

Real Estate Auction

Auction: October 29, 2020 ~ 6:30 p.m.

Auction held on site!

Open for Inspection:

October 17th ~ 11:30 - 1:30 p.m.

October 21st ~ 3:30 - 6:30 p.m.

OR BY APPOINTMENT

1105 N. 550 Rd | Baldwin City | Ks | 66006

Ranch style home on 5 acres! Located minutes from both Lawrence and Baldwin City. Mature trees, hard surface roads, fenced yard and two outbuildings make this a great country setting. This solid Ranch home is awaiting your personal updates. The 40 x 50 all metal shop features oversized doors, air conditioned and full concrete floors. A car lift and like new waste oil furnace will be offered to Buyer at a predetermined price. This property would be excellent for the weekend mechanic/car enthusiast looking for a place in the country.

CONTACT US for complete Property Prospectus!



Flory & Associates ~ Realty & Auctions

Jason Flory, Auctioneer/Agent

1162 N 550 Road | Baldwin City, KS 66006

Www.FloryAndAssociates.com

Wendy: 785.979.2923 · Jason: 785.979.2183 · Kaylee: 785.393.5287



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

PROPERTY VIEWING:

1105 N 550 Rd, Baldwin City, KS

Property open for viewing:

October 17, 2020 ~ 11:30 - 1:30 pm

October 21, 2020 ~ 3:30 - 6:30 am

Or by Appointment!

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

Property will be available for inspections during the scheduled **Open House: Saturday, October 17th from 11:30 - 1:30 p.m. AND Wednesday, October 21st from 3:30 - 6:30 p.m.** OR by appointment for all inspections including but not limited to electrical, mechanical, structural, mold, radon, lead-based paint and/or termite (as well as other inspections of your choice); property will be sold "as is". **Your bidding is not contingent on Inspections.**



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

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

Visit www.FloryAndAssociates.com for additional information!

TABLE OF CONTENTS:

Property Viewing/Open House Info	2
Table of Contents	3
Terms and Conditions	4
Legal Descriptions	5
Property Information & Pictures	6
Aerial of Property	7
Survey	8-9
Property Information <small>(Land Record from County)</small>	10-12
Title Commitment	13-18
Septic (Lagoon) Inspection	19
Seller's Disclosure	20-26
Lead Base Paint Disclosure	27
Legal Description Addendum	28
Rural Property Attachment <small>to Contract</small>	29
"As Is" Attachment <small>to Contract</small>	30
Inspection Waiver	31
Agency Disclosure	32-33

AUCTION TERMS and CONDITIONS

Properties being Sold: 1105 N 550 Rd, Baldwin City, KS 66006

Down Payment:

Buyer will provide a Ten Percent (10%) **non-refundable** down payment/earnest money the day of auction, upon signing a purchase agreement immediately following the close of bidding. The down payment may be paid in the form of personal check, business check or cashiers check and will be held by **COMMERCE TITLE**. The remainder of the purchase price and closing costs is payable at closing. ***YOUR BIDDING AND PURCHASE AGREEMENT WILL BE NON-CONTINGENT UPON FINANCING***, be sure you have arranged financing, if needed, and are capable of paying the balance at closing.

INSPECTIONS:

Property will be available for inspections during the scheduled **Open House Saturday, October 17, 2020 from 11:30 - 1:30 p.m. AND Wednesday, October 21, 2020 from 3:30 - 6:30 p.m.** OR by appointment for all inspections including but not limited to electrical, mechanical, structural, septic, mold, radon, lead-based paint and/or termite. Property will be sold "as is". **Your bidding and Purchase agreement will be NON-CONTINGENT on Inspections.**

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

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

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

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

Closing: Anticipated closing date shall be on or before **November 30, 2020** or a date mutually agreed upon between the Buyer(s) and Seller(s) conducted at the office of **Commerce Title - Lawrence, KS**.

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

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

New Data, Corrections and Changes:

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

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

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

Signature

Date

Printed Name

PROPERTY OWNER:

Clint A. Jennings

LEGAL DESCRIPTION:

1105 N 550 Rd, Baldwin City, Kansas

A parcel of land located in the Southwest Quarter (SW 1/4) of Section Twenty two (22), Township Fourteen South (T14S), Range Nineteen East (R19E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Beginning at the Northwest corner of the Southwest Quarter (SW 1/4); thence South 89° 24' 54" East a distance of 698.86 feet, said point of being on the North line of the Southwest Quarter (SW 1/4); thence South 00° 21' 11" West a distance of 312.28 feet; thence North 89° 24' 54" West a distance of 698.86 feet, said point being on the West line of the Northwest Quarter (NW 1/4); thence North 00° 21' 11" East a distance of 312.28 feet to the point of beginning, containing 5.01 acres more or less, subject to public road right-of-way and easements of record.



