PROPERTY VIEWING:

2421 Overlook Circle Lawrence, KS 66047

Property open for viewing:

September 24, 2019 ~ 3:30 - 5:30 pm September 29, 2019 ~ 11- 1 pm Or by Appointment!

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

Property will be available for inspections during the scheduled **Open House's stated above** OR by appointment for all inspections including but not limited to electrical, mechanical, structural, mold and/or lead-based paint, termite; property will be sold "as is". **Your bidding is not contingent on Inspections**.



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

Email: Jasonwflory@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: 2421 Overlook Circle, Lawrence, KS

- **BIDDING:** 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, September 24,** 2019, 3 – 5:30 p.m. AND Sunday, September 29, 2019, 11 - 1 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 November 2, 2019 or a date mutually agreed upon between the Buyer (s) and Seller (s). Closing will be conducted by *Commerce Title - Lawrence, KS*.
- AGENCY: Flory and Associates and its representatives are Exclusive Agents for the sellers.
- **SALE OF PROPERTY:** 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 AD-VERTISEMENT*.

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

Signature of Potential Buyer

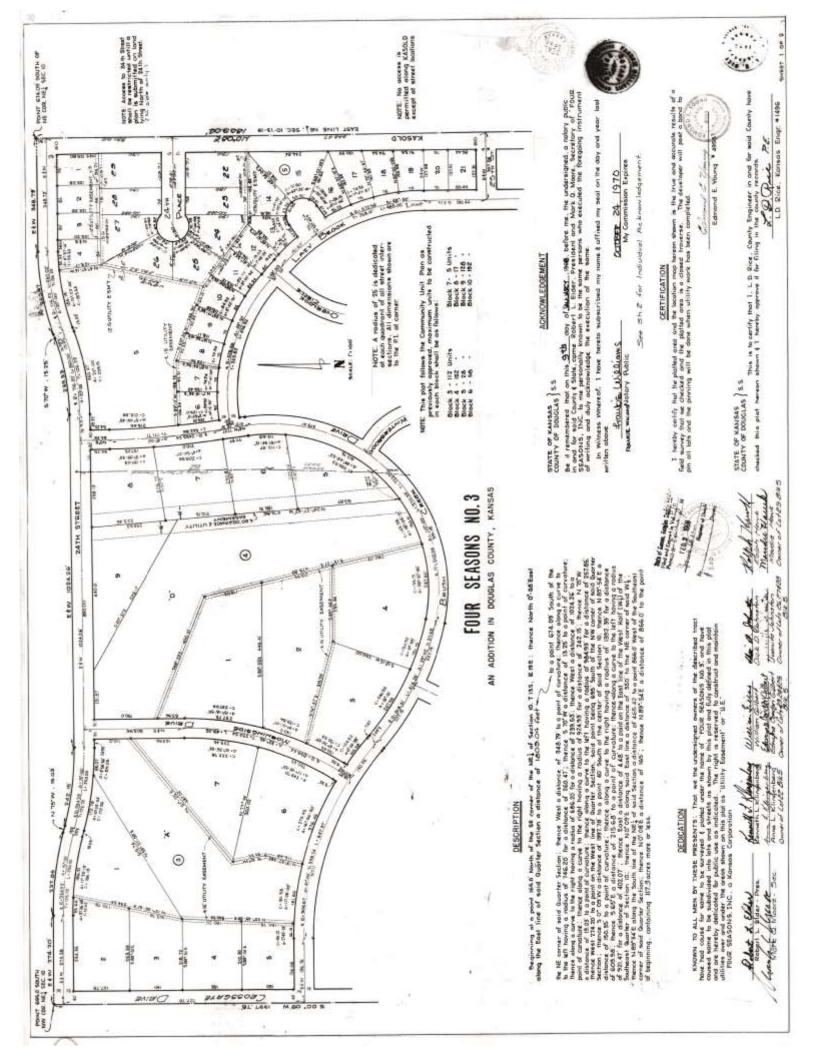
PROPERTY OWNER:

