

Real Estate Auction

Auction: June 6, 2024 • 6:30 PM

Note: Thursday evening auction held on site.



**2817 Winterbrook Drive
Lawrence, KS 66047**

3 bedroom, 2 bath home on just under half acre lot in Southwest Lawrence. Property has been condemned by the City, new owner will have the choice to remove current residence from foundation and rebuilt OR correct all violations noted. This is a large beautiful lot with mature trees backing up to Green Meadows Park. We encourage prospective buyers to come to scheduled open house or schedule private showing for inspection prior to auction date.



**PROPERTY OPEN
FOR INSPECTION:**
Sunday, May 26th 1-3pm
Thursday, May 30th 4-6pm



Jason Flory

**Agent/Auctioneer
785-979-2183**

1162 N 550 Rd, Baldwin City, KS 66006

VISIT www.FloryAndAssociates.com for additional Information.

PROPERTY VIEWING:

***2817 Winterbrook Drive
Lawrence, KS***

Property open for viewing:

May 26, 2024 • Sunday • 1-3 pm

May 30, 2024 • Thursday • 4-6 pm

Or by Appointment!

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

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



Jason W. Flory, Auctioneer/Agent
785-979-2183
Email: Jasonwflory@gmail.com
Www.FloryAndAssociates.com
Wendy Flory, Broker ~ 785-979-2923

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AUCTION TERMS and CONDITIONS:

Properties being Sold: 2817 Winterbrook Drive, Lawrence, KS 66047

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 **ELAND TITLE COMPANY, LLC**. 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 **SUNDAY, May 26th 1-3 pm & THURSDAY, May 30th 4-6 pm 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 2024 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 **July 8, 2024** 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 PRECEDANCE OVER PREVIOUSLY PRINTED OR STATED ADVERTISEMENT.**

I have read & understand the TERMS & CONDITIONS of this auction. To be signed by Bidder/Potential Buyer when obtaining a bidders number.

Buyer

Buyer

PROPERTY OWNER:

Kenton J. Slaubaugh, Deceased

LEGAL DESCRIPTION:

2817 Winterbrook Drive, Lawrence, KS

Lot 16A, as shown by the Plat of Survey of Lots 15 and 16, Block 3, Green Meadows Subdivision, a Subdivision in the City of Lawrence, filed in Book P17, Page 2, in the office of the Register of Deeds of Douglas County, Kansas.



Property has been condemned by the City of Lawrence. Please see paperwork (PAGES: 13-20). Prospective buyer can either correct sited items or remove property from foundation. Please feel free to contact the City of Lawrence with specific questions.



**2817 Winterbrook Drive
Lawrence, KS 66047**



2817 Winterbrook Drive Lot 16A

142119

LOT SPLIT

No. 78-98

Lot Split of Lots 15 and 16, Block 3, Green Meadows Subdivision, a Subdivision in the City of Lawrence,
Douglas County, Kansas.



No. 142119

INDEX
NUMERICAL INDEX

SCALE: 1"=30'
ALL BEARINGS ARE ASSUMED
• 5/8" Iron Pin Set
○ Iron Pin Found
⊕ Pointed cross on manhole
M.F.C. MINIMUM FLOOR ELEVATION

State of Kansas, Douglas County, SS.
Filed and Entered in Vol. 117
Page 2 at 3:45 o'clock P. M.
AUG - 7 1998
By [Signature] Register of Deeds
Deputy



NOTE:
Lot 15A and Lot 16A will provide the trees
as identified for Lot 15 and 16, Book 464,
Page 1360, Master Street Tree Plan recorded
with the Register of Deeds office.

STATE OF KANSAS }
COUNTY OF DOUGLAS }

BE IT REMEMBERED, THAT ON THIS 6th DAY OF August, 1998
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY
AND STATE AFORESAID, CAME BRIAN T. FONTENOT AND AMY C. FONTENOT,
HIS WIFE, AND KENTON J. SLAUBAUGH WHO ARE PERSONALLY KNOWN TO ME
TO BE THE SAME PERSONS, WHO EXECUTED THE FOREGOING INSTRUMENT OF
WRITING, AND DULY ACKNOWLEDGE THE EXECUTION OF THE SAME.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIRMED
MY NOTARIAL SEAL ON THE DAY AND YEAR LAST WRITTEN ABOVE.

