Maintenance _____

Comments/Explanation from Section I: _____

SELLER'S initials and date: SEB T 5-13-19
SELLER'S initials and date: _____

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



Disclosure completed prior to Storm Damage. Seller has never occupied property!

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:

I didn't live in the house, I'm the Trustee of Merle K Dean Trust

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

not aware of any

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 inform 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.

Steven F Eckman, Trustee
SELLER SIGNATURE

5-13-19
DATE *SEAT*

Steven F Eckman, 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)



RURAL PROPERTY ATTACHMENT TO SALES CONTRACT

SELLER(s): Merna K. Dean Trust Revocable Trust Under Agreement dated May 4, 2010

BUYER(s): _____

ADDRESS: 1016 East 1256 Road
Lawrence, KS 66047

Septic Inspection / Septic Pumping / Water Well Inspection:

Property is located in Douglas County and has a Septic System and/or Water Well. All jurisdictions have different rules and regulations regarding the transfer of real estate and the inspection of septic systems / water wells. Seller (BUYER/SELLER) agrees to contact the appropriate jurisdiction to determine whether inspections of these systems are required.

If the Property is in a jurisdiction that requires Septic Pumping, Septic Inspections, and/or Water Well Inspections by the governing authority, said inspections shall be ordered by Seller (BUYER/SELLER) and performed at Seller's (BUYER'S/SELLER'S) expense, no later than prior to Auction (date). SELLER shall provide access to the property for a well water test. SELLER shall also provide access to the cover of the septic tank by removing any obstructions to the tank, at SELLER'S expense, prior to the date of Septic Inspection. _____ (BUYER/SELLER) shall provide _____ (BUYER/SELLER) with copies of all reports within 5 days from the date of inspection.

*****SEE INFORMATION BELOW regarding Septic Inspection.**

The terms and conditions of Paragraph 10.d of the sales contract attached hereto shall apply to the aforementioned Septic System and/or Water Well inspections.

Water Rights / Rural Water District Meter Rights and Transfer Certificates: It

is the BUYER'S responsibility to verify the water rights and rural water district meter rights/ownership that are available for the subject property. If a rural water meter is assigned to the SELLER/Property, the BUYER should verify their rights to have the meter/meter rights transferred to BUYER. SELLER agrees to execute any necessary documents to transfer or assign any ownership rights in the water meter or water rights of the subject property. Any cost to transfer or assign ownership rights shall be paid by _____ (BUYER/SELLER).

Propane Tank / Remaining Fuel Pro-ration:

If SELLER is the owner of the existing propane tank, then ownership of the propane tank shall be passed along to the BUYER at closing. If the Propane Tank is leased, SELLER shall cancel any existing lease on the propane tank as of the closing date. BUYER shall be responsible for the creation of any new lease.

Whether tank is owned or leased, BUYER shall pay SELLER for any remaining fuel in the tank that will transfer to BUYER at closing, with pro-rated amount based upon SELLER'S documentation of the most recent billing cost for fuel.

SELLER DATE

SELLER DATE

BUYER DATE

BUYER DATE

The Septic Inspection was done on July 15, 2019. See attached Inspection Report (page 34). Buyer has received a copy of said Inspection. Buyer has read and understands the Septic Inspection Report. The septic tank did not pass inspection, and will need to be replaced. This will be the responsibility of the Buyer to correct before the property can be habited. A list of Certified Septic Installers is included within buyers prospectus (page 36-38). It is the responsibility of Buyer to obtain any permits, schedule and hire approved contractor, order final inspection, ect required for repairs. ALL Repairs and associated costs are the Buyers responsibility.



Seller's Initials: _____
Seller's Initials: _____

Buyer's Initials: _____
Buyer's Initials: _____



Real Estate Transfer - Septic System Inspection Report

(Douglas County, Kansas)

Property Information:

Address of Property	1016 E 1256 Rd, Lawrence, KS 66047		
Seller:	Merna Dean Revocable Trust	Seller's agent:	Wendy Flory 785-979-2923
Buyer:	TBD	Buyer's agent:	Wendy Flory 785-979-2923
Who to send report to:	floryandassociates@gmail.com		

Septic System information:

Date installed and approved: 3/13/1987	Conventional Septic system: Yes 1,000-gallon concrete Bowen tank with 1400 sqft (700 lf) of lateral lines
Date tank pumped for recent sale: 7/15/2019	Licensed Septic pumper hired: Honey Bee

