

Real Estate Auction

Auction: November 29, 2022 ~ 5:30 p.m.

Auction held on site TUESDAY EVENING!



Open for Inspection:

November 20th ~ 12:30 - 2:30 p.m.

November 22nd ~ 4:00 - 6:00 p.m.

OR BY APPOINTMENT



715 Lawrence Avenue | Lawrence | Ks | 66049

Ready for your personal updates!!!

- 4 bedroom
- 2 1/2 bath
- Full basement
- over 1600 sq ft living space
- Fire place in Living room
- Great West Lawrence location
- Hardwood floors
- Bonus Room w/built-ins
- Work shop area in carport



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:

715 Lawrence Avenue, Lawrence, KS

Property open for viewing:

November 20, 2022 (Sunday) ~ 12:30 - 2:30 pm

November 22, 2022 (Tuesday) ~ 4:00 - 6:00 pm

Or by Appointment!

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

Property will be available for inspections during the scheduled **Open House: Sunday, November 20, 2022 from 12:30 - 2:30 p.m. AND Tuesday, November 22, 2022 from 4:00 - 6:00 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!

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AUCTION TERMS and CONDITIONS

Properties being Sold: 715 Lawrence Avenue, Lawrence, KS 66049

Down Payment:

Buyer will provide a Twenty Percent (20%) **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 Sunday, November 20, 2022 from 12:30 - 2:30 p.m. AND Tuesday, November 22, 2022 from 4:00 - 6:00 p.m.** OR by appointment for all inspections including but not limited to electrical, mechanical, structural, septic, mold, radon, lead-based paint, termite and/or any other inspection of your choice. 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: Real Estate taxes shall be pro-rated at closing for 2022 taxes.

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 **December 29, 2022** or a date mutually agreed upon between the Buyer(s) and Seller(s) conducted at the office of **Eland Title Company – Lawrence, KS.**

Agency: Flory and Associates and its representatives are Exclusive Agents for the Seller's.

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:

*Donald J. Moss and
Madelyn D. Moss Revocable Trust under Agreement dated March 30, 2011*

PHYSICAL PROPERTY ADDRESS:

715 Lawrence Avenue, Lawrence, Kansas

LEGAL DESCRIPTION:

Lot Nine (9), Block "B", in Lawrence Heights, an addition to the City of Lawrence.



- ◆ Three (4) Bedrooms
- ◆ Two & Half Bathrooms
- ◆ Over 1600 square feet of living space
- ◆ Full Basement
- ◆ Galley Kitchen
- ◆ Dining room
- ◆ Fireplace in Living Room
- ◆ 2 Car Garage / Carport
- ◆ Mature treed lot
- ◆ Ready for your personal updates!
- ◆ **All inspections and financing to be done/arranged prior to auction, contract will be written with no contingencies.**




Ready for
your personal
updates!