[Signature]
NOTARY PUBLIC

November 22, 2000
MY COMMISSION EXPIRES

OWNERS
BRIAN T. FONTENOT
LOT 15A

AMY C. FONTENOT
LOT 15A

[Signature]
KENTON J. SLAUBAUGH
LOT 16A

ENDORSEMENT:
LINDA FROGER
DIRECTOR OF PLANNING



I HEREBY CERTIFY THAT THE MEASUREMENTS AND ANGLES OF
THIS SURVEY ARE CORRECT, TO THE BEST OF MY KNOWLEDGE,
THIS 7th DAY OF July, 1998, AND THAT ALL
PROPERTY CORNERS HAVE BEEN SET OR FOUND.

FRED C. ROGERS, L.S.-64
8/6/98

LAND RECORDS APPLICATION

CAMA VIEW

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

PROPERTY DETAILS

Value and Tax Information

GENERAL PROPERTY INFORMATION							
Owner 1 Name		Full Address		PIN	Plate	Book	Page
SLAUBAUGH KENTON J		2817 WINTERBROOK DR, LAWRENCE, KS		023-112- 10-0-40- 07-017.00- 0	U17005- 40	526	1211
						11/23/1994 *	
Living Units	Map/Routing	Neighborhood	Property Class	Tax Unit Group	Zoning	Home Site Land Size	Ag Land Size
1	P02	633.0	R	000051	RS7	18,661.0 Sqft	0 Acres

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

PROPERTY FACTORS			
Access	Fronting	Location	Parking Proximity
Paved Road	Residential Street	Neighborhood or Spot	On Site
Parking Quantity	Parking Type	Topography	Utilities
Adequate	On and Off Street	Level - 1	All Underground

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

LAST INSPECTION		
Date	Time	Appraiser
12/6/2022	10:00:00 AM	VAL

BUILDING PERMITS
<i>There are no building permit records for this property.</i>

SALES INFORMATION				
Sale Date	Sale Price	COV	Validity	Type
8/1/1998	\$1,250	023711	Excessive Personal Property	Land Only
4/1/1994	\$97,300	011156	Involved Additional Parcels	Land Only
3/1/1994	\$11,000	010977	Change After Sale	Land Only

OTHER BUILDING COMPONENTS
<i>There are no other building component records for this property.</i>

OTHER BUILDING IMPROVEMENTS
<i>There are no other building improvement records for this property.</i>

BUILDING PHOTO(S)

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
1994	Single-family Residence	Average	Detached SFR unit	One Story
Architectural Style	Basement Type	CDU	Foundation	Total Living Area
Ranch	Slab	AV	None - 1	1,224 Sqft
Bed Rooms	Full Baths	Half Baths	Family Room	Total Rooms
3	2	0	1	7

RESIDENTIAL BUILDING COMPONENTS

Component	Quality	Units	Percentage	Year Added
Attached Garage (SF)		712		
Automatic Floor Cover Allowance				
Composition Shingle			100%	
Frame, Plywood or Hardboard			100%	
Garage Finish, Attached (SF)		712		
Open Slab Porch (SF)		100		
Plumbing Fixtures (#)		8		
Plumbing Rough-ins (#)		1		
Raised Slab Porch (SF) with Roof		96		
Raised Slab Porch (SF) with Roof		35		
Single 1-Story Fireplace (#)		1		
Slab on Grade (% or SF)		1224		
Warmed & Cooled Air			100%	

DGCAMA Property Record Card

Parcel ID: 023-112-10-0-40-07-017.00-0

Quick Ref: R31995

Tax Year: 2024

Run Date: 3/28/2024 8:28:24 AM

OWNER NAME AND MAILING ADDRESS	
SLAUBAUGH KENTON J	
2817 WINTERBROOK DR	
LAWRENCE, KS 66047	
PROPERTY SITUS ADDRESS	
2817 WINTERBROOK DR	
LAWRENCE, KS	



Image Date: 09/18/2018

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

GENERAL PROPERTY INFORMATION	
Prop Class:	R Residential - R
Living Units:	1
Zonina:	RS7
Neighborhood:	633.0 633.0
Economic Adj. Factor:	
Map / Routina:	P02 / U17005-40
Tax Unit Group:	000051-City Law-WHE Drainage - 051