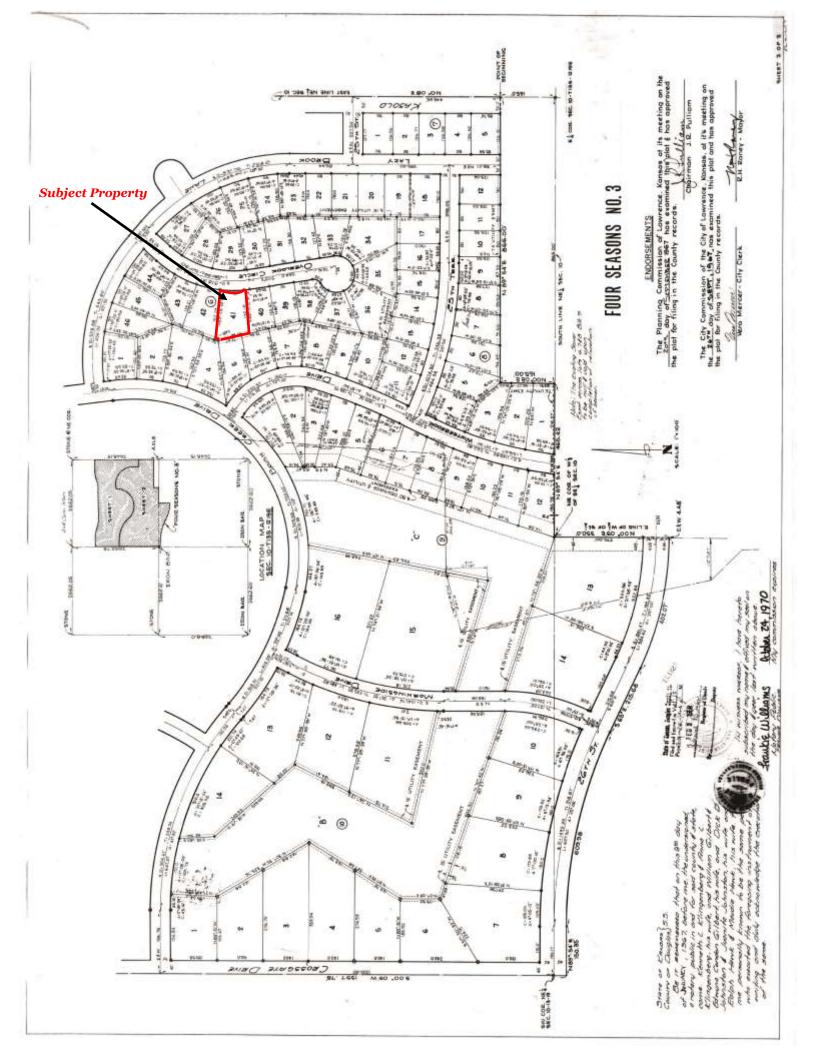
Kenneth D. Wehmeyer and Lena R. Wehmeyer, Trustees of the Kenneth D. Wehmeyer and Lena R. Wehmeyer Revocable Trust dated September 2, 1998

LEGAL DESCRIPTION:

2421 Overlook Circe, Lawrence, KS

Lot 41, Block 6, in Four Seasons No. 3, an addition in the City of Lawrence, Kansas.









4 bedroom 3 bath 2 car garage 2,200+ ft² Full walkout basement Large fenced yard Mature treed lot Cul-de-sac Tool shed Ready for your personal updates!













DECLARRER. The layout a solar legal stress. This map is the used to refer so process on V, and so other research layout same is artistical.

Douglas County IS GIS; Shutes

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LAND RECORDS APPLICATION

REAL ESTATE VIEW

print window | close window

					id.	print window close window	32
PROPER	PROPERTY INFORMATION						_
Year: 2019	6	PIN Number: 023-112-10-0-10-07-042.00-0	12-10-0-10-07-042.	0-00	Plate Number: U17217	U17217	-
Owner 1:	Owner 1: WEHMEYER KENNETH TRUSTEE	H TRUSTEE			1		-
Owner 2:	Owner 2: WEHMEYER LENA R TRUSTEE	RUSTEE					<u> </u>
In-Care-O	In-Care-Of: <no record=""></no>						_
Property	Address: 2421 OVERL	Property Address: 2421 OVERLOOK CIR, LAWRENCE, KANSAS	SAS				-
Mailing A	ddress: 2421 OVERLO	Mailing Address: 2421 OVERLOOK CIR, LAWRENCE, KS 66047	047				<u> </u>
Delinquer	Delinquent Tax: No	Tax Unit: 041	S	School: USD 497	Loan Number:		-
Sec-Twp-Rng:	Rng:	Book: 0624	ď	Page: 1548	Deed: 10/02/1998 *	* 860	
					(* click on the above dee	(* click on the above deed date to link to the Deed system)	
VALUE IN	VALUE INFORMATION			2			_
1000		Appraised			Assessed		
Class	Land	Improvements	Total*	Land	Improvements	Total	
2	\$42,000	\$162,400	\$204,400	\$4,830	\$18,676	\$23,506	
TAX INFO	TAX INFORMATION						
Tax data fi	for 2019 has not been ca	lculated at this time. To view to	axes for this prope	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.	r from the 'Select Year' drop-d	own menu.	
DESCRIPTION	TION						
FOUR SE	FOUR SEASONS NO 3 BLK 6 LT 41 75 X 152.2(I)	41 75 X 152.2(I)					-
1.12							pe a
LEGAL IN	VFORMATION (NOTE: N	LEGAL INFORMATION (NOTE: NOT TO BE USED ON LEGAL DOCUMENTS)	L DOCUMENTS)				_
FOUR SE	FOUR SEASONS NO 3 BLK 6 LT 41	41					