Ready for your personal updates!



- ◆ Three (3) Bedrooms
- ◆ Two & Half Bathrooms
- ◆ Partially Finished Basement
- ◆ 2 Car Garage • Fenced Yard
- ◆ 40 x 50 Shop • Insulated & AC
- ◆ 5.1 Acre Corner Lot
- ◆ Hard surface • minimal gravel
- ◆ Fenced Yard • Mature Trees
- ◆ Additional Outbuilding
- ◆ Ready for your personal updates!
- ◆ Waste oil heater and car lift in the shop will be offered to Buyer at an additional fee of \$7,500.00.
- ◆ All inspections and financing to be done/arranged prior to auction, contract will be written with no contingencies.



1105 N 550 Rd, Baldwin City, KS



9/21/2020, 4:22:03 PM



Tax Parcel

1:1,000

0 0.01 0.01 0.03 0.03 mi

0 0.01 0.01 0.03 0.05 km

Douglas County KS GIS; Burdex, Douglas County KS GIS; Douglas County, KS GIS; City of Lawrence, KS GIS

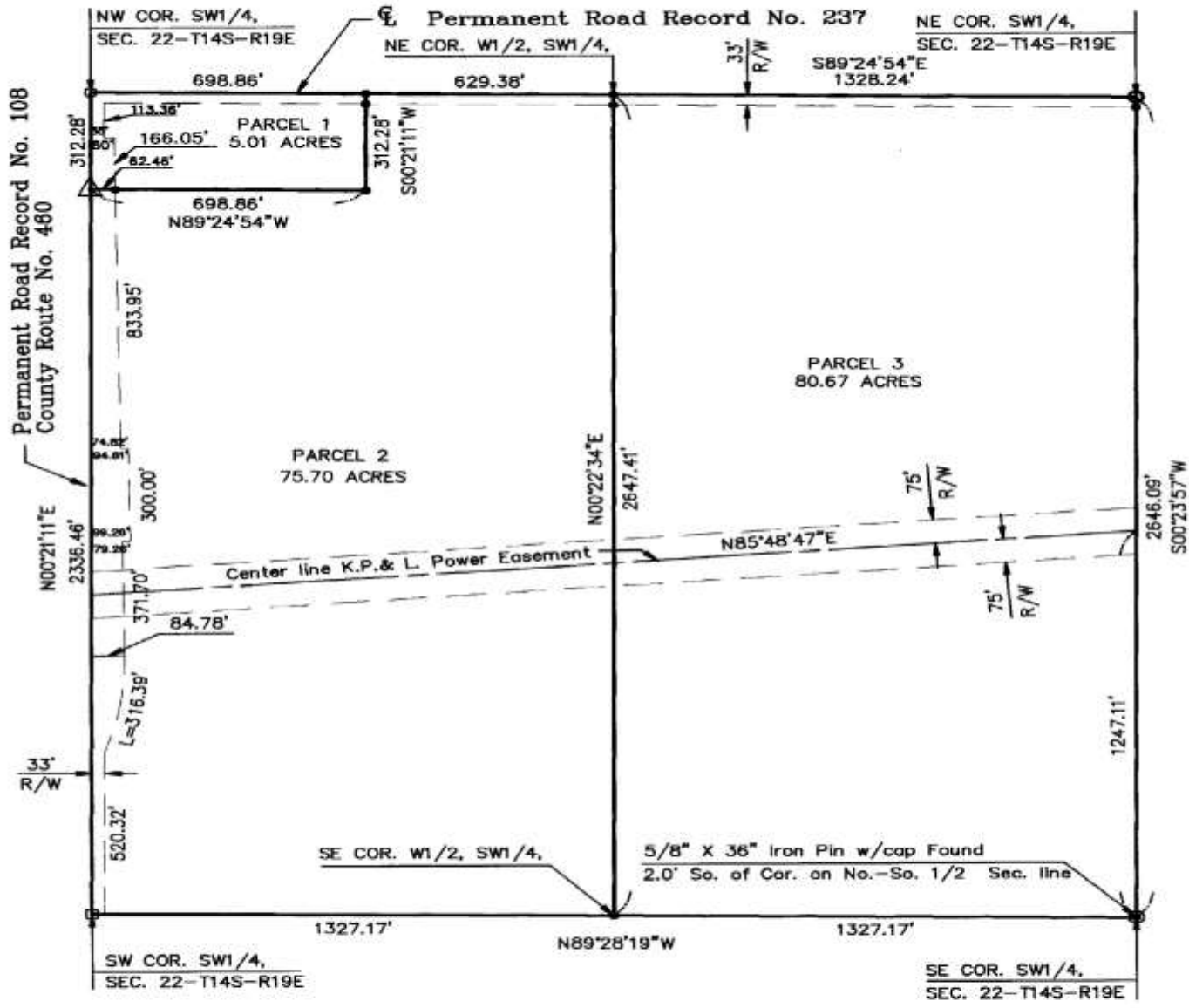
Douglas County, Kansas

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

263049 PLAT OF SURVEY

→ FRED G. ROGERS, 13143 ARROWHEAD DRIVE, PERRY, KS 66073, (785) 597-5436

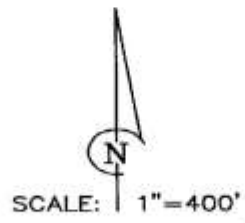
SHEET 1 OF 2
 ORDERED BY Donna Wingert / Henry D. Flory, Estate
 DATE OF SURVEY June 5, 2003, PARTY FR/PR JOB NO. 43-03
 DESCRIPTION: (SEE SHEET 2 OF 2)



REVIEWED IN COMPLIANCE
 WITH K.S.A. 58-2005

Michael D. Kelly June 13, 2003
 MICHAEL D. KELLY, L.S.
 COUNTY SURVEYOR

I hereby certify that this survey was conducted under my direct supervision on June 5, 2003, and that all corners were set or found. This survey does not affect ownership or easements.



ALL BEARINGS ARE ASSUMED

LEGEND

- 1/2" x 24" Iron Pin Set w/cap
- 5/8" Iron Pin Found (Record Location)
- ⊙ 1/2" Iron Pin w/cap Found (Survey No. 6521)
- ⊗ 5/8" Iron Pin w/cap Found (Survey No. 6521)
- Stone Found (Record Location)
- △ Magnetic Nail Set



SURVEYOR
 Fred G. Rogers, LS-64

PLAT OF SURVEY

FRED G. ROGERS, 13143 ARROWHEAD DRIVE, PERRY, KS 66073, (785) 597-5436

SHEET 2 OF 2
ORDERED BY Donna Wingert / Henry D. Flory Estate
DATE OF SURVEY June 5, 2003, PARTY FR/PR JOB NO. 43-03
DESCRIPTION:

PARCEL 1