PROPERTY FACTORS	
Topograpbhv:	Level - 1
Utilities:	All Underground
Access:	Paved Road
Fronting:	Residential Street
Location:	Neighborhood or Spot
Parking Type:	On and Off Street
Parking Quantitv:	Adequate
Parking Proximitv:	On Site
Parking Covered:	
Parking Uncovered:	

TRACT DESCRIPTION	
GREEN MEADOWS SUB BLK 3 LT 16ADESC AS-BEG AT NW COR LT 16 THN61DEG45'15"E 168.19 FT.SD PT BEING ON WLY R/W LINE WINTERBROOK DR-TH AROUND RADIAL CURVE TO RIGHT HAVING DELTA ANGLE 11DEG02'40" RADIUS 367.16 FT CHORD LENGTH 70.67 FT WITH CHORD OF S20DEG43'56"E & ARC LENGTH 70.78 FT T...	

Prop-FN: GN

INSPECTION HISTORY				
Date	Time	Code	Reason	Appraiser
12/06/2022	10:00 AM	FR	FR	VAL
12/17/2021	11:46 AM	FR	FR	376
11/19/2020	11:00 AM	FR	FR	376

BUILDING PERMITS				
Number	Amount	Type	Issue Date	Status
				% Comp

2024 APPRAISED VALUE				
Cls	Land	Building	Total	
R	50,000	187,600	237,600	
Total			237,600	

2023 APPRAISED VALUE				
Cls	Land	Building	Total	
R	48,000	189,200	237,200	
Total			237,200	

PARCEL COMMENTS

MISCELLANEOUS IMPROVEMENT VALUES		NEW CONSTRUCTION	
Class	Value	Class	Value
		Reason Code	Reason Code

MARKET LAND INFORMATION									
Method	Type	AC/ISF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2
Soft	1-Primarv Site		18.661						

Total Market Land Value 50,000

DGCAMA Property Record Card

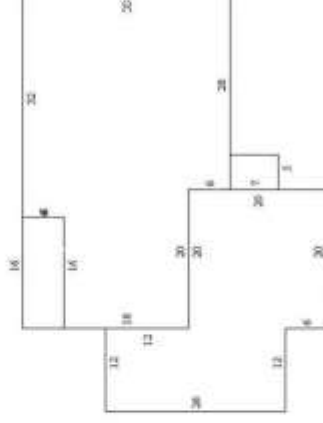
Parcel ID: 023-112-10-0-40-07-017.00-0

Quick Ref: R31995

Tax Year: 2024

Run Date: 3/28/2024 8:28:24 AM

DWELLING INFORMATION			COMP SALES INFORMATION			IMPROVEMENT COST SUMMARY					
Res Type:	1-Single-Family Residence		Arch Style:	02-Ranch		Dwelling RCN:	214,690				
Quality:	3.00-Average		Bsmt Type:	1-Slab		Percent Good:	84				
Year Blt:	1994		Est:	Total Rooms:	7	Bedrooms:	3	Mkt Adj:	100	Eco Adj:	100
Eff Year:				Family Rooms:	1			Building Value:	180,340		
MS Style:	1-One Story			Full Baths:	2	Half Baths:	0	Other Improvement RCN:	0		
LBCSStruct:	1110-Detached SFR unit			Garage Cap:	3			Other Improvement Value:			
No. of Units:				Foundation:	None - 1			CALCULATED VALUES			
Total Living Area:								Cost Land:	50,000		
Calculated Area:	1,224							Cost Building:	180,340		
Main Floor Living Area:	1,224							Cost Total:	230,340		
Upper Floor Living Area Pct:								Income Value:	0		
CDU:	AV							Market Value:	237,600		
Phys/Func/Econ:	AV / /							MRA Value:	251,200		
Ovr Pct Gd/Rsn:								Weighted Estimate:	236,400		
Remodel:								FINAL VALUES			
Percent Complete:								Value Method:	MKT		
Assessment Class:								Land Value:	50,000		
MU Cls/Pct:								Building Value:	187,600		
								Final Value:	237,600		
								Prior Value:	237,200		



