

# Real Estate Auction

**Auction: July 18, 2024 • 6:30 PM**

Note: Thursday evening auction held on site.



**615 Jersey Street, Baldwin City, KS 66006**

## **ATTENTION INVESTORS!!!**

**4 bedroom, 2 bath on basement in the heart of Baldwin City. With curved walls, beveled glass doors and stained glass & Etched windows, we are sure this was a show place in its time. Now it is ready for you to bring it back to life! We encourage prospective buyers to come to scheduled open house or schedule private showing for inspection prior to auction.**

OPEN FOR INSPECTION:  
Thursday, July 11th, 2-6pm  
Or by Appointment



**Jason Flory**

Agent/Auctioneer  
785-979-2183

1162 N 550 Rd, Baldwin City, KS 66006

**VISIT [www.FloryAndAssociates.com](http://www.FloryAndAssociates.com) for additional Information.**

# **PROPERTY VIEWING:**

***615 Jersey Street  
Baldwin City, KS***

Property open for viewing:

**July 11, 2024 • Thursday • 2-6 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". **Your bidding is not contingent on Inspections.**



Jason W. Flory, Auctioneer/Agent  
785-979-2183  
Email: [FloryAndAssociates@gmail.com](mailto:FloryAndAssociates@gmail.com)  
[www.FloryAndAssociates.com](http://www.FloryAndAssociates.com)  
Wendy Flory, Broker ~ 785-979-2923

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# *AUCTION TERMS and CONDITIONS:*

**Properties being Sold:** 615 Jersey Street, Baldwin City, KS 66006

**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 **THURSDAY, July 11th 2-6 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 **August 17th, 2024** or a date mutually agreed upon between the Buyer and Seller conducted at the office of **Eland Title Company – Baldwin City, 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.**

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Buyer

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Buyer

PROPERTY OWNER:

***Jerry Dean Fincher***

LEGAL DESCRIPTION:

615 Jersey Street, Baldwin City, KS

Lot Ninety-Six (96) and the East Half (E1/2) of Lot Ninety eight (98) on Jersey Street,  
in the City of Baldwin , in Douglas County, Kansas.



# 615 Jersey Street, Baldwin City, KS 66006







**615 Jersey Street  
Baldwin City, KS 66006**



## 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	
FINCHER JERRY D		615 JERSEY ST, BALDWIN, KS		023-202-04-0-40-14-003.00-0	B01504A	1211	2306	<a href="#">05/09/2022 *</a>
Living Units	Map/Routing	Neighborhood	Property Class	Tax Unit Group	Zoning	Home Site Land Size		Ag Land Size
1	P02	805.0	R	000001	R-1	10,500.0 Sqft		0 Acres

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

## PROPERTY FACTORS

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

## 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
7/3/2023	08:44:00 AM	376

## BUILDING PERMITS

There are no building permit records for this property.

## SALES INFORMATION

Sale Date	Sale Price	COV	Validity	Type
7/15/2014	\$51,050	063395	Foreclosure or Repossession	Land & Building
9/1/1994	\$66,250	012613	Not Open Market	Land & Building

## Sales Validation Questionnaire Downloads (TIFF format)

[SVQ 1](#)

## OTHER BUILDING COMPONENTS

Component	Percentage	Unit
Flagstone on Sand Base Grouted		534

## OTHER BUILDING IMPROVEMENTS

Improvement	Quantity	Year Built	Area	Stories	Rank
Site Improvements	1	1880	10	1	2.67

## BUILDING PHOTO(S)





## 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
1880	Single-family Residence	Average+	Detached SFR unit	2 1/2 Story Unfinished
Architectural Style	Basement Type	CDU	Foundation	Total Living Area
Old Style	Crawl	AV-	Stone - 4	3,342 Sqft
Bed Rooms	Full Baths	Half Baths	Family Room	Total Rooms
4	2	0	1	8

RESIDENTIAL BUILDING COMPONENTS				
Component	Quality	Units	Percentage	Year Added
Automatic Floor Cover Allowance				
Composition Shingle			100%	
Enclosed Wood Deck (SF), Screened Walls		222		
Enclosed Wood Deck (SF), Solid Wall		192		
Frame, Metal or Vinyl Siding			100%	
Plumbing Fixtures (#)		10		
Plumbing Rough-ins (#)		1		
Raised Slab Porch (SF) with Roof		50		
Raised Subfloor (% or SF)		2467		
Slab on Grade (% or SF)		875		
Slab Porch (SF) with Roof		72		
Warmed & Cooled Air			100%	
Wood Deck (SF)		360		
Wood Deck (SF) with Roof		40		