A parcel of land located in the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-two (22), Township Fourteen South (T14S), Range Nineteen East (R19E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Beginning at the Northwest corner of the Southwest Quarter (SW $\frac{1}{4}$); thence South 89° 24' 54" East a distance of 698.86 feet, said point being on the North line of the Southwest Quarter (SW $\frac{1}{4}$); thence South 00° 21' 11" West a distance of 312.28 feet; thence North 89° 24' 54" West a distance of 698.86 feet, said point being on the West line of the Northwest Quarter (NW $\frac{1}{4}$); thence North 00° 21' 11" East a distance of 312.28 feet to the point of beginning, containing 5.01 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 2

A parcel of land located in the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-two (22), Township Fourteen South (T14S), Range Nineteen East (R19E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Northwest corner of the Southwest Quarter (SW $\frac{1}{4}$); thence South 89° 24' 54" East a distance of 698.86 feet to the point of beginning, said point being on the North line of the Southwest Quarter (SW $\frac{1}{4}$); thence continuing South 89° 24' 54" East a distance of 629.38 feet, said point being the Northeast corner of the West Half (W $\frac{1}{2}$), of the Southwest Quarter (SW $\frac{1}{4}$); thence South 00° 22' 34" West a distance of 2647.41 feet, said point being on the Southeast corner of the West Half (W $\frac{1}{2}$), of the Southwest Quarter (SW $\frac{1}{4}$); thence North 89° 28' 19" West a distance of 1327.17 feet, said point being the Southwest corner of the Southwest Quarter (SW $\frac{1}{4}$); thence North 00° 21' 11" East a distance of 2336.46 feet, said point being on the West line of the Southwest Quarter (SW $\frac{1}{4}$); thence South 89° 24' 54" East a distance of 698.86 feet; thence North 00° 21' 11" East a distance of 312.28 feet to the point of beginning, containing 75.70 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 3

The East Half (E $\frac{1}{2}$), of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-two (22), Township Fourteen South (T14S), Range Nineteen East (R19E) of the 6th P.M., Douglas County, Kansas, containing 80.67 acres more or less, subject to public road right-of-way and easements of record.