BUILDING COMMENTS

DwellCom: A1-19 0712sf, A2-11 0096sf, A3-11 0035sf

SKETCH VECTORS

A0CU6L20U18R16U6R32D30L28A1D14CL20U6L12U26R12D12R20
D20A2U24L4CL16X6A3CR5X7 H

DWELLING COMPONENTS				
Code	Units	Pct	Quality	Year
104-Frame, Plywood or Hardboard		100		
208-Composition Shingle		100		
351-Warmed & Cooled Air		100		
402-Automatic Floor Cover Allowance				
601-Plumbing Fixtures	8			
602-Plumbing Rough-ins	1			
621-Slab on Grade	1,224			
641-Single 1-Story Fireplace	1			
701-Attached Garage	712			
736-Garage Finish, Attached	712			
901-Open Slab Porch	100			
905-Raised Slab Porch with Roof	96			

DOCUMENTATION OF CONDEMNATION

Provided by:

**City of Lawrence
Planning & Development Services
1 Riverfront Plaza, Suite 320
Lawrence, KS 66044
785-832-3345**



City of Lawrence

PLANNING & DEVELOPMENT SERVICES

1 Riverfront Plaza, Suite 320

Lawrence, KS 66044

www.lawrenceks.org/pds/

(785)832-3345

NOTICE AND ORDER

OWNER OF RECORD:

**SLABAUGH KENTON J
2817 WINTERBROOK DR
LAWRENCE, KS 66047**

08/01/2022

Ref: 2817 WINTERBROOK DR 112-10-0-40-07-017-00-0

Case No: CE-22-00746

As owner of the premises at 2817 WINTERBROOK DR., you have been found by the Code Compliance Officer to be in violation of the Lawrence City Code. This code makes it unlawful for any person to allow, on any residential, commercial or industrial premises, injurious or detrimental conditions.

Information about the violation(s) specific to your property is listed on the attached sheet.

You have until **9/01/22** to correct the violation or 14 days from the date of this letter to request a hearing in writing before the Building Code Board of Appeals on this matter. Failure to correct the violation or request a hearing may result in prosecution and/or abatement of the condition(s) by the City with costs assessed to you. Each day the violation(s) remain(s) after the abatement date will constitute a separate offense.

IMPORTANT: Notices of Violation are issued so the situation will be called to the attention of the person responsible. Ordinances of the City are intended to benefit citizens and make our City a better place in which to live. Your cooperation and understanding will be sincerely appreciated.

If you have any questions concerning this, please contact the Code Compliance Division; Inspector Dan Devin at 785-832-3346 and reference Case No: CE-22-00746.

Sincerely,

Brian Jimenez
Code Official – Assistant PDS Director

**City of Lawrence, Kansas
Planning and Development Services**

Inspection Report

Address: 2817 WINTERBROOK DR
LAWRENCE, KS
66047

Reference#: CE-22-00746

Inspector: Dan Devin

Date: 08/01/2022

Code Edition: "The Code of the City of Lawrence, Kansas, 2018 Edition, and Amendments Thereto"

Violations:

Violation Detail

304.7 304.7 ROOFS AND DRAINAGE

Violation Description

The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions.

Corrective Action Required:

Numerous deteriorated and/or missing shingles on the roof. Repair roof to make in sound condition.

Violation Detail

304.6 304.6 EXTERIOR WALLS

Violation Description

All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

Corrective Action Required:

Numerous areas of rotted and/or fascia, soffit, and damaged siding including holes in the exterior walls and chimney. Repair/replace damaged materials and seal and paint for protection.

Violation Detail

304.13 304.13 WINDOW, SKYLIGHT AND DOOR FRAMES

Violation Description

Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

Corrective Action Required:

Rotted and/or water damaged doors and windows including the trim. Replace any broken windows and repair/replace all affected surfaces to make windows and doors in sound condition. Seal and paint.

Violation Detail

304.7 304.7 ROOFS AND DRAINAGE

Violation Description

The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions.

Corrective Action Required:

Gutter falling off home. Secure gutter to the structure.