DGCAMA Property Record Card

Parcel ID: 023-202-04-040-14-003.00-0

Quick Ref: R38349

Tax Year: 2024

Run Date: 6/18/2024 4:58:47 PM

OWNER NAME AND MAILING ADDRESS

FINCHER, JERRY D

615 JERSEY ST  
BALDWIN CITY, KS 66006  
PROPERTY SITUS ADDRESS  
615 JERSEY ST  
BALDWIN CITY, KS 66006



R38349 08/08/2023

LAND BASED CLASSIFICATION SYSTEM

Function: 1101 Single family res. 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  
Zoning: R-1  
Neighborhood: 305.0 805.0  
Economic Adj. Factor:  
Map / Routing: P02 / B01504A  
Tax Unit Group: 000001-City of Baldwin - 001

PROPERTY FACTORS

Topography: Level - 1  
Utilities: All Public  
Access: Paved Road, Alley  
Fronting: Residential Street  
Location: Neighborhood or Sub  
Parking Type: On and Off Street  
Parking Quantity: Adequate  
Parking Proximity: On Site  
Parking Covered:  
Parking Uncovered:

TRACT DESCRIPTION

JERSEY STREET LT 96 & E 1/2 LT 98 (B01504 &  
05 COMBINED 1988)

INSPECTION HISTORY

Date	Time	Code	Reason	Appraiser	Contact	Code
07/03/2023	8:44 AM	MV	DM	376		
12/09/2021	12:40 PM	FR	FR	376		
11/16/2020	10:41 AM	FR	FR	376		

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp
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2024 APPRAISED VALUE

Cls	Land	Building	Total
R	30,000	174,100	204,100
Total	30,000	174,100	204,100

2023 APPRAISED VALUE

Cls	Land	Building	Total
R	30,000	154,400	184,400
Total	30,000	154,400	184,400

MISCELLANEOUS IMPROVEMENT VALUES

Class	Value	Reason Code
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NEW CONSTRUCTION

Value	Reason Code
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MARKET LAND INFORMATION

Method	Type	ACISF	Eff	FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
Sdt	1-Primary Site	10,500												8.01	10,000.00	3.00	0.00	0.00	30,000
Total Market Land Value																			30,000

DGCAMA Property Record Card

Parcel ID: 023-202-04-0-40-14-003.00-0

Quick Ref: R38349

Tax Year: 2024

Run Date: 6/18/2024 4:58:47 PM

DWELLING INFORMATION				COMP SALES INFORMATION				IMPROVEMENT COST SUMMARY			
Res Type:	1-Single-Family Residence	Arch Style:	09-Old Style	Bsmt Type:	2-Crawl	Total Rooms:	8	Dwelling RCN:	485,290	Percent Good:	70
Quality:	3.33-Average+	Est:	Yes	Family Rooms:	1	Full Baths:	2	Mkt Adj:	100	Eco Adj:	100
Year Blt:	1880			Garage Cap:		Foundation:	Stone - 4	Building Value:	339,700		
Eff Year:								Other Improvement RCN:	10,380		
MS Style:	8-2 1/2 Story Unfinished							Other Improvement Value:	3,110		
LBCS Struct:	1110-Detached SFR unit							CALCULATED VALUES			
No. of Units:								Cost Land:	30,000		
Total Living Area:	3,342							Cost Building:	342,810		
Calculated Area:	2,115							Cost Total:	372,810		
Main Floor Living Area:	58							Income Value:	0		
Upper Floor Living Area Pct:								Market Value:	207,200		
CDU:	AV-							MRA Value:	204,100		
CDU Reason:								Weighted Estimate:	205,820		
Physi/Func/Econ:	FR / /							FINAL VALUES			
Ovr Pct Gd/Rsn:								Value Method:	MRA		
Remodel:								Land Value:	30,000		
Percent Complete:								Building Value:	174,100		
Assessment Class:								Final Value:	204,100		
MU Cls/Pct:								Prior Value:	184,400		