715 Lawrence Avenue, Lawrence KS



9/17/2022, 8:47:40 AM

 Tax Parcel

1:500
0 0.01 0.02 mi
0 0.01 0.02 km

Douglas County KS dtd: Surveys, Douglas County KS GIS, City of Lawrence, KS GIS

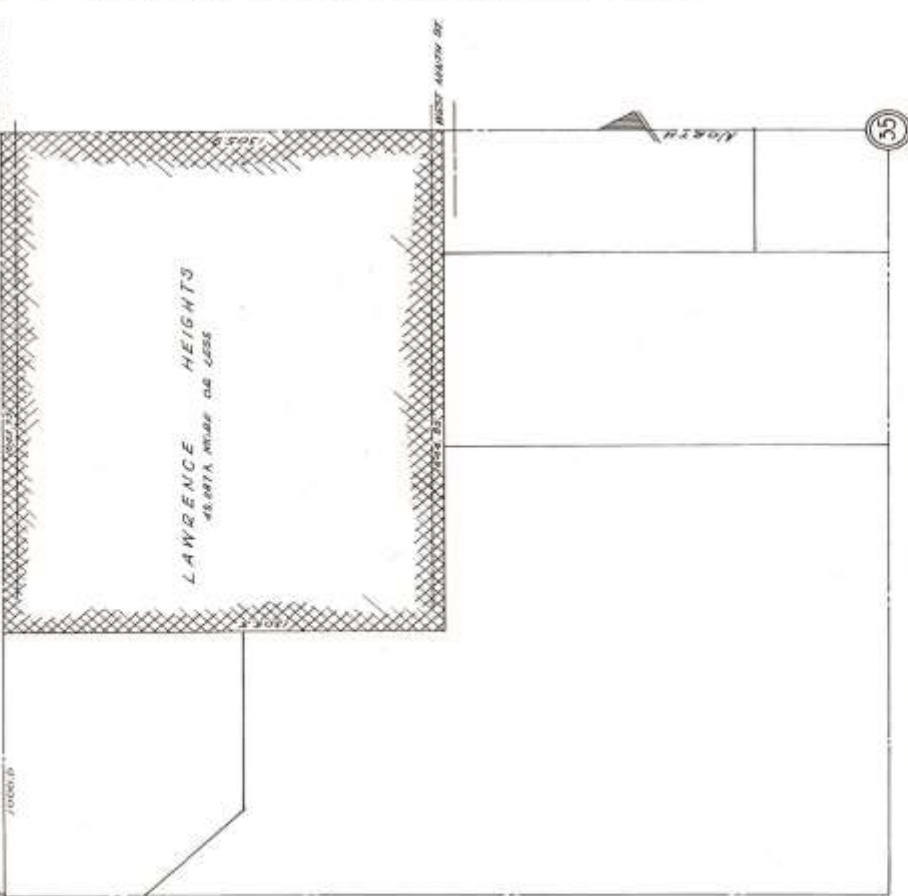
DISCLAIMER: This is not a legal survey. This map is to be used for reference purposes only, and no other use or reliance on the same is authorized.

Douglas County, Kansas

DEDICATION—RESERVATIONS—RESTRICTIONS—COVENANTS

Subsequent to a report of a possible leak of information from the Department of Defense, the Department of Defense has initiated a review of its information security policies and procedures. The Department of Defense is committed to the highest standards of information security and will continue to take the necessary steps to ensure the protection of its information.

JB KARY, J.S. RW 1
01-01-01 200
0001 00000 00000



FORMATION OF LANGUAGE HEIGHTS IN THE ARROWPOINT GUARDER OF SECTION 35-12-19

LAWRENCE HEIGHTS

Study of Kansas, Douglas County, 22.

May 8-1907
Philo A. DeLoe
Bureau of Census

[illegible]

ALL OF THE FOLLOWING RESERVATIONS, RESTRICTIONS AND COVENANTS WILL APPLY TO THE ENTIRE PLAT.

[illegible]

IN WITNESS WHEREOF, I, THE SUDAN GOVERNMENT, HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AT AT THE 10TH DAY OF JANUARY, 1956.

George Lawrence Gracie Lawrence
 January 11, 1902 George A. Lawrence

STATE OF ALABAMA } ss.

[illegible][illegible]

CLARK COUNTY, MISSISSIPPI, HAS A COURT IN THE COUNTY SECTOR.

100.

WOMAN TO LIVE WITH THE LIVING

100

© 2004 Blackwell Publishing Ltd, *Journal of Internal Medicine* 255: 111–118

WISCONSIN CERTIFY THAT THE ATTORNEY ABOVE AS KNOWN ORIGIN PARTISAN ALL INFORMATION AND ACCURATELY STATES ALL THE FACTS IN HIS INTERVIEW.

DATE 07/25/2000

100

V. B. Price

Ученый секрет

array of angles

Country and company	FF
United States	1.00
France	0.85
Germany	0.80
Italy	0.75
Spain	0.70
Japan	0.65
Sweden	0.60
Switzerland	0.55
Netherlands	0.50
Belgium	0.45
Austria	0.40
Portugal	0.35
Greece	0.30
India	0.25
China	0.20
South Korea	0.15
Singapore	0.10
Malaysia	0.05
Indonesia	0.00
Philippines	-0.05
Thailand	-0.10
Vietnam	-0.15
Laos	-0.20
Cambodia	-0.25
Myanmar	-0.30
Burma	-0.35
Nepal	-0.40
Bhutan	-0.45
Tibet	-0.50
Mongolia	-0.55
North Korea	-0.60
South Korea	-0.65
Japan	-0.70
China	-0.75
India	-0.80
Pakistan	-0.85
Bangladesh	-0.90
Sri Lanka	-0.95
Maldives	-1.00

Abstract

Source: U.S. Census Bureau, *Current Population Reports*, 1990.