Violation Detail

302.8 302.8 INOPERABLE VEHICLES

Violation Description

Except as premises that are approved for a use that permits the parking or storage of inoperable vehicles, as regulated by the City's Land Development Code, codified as amended at Chapter 20 of the City Code, no inoperable vehicle, unlicensed motor vehicle or recreation vehicle shall be parked, kept or stored on exterior property, and no vehicle, recreation vehicle, or trailer shall, at any time, be in a state of disassembly, disrepair, or in the process of being stripped or dismantled on exterior property. Exception: A vehicle of any type is permitted to undergo major overhaul, including engine work, body work or painting, provided that such work is performed inside a structure or similarly enclosed area designed for such purposes and property's zoning district allows for such work to be performed as regulated by Chapter 20, Article 4 of the City Code, as amended.

Corrective Action Required:

Two unlicensed vehicles in the driveway. One vehicle is a gold Kia Soul with expired tag Douglas County KS 453 HXB. One tan Toyota Corolla without a tag. License the vehicles or remove the vehicles from the driveway and/or street.



City of Lawrence
PLANNING & DEVELOPMENT SERVICES

1 Riverfront Plaza, Suite 320

Lawrence, KS 66044

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(785)832-3345

NOTICE OF CONDEMNATION

OWNER OF RECORD:

**SLABAUGH KENTON J
2817 WINTERBROOK DR
LAWRENCE, KS 66047**

05/25/23

Ref: 2817 WINTERBROOK DR 112-10-0-40-07-017-00-0

Case No: CE-22-00746

As owner of the premises at 2817 WINTERBROOK DR, you have been found by the Code Compliance Officer to be in violation of the Lawrence City Code. This code makes it unlawful for any person to allow, on any residential, commercial or industrial premises, injurious or detrimental conditions.

An interior inspection was conducted with you present on March 23, 2023. At that time we discussed that you would take steps to repair or sale the property. Emails and calls from our office since that time have gone unanswered.

Due to the extreme lack of maintenance on the exterior and unsanitary conditions of the interior, the structure has been declared an unsafe structure and a structure unfit for human occupancy and has been condemned.

Effective immediately, there shall be no person on the premises outside the hours of 7:00am – 7:00pm for the sole purpose of retrieving possessions and/or cleaning the unit.

Our office will proceed to present to the City Commission a Resolution to repair or remove the structure located at 2817 Winterbrook Drive. You will be legally notified of the time and place.

Information about the violation(s) specific to your property is listed on the attached sheet.

If you have any questions concerning this, please contact the Code Compliance Division; Inspector Dan Devin at 785-832-3346 and reference Case No: CE-22-00746.

Sincerely,

Brian Jimenez
Code Official – Assistant PDS Director

**City of Lawrence, Kansas
Planning and Development Services**

Inspection Report

Address: 2817 WINTERBROOK DR
LAWRENCE, KS
66047

Reference#: CE-22-00746

Inspector: Dan Devin

Date: 05/25/23

Code Edition: "The Code of the City of Lawrence, Kansas, 2018 Edition, and Amendments Thereto"

Violations:

Violation Detail

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Corrective Action Required:

Two unlicensed vehicles in the driveway. One vehicle is a gold Kia Soul with expired tag Douglas County KS 453 HXB. One tan Toyota Corolla without a tag. License the vehicles or remove the vehicles from the driveway and/or street.

Violation Detail

108.1.3 108.1.3 STRUCTURE UNFIT FOR HUMAN OCCUPANCY

Violation Description

A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

Corrective Action Required:

Interior of home is full of trash and rubbish leaving almost no portion of the floor visible. Some areas the piles of rubbish are near the ceiling height. There is an animal carcass near the front door. There is significant mold on the drywall in the kitchen bar area and the bathroom is unusable. Interior of home needs all rubbish and trash completely cleared out to even assess possible further damage. All mold

needs to be remediated and affected surfaces removed. All flooring will need to be removed and all surfaces cleaned and sanitized by a professional cleaning company.

Violation Detail

108.1.1 108.1.1 UNSAFE STRUCTURES

Violation Description

An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

Corrective Action Required:

The home is severely dilapidated. A licensed contractor will need to assess the structure and components of the home to determine the extent of the repairs to make the structure safe and in sound condition.