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CAMA VIEW

PROPERTY DETAILS GENERAL PROPERTY INFORMATION



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.)

		BUIL	BUILDING #1			Ξr
RESIDENTIAL BUILDING DESCRIPTION	SCRIPTION	101		8		-
Year Built	Residence Type	Quality	LBCS S	LBCS Structure	MS Style	
1974	Single-family Residence	ce Average	Detache	Detached SFR unit	One Story	
Architectural Style	Basement Type	CDU	Foundation		Total Living Area	-
Ranch	Walkout	AV	Concrete - 2		1,400 Sqft	
Bed Rooms	Full Baths	Half Baths	Family Room		Total Rooms	
3	3	0	+			-
RESIDENTIAL BUILDING COMPONENTS	MPONENTS					
Component		Quality	Units	Percentage	Year Added	-
Attached Garage (SF)		8	460			-
Automatic Floor Cover Allowance	Ge					-
Composition Shingle				100%		
Enclosed Wood Deck (SF), Solid Wall	id Wall		50			
Frame, Metal or Vinyl Siding				100%		
Garage Finish, Attached (SF)			460			
Open Slab Porch (SF)			66			
Open Slab Porch (SF)			150			
Partition Finish Area (SF)			1170			

100%

1400

-

Single 1-Story Fireplace (#) Raised Subfloor (% or SF)

Plumbing Rough-ins (#)

Plumbing Fixtures (#)

Total Basement Area (SF)

Warmed & Cooled Air

Wood Deck (SF)

105

1400

-

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Parcel ID: 023-112-10-0-10-07-042.00-0

OWNER NAME AND MAILING ADDRESS

WEHMEYER KENNETH TRUSTEE WEHMEYER LENA R TRUSTEE

2421 OVERLOOK CIR LAWRENCE, KS 66047-2451 PROPERTY SITUS ADDRESS

2421 OVERLOOK CIR KS

LAND BASED CLASSIFICATION SYSTEM

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

GENERAL PROPERTY INFORMATION

Prop Class:	œ	Resid	Residential - R
Living Units:	-		
Zonina:	PUD		
Neighborhood:633.0	:633.	0 633.0	3.0
Economic Adi. Factor	Fact	or:	
Map / Routing:		P02	/ U17217
Tax Unit Group		00041-0000	000041

	1000
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	1000
	10430
	No. of Concession, Name
122	ACC
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CC 1	Real Col
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Ref	5251
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DGCAMA Property Record Card

5/1/2019 6:23:01 PM	
Run Date:	INSPECTION HISTORY
Tax Year: 2019	

Code

	Contact			
ACTECTION RIGION	Appraiser	353	353	353
A CONTRACTOR OF A CONTRACTOR OFTA CONT	Reason	FR	DM	FR
	Code	Ħ	40	FF
	Time	12:24 PM	12:24 PM	12:00 PM
	Date	12/03/2018	08/29/2018	12/20/2017

1	l	1	1	1	

Amount Type

Number

% Comp

Status

Issue Date

BUILDING PERMITS

7/2018	
1/60	
Date:	
Image	

PR	PROPERTY FACTORS				
Topography:	Level - 1, Steep - 5				
Utilities:	All Public				
Access:	Paved Road				
Eronting:	Residential Street		2019 APPR	2019 APPRAISED VALUE	
Location:	Neighborhood or Spot	Cls	Land	Building	Total
Parking Type: Parking Quantity: Parking Proximity:		æ	42.000	162.400	204,400