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Abstract:

1

200 / 800

LAND RECORDS APPLICATION

CAMA VIEW

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

[Value and Tax Information](#)

PROPERTY DETAILS

GENERAL PROPERTY INFORMATION						
Owner 1 Name		Full Address		PIN	Plate	Book
MOSS DONALD J		715 LAWRENCE AVE, LAWRENCE, KS		023-067-35-0-20-03-015.00-0	U11285	1074
Living Units		Map/Routing	Neighborhood	Property Class	Tax Unit Group	Home Site Land Size
1			620.0	R	000041	23,367.0 Sqft
						Ag Land Size
						0 Acres

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

PROPERTY FACTORS				
Access	Fronting	Location	Parking Proximity	
Paved Road , Sidewalk	Secondary Street	Neighborhood or Spot	On Site	
Parking Quantity	Parking Type	Topography	Utilities	
Adequate	On and Off Street	Above Street - 2 , Rolling - 4	All Public	

LAND-BASED CLASSIFICATION SYSTEM		
Activity	Function	Site
Household activities	Single family residence	Developed site - with buildings

LAST INSPECTION		
Date	Time	
12/21/2021	09:28:00 AM	
		Appraiser
		376

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

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

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

BUILDING PHOTO(S)	



R6309 08/25/2020

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	
1961	Single-family Residence	Average+	Detached SFR unit	Split Level	
Architectural Style	Basement Type	CDU	Foundation	Total Living Area	
Split Level	Full	AV	Concrete - 2	1,663 Sqft	
Bed Rooms	Full Baths	Half Baths	Family Room	Total Rooms	
4	2	1	1	8	

RESIDENTIAL BUILDING COMPONENTS					
Component	Quality	Units	Percentage	Year Added	
Automatic Floor Cover Allowance					
Carport, Gable Roof (SF)		442			
Carport, Gable Roof (SF)		408			
Composition Shingle			100%		
Frame, Plywood or Hardboard			100%		
Open Slab Porch (SF)		400			
Partition Finish Area (SF)		528			
Plumbing Fixtures (#)		10			
Plumbing Rough-ins (#)		1			
Raised Subfloor (% or SF)		1487			
Single 1-Story Fireplace (#)		1			
Slab on Grade (% or SF)		176			
Total Basement Area (SF)		1056			
Warmed & Cooled Air			100%		

 First American Title™	ALTA Commitment for Title Insurance
	<small>ISSUED BY</small> 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
Issuing Office's ALTA® Registry ID: 1134058	Loan ID No.:
Commitment No.: 221131L-1	Issuing Office File No.: 221131L
Property Address: 715 Lawrence Avenue, Lawrence, KS 66049	

SCHEDULE A

1. Commitment Date: October 19, 2022 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: **To Be Determined**
 Proposed Policy Amount: **\$TBD**
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:
 Madelyn D. Moss and The Donald J. Moss Revocable Trust under Agreement dated March 30, 2011
5. The Land is described as follows:
 Lot Nine (9), in Block "B", in Lawrence Heights, an addition to the City of Lawrence.

Date: October 26, 2022
 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.

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 First American Title™	ALTA Commitment for Title Insurance <small>ISSUED BY</small> First American Title Insurance Company
Schedule BI & BII	221131L-1

Commitment No.: 221131L-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 binder.
7. Warranty Deed properly executed by Madelyn D. Moss, and spouse(s), if any, stating marital status, conveying title to the proposed insured.
8. Trustee's Deed from _____, Trustee of The Donald J. Moss Revocable Trust under Agreement dated March 30, 2011, conveying property to the proposed insured.
9. Furnish for our file a copy of the Donald J. Moss Revocable Trust under Agreement dated March 30, 2011, and any amendments thereto. In lieu of a copy of the Trust, the attached Certification of Trust may be completed by the Trustee. Our office reserves the right to require copies of the pertinent provisions of the trust document.
10. For Information Only: 2021 Real Estate taxes in the amount of \$2,912.65, are Paid in Full. Plate No. U11285 and PIN No. 067-35-0-20-03-015.00-0. Addresss: 715 Lawrence Avenue, Lawrence, KS 66049

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AMERICAN
LAND TITLE
ASSOCIATION



Form 50038820 (12-12-19)	ALTA Commitment for Title Insurance (8-1-16) Kansas - Schedule BI & BII
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SCHEDULE BI AND BII
(Continued)