PRELIMINARY TITLE COMMITMENT

Provided by:

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



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Eland Title Company, LLC
Issuing Office: 1420 Wakarusa Drive, Suite 201, Lawrence, KS 66049
Issuing Office's ALTA® Registry ID: 1134058
Loan ID No.:
Commitment No.: 240474L-1
Issuing Office File No.: 240474L
Property Address: 2817 Winterbrook Drive, Lawrence, KS 66047

SCHEDULE A

1. Commitment Date: April 2, 2024 at 08:00 AM
Revised Date: April 16, 2024 at 11:37 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (07/07/21)
Proposed Insured: **TO BE DETERMINED**
Proposed Amount of Insurance: **\$TBD**
The estate or interest to be insured: Fee Simple
 - b. ALTA Loan Policy (07/01/21)
Proposed Insured: **TO BE DETERMINED**
Proposed Amount of Insurance: **\$TBD**
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple.
4. The Title is, at the Commitment Date, vested in:

The Estate of Kenton Slaubaugh, deceased
5. The Land is described as follows:

Lot 16A, as shown by the Plat of Survey of Lots 15 and 16, Block 3, Green Meadows Subdivision, a Subdivision in the City of Lawrence, filed in Book P17, page 2, in the office of the Register of Deeds of Douglas County, Kansas.

This page is only a part of a 2021 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE A
(Continued)

Date: April 12, 2024
Eland Title Company, LLC



Paulette R. Ogilvie, Authorized Signor

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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. (Documents to be listed here)

The Kansas court system was affected by a security incident limiting the ability to search, file and/or post documents affecting title to the Land. Closing will not be able to take place until all issues relating to this matter have been resolved and an updated search performed. We reserve the right to make additional requirements and/or exceptions.

NOTE: If closing is unable to be delayed, we will require an Indemnity (Off-Record Matters) Affidavit to be signed in order for policy to be issued – if Affidavit is not signed, the following exceptions will appear on the final policy:

Owner's Policy:

Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the Kansas court system, including, but not limited to, (i) an inability to search the Public Records, or (ii) any delay in recordation of filing of documents affecting title to the Land in the Public Records.

Loan Policy:

Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the Kansas court system, including, but not limited to, (i) an inability to search the Public Records, or (ii) any delay in recordation of filing of documents affecting title to the Land and/or the priority of the lien of the Insured Mortgage 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. In the District Court of Douglas County, Kansas appears, Case No. 2023 PR 300036, entitled In the Matter of the Estate of Kenton Slaubaugh, deceased, wherein Peition was filed November 29, 2023 and The Trust Company of Kansas was appointment Administrator of the estate.

REQUIREMENTS: Order from the court authorizing the propopsed sale of subject property.

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SCHEDULE B

(Continued)

7. Administrator's Deed properly executed from The Trust Company of Kansas as Administrator of the Estate of Kenton Slaubaugh, Deceased, to _____, which it must recite the actual consideration therefore and state that it is given pursuant to the Order of the Court, together with Kansas Real Estate Validation Questionnaire fully completes and signed to accompany said Deed.
8. Sign and deliver to Eland Title Company, LLC a fully executed Affidavit by Seller prior to the issuance of the final title binder.
9. For Information Only: 2023 Real Estate taxes in the amount of \$3,877.73 are First Half Paid. Tax ID Number: U17005-40 and Quick Ref ID: R31995. Address: 2817 Winterbrook Drive, Lawrence, KS 66047

Eland Title Company LLC
1420 Wakarusa Drive, Suite 201
Lawrence, KS 66049
Ph: 785-841-0505

For Questions regarding TITLE, please contact: Paulette Ogilvie, email address:
paulette@elandtitleco.com

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

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SCHEDULE B
(Continued)

SCHEDULE B, PART II - EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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 second half 2023 and subsequent years.
9. Easements, restrictions and reservations, if any, as shown on the recorded plat.
10. Master Street Tree Plan as more fully described in the instrument recorded in Book 464 at page 1360.
11. Terms and provisions of the Agreement with the City of Lawrence recorded in Book 512 at page 1213, regarding future improvements of streets and sidewalks.

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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:

2817 Winterbrook Drive IN THE CITY OF Lawrence,
COUNTY OF Douglas County, 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)

SELLER ☐ IS ☒ IS NOT currently occupying the property. SELLER has owned property since: _____.