Index 1 Numerical Index 22-14-19 SW
No. 263049 Book 863 Page 507
State of Kansas, Douglas County, SS.
Recorded in Book 863 Page(s): 507 - 508
Filed Jun 16, 2003 8:59 AM Fees \$12.00
Register of Deeds

Fred Rosnell



PROPERTY DETAILS

GENERAL PROPERTY INFORMATION								
Owner 1 Name	Full Address			PIN	Plate			
JENNINGS CLINT A	1105 N 550 RD, WILLOW SPGS TWP, KS			023-165-22-0-00-00-004.00-0	900221			
Tax Year	Living Units	Map/Routing	Neighborhood	Property Class	Tax Unit Group	Zoning	Home Site Land Size	Ag Land Size
2020	1	P01	912.0	R	000918	A	4.4 Acre	0 Acres

PROPERTY FACTORS

Access	Fronting	Location	Parking Proximity
Paved Road	Secondary Artery	Neighborhood or Spot	On Site
Parking Quantity	Parking Type	Topography	Utilities
Abundant	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
11/15/2019	10:08:00 AM	370

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	%Comp
R9068	35,000	NEW-BLDG	5/19/2009	Closed	

SALES INFORMATION

Sale Date	Sale Price	COV	Validity	Type
5/1/2005	\$171,000	044469	Valid Sale	Land & Building

OTHER BUILDING COMPONENTS

Component	Percentage	Unit
No HVAC		

Single -Metal on Wood Frame 100%

OTHER BUILDING IMPROVEMENTS					
Improvement	Quantity	Year Built	Area	Stories	Rank
Farm Utility Building	1	1951	1728	1	1.00
Farm Utility Building	1	2009	2000	1	2.00

BUILDING PHOTO(S)



R34962 10/23/2018

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	
1968	Single-family Residence	Average	Detached SFR unit	One Story	
	Basement Type	CDU	Foundation	Total Living Area	
	Walkout	AV	Concrete - 2	1,400 Sqft	
	Full Baths	Half Baths	Family Room	Total Rooms	
2	2	1	0	5	

RESIDENTIAL BUILDING COMPONENTS

Component	Quality	Units	Percentage	Year Added
Automatic Floor Cover Allowance				
Basement Garage, Double (#)		1		
Composition Shingle			100%	

Electric Baseboard					100%	
Enclosed Wood Deck (SF), Solid Wall				112		
Frame, Metal or Vinyl Siding					100%	
Plumbing Fixtures (#)				11		
Plumbing Rough-ins (#)				1		
Raised Slab Porch (SF)		3.00		24		1968
Raised Slab Porch (SF)				24		1968
Raised Subfloor (% or SF)				1400		
Total Basement Area (SF)				1400		



First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

PRELIMINARY TITLE COMMITMENT

Transaction Identification Data for reference only:

Issuing Agent: Paulette Ogilvie

Issuing Office: Eland Title Company, LLC DBA Commerce Title

Issuing Office's ALTA® Registry ID: 1134058

Loan ID No.:

Commitment No.: 200166L-1

Issuing Office File No.: 200166L

Property Address: 1105 N 550 Road, Baldwin City, KS 66006

SCHEDULE A

1. Commitment Date: September 11, 2020 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Owners Policy (06/17/06)
Proposed Insured: **TO BE DETERMINED**
Proposed Policy Amount: \$TBD
 - (b) ALTA Loan Policy (06/17/06)
Proposed Insured:
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is
Fee Simple
4. The Title is, at the Commitment Date, vested in:
Clint A. Jennings
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

Date: September 22, 2020
Eland Title Company, LLC

Paulette R. Ogilvie, Authorized Signor

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



 First American Title™	ALTA Commitment for Title Insurance
	<small>ISSUED BY</small> First American Title Insurance Company
Schedule A (Continued)	

File No.: 200166L

LEGAL DESCRIPTION

The Land referred to in this policy is described as follows:

A parcel of land located in the Southwest Quarter of Section 22, Township 14 South, Range 19 , East of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Beginning at the Northwest corner of the Southwest Quarter; thence South 89°24'54" East a distance of 698.86 feet, said point being on the North line of the Southwest Quarter; thence South 00°21'11" West a distance of 312.28 feet; thence North 89°24'54" West a distance of 698.86 feet, said point being on the West line of the Northwest Quarter; thence North 00°21'11" East a distance of 312.28 feet to the point of beginning, subject to road right-of-way and easements of record.

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII	200166L-1

Commitment No.: 200166L-1

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Per the Customer's Request, this is a "Preliminary Report". If a policy is requested, we reserve the right to make additional requirements and/or exceptions.
6. Sign and deliver to Eland Title Company, LLC a fully executed Affidavit by Seller prior to the issuance of the final title policy.
7. Warranty Deed properly executed by Clint A. Jennings, and spouse(s) if any, stating marital status, conveying property to the proposed insured.
8. Release of the mortgage executed by Clint A. Jennings, an unmarried person, in favor of MERS as nominee for Douglas County Bank, dated November 24, 2010 and recorded November 30, 2010, in Book 1068 at page 5701, which states it secured the principal amount of \$185,200.00.
9. For Information Only: 2019 Real Estate taxes in the amount of \$2,907.16, are Paid in Full. Plate No. 900221
Address: 1105 N 550 Road, Baldwin City, Kansas 66006