Commitment prepared by: Eland Title Company LLC
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:
paulette@elandlawoffice.com

For Questions regarding CLOSING, please contact Meika Nash, email address:
meika@elandlawoffice.com

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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 2022 and subsequent years.
9. Easements, restrictions and reservations, if any, as shown on the recorded plat.
10. Terms and provisions of the Declaration of Covenants, Conditions and Restrictions recorded in Plat Book 4 at page 40 and Amendment in Book 200 at page 193.
11. Easement in favor of Edward Landau and the Commonwealth Theaters Incorporated, as more fully described in the instrument recorded in Book 216 at page 64.
12. Sanitary Sewer Easement in favor of Commonwealth Ellinwood Theatre Corporation, as more fully described in the instrument recorded in Book 216 at page 606.

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(LBOR Approved 04.07.2021)

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:

715 Lawrence Avenue IN THE CITY OF Lawrence,
COUNTY OF Douglas, STATE OF KANSAS.

Optional: Seller(s) Name(s) and Marital Status for each Seller, ASP (a single person), AMP (a married person), AMC (a married couple)

Madelyn D. Moss, ASP and The Donald J. Moss Revocable Trust under Agreement dated March 30, 2011

SELLER ☐ IS ☒ IS NOT currently occupying the property. SELLER has owned property since: April 18, 1978

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

Comments/Explanations from Section A:

SELLER initial/Date

SM

SELLER initial/Date

mm



BUYER initial/Date

BUYER initial/Date

SECTION B – ELECTRICAL SYSTEMS

	Working	Included 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: ? AMPS (helpful hint – see main breaker panel)				
<input checked="" type="checkbox"/> Circuit Breakers <input type="checkbox"/> Fuses				
2. Type of Electrical Wiring: <input type="checkbox"/> Copper <input type="checkbox"/> Aluminum <input checked="" type="checkbox"/> Unknown				
3. 220 Volt Service (i.e., 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Telephone Wiring & Jacks: Number of Jacks ? <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Ceiling Fans: Number of Ceiling Fans ? <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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Sound System – Built-in..... <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Speakers – Built-in; <input type="checkbox"/> Wiring – Built-in.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. High Speed Internet Wiring..... <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Cable <input type="checkbox"/> DSL <input type="checkbox"/> Satellite <input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Number of Jacks: ? <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Security System (<input type="checkbox"/> Pre-Wired Only)..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Smoke/Fire Alarm..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Number of Smoke/Fire/Heat Detectors: ? <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Sauna (<input type="checkbox"/> Steam <input type="checkbox"/> Dry)..... <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Garage Door Opener(s): Number of Remotes ? <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Garage Door Keyless Entry..... <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Other:..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

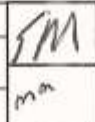
Comments/Explanations from Section B:

SECTION C – HVAC SYSTEMS

	Working	Included Not Working	Do Not Know if Working	N/A - Not Included
1. Furnace..... <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Forced Air Gas <input type="checkbox"/> Forced Air Electric <input type="checkbox"/> Forced Air Propane				
<input type="checkbox"/> Radiant <input type="checkbox"/> Gravity Flow <input type="checkbox"/> Specify Other.....				
Age ? : <input type="checkbox"/> Zoned Number of Units.....				
Humidifier..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Heat Pump..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Age : <input type="checkbox"/> Zoned Number of Units.....				
3. Air Conditioning..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Central Air; Age : <input type="checkbox"/> Zoned; No. of Units.....				
<input type="checkbox"/> Electric <input type="checkbox"/> Other (comment).....				
4. Propane Tank (<input type="checkbox"/> Leased <input type="checkbox"/> Owned)..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Leased From.....				
5. Air Purifier (Electronic Air Filter)..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Solar Heating (Panels & Plumbing)..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Whole House Fan..... <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Attic Ventilation System (attic only)..... <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Fireplace..... <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Masonry <input type="checkbox"/> Insert <input type="checkbox"/> Wood Burning <input type="checkbox"/> Direct Vent				
Gas Fireplace Logs..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas Fireplace Starter..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Free Standing Heating Stove..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fuel Source: <input type="checkbox"/> Wood <input type="checkbox"/> Pellet <input type="checkbox"/> Corn <input type="checkbox"/> Other (comment).....				
11. Other:..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments/Explanations from Section C:

SELLER initial/Date



SELLER initial/Date



BUYER initial/Date



BUYER initial/Date

SECTION D – WATER SYSTEMS

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

Comments/Explanations from Section D:

*Most, but not all, plumbing is working***SECTION E – STRUCTURAL CONDITIONS**

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

SELLER initial/Date

SM
mth

SELLER initial/Date



BUYER initial/Date

BUYER initial/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 checked="" type="checkbox"/> |
| 17. Have you ever had a leak from any plumbing line/fixture or appliance? | <input checked="" 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 type="checkbox"/> | <i>unknown</i> |

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

upstairs shower has leaked

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

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

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

SELLER initial/Date mm



BUYER initial/Date _____

BUYER initial/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 checked="" 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: \$0.00 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>residential</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Is any portion of the property in a flood plain..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| If yes, is flood insurance required..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| If yes, is there a certificate of elevation..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Is the real property in a Wetlands area..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Are there any flooding, drainage, or grading problems..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Any room additions, structural modifications, or other alterations without: | | | |
| Necessary permits..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Licensed contractors..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Are any trees or shrubs diseased or dead..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Is there located on the real property any of the following, active or inactive: | | | |
| a. Septic System..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Lagoon..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c. Well..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d. Cistern..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. Is this a rental property..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Are you aware of any environmental conditions or 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... _____ | <input checked="" type="checkbox"/> | 4. Serviced/Cleaned Septic System... _____ | <input checked="" type="checkbox"/> |
| 2. Serviced Furnace... _____ | <input checked="" type="checkbox"/> | 5. Serviced/Cleaned Main Plumbing Waste Lines... _____ | <input checked="" type="checkbox"/> |
| 3. Cleaned/Serviced Fireplace Chimney/Woodstove flue... _____ | <input checked="" type="checkbox"/> | 6. Checked Sprinkler System Back-Flow Valve... _____ | <input checked="" type="checkbox"/> |
| | | 7. Sprinkler System Winterized... _____ | <input type="checkbox"/> |

Other Routine/Recurring Maintenance: _____

Comments/Explanations from Section I: _____

SELLER initial/Date _____

SELLER initial/Date _____



BUYER initial/Date _____

BUYER initial/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:

None

2. ITEMS RESERVED BY SELLER:

None

SECTION K – ADDITIONAL INFORMATION:

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

In 1990, Five piers were installed to permanently prop up the front of the house. Copies of original paperwork are available.

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

Unknown

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 1 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.

Madelyn D. Moss, Trustee: Donald J. Moss Revocable Trust
Print SELLER NAME and Title (if Applicable)

Madelyn D. Moss 11/1/2022
SELLER'S Signature Date

Sheldon Moss, POA: Madelyn D. Moss
Print SELLER NAME and Title (if Applicable)

Sheldon Moss 11/1/2022
SELLER'S Signature Date

SELLER initial/Date *SM*

SELLER initial/Date *SM*



BUYER initial/Date

BUYER initial/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.

Print BUYER NAME and Title (if Applicable)

BUYER Signature

Date

Print BUYER NAME and Title (if Applicable)

BUYER Signature

Date

SELLER initial/Date

SM
m

SELLER initial/Date



BUYER initial/Date

BUYER initial/Date

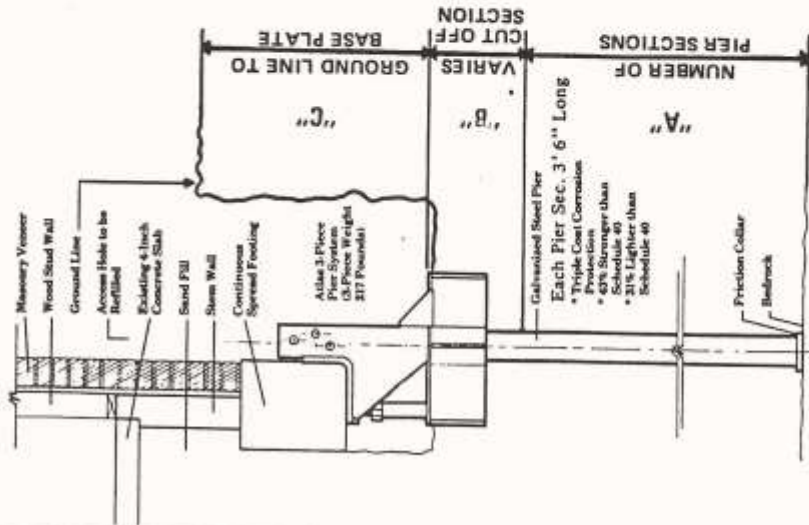


MAY
CONSTRUCTION, INC.