Septic System passed inspection with no repairs required: **No (\$275 permit required)**

The overall structural integrity of the septic tank was poor at the time of the inspection. The tank was cracked on the South wall, bowing inward and is not considered up to code. The tank must be replaced by one of our licensed septic installers and a repair permit must be submitted to the Health Department (\$275 fee). The repair permit and list of installers is attached. No backflow from the absorption field or evidence of failure (surface sewage discharge) was observed. Flow into the tank was poor and the inlet sewer line should also be examined. See attached drawing. The septic system will pass inspection once the tank is replaced and reinspected by the Health Department. If you have any questions, please call us at 785-843-3060.

Health Inspector:	Date	Receipt Number
Tina Gustafson	7/15/2019	Paid

Information and Disclaimer Concerning On-Site Sewage Management System (OSMS) Inspection

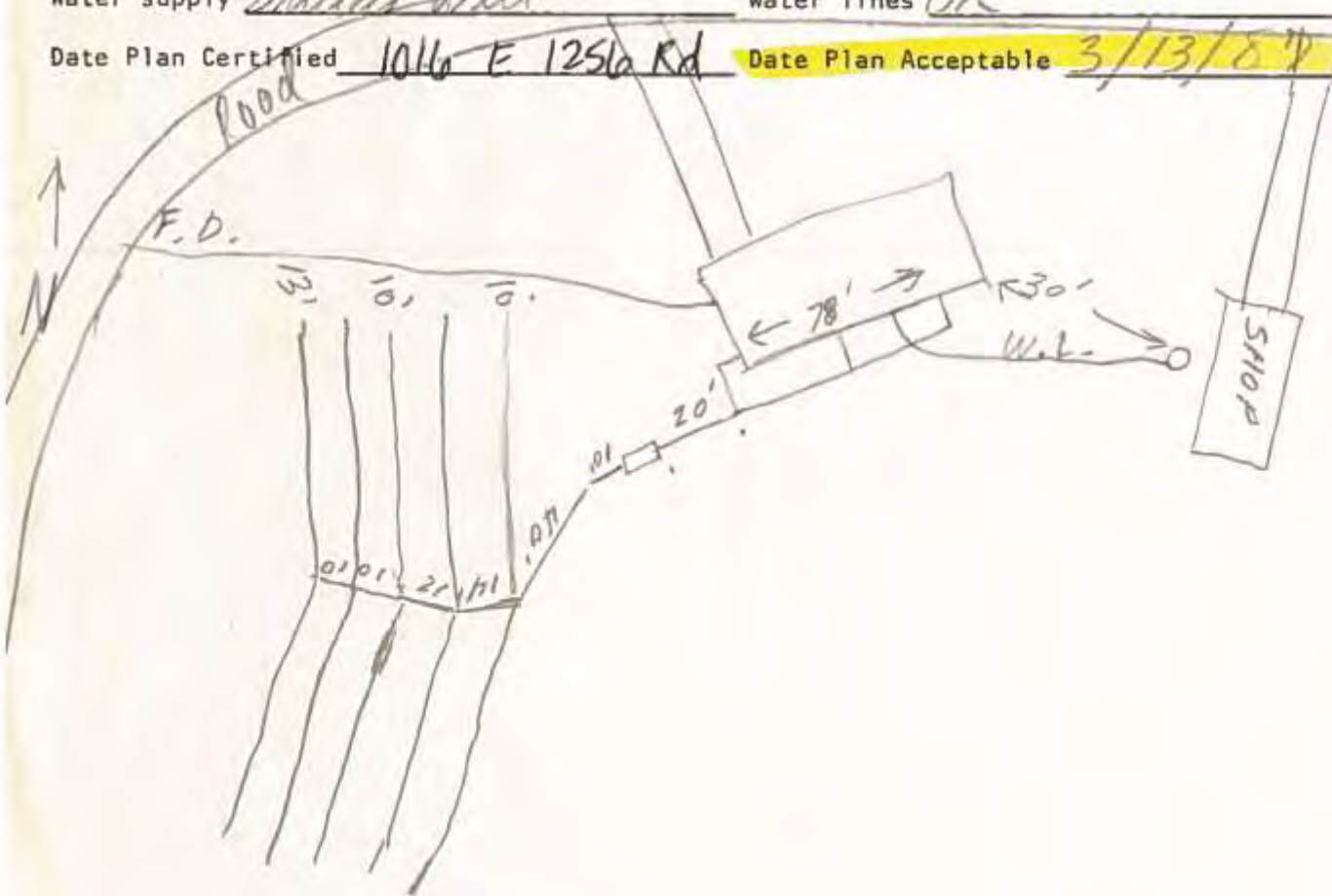
- The Health Department inspection of the septic tank and absorption field system consisted of a visual inspection of the absorption field area for sewage discharge to the surface of the ground, examination of the septic tank for structural integrity by putting a camera inside the tank after the licensed hauler pumps the tank.
- Any deficiencies detected will be documented on the inspection report. The current owner shall be notified in writing of any violation(s) of the Douglas County Sanitary Code, and shall be given 30 days to correct such violation(s).
- This inspection report documents the observations of Health Department staff on the day(s) of inspection only. Since many factors contribute to the performance of a septic system (including soil type, weather conditions, household water usage, vegetative cover over an absorption field, age of the system, etc.) the Health Department cannot guarantee the system will not malfunction at any future time.
- In the case that the owner, or person paying for the inspection, believes that the inspection or the inspection report was done negligently or in a manner that fails to disclose deficiencies, and a claim is made against the Lawrence-Douglas County Health Department for damages, the liability of the Lawrence-Douglas County Health Department shall be limited to the cost of the inspection only.