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN
LAND TITLE
ASSOCIATION



 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII	200166L-1

Commitment No.: 200166L-1

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Per the Customer's Request, this is a "Preliminary Report". If a policy is requested, we reserve the right to make additional requirements and/or exceptions.
6. Sign and deliver to Eland Title Company, LLC a fully executed Affidavit by Seller prior to the issuance of the final title policy.
7. Warranty Deed properly executed by Clint A. Jennings, and spouse(s) if any, stating marital status, conveying property to the proposed insured.
8. Release of the mortgage executed by Clint A. Jennings, an unmarried person, in favor of MERS as nominee for Douglas County Bank, dated November 24, 2010 and recorded November 30, 2010, in Book 1068 at page 5701, which states it secured the principal amount of \$185,200.00.
9. For Information Only: 2019 Real Estate taxes in the amount of \$2,907.16, are Paid in Full. Plate No. 900221
Address: 1105 N 550 Road, Baldwin City, Kansas 66006

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN
LAND TITLE
ASSOCIATION



SCHEDULE BI AND BII

(Continued)

Commitment prepared by:

Eland Title Company LLC dba Commerce Title
1420 Wakarusa Drive, Suite 201
Lawrence, KS 66049
Telephone: 785-841-0505/ Fax: 785-841-8913

For Questions regarding TITLE, please contact Paulette Ogilvie, email address: pogilvie@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 issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN
LAND TITLE
ASSOCIATION



SCHEDULE B, PART II

Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, unless such lien is shown by the Public Records at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights except in (a) or (b) appear in the Public Records or are shown in Schedule B.
8. Real Estate taxes for 2020 and subsequent years.
9. That part of the subject premises lying within private or public roadways.
10. Right of Way granted to Rural Water District #2, as described in the instrument recorded in Book 247 at page 455.
11. Easement for Right of Way for Highway Purposes, in favor of Douglas County Kansas, as more fully described in instrument recorded in Book 252 at page 221.
12. Easement in favor of Taury Creek Watershed District #82, as more fully described in instrument recorded in Book 695 at page 337.
13. Easement for Right of Way granted to Public Wholesale Water Supply District No 5, as more fully described in instrument recorded in Book 1150 at page 1620.0

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN
LAND TITLE
ASSOCIATION



Real Estate Transfer - Septic System Inspection Report

(Douglas County, Kansas)

Property Information:

Address of Property	1105 N 550 Rd. Baldwin City, KS 66006		
Seller:	Clint Jennings	Seller's agent:	Wendy Flory 785-979-2923
Buyer:	To be determined at auction	Buyer's agent:	N/A
Who to send report to:	floryandassociates@gmail.com		

Septic System information:

Date installed and approved: Circa 1968: No plan on file	Conventional Septic system: Yes 2-cell lagoon without septic tank
Date tank pumped for recent sale: N/A	Licensed Septic pumper hired: N/A

Septic System passed inspection with no repairs required: **Yes**

The overall structural integrity of the 2-cell lagoon was good at the time of the inspection and water flowed freely from the house into the lagoon. Prior to occupancy, the lagoon (currently dry due to infrequent use) will need some regular maintenance performed such as: mowing the dike inside the fenced area and removing any trees sprouting up, removing weed overgrowth inside the dry lagoon bed and securing any loose areas of the fence wire to the posts. The lagoon passed visual inspection on 10/8/2020 and will only need the minor corrections listed above. If you have any questions, please email us at ehinfo@ldchealth.org.

Health Inspector: Andrew Stull	Date: 10/8/2020	Receipt Number: 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.

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:

1105 N 550 RD IN THE CITY OF BALDWIN CITY
COUNTY OF DOUGLAS, STATE OF KANSAS.

SELLER IS IS NOT currently occupying the property.

SELLER has owned property since: JULY 2015.

SELLER'S INFORMATION

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

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

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

Comments/Explanations from Section A:
Range is double oven

SELLER'S initials and date: [Signature] 9/20/20
SELLER'S initials and date: _____

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



SECTION B – ELECTRICAL SYSTEMS

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

Comments/Explanations from Section B: 220 V plug also in basement

SECTION C – HEATING AND COOLING SYSTEMS

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 Propane			
<input checked="" type="checkbox"/> Radiant <input type="checkbox"/> Gravity Flow <input type="checkbox"/> Specify Other _____			
Age _____; <input checked="" type="checkbox"/> Zoned Number of Units _____			
Humidifier..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Heat Pump..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Age _____; <input type="checkbox"/> Zoned Number of Units _____			
3. Air Conditioning..... <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Central Air; Age _____; <input type="checkbox"/> Zoned; No. of Units <u>1</u>			
<input type="checkbox"/> Electric <input type="checkbox"/> Other (comment)			
4. Propane Tank (<input type="checkbox"/> Leased <input checked="" type="checkbox"/> Owned)..... <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Masonry <input type="checkbox"/> Insert <input type="checkbox"/> Wood Burning <input type="checkbox"/> Direct Vent			
Gas Fireplace Logs..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>
Fuel Source: <input type="checkbox"/> Wood <input type="checkbox"/> Pellet <input type="checkbox"/> Corn <input checked="" type="checkbox"/> Other (comment)			
11. Other: _____ <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments/Explanations from Section C: Basement heaters have not been used.