P.O. Box 750075
Topeka, KS 66675
Phone: (913) 232-8603

ATLAS PIER INSTALLATION LOG

JOB NO. 458
DATE Dec. 12, 1990
INSTALLED BY Bob Chitwood



CUSTOMER NAME: <u>Don Moss</u> SHEET <u>1</u> OF <u>1</u>			
JOB ADDRESS: <u>715 Lawrence Ave. Lawrence, Kansas 66044</u>			
PIER NUMBER: <u>1</u>		PIER NUMBER: <u>2</u>	
Section No. & PSI Load	Install Time	Section No. & PSI Load	Install Time
1. 500	3.0 Min.	1. 600	3.0 Min.
2. 700	4.0 Min.	2. 800	4.5 Min.
3. 4800	2.5 Min.	3. 4800	3.0 Min.
4.		4.	
5.		5.	
6.		6.	
7.		7.	
8.		8.	
9.		9.	
10.		10.	
"A" <u>3</u> Pier Sections @ 3' 6" = 10' 6"		"A" <u>3</u> Pier Sections @ 3' 6" = 10' 6"	
"B" Cut Off Section <u>20"</u>		"B" Cut Off Section <u>25"</u>	
"C" Ground Line to <u>4'</u> Base Plate		"C" Ground Line to <u>4'</u> Base Plate	
TOTAL DEPTH = <u>12' 10"</u>		TOTAL DEPTH = <u>12' 5"</u>	
PIER NUMBER: <u>5</u>		PIER NUMBER: <u>3</u>	
Section No. & PSI Load	Install Time	Section No. & PSI Load	Install Time
1. 600	2.0 Min.	1.	
2. 4800	5.0 Min.	2.	
3. 4800	0	3.	
4.		4.	
5.		5.	
6.		6.	
7.		7.	
8.		8.	
9.		9.	
10.		10.	
"A" <u>3</u> Pier Sections @ 3' 6" = 10' 6"		"A" <u>3</u> Pier Sections @ 3' 6" = 10' 6"	
"B" Cut Off Section <u>33"</u>		"B" Cut Off Section <u>22"</u>	
"C" Ground Line to <u>4'</u> Base Plate		"C" Ground Line to <u>4'</u> Base Plate	
TOTAL DEPTH = <u>11' 9"</u>		TOTAL DEPTH = <u>12' 8"</u>	
PIER NUMBER: <u>4</u>		PIER NUMBER: <u>3</u>	
Section No. & PSI Load	Install Time	Section No. & PSI Load	Install Time
1. 500	2.0 Min.	1. 500	2.0 Min.
2. 700	4.0 Min.	2. 600	2.0 Min.
3. 4800	2.5 Min.	3. 4800	3.5 Min.
4.		4.	
5.		5.	
6.		6.	
7.		7.	
8.		8.	
9.		9.	
10.		10.	
"A" <u>3</u> Pier Sections @ 3' 6" = 10' 6"		"A" <u>3</u> Pier Sections @ 3' 6" = 10' 6"	
"B" Cut Off Section <u>35"</u>		"B" Cut Off Section <u>35"</u>	
"C" Ground Line to <u>4'</u> Base Plate		"C" Ground Line to <u>4'</u> Base Plate	
TOTAL DEPTH = <u>11' 7"</u>		TOTAL DEPTH = <u>11' 7"</u>	
PIER NUMBER: <u>3</u>		PIER NUMBER: <u>3</u>	
Section No. & PSI Load	Install Time	Section No. & PSI Load	Install Time
1. 500	2.0 Min.	1. 500	2.0 Min.
2. 700	4.0 Min.	2. 600	2.0 Min.
3. 4800	2.5 Min.	3. 4800	3.5 Min.
4.		4.	
5.		5.	
6.		6.	
7.		7.	
8.		8.	
9.		9.	
10.		10.	
"A" <u>3</u> Pier Sections @ 3' 6" = 10' 6"		"A" <u>3</u> Pier Sections @ 3' 6" = 10' 6"	
"B" Cut Off Section <u>35"</u>		"B" Cut Off Section <u>35"</u>	
"C" Ground Line to <u>4'</u> Base Plate		"C" Ground Line to <u>4'</u> Base Plate	
TOTAL DEPTH = <u>11' 7"</u>		TOTAL DEPTH = <u>11' 7"</u>	