SELLER'S INFORMATION

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

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

SECTION A – APPLIANCES

	Working	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 type="checkbox"/>
<input type="checkbox"/> Attachments Included <input type="checkbox"/> Pre-Plumbed only <input type="checkbox"/> Other				
2. Clothes Dryer.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Gas <input type="checkbox"/> Electric				
3. Clothes Washer.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Dishwasher.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Disposal.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Freezer – Free Standing.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Refrigerator.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Microwave Oven.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Built in <input type="checkbox"/> Free Standing				
9. Wall Oven.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Single <input type="checkbox"/> Double <input type="checkbox"/> Other				
10. Cook Top.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Gas <input type="checkbox"/> Electric				
11. Range/Stove.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Free Standing <input type="checkbox"/> Drop-In <input type="checkbox"/> Other				
12. Range Ventilation System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Trash Compactor.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Exterior Grill – Built in.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. TV Antenna/Satellite Dish.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Other:.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Other:.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

All
Unknown

Comments/Explanations from Section A:

HOUSE IS CONDEMNED BY CITY
Seller has not inspected THE INTERIOR

SELLER Initial/Date

4/8/24
ML

SELLER Initial/Date



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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Capacity: _____ AMPS (helpful hint – see main breaker panel)				
<input type="checkbox"/> Circuit Breakers <input type="checkbox"/> Fuses				
2. Type of Electrical Wiring: <input type="checkbox"/> Copper <input type="checkbox"/> Aluminum <input type="checkbox"/> Unknown				
3. 220 Volt Service (i.e., stove, a/c, dryer).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Cable TV wiring & Jacks: Number of Jacks _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Telephone Wiring & Jacks: Number of Jacks _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Ceiling Fans: Number of Ceiling Fans _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Doorbell.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Electrical Outlets & Switches.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Bathroom Vent Fan(s).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Light Fixtures.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Intercom System – Built-in.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Sound System – Built-in.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Speakers – Built-in; <input type="checkbox"/> Wiring – Built-in.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. High Speed Internet Wiring.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Cable <input type="checkbox"/> DSL <input type="checkbox"/> Satellite <input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Number of Jacks: _____				
14. Security System (<input type="checkbox"/> Pre-Wired Only).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Smoke/Fire Alarm.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Number of Smoke/Fire/Heat Detectors: _____				
16. Sauna (<input type="checkbox"/> Steam <input type="checkbox"/> Dry).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Garage Door Opener(s): Number of Remotes _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Garage Door Keyless Entry.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments/Explanations from Section B:

SECTION C – HVAC SYSTEMS

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

Comments/Explanations from Section C:

SELLER Initial/Date

4-8-24

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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Connected to Treated Water System: <input type="checkbox"/> City <input type="checkbox"/> Rural				
<input type="checkbox"/> Well <input type="checkbox"/> Cistern <input type="checkbox"/> Other: _____				
Rural Water District # _____ Phone # _____				
2. Sewage System.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property is connected to: <input type="checkbox"/> City Sanitary Sewer System				
<input type="checkbox"/> Septic System <input type="checkbox"/> Lagoon <input type="checkbox"/> Other: _____				
3. Plumbing				
Water/Supply Lines.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewer/Waste Lines.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plumbing Fixtures & Faucets.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grinder Pit / Lift Station.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Jetted Tub.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Hot Tub.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Sump Pump.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Discharges to _____				
Number of Sump Pumps _____				
7. Swimming Pool.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Above Ground <input type="checkbox"/> In Ground				
8. Underground Sprinkler System.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Installed: <input type="checkbox"/> Professionally <input type="checkbox"/> Homeowner <input type="checkbox"/> Unknown				
9. Water Heater.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Electric <input type="checkbox"/> Other				
Number of Water Heaters _____; Age _____; Gals. _____				
10. Water Purifier.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Water Softener <input type="checkbox"/> Leased <input type="checkbox"/> Owned.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments/Explanations from Section D:

SECTION E – STRUCTURAL CONDITIONS

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

SELLER initial/Date

4-8-24
[Signature]

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

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

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

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

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

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

For online tax info visit: http://www.douglas-county.com/online_services/valuetaxes/disclaimer.asp.