SELLER'S initials and date: S 9-20-20

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



SECTION D – WATER SYSTEMS

	Working	Not Working	Do Not Know if Working	N/A - Not Included
1. Water Supply..... <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Connected to Treated Water System: <input type="checkbox"/> City <input checked="" type="checkbox"/> Rural				
<input type="checkbox"/> Well <input type="checkbox"/> Cistern <input type="checkbox"/> Other: _____				
Rural Water District # <u>2</u> Phone # _____				
2. Sewage System..... <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property is connected to: <input type="checkbox"/> City Sanitary Sewer System				
<input type="checkbox"/> Septic System <input checked="" type="checkbox"/> Lagoon <input type="checkbox"/> Other: _____				
3. Plumbing				
Water/Supply Lines..... <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewer/Waste Lines..... <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plumbing Fixtures & Faucets..... <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grinder Pit / Lift Station..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Jetted Tub..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Hot Tub..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Sump Pump..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Discharges to _____				
Number of Sump Pumps _____				
7. Swimming Pool..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input 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 type="checkbox"/>	<input checked="" type="checkbox"/>
Installed: <input type="checkbox"/> Professionally <input type="checkbox"/> Homeowner <input type="checkbox"/> Unknown				
9. Water Heater..... <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Other				
Number of Water Heaters <u>1</u> ; Age <u>8</u> ; Gals. <u>40</u>				
10. Water Purifier..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Water Softener (<input type="checkbox"/> Leased <input type="checkbox"/> Owned)..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Other: _____ <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Comments/Explanations from Section D: underground lines from meter replaced 2010

SECTION E – STRUCTURAL CONDITIONS

	Yes	No	Unknown
1. Age of Roof <u>17 yrs.</u> <input type="checkbox"/>			<input type="checkbox"/>
<input checked="" type="checkbox"/> Composition <input type="checkbox"/> 3-D Composition <input type="checkbox"/> Wood <input type="checkbox"/> Other: _____			
2. Has the roof ever leaked? <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Is there present damage to the roof? <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Are you aware of any adverse conditions regarding the exterior siding of the structure(s)? <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Is there a history of infestation of termites, carpenter ants, fleas, rodents, etc?..... <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Has the property been treated for infestation? <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Unrepaired damage from previous infestation? <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Is the property currently under warranty or other coverage by a licensed pest control company? <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Have any of the windows ever leaked? <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Are there any windows that have broken thermo-pane seals? (moisture between panes) <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Is there any damage to the chimney which requires repair? <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Has there ever been leakage/seepage in the basement/crawlspace? <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Are there any structural problems with the improvements? <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Have any corrections been made to stabilize the foundation or retaining walls? <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Have you experienced any moving or settling of the following?			
a. Foundations..... <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Floors..... <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Walls..... <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Driveways <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Sidewalks..... <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Patios..... <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Retaining Walls..... <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other..... <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SELLER'S initials and date: CJ 9-20-20
 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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
18. Have you had the property inspected for the existence of any types of mold?	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>

If yes, please comment and include any/all reports: siding hail damaged, gutters deeded.

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

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

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

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

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

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

Total balance of remaining special taxes: \$ _____

Certified Special Taxes: please itemize below:

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

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

SELLER'S initials and date: J 9-20-20
 SELLER'S initials and date: _____

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



Section G – Continued

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

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

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

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

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

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

	Date	Unknown		Date	Unknown
1. Serviced Air Conditioner.....	<u>2016</u>	<input type="checkbox"/>	4. Serviced/Cleaned Septic System.....	_____	<input checked="" type="checkbox"/>
2. Serviced Furnace.....	_____	<input type="checkbox"/>	5. Serviced/Cleaned Main Plumbing Waste Lines..	_____	<input checked="" type="checkbox"/>
3. Cleaned/Serviced Fireplace	_____	<input type="checkbox"/>	6. Checked Sprinkler System Back-Flow Valve....	_____	<input type="checkbox"/>
Chimney/Woodstove flue... <input checked="" type="checkbox"/>	_____	<input checked="" type="checkbox"/>	7. Sprinkler System Winterized.....	_____	<input type="checkbox"/>