Total 195.200

Building 155.200

40.000

S a

2018 APPRAISED VALUE

195.200

155.200

40.000

Total

204.400

162.400

42.000

Total

Parking Covered: Parking Uncovered: PARCEL COMMENTS

TRACT DESCRIPTION

FOUR SEASONS NO 3 BLK 6 LT 41 75 X 152 2(1)

								M	ARKET LAN	ID INFORMA	TION							
Method	Type	AC/SF	Eff FF	Depth	D-Fact	Find 1	Fact1	Inf2	Fact2	OVRD	Rsn	CIS	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
ŧ	1-Primary Site	12.632											6.05	10.000.00	4.20	00.00	0.00	42.000

42,000

Total Market Land Value

1 of 2

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DWELLING INFORMATION COMMELLING INFORMATION Res Type: 1-Single-family Residence Arch Style: Quality: 3.00-Average Bsmt Type: Quality: 3.00-Average Bsmt Type: Year Bit: 1974 Est: Total Room Year Bit: 1974 Est: Total Room Fit Year: 1-One Story Full Baths: Total Room MS Style: 1-One Story Garage Cap Carl Baths: No. of Units: No. of Units: Total Living Area: 1,400 Main Floor Living Area: 1,400 Main Floor Living Area: 1,400	COMP CALES INCOMATION			
lamily Residence age Est: ory ached SFR unit 1,400		IMPROVEMENT COST SUMMARY	MMARY	
age Est: ory ached SFR unit 1,400	Style: 02-Ranch	Dwelling RCN:	237,310	
Est: ory ached SFR unit 1,400 1,400	Bsmt Type: 5-Walkout	Percent Good:	72	
ory ached SFR unit 1,400 1,400	Total Rooms: 7 Bedrooms: 3	Mkt Adj: 100 Eco Adj:	Adj: 100	
ory ached SFR unit 1,400 1,400	Family Kooms: 1 Full Bather 3 Half Bather	Building Value:	170,860	
ached SFR unit 1,400 1,400	0 0	Other Improvement RCN:	0	8
	Foundation: Concrete - 2	Other Improvement Value:	0	×
		CALCULATED VALUES	ES	
		Cost Land:	42,000	R
		Cost Building:	170,860	
		Cost Total:	212,860	01
Upper Floor Living Area Pct:		Income Value:	0	
CDU: AV		Market Value:	204.400	
Phys/Func/Econ: AV / /		MRA Value:	203.900	8
Ovr Pct Gd/Rsn:		FINAL VALUES		
Remodel:		Value Method:	MKT	
Percent Complete: 0		Land Value:	42,000	
Assessment Class:		Building Value:	162,400	
MU Cis/Pct:		Final Value:	204,400	
		Prior Value:	195,200	
	BUILDING COMMENTS			SKETCH VECTORS

4

2

DwellCom: A1-19 0460sf , A2-13 0050sf

DWELLING	DIVELLING COMPONENTS			
Code	Units	Pct	Quality	Year
102-Frame, Metal or Vinyl Siding		100		
208-Composition Shingle		100		
351-Warmed & Cooled Air		100		
402-Automatic Floor Cover Allowance				
601-Plumbing Fixtures (#)	Ŧ			
602-Plumbing Rough-ins (#)	-			
622-Raised Subfloor (% or SF)	1,400			
641-Single 1-Story Fireplace (#)	-			
701-Attached Garage (SF)	460			
736-Garage Finish, Attached (SF)	460			
801-Total Basement Area (SF)	1,400			
803-Partition Finish Area (SF)	1,170			

A0CU22L10U23R36D45L26A1U22L10CL20X23A2R24U45CL10X5H

Year

Quality

Pct

Units

Code

DWELLING COMPONENTS

66 150 105 50

901-Open Slab Porch (SF) 901-Open Slab Porch (SF) 903-Wood Deck (SF) 915-Enclosed Wood Deck (SF), Solid Wall

Preliminary Title Commitment

Provided by:

Commerce Title 1420 Wakarusa Drive, Ste 201 Lawrence, KS 66049 785-841-0505

SCHEDULE A PRELIMINARY Commitment

File No. 190144

- Commitment Date: June 26, 2019, at 8:00 am 1.
- 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:
 - ALTA® Policy (c) Proposed Insured: Proposed Policy Amount:
- The estate or interest in the Land described or referred to in this Commitment is: 3. Fee Simple
- The Title is, Fee Simple at the Commitment Date vested in: Kenneth D. Wehmeyer and Lena R. Wehmeyer, Trustees of the Kenneth D. 4. Wehmeyer and Lena R. Wehmeyer Revocable Living Trust dated September 2, 1998
- The Land is described as follows: 5. Lot 41, Block 6, in Four Seasons No. 3, an addition in the City of Lawrence, Douglas County, Kansas.