I assume responsibility to see that this septic tank-sewage disposal system is installed according to the approved plan. I will prepare the ground if necessary and leave the entire system uncovered until it is inspected and approved.

Joe H Edler 9/8/84
Signature Date

OWNER ✓
AGENT _____
NUMBER 5828

First Inspection 3/13/87 Installer Bowen
Tank Manufacturer Bowen Size 1000 gal Sealed OK
Piping 1500 pd Laterals OK 700'
Foundation drain OK sump Laundry OK
Water supply Drilled Well Water lines OK
Date Plan Certified 1016 E 125th Rd Date Plan Acceptable 3/13/87



Douglas County Licensed Septic System Installers – 2019

Onsite sewage management system installation, construction, repair, or alteration can only be done by individuals who have obtained an installer license from the Lawrence-Douglas County Health Department. This list includes contractors who are currently licensed in Douglas County.

<p>Aqueous Plumbing Dale Stout 1408 High Baldwin, KS 66006 Phone: 785-594-6693 Cell: 785-304-6875</p>	<p>Bohmann Excavating Inc. Glenn Bohmann 1212 N 1066 RD Lawrence, KS 66049 Phone: 785-841-8787 Website: www.bohmannexcavating.com Email: bohmannexcavating@sunflower.com</p>	<p>Bowen Ditching Service Inc. Charley Bowen 537 Mechanic St Lawrence, KS 66044 Phone: 785-842-3421 or 785-691-5827</p>
<p>Brown's Construction Company Jody Brown PO Box 86 Edgerton, KS 66021 Phone: 913-406-9056 Email: jodybrown58@yahoo.com</p>	<p>BTSK Excavating LLC Stephen Kempener Benton Taylor PO Box 762 Baldwin City, KS 66006 Phone: 785-330-5828 Email: btskexcavating@gmail.com</p>	<p>Chad Bowen Excavating Chad Bowen 520 Lake St Lawrence, KS 66044 Email: cjbowen65@yahoo.com Phone: 785-764-8653</p>
<p>Clark Excavating Tom Clark 1948 E 175th Rd Lecompton, KS 66050 Phone: 785-331-6058</p>	<p>Conley Sitework & Utilities, Inc. Steve Conley PO Box 715 Eudora, KS 66025 Phone: 785-838-4646 Website: www.conleysandu.com Email: info@conleysandu.com</p>	<p>Farmer Excavating Inc. Eric farmer 15440 94th St Oskaloosa, KS 66066 Phone: 785-224-1791 Email: eric@farmerexc.com</p>
<p>Gary Clark Backhoe & Trenching Gary Clark 24496 Pleasant Valley Rd Wellsville, KS 66092 Phone: 785-979-2402</p>	<p>G&G Excavation & Plumbing LLC Ralph E. Guffey PO Box 284 Overbrook, KS 66524 Phone: 785-633-5498 Website: www.gandgexcavatingandplumbingllc.com Email: janegoodyear@hotmail.com</p>	<p>Hadley Excavating LLC Tony Hadley 1336 N 550 RD Baldwin City, KS 66006 Phone: 785-766-2889 Email: Tony@hadleyexcavating.com</p>