For Pending/Certified Special Assessment info visit: <http://www.lawrenceks.org/specialassessment/>

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

Total balance of remaining special taxes: \$ _____

Certified Special Taxes: please itemize below:

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

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

SELLER Initial/Date _____

SELLER initial/Date _____



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 type="checkbox"/>	<input checked="" type="checkbox"/>
13. Any lawsuits against the SELLER threatening, or affecting, this real property.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Any Home Owners Association (HOA) which has authority over the real property.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Association contact person: _____ Phone _____			
15. Are Home Owner's Association (HOA) dues/fees assessed against the property.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dues: \$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 type="checkbox"/>	<input type="checkbox"/>
17. Any problems related to any common area.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

SECTION H – OTHER DISCLOSURES: FOR QUESTIONS CONCERNING ZONING OF ANY ADJACENT PROPERTY, CONTACT THE LAWRENCE/DOUGLAS COUNTY PLANNING DEPARTMENT AT 832-3150, OR THE LOCAL CITY/COUNTY ZONING DEPARTMENT IF THIS PROPERTY IS LOCATED OUTSIDE OF DOUGLAS COUNTY.

Lawrence/Douglas County Planning Info at: <http://www.lawrenceks.org/pds/>

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

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

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

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

Other Routine/Recurring Maintenance _____

Comments/Explanations from Section I: _____

SELLER Initial/Date

4-8-24
[Signature]

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:

All Contents

2. ITEMS RESERVED BY SELLER:

DONE

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?

HOUSE WAS CONDEMNED

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 *EVER* 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.

Kenton Staebauagh Estate

J. Michael Davies

Print SELLER NAME and Title (if Applicable)

SELLER'S Signature

Date

Print SELLER NAME and Title (if Applicable)

SELLER'S Signature

Date

SELLER Initial/Date

MD 4/8/24

SELLER Initial/Date



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

MS
4-8-24

SELLER Initial/Date



BUYER Initial/Date

BUYER Initial/Date

"AS IS" ATTACHMENT TO SALES CONTRACT

SELLER(s): The Estate of Kenton Slaubaugh, Deceased by J. Michael Davies (The Trust Company of KS, Administrator

BUYER(s): _____

ADDRESS: 2817 Winterbrook Drive
Lawrence, Kansas 66047

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

☒ EXCEPTIONS AS FOLLOWS: Property is being sold at Auction. Buyer has had opportunity to
inspect property prior to auction date. Buyer accepts property in its as is condition.

SELLER

DATE

BUYER

DATE

SELLER

DATE

BUYER

DATE



INSPECTION WAIVER

It is understood and agreed that Buyer hereby waives the following inspections for the property located at:
2817 Winterbrook Drive, Lawrence, KS 66047

CHECK BOX(ES) FOR INSPECTION(S) TO BE WAIVED

- ☒ TERMITE/WOOD-DESTROYING/PEST INFESTATION
- ☒ MECHANICAL EQUIPMENT, PLUMBING & ELECTRICAL SYSTEMS, HVAC
- ☒ STRUCTURAL
- ☒ 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.

**FLORY &
ASSOCIATES**

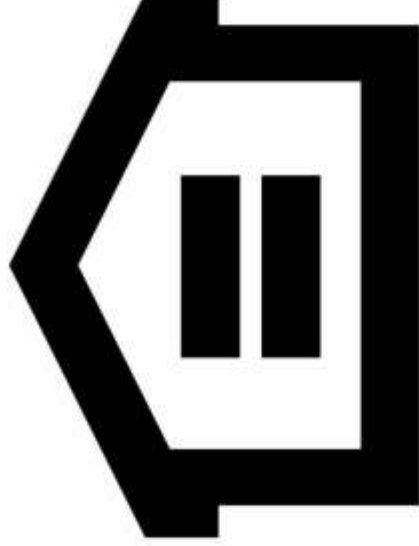
REALTY & AUCTIONS

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.



**EQUAL HOUSING
OPPORTUNITY**

October 1997



REAL ESTATE BROKERAGE RELATIONSHIPS BROCHURE

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

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

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

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

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

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

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

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

The transaction broker is responsible for performing the following duties:

- protecting the confidences of both parties
- exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- disclosing to the parties all adverse material facts actually known by the transaction broker

Agents and Transaction Brokers have no duty to:

- conduct an independent inspection of the property for the benefit of any party
- conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

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

Licensee

Real estate company name approved by the commission

Supervising/branch broker

Buyer/Seller Acknowledgement (not required)

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

BRRETA BROCHURE

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