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.

Old Republic National Title Insurance Company

Commerce Title, L.L.C. 1420 Wakarusa Drive, Suite 201 Lawrence, KS 66049

4

Authorized Signatory

ORT Form 4720 A 8-1-16 Schedule A ALTA Commitment for Title Insurance Old Republic National Title Insurance Company

Schedule B-I

PRELIMINARY Commitment

File No. 190144

Requirements

All of the following Requirements must be met:

 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.

10.000

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.

- 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.
- It is our understanding that Kenneth D. Wehmeyer and Lena R. Wehmeyer, Trustees in title of the subject property are both deceased. We, therefore require that a state certified copy of the death certificates be obtained and filed with the Douglas County, Kansas Register of Deeds.
- 6. Trustee's Deed properly executed by Mark Wehmeyer and/or Marlene Williams, Successor Trustees of the Kenneth D. Wehmeyer and Lena R. Wehmeyer Revocable Living Trust dated September 2, 1998, conveying title to the proposed insured; along with a copy of the Certification of Trust executed by Kenneth Wehmeyer on January 22, 2019, to supplement the Trustee's Deed. NOTE: The Trustee's Deed must make reference to the terms and provisions of the trust agreement, be made pursuant to the powers conferred by said agreement, state that the trust agreement remains in full force and effect at this time and that the same has not been amended, revoked or terminated.
- For Information Only: 2018 Real Estate taxes in the amount of \$2,989.40, are paid in full. Plate No. U17217 (2421 Overlook Circle, Lawrence, KS 66047)

Commitment prepared by:

Commerce Title, L.L.C. 1420 Wakarusa Drive, Suite 201 Lawrence, KS 66049 Telephone: 785-841-0505 Fax: 785-841-8913

For Questions regarding this commitment, please contact Sara Houser, email address: shouser@commercetitlellc.com

For Questions regarding CLOSING, please contact Meika Nash, email address: mnash@commercetitlellc.com

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.

Schedule B-II

PRELIMINARY Commitment

File No. 190144

Exceptions

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

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

- 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. Standard Exceptions:

(a) Rights or claims of parties in possession not shown by the public records.

(b) Easements, or claims of easements, not shown by the public records.

(c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.

(d) Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.

...(e) Taxes or special assessments which are not shown as existing liens by the public records.

- Real estate taxes for 2019 and subsequent years.
- Easements, restrictions and reservations, if any, as shown on the recorded plat.
- Tenancy rights, either month to month or by virtue of written leases of any person(s) now in possession of any part of the premises in question.

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.

BOR Approved - 3-35-101 Seller Property Condition Disclosure Statement

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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:

242	1 Overlook Circle	IN THE CITY OF	Lawrence	
COUNTY OF	Douglas	, STATE OF KANSAS	i.	

SELLER IS KIS 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 refy on this information in deciding whether, and on what terms, to purchase the subject real property. SELLER hereby authorizes any Agentis) 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.

and the second			N/A - No
	working	IT WORKING	Included
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7 B	UYER'S initia	and date:	_
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Page 1 of 7