<p>Hare Inc. Steven R. Hare 5102 NW Leedy RD Topeka, KS 66618 Phone: 785-246-1155 Email: steve@hareinc.com</p>	<p>Honey Bee Septic Service Scott Helm PO Box 2106 Lawrence, KS 66044 Phone: 785-841-0399 Website: www.honeybeeseptic.net Email: Honeybeesepticservice@gmail.com</p>	<p>Hurd Excavating Todd Hurd 3530 Ferguson Rd Perry, KS 66073 Phone: 785-633-6578 Email: peghurd@yahoo.com</p>
<p>Jefco Inc. Jeff Elder 1758 E 800 Rd Lawrence, KS 66049 Phone: 785-423-0708 Email: jefco@live.com</p>	<p>L&J Backhoe Service Leland Green 414 E 7th St Wellsville, KS 66092 Phone: 785-883-4132 Email: landj_backhoe_service@yahoo.com</p>	<p>Lang Dirt Services Brian Lang 829 North 500 Rd Baldwin City, KS 66006 Phone: 785-840-4248</p>
<p>MV Excavating Joe Markley 808 E 1150 RD Baldwin City, KS 66006 Phone: 785-760-1990</p>	<p>Maley & Sons Construction Thomas Maley 454 E 2100th Rd Baldwin City, KS 66006 Phone: 785-331-6883 Email: chris@maleyandsons.com</p>	<p>Markley Ditching LLC Allen Markley 1154 N 800 RD Baldwin City, KS 66006 Phone: 785-842-5524 Email: amarkley54@gmail.com</p>
<p>Millers Excavating Inc. Mike Miller 10508 Saline Rd Oskaloosa, KS 66066 Phone: 785-691-7463 Email: mikemiller5266@yahoo.com</p>	<p>Morris Excavation & Concrete Serv. Corp. Jeff Morris 1978 E 500 RD Lecompton, KS 66050 Phone: 785-550-8351 Email: jdigit150@sbcglobal.net</p>	<p>Price Excavating LLC Zack Price 1074 N 100th RD Baldwin City, KS 66006 Phone: 785-615-1924 Email: priceexcavating726@gmail.com</p>
<p>Prime Construction Inc. Stuart Young 1555 N 400 RD Baldwin City, KS 66006 Phone: 785-594-4864 Email: stu@primeconstructioninks.com</p>	<p>RD Johnson Ryan Arnold 1705 N 1399 RD Lawrence, KS 66046 Phone: 785-842-9100 Email: derek.frisbie@RDJE.com Website: www.rdje.com</p>	<p>Rockhold Grading, LLC Michael E. Rockhold Sr. 68 Stevens Rd Eudora, KS 66025 Phone: 785-542-3285 Email: mrockhold@msn.com</p>

<p>Schmidt Contracting Inc John Schmidt PO Box 442197 Lawrence, KS 66044 Phone: 785-331-3600 Email: elpresidente@schmidtcontractinginc.com Website: schmidtcontractinginc.com</p>	<p>Scott's Backhoe Service Jason M Scott 3439 Colorado Rd Pamona, KS 66076 Phone: 785-766-9886 Email: scottjason989@yahoo.com</p>	<p>Sundowner Backhoe LLC Pat Walter 901 Orange St Baldwin City, KS 66006 Phone: 785-766-6572 Email: sundowner@mchsi.com</p>
<p>T. Breason Excavating Inc. Terry Breason 5353 Marion Rd Perry, KS 66073 Phone: 785-597-5596 or 785-865-6241</p>	<p>Wray Backhoe Dennis Wray 4750 Georgia Terr. Ottawa, KS 66067 Phone: 785-229-5894</p>	<p>Ziegler Glass Gary Ziegler 2400 Ponderosa Dr. Lawrence, KS 66046 Phone: 785-832-8480 Email: gziegler@ziegler-glass.com</p>

200 Maine, Suite B | Lawrence, KS 66044 | Phone: 785/843-3060 | Fax: 785/843-3161

Application for Construction, Repair, or Alteration of On-Site Sewage Management System