MAY CONSTRUCTION, INC.P.O. Box 750075
TOPEKA, KANSAS 66675

INVOICE

1811

(913) 232-8603

TO

Don Moss

715 Lawrence

Lawrence, Kansas 66044

DATE	ORDER NO.
Dec. 14, 1990	Job No. 458
SHIP TO	
Residence	

SALESPERSON	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS	
R.E. May	Dec. 10 - 13, 1990			Job Completion	
QUANTITY		DESCRIPTION		UNIT PRICE	TOTAL
5		Atlas Piers Installed		\$ 825 00	\$ 4,125 00
		Sales Tax @ 5.25%		216 56	216 56
		Total			\$ 4,341 56
		Less Deposit			1,447 00
		Balance Due			\$ 2,894 56
		<i>Paid in Full</i> <i>12-17-90 check #1364</i> <i>R.E. May</i>			

ORIGINAL

Thank You



Manufacturers

- Limited -

No. 003492

Ten Year Product Warranty

ATLAS SYSTEMS, INC. warrants the "Atlas Pier" for a period of ten years from the date of installation against manufacturing defects and workmanship. If an Atlas Pier should deteriorate or fail to function due to defects of its quality of manufacturing material or workmanship, ATLAS SYSTEMS, INC., will furnish new product material as replacement for the defective product. All replacement materials shall be furnished F.O.B. from the point of manufacture. This is a manufacturer's product warranty, and does not include the installation, or service of the Atlas Pier. Installation and service shall be furnished by the selling contractor as a service warranty for workmanship and service. This warranty covers the quality of the manufactured product.

Name of Buyer Don Moss Date Installed Dec. 12, 1990

Address of Installation 715 Lawrence Ave

City & State Lawrence, Kansas Zip 66044

No of Atlas Piers Installed 5

Authorized Contractor May Construction, Inc. X

Signature of Owner

NOTE: Duplicate must be mailed to manufacturer within 10 days of installation.

MAIL TO: ATLAS SYSTEMS, INC. - P.O. BOX 2209 - INDEPENDENCE, MO 64055



WHITE COPY — HOMEOWNER

YELLOW COPY — ATLAS SYSTEMS
(TO BE MAILED BY OWNER)

PINK COPY — CONTRACTOR FILE

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:

715 Lawrence Avenue, Lawrence, KS 66049

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

ADAM
SAP
(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.

ADAM
SAP
(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!**

RSF
(Initial)

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

CERTIFICATION OF ACCURACY:

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

SELLER Madeline D. Moss, Twister, Donald J. Moss

BUYER

SELLER Sheldon Moss, PRR, Madeline D. Moss

BUYER

LISTING AGENT Wesley S. Flory

SELLING AGENT

"AS IS" ATTACHMENT TO SALES CONTRACT

SELLER(s): Donald J. Moss and Madelyn D. Moss, Trustee

BUYER(s): _____

ADDRESS: 715 Lawrence Avenue
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.
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 Donald J. Moss

DATE

BUYER

DATE

SELLER Madelyn D. Moss, Trustee

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:
715 Lawrence Avenue, Lawrence, KS 66049.

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

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

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

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

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

Buyer

Buyer

Date: _____

Date: _____

Received by Sellers Agent/Representative: _____
Signature Date

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

Buyers Initials: _____

Buyers Initials: _____

BUYING OR SELLING

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

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



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

REAL ESTATE BROKERAGE RELATIONSHIPS



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

October 1997



**SELLER'S AGENT
or
DESIGNATED SELLER'S AGENT**

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

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

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

The SELLER'S Agent has no duty to:

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

Buyer/Seller

Buyer/Seller

**BUYER'S AGENT
or
DESIGNATED BUYER'S AGENT**

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

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

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

The BUYER'S Agent has no duty to:

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

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

**TRANSACTION BROKER
for
RESIDENTIAL TRANSACTIONS**

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

The Transaction Broker is responsible for performing the following duties:

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