ROGAL HOUSING

ECTION B - ELECTRICAL SYSTEMS Workin	Not Working	Do Not Know if Working	N/A - Not
Electrical Service Panel. Capacity: (SO) AMPS (helpful hint – see main breaker panel)			
Circuit Breakers Fuses Type of Electrical Wiring: Copper Aluminum Unknow 220 Volt Service (ie, stove, a/c, dryer) Cable TV wiring & Jacks: Number of Jacks Telephone Wiring & Jacks: Number of Jacks Ceiling Fans: Number of Ceiling Fans Doorbell. Electrical Outlets & Switches Bathroom Vent Fan(s)			
Intercom System – Built-in. Sound System – Built-in. Speakers – Built-in. High Speed Internet Wiring. Cable DSL Satellite Other			XXXX
Number of Jacks: Security System (Pre-Wired Only) Smoke/Fire Alarm. Number of Smoke/Fire/Heat Detectors:	8	8	h.
Sauna (Steam Dry)		x k	
mments/Explanations from Section B: Gacage 1000	eloor no	t wor	king
Furnace		N	•
Age Zoned Number of Units Humidifier.	8	Β	XX
Age Zoned Number of Units Air Conditioning		8	
Electric Other (comment) Propane Tank (Leased Owned)			R
Air Purifier (Electronic Air Filter) Solar Heating (Panels & Plumbing) Whole House Fan Attic Ventilation System (attic only) Fireplace			
Gas Fireplace Logs. Gas Fireplace Starter.			
Fuel Source: Wood Pellet Corn Other (comment)		
omments/Explanations from Section C: 2 fire places	- Masonr	y with	gas insc
ELLER'S initials and date: WLW 4/25/19 ELLER'S initials and date: SELLER	BUYER'S initia BUYER'S initia		
Ê			Page 2 of 7

6/25/19, 9:47 AM Page 2 of 8

SE	CTION D - WATER SYSTEMS	Working	Not Working	Do Not Know if Working	N/A - Not Included
1.	Water Supply Connected to Treated Water System: City Rura Well Cistern Other: Rural Water District # Phone #	🕱 11 			
2.	Sewage System Property is connected to: City Sanitary Sewer System Septic System Lagoon Other:				
3.	Plumbing Water/Supply Lines Sewer/Waste Lines Plumbing Fixtures & Faucets Grinder Pit / Lift Station	··· 🕅			
4.	Jetted Tub				XXXX
5.	Hot Tub				×
б.	Sump Pump. Discharges to Number of Sump Pumps	j 🗖			R
7.	Swimming Pool	🗆			×
8.	Underground Sprinkler System Installed: Professionally Homeowner Unknow	🖸			×
9.	Water Heater	IX			
10.	Water Purifier				*
11.	Water Softener (Leased XOwned)			X	10
1 2	Other:				

56	CTION E - STRUCTURAL CONDITIONS	Yes	No	Unknown
1.	Age of Roof			×
Ζ.	Has the roof ever leaked?			P
3.	Is there present damage to the roof?		E .	R
4.	Are you aware of any adverse conditions regarding the exterior siding of the			
5	structure(s)?		×	
6.	Is there a history of infestation of termites, carpenter ants, fleas, rodents, etc? Has the property been treated for infestation?	··· M		
7.	Unrepaired damage from previous infestation?	. 1	1	D
8.	Is the property currently under warranty or other coverage by a licensed pest	er, fast	Epople .	104
	control company?			
9.	Have any of the windows ever leaked?	🗖		স্ব
10.	Are there any windows that have broken thermo-pane seals? (moisture between	1.1.1	-	
11.	panes)	··· 🖸		XX
-	Is there any damage to the chimney which requires repair?		-	×
12.	Are there any structural problems with the improvements?	··· 🗄	2	
14.	Have any corrections been made to stabilize the foundation or retaining walls?	. 1		
15.	Have you experienced any moving or settling of the following?		100	
	a. Foundations			2
	b. Floors			TREE TREES
	c. Walls			14
	d. Drivewayse. Sidewalks		H	1
	f. Patios	" H	-	
	g. Retaining Walls		H	-4
	h. Other			1
1015	1.40	and Timeson		
SE	LER'S initials and date: Mu) 4(25719 BUYER'S initials			
SE	LLER'S Initials and date: SELLER BUYER'S Initia	al and dat	et	
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where the second second				Yes	No	Unknown
16. Has the	here ever been damage to	the real property or any of the im other acts of nature?	provements	1.11	17	
17. Have	you ever had a leak from	any plumbing line/fixture or applia	nce?	H	MUX	X
18. Have	you had the property insp	ected for the existence of any typ	es of mold?	C	×	~
	, attach copy of any inspe		-54.47			
19. Have	you received any insuran	ce proceeds or filed any insurance	e claim	10	152	
Of the	property?		******	ii	X	
If yes, ple	ase comment and inclu	de any/all reports:		-		
-						
SECTIC of the follo	ON F - HAZARDOL wing substances, materia	IS CONDITIONS: Are you is, or products on the real propert	(SELLER), to the be which may be an e	st of yo nvironn Yes	ur knowle nental haz No	dge, aware of a ard? Unknown
1. Rado	n					LX.
	-Plumbed Operating	Mitigation System		177	123	152
 Moid Lead- 	Based Paint.			H		No.
Conta	minated soil or water					(A)
					1000	CX.
					-	×
 Landi Under 	ground fuel or chemical	torage tanks	*********	H	X	TRINK RYKIK
	(specify):)			
		de envieller en en		eestat.		
yes, ple	ase comment and inclu	ue any/all reports		_	_	
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Section G - Continued