Property Owner Telephone Present Mailing Address						
Applicant (if other) Telephone Present Mailing Address						
Proposed Licensed Septic System Contractor Telephone Mailing Address						
Section-Township-Range		Acres	Subdivision if applicable		Tract if applicable	
Number bedrooms	Basement <input type="checkbox"/> below-grade <input type="checkbox"/> walkout <input type="checkbox"/> none	Water supply <input type="checkbox"/> meter, RWD # _____ <input type="checkbox"/> well <input type="checkbox"/> new <input type="checkbox"/> existing <input type="checkbox"/> other	Premises will be used for <input type="checkbox"/> day care / home schooling <input type="checkbox"/> business <input type="checkbox"/> not applicable / unknown	Swimming pool <input type="checkbox"/> in-ground <input type="checkbox"/> above-ground <input type="checkbox"/> none	Address if known:	

Legal description and site diagram of building site are attached or included on back of application form.

- I assume responsibility for ensuring that this on-site sewage management system is installed according to the approved plan and in conformity with Chapter 2 of the Douglas County Sanitary Code: "Septic Tank-Lateral Fields and Other Sewage Disposal Systems."
- I understand that the sewage disposal system shall not be moved from the specific area approved and designated on the site plan or over-excavated for any reason. Unauthorized movement or removal of topsoil may cause for (1) revocation of permit, (2) suspension of permit, or (3) denial of final approval of the septic system.
- I certify that no easements are located upon the land designated for construction of the on-site sewage management system.
- I certify that all known wells on the property are shown on the site plan provided.
- I understand that the ground must be prepared as necessary, and that the entire system must be left uncovered until it is inspected and approved.
- I understand that the volume of household water use and the quality of grass on the lateral field affect the functioning of the lateral field.
- I understand that the issuance of this permit shall not be construed or interpreted as imposing upon the Lawrence-Douglas County Health Department or its employees any warranty that this on-site sewage management system will function properly.

Signature _____ Date _____

Printed Name _____ Owner Agent

For Health Department Use Only

<input type="checkbox"/> New building	Size of new septic tank <input type="checkbox"/> 1000 gallons <input type="checkbox"/> 1200 gallons <input type="checkbox"/> 1500 gallons			
<input type="checkbox"/> Existing building <input type="checkbox"/> approved system on file <input type="checkbox"/> no record on file	Type of septic system approved	<input type="checkbox"/> residential	<input type="checkbox"/> conventional	<input type="checkbox"/> alternative (see attached)
		<input type="checkbox"/> non-residential	<input type="checkbox"/> step-down <input type="checkbox"/> level system	<input type="checkbox"/> earth fill <input type="checkbox"/> Wisconsin Mound <input type="checkbox"/> sand filter <input type="checkbox"/> drip irrigation
Work to be performed <input type="checkbox"/> new tank <input type="checkbox"/> new disposal system <input type="checkbox"/> repair or alteration of existing septic system <input type="checkbox"/> existing tank to be crushed and filled <input type="checkbox"/> sewer line alteration <input type="checkbox"/> holding tank <input type="checkbox"/> cistern	<input type="checkbox"/> Lateral field. Ground to be prepared for lateral field. Trenches to be installed at minimum 18' on centers, sidewalls minimum 15' apart, on contours. Final grade to be uniform over the length of each trench, 12" to 24" deep. Surface water to be diverted away from lateral field. Other comments:		911	S-T-R
	Required square footage	Required linear feet of 3-foot wide trench		
	<input type="checkbox"/> Alternative system. See attached specifications and comments.			
Approved by	Date	Permit Number		
Paid by	Date Paid	Amount Paid		

Site Plan for Application for Construction, Repair, or Alteration of On-Site Sewage Management System

This page must be completed and included with the application materials.
The site drawing may be provided in the space available or on a separate attached page.