Other Routine/Recurring Maintenance _____

Comments/Explanations from Section I: _____

SELLER'S initials and date: S 9-20-20
 SELLER'S initials and date: _____

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



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

1. ITEMS THAT REMAIN WITH PROPERTY:

refrigerator, range, microwave, dishwasher

2. ITEMS RESERVED BY SELLER:

SECTION K – ADDITIONAL INFORMATION:

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

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

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

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

Clint Jennings
SELLER SIGNATURE

9-20-20
DATE

Clint Jennings
SELLER NAME (Please type or print clearly)

SELLER SIGNATURE

DATE

SELLER NAME (Please type or print clearly)

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



BUYER'S RECEIPT OF DISCLOSURE STATEMENT

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

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

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

BUYER is advised that school boundaries are subject to change.

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

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

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

BUYER SIGNATURE

DATE

BUYER NAME (Please type or print clearly)

BUYER SIGNATURE

DATE

BUYER NAME (Please type or print clearly)



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

LEAD WARNING STATEMENT:

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

PROPERTY ADDRESS: 1105 North 550 Road, Baldwin City, KS 66006

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

(Initial) (a) **Presence of lead-based paint and/or lead-based paint hazards (check one below):**
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
 SELLER has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(Initial) (b) **Records and reports available to the SELLER (check one below):**
 SELLER has provided the BUYER with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
 SELLER has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

BUYER'S ACKNOWLEDGMENT: MUST INITIAL APPROPRIATE AREAS!

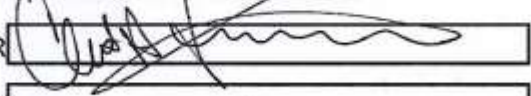
(c) BUYER has received from SELLER copies of all available records and reports listed above.
 (d) BUYER has received the pamphlet *Protect Your Family From Lead In Your Home*.
 (e) BUYER has - **MUST CHECK ONE BELOW!**
 Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection or the presence of lead-based paint or lead-based paint hazards; or
 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT: MUST BE INITIALED!

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

CERTIFICATION OF ACCURACY:

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

SELLER  BUYER _____
SELLER _____ BUYER _____
LISTING AGENT  SELLING AGENT _____



LEGAL DESCRIPTION ADDENDUM

1 **SELLER:** Clint A. Jennings

2
3 **BUYER:** _____

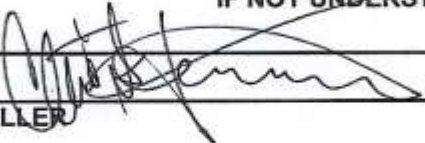
4
5 **PROPERTY:** 1105 North 550 Road, Baldwin City, KS 66006

6
7 **PROPERTY LEGAL DESCRIPTION:**

8 A parcel of land located in the Southwest Quarter (SW 1/4) of Section Twenty two (22), Township
9 Fourteen South (T14S), Range Nineteen East (R19E) of the 6th P.M., Douglas County, Kansas, more
10 particularly described as follows: Beginning at the Northwest corner of the Southwest Quarter (SW
11 1/4); thence South 89° 24' 54" East a distance of 698.86 feet, said point of being on the North line of the
12 Southwest Quarter (SW 1/4); thence South 00° 21' 11" West a distance of 312.28 feet; thence North 89°
13 24' 54" West a distance of 698.86 feet, said point being on the West line of the Northwest Quarter (NW
14 1/4); thence North 00° 21' 11" East a distance of 312.28 feet to the point of beginning, containing 5.01
15 acres more or less, subject to public road right-of-way and easements of record.
16
17
18
19
20
21
22

23 (INFORMATION DEEMED RELIABLE BUT NOT GUARANTEED)

24
25 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,
26 THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.
27 IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

28
29
30
31  9-25-20 _____
32 **SELLER** **DATE** **BUYER** **DATE**

33
34
35
36 _____ _____
SELLER **DATE** **BUYER** **DATE**

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 07/15. All previous versions of this document may no longer be valid. Copyright January 2019.

RURAL PROPERTY ATTACHMENT TO SALES CONTRACT

SELLER: Clint A. Jennings
BUYER: _____
PROPERTY: 1105 North 550 Road, Baldwin City, KS 66006

Septic (Wastewater) Inspection / Septic Pumping / Water Well Inspection:

The independent timeframe contained below on this Rural Property Attachment for inspection of the septic system (wastewater) and/or water well, applies only to the inspection of the septic system (wastewater) and/or water well. BUYER and SELLER understand that any other inspections are pursuant to the timeframe, terms and conditions of Paragraph 7 of the sales contract attached hereto.