050		Yes	No	Unknown
	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		D,	Di
13.	Any lawsuits against the SELLER threatening, or affecting, this real property		X	
14.	Any Home Owners Association (HOA) which has authority over the real property Association contact person: Phone		×	
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.		X	
16.	Any "common area" (facilities such as pools, tennis courts, walkways, or other areas Co-owned in individual interest with others).		54	0
17.	Any problems related to any common area.	ō	X	ō
lf y	es, please comment and include any/all reports.			
1				

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

	0.1	Yes	No	Unknown
1.	Current zoning is single family			
2.	Is any portion of the property in a flood plain		XX	
	If yes, is flood insurance required		1X	
	If yes, is there a certificate of elevation			X
3.	Is the real property in a Wetlands area	- C1	X	
4.	Are there any flooding, drainage, or grading problems		XX	
5.	Any room additions, structural modifications, or other alterations without:	1		
	Necessary permits		5.	
	Licensed contractors		X	
б.	Are any trees or shrubs diseased or dead		1	
7.	Is there located on the real property any of the following, active or inactive:	T Barath	Mond .	front .
	a. Septic System		17	154
	b. Lagoon	m		100
	c. Well	1	1	1
	d. Cistern		1	KIKIK
8.	Is this a rental property		DS.	10
	Are you aware of any environmental conditions or incidents on, at, or over the real	· but	Ma	Bead
	property that could possibly lead to a lawsuit or liability under any law, rule,			
	ordinance, or other legal theory	173	R	173
	ordinance, or other regardreory	• Ind	162	Read .
5	CTION I MAINTENANCE	ACTERN		
31	CTION I - MAINTENANCE: Insert the most recent year in which the follow	ng occu		
	Date Unknown			ate Unknown
	Serviced Air Conditioner. 4. Serviced/Cleaned Septic System. Serviced Furnace			X
				X
-5.	Cleaned/Serviced Fireplace 6. Checked Sprinkler System Back-F			XX
	Chimney/Woodstove flue. 7. Sprinkler System Winterized		min	
-			_	
Oll	er Routine/Recurring Maintenance			×
Co	mments/Explanations from Section I:			
-				
-				
-				
	LLER'S initials and date: [14.11] 6.25/19 BUYER'S initial	mand street		
36	LLER'S initials and date: BUYER'S initial	and dat	2011	

SELLER'S initials and date:



Page 5 of 7

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:

fireplace inserts (2) window unit air conditioners (2)

2. ITEMS RESERVED BY SELLER:

SECTION K - ADDITIONAL INFORMATION:

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

I have not occupied this property. I am selling this property for the Estate of Kenneth Wehmerger

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

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

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

DATE 6/25/19 SELLER SIGNATURE marle as Willers Revocable Linting Trust Agreemen 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:** Page 6 of 7

BUYER'S RECEIPT OF DISCLOSURE STATEMENT

https://www.dotloop.com/my/loop/108093854/file/477610414

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 sherill 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 sherill'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, walks, 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 moid/fungal contaminants may be found at the following Internet Web Site: http://www.cdc.gov/mold/fags.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.

DATE

DATE

BUYER SIGNATURE

BUYER NAME (Please type or print clearly)

BUYER SIGNATURE

BUYER NAME (Please type or print clearly)

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

LEAD WARNING STATEMENT:

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

PROPERTY ADDRESS:	2421 Overlook Circle, Lawrence, KS 66047
(a) Presence of lead-based pa	IITIAL "A" AND "B" AND CHECK APPROPRIATE BOXES!! int and/or lead-based paint hazards (check one below): nt and/or lead-based paint hazards are present In the housing (explain):
SELLER has no knowle	edge of lead-based paint and/or lead-based paint hazards In the housing.
(Initial) SELLER has provided	able to the SELLER (check one below): the BUYER with all available records and reports pertaining to lead-based paint it hazards In the housing (list documents below):
SELLER has no reports in the housing.	s or records pertaining to lead-based paint and/or lead-based paint hazards
(c) BUYER has received from (d) BUYER has received the (e) BUYER has - <u>MUST CH</u>	ST INITIAL APPROPRIATE AREAS! m SELLER copies of all available records and reports listed above. pamphlet Protect Your Family From Lead In Your Home. HECK ONE BELOW! ay opportunity (or mutually agreed upon period) to conduct a risk assessment
or Inspection or the opport	tunity to conduct a risk assessment or Inspection for the presence of lead- based paint hazards.
	JST BE INITIALED! SELLER or the SELLER's obligations under 42 U.S.C. 4852 d esponsibility to ensure compliance.
CERTIFICATION OF ACCURACY: The following parties have reviewed the they have provided is true and accurate	e Information above and certify, to the best of their knowledge, that the Information a.
SELLER Marline Willea W	THISKE BUYER

SELLER Marlene Willea us, Thiste	BUYER
SELLER	BUYER
	SELLING AGENT

"AS IS" ATTACHMENT TO SALES CONTRACT

SELLER(s):	Wehmeyer Trust
BUYER(s):	
ADDRESS:	2421 Overlook Circle
-	Lawrence, KS 66049

- 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.
- 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 <u>N/A</u> (if left blank, within TEN (10) calendar days from acceptance) that the condition of the Property is either acceptable or unacceptable. If the BUYER finds the Property acceptable, BUYER agrees to take the Property in its present "AS IS" condition as of the time the inspection condition is satisfied. Should BUYER find the Property unacceptable, the BUYER has the option of terminating the Purchase Agreement, and both parties will immediately execute a mutual cancellation agreement and shall thereafter be released and discharged from all liability under this Contract, and the earnest money shall be refunded promptly to BUYER, less any costs incurred by BUYER for BUYER'S inspections that have not been paid prior to cancellation.
- 6. BUYER is not relying on SELLER, Seller's Agent, or Buyer's Agent to investigate and report on the condition of the Property other than conditions actually known by the SELLER, Seller's Agent or Buyer's Agent and noted on any disclosure statements that have been provided. In all other respects, BUYER agrees that he or she is relying exclusively upon BUYER'S own inspection and that of experts retained by BUYER as to the condition of the physical features of the Property.
- 7. The parties understand that, even though this is an "AS IS" sale, the SELLER is obligated by law to reveal all known defects of a material nature of which the SELLER is aware. The parties do not intend by this addendum to waive any provision of the law requiring that the SELLER or the agents furnish disclosure statements, nor do the parties intend to waive any provisions of local laws requiring inspections or reports.
- 8. BUYER and SELLER agree and affirm that there are NO EXCEPTIONS made to this "AS IS" addendum unless checked here: EXCEPTIONS AS FOLLOWS: Property is being sold at Auction. Buyer has had opportunity to inspect property prior to auction date. Buyer accepts property in its as is condition.

SELLER	DATE	BUYER	DATE
SELLER	DATE	BUYER	DATE
	Lawrence Board of Re	altors® (6-22-09)	

INSPECTION WAIVER

It is understood and agreed that Buyer hereby waives the following inspections for the property located at: 2421 Overlook Circle, Lawrence, KS

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

X Paragraph 7. TERMITE/WOOD-DESTROYING/PEST INFESTATION

X Paragraph 8b1. MECHANICAL EQUIPMENT, PLUMBING & ELECTRICAL SYSTEMS, HVAC

X Paragraph 8b2. STRUCTURAL

X Paragraph 8b3. ENVIRONMENTAL OR HEALTH HAZARDS

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

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

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

Buyer	Buyer			
Date:	Date:			
Received by Sellers Agent/Representative:		Date		
Buyer acknowledges that they had the opportunity to conduct any and all inspections on this property prior to auction date. This property is being				
sold by auction in it's as is condition.	Buyers Initials:			
	Buyers Initials:			

FLORY & ASSOCIATES

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

BUYING OR SELLING

PROPERTY - As a member of the NATIONAL ASSOCIATION OF REALTORS®, a REALTOR® subscribes to its strict Code of Ethics. Whether a REALTOR® is the agent or subagent of the SELLER, agent for BUYER, or transaction broker, a REALTOR® is obligated to treat honestly all parties to the transaction. *A REALTOR® acts as an agent of BUYERS, or SELLERS, or as a Transaction Broker, to present offers and counter-offers until an agreement is reached.

REAL ESTATE BROKERAGE RELATIONSHIPS





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

October 1997



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

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
- 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
- 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

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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