The site diagram must include all of the features listed below, if applicable. **Cleanout(s) must be installed outside the building and at intervals of not more than 100' between the building and septic tank.** A 10-foot horizontal separation is required between the sewer line and any water line unless the building was built before 10/10/97. The proposed site plan must meet the following required minimum separation distances (check all that apply):

No septic tank shall be located within:	No part of an absorption field shall be located within:
<input type="checkbox"/> 10 feet of a property line	<input type="checkbox"/> 10 feet of a property line
<input type="checkbox"/> 10 feet of a slab foundation	<input type="checkbox"/> 10 feet of a house or building
<input type="checkbox"/> 25 feet of a basement or cellar	<input type="checkbox"/> 25 feet of a basement or cellar
<input type="checkbox"/> 50 feet of a water well	<input type="checkbox"/> 100 feet of a water well
<input type="checkbox"/> 50 feet of a cistern	<input type="checkbox"/> 50 feet of a cistern
<input type="checkbox"/> 25 feet of a public water main (including meter)	<input type="checkbox"/> 25 feet of a public water main (including meter)
<input type="checkbox"/> 10 feet of a domestic water supply line	<input type="checkbox"/> 10 feet of a domestic water supply line
<input type="checkbox"/> 10 feet of a buried utility line	<input type="checkbox"/> 10 feet of a buried utility line
<input type="checkbox"/> 10 feet of a absorption trench	<input type="checkbox"/> 10 feet of a septic tank
<input type="checkbox"/> 10 feet of a driveway	<input type="checkbox"/> 10 feet of a driveway
<input type="checkbox"/> 10 feet of a foundation drain	<input type="checkbox"/> 10 feet of a foundation drain
<input type="checkbox"/> 10 feet of a dropoff	<input type="checkbox"/> 10 feet of a dropoff
<input type="checkbox"/> 25 feet of a stream or pond	<input type="checkbox"/> 50 feet of a stream, pond, or creek
<input type="checkbox"/> 25 feet of a in-ground swimming pool	<input type="checkbox"/> 50 feet of a in-ground swimming pool
	<input type="checkbox"/> an area subject to excessive surface water, ponding, or runoff (including storm water and discharge from building gutters)

Site plan submitted by:

Printed name

Signature

Date

Proposed site plan:



WELL INSPECTION:

Written Inspection to follow.

Inspection was done July 15, 2019 by the Douglas County Health Department. Written report was not available at time of print. Please ask to see complete inspection report.

"AS IS" ATTACHMENT TO SALES CONTRACT

SELLER(s): Merna K. Dean Trust Revocable Trust Under Agreement dated May 4, 2010

BUYER(s): _____

ADDRESS: 1016 East 1256 Road, Lawrence, KS 66047

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 being sold at Auction. Buyer acknowledges having had the opportunity to inspect prior to Auction. Buyer accepts property in it's present "AS IS" Condition.

SELLER DATE

BUYER DATE

SELLER DATE

BUYER DATE



INSPECTION WAIVER

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

1016 East 1256 Road, Lawrence, KS 66047

CHECK THE BOX (or BOXES) 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 8. RADON
- Paragraph 9. LEAD-BASED PAINT
- Paragraph 10.b.1 MECHANICAL EQUIPMENT, PLUMBING & ELECTRICAL SYSTEMS, HVAC
- Paragraph 10.b.2 STRUCTURAL
- Paragraph 10.b.3 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 having 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.



Lawrence Board of Realtors® (4-25-14)



Buyers Initials: _____

Buyers Initials: _____



REAL ESTATE BROKERAGE RELATIONSHIPS BROCHURE

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

Types of Brokerage Relationships: A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

Seller's Agent: The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees at the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

Buyer's Agent: The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees at the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

A Transaction Broker is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

Duties and Obligations: Agents and transaction brokers have duties and obligations under K.S.A. 58-30,106, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

An Agent, either seller's agent or buyer's agent, is responsible for performing the following duties:

- promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- protecting the client's confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the client to obtain expert advice
- accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- disclosing to the other party all adverse material facts actually known by the agent

The transaction broker is responsible for performing the following duties:

- protecting the confidences of both parties
- 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 parties all adverse material facts actually known by the transaction broker

Agents and Transaction Brokers have 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.

General Information: Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.

Licensee

Flory & Associates ~ Realty & Auctions

Real estate company name approved by the commission

Supervising/branch broker

Buyer/Seller Acknowledgement (not required)

Approved by the Kansas Real Estate Commission on October 10, 2017

BRRETA BROCHURE

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Exterior Pictures after the Storm



VEHICLES sell immediately after Real Estate @ 9:15 a.m.



2009 Cadillac CTS

- 127,657 Miles
- 3.6L
- Leather
- Sunroof
- Power windows
- Power locks
- AWD



1996 GMC Yukon

- 178,757 Miles
- 4x4
- Leather
- Power windows
- Power locks