Property is in Douglas County County and has a septic system (wastewater) and/or water well. All jurisdictions have different rules and regulations regarding the transfer of real estate and the inspection of septic systems (wastewater) and/or water wells.

BUYER will verify with lender and/or local government authority regarding any requirement for septic system (wastewater)/water well inspection. BUYER and SELLER acknowledge said inspection(s) may not be waived if required by the lender and/or local government authority. If a septic system (wastewater) and/or water well inspection is not required by lender or local government, BUYER is advised to consider an independent inspection of the septic system (wastewater) and/or water well.

Timeframe for inspection of the septic system (wastewater) and/or water well:

BUYER will notify SELLER on or before _____ (5 calendar days after the Contract acceptance date if left blank), of their intent to conduct a septic system (wastewater) and/or water well inspection. Said inspection(s) to be completed on or before _____ after Contract acceptance date.

SELLER shall provide access to the property for a septic system (wastewater) and/or water well test. SELLER shall also provide access to the cover of the septic tank by removing any obstructions to the tank cover.

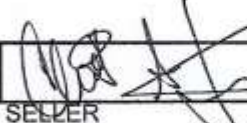
The pumping of the septic tank, if required for purposes of this inspection, will be ordered and paid by:
(Check One) SELLER BUYER.

The septic (wastewater) inspection will be ordered and paid by:
(Check One) SELLER BUYER.

- Water Rights / Rural Water District Meter Rights and Transfer Certificates:** It is the BUYER'S responsibility to verify that the water rights, and rural water district meter rights/ownership, are available and transferrable 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 _____ (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 pass to the BUYER at Closing. If the Propane Tank is leased, BUYER shall assume said lease at Closing, unless otherwise stated.

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 _____

BUYER _____ DATE _____

SELLER _____ DATE _____

BUYER _____ DATE _____



“AS IS” ATTACHMENT TO SALES CONTRACT

SELLER(s): Clint A. Jennings
BUYER(s): _____
ADDRESS: 1105 E 550 Rd
Baldwin City, KS 66006

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

SELLER <u>Clint A. Jennings</u>	DATE _____	BUYER _____	DATE _____
SELLER _____	DATE _____	BUYER _____	DATE _____



Lawrence Board of Realtors® (6-22-09)

INSPECTION WAIVER

It is understood and agreed that Buyer hereby waives the following inspections for the property located at:
1105 E 550 Rd, Baldwin City, KS

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

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

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

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

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

Buyer	Buyer
Date: _____	Date: _____

Received by Sellers Agent/Representative: _____
Signature Date

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

Buyers Initials: _____
 Buyers Initials: _____

REAL ESTATE BROKERAGE RELATIONSHIPS



**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 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.

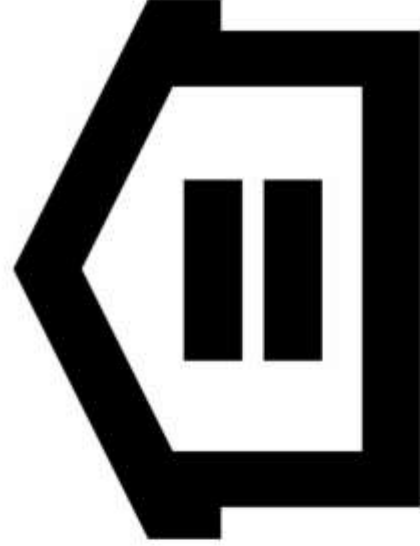
October 1997

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.



EQUAL HOUSING OPPORTUNITY



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

SELLER'S AGENT or

DESIGNATED SELLER'S AGENT

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

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

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

The SELLER'S Agent has no duty to:

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

Buyer/Seller

Buyer/Seller

BUYER'S AGENT or

DESIGNATED BUYER'S AGENT

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

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

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

The BUYER'S Agent has no duty to:

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

STATEMENT OF REPRESENTATION

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

TRANSACTION BROKER for

RESIDENTIAL TRANSACTIONS

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

The Transaction Broker is responsible for performing the following duties:

- protecting the confidences of both parties, including the following information:
 - the fact that a BUYER is willing to pay more
 - the fact that a SELLER is willing to accept less
 - factors that are motivating any party
 - the fact that a party will agree to different financing terms
 - any information or personal confidences about a party that might place the other party at an advantage
- exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- disclosing to the BUYER all adverse material facts actually known by the Transaction Broker, including:
 - environmental hazards affecting the property that are required to be disclosed
 - the physical condition of the property
 - any material defects in the property or in the title to the property
 - any material limitation on the SELLER'S ability to complete the contract
- disclosing to the SELLER all adverse material facts actually known by the Transaction Broker, including all material facts concerning the BUYER'S financial ability to perform the terms of the transaction

The Transaction Broker has no duty to:

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