OTHER BUILDING IMPROVEMENTS																						
No.	Occupancy	MSCls	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perfm	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Clc	RCN	%Gd	Value	
1	163-Site Improvements	C	2.67	1	1880			10		8		1	2						10,380	30	3,110	
DWELLING COMPONENTS												DWELLING COMPONENTS										
Code												Units	Pct	Quality	Year							
102-Frame, Metal or Vinyl Siding												10	100			906-Wood Deck with Roof						
208-Composition Shingle												1	100			913-Enclosed Wood Deck, Screened Walls						
351-Warmed & Cooled Air												875	100			915-Enclosed Wood Deck, Solid Wall						
402-Automatic Floor Cover Allowance												2,467										
601-Plumbing Fixtures												360										
602-Plumbing Rough-Ins												72										
621-Slab on Grade												50										
622-Raised Subfloor																						
903-Wood Deck																						
904-Slab Porch with Roof																						
905-Raised Slab Porch with Roof																						



# PRELIMINARY TITLE COMMITMENT

Provided by:

***Eland Title Company***

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

**816 Ames St  
Baldwin City, KS 66006  
785-594-9090**



**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.: 240804L-1  
Issuing Office File No.: 240804L  
Property Address: 615 Jersey Street, Baldwin City, KS 66006

**SCHEDULE A**

1. Commitment Date: June 5, 2024 at 08:00 AM
2. Policy to be issued:
  - a. ALTA Owner's Policy (07/01/21)  
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:  
  
Jerry Dean Fincher
5. The Land is described as follows:  
  
Lot Ninety-six (96) and the East Half (E1/2) of Lot Ninety-eight (98) on Jersey Street, in the City of Baldwin, in Douglas County, Kansas.

Date: June 13, 2024  
Eland Title Company, LLC

Paulette R. Ogilvie, Authorized Signor

*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 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)
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. Payment of Delinquent 2023 Real Estate Taxes, plus interest and penalties.
7. Satisfaction of Kansas State Tax Warranty No. DG-2024-ST-000040, filed February 15, 2024, in the office of the Clerk of the District Court of Douglas County, against Jerry D Fincher, in the amount of 1,429.75, plus interest and penalties.
8. Satisfaction of Kansas State Tax Warranty No. DG-2024-ST-000612, filed May 7, 2024, in the office of the Clerk of the District Court of Douglas County, against Jerry D Fincher, in the amount of 491.25, plus interest and penalties.
9. Warranty Deed properly executed by Jerry Dean Fincher, and spouse(s), if any, stating marital status, conveying title to the proposed insured.
10. Sign and deliver to Eland Title Company, LLC a fully executed Affidavit by Seller prior to the issuance of the final title binder.
11. For Information Only: 2023 Real Estate taxes in the amount of \$3,065.29 are Unpaid and Delinquent. Tax ID Number: B01504A and Quick Ref ID: R38349. Address: 615 Jersey Street, Baldwin City, KS 66006

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

**For Questions regarding TITLE, contact: Paulette Ogilvie, email address: [paulette@elandtitleco.com](mailto:paulette@elandtitleco.com)**

**For Questions regarding CLOSING, contact: Meika Nash, email address: [meika@elandtitleco.com](mailto: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 2023 and subsequent years. NOTE: 2023 Real Estate Taxes are Unpaid and Delinquent
9. That part of the subject premises lying within private or public roadways.

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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:

615 Jersey Street \_\_\_\_\_ IN THE CITY OF Baldwin City \_\_\_\_\_,  
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"/>

Comments/Explanations from Section A:

SELLER initial/Date

*JDF*  
05/11/24

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"/>	<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"/>	<input type="checkbox"/>
8. Electrical Outlets & Switches..... <input type="checkbox"/>	<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"/>	<input type="checkbox"/>
10. Light Fixtures..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Intercom System – Built-in..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Sound System – Built-in..... <input 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"/>	<input type="checkbox"/>
13. High Speed Internet Wiring..... <input 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				
Number of Jacks: _____				
14. Security System ( <input type="checkbox"/> Pre-Wired Only)..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input 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: _____				
16. Sauna ( <input type="checkbox"/> Steam <input type="checkbox"/> Dry)..... <input type="checkbox"/>	<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"/>	<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 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"/>	<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 type="checkbox"/>	<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"/>	<input type="checkbox"/>
9. Fireplace..... <input type="checkbox"/>	<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"/>	<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

*JDF*  
06/13/26

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..... 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 # _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Sewage System..... Property is connected to: <input type="checkbox"/> City Sanitary Sewer System <input type="checkbox"/> Septic System <input type="checkbox"/> Lagoon <input type="checkbox"/> Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Plumbing Water/Supply Lines..... Sewer/Waste Lines..... Plumbing Fixtures & Faucets..... Grinder Pit / Lift Station.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<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..... Discharges to _____ Number of Sump Pumps _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Swimming Pool..... <input type="checkbox"/> Above Ground <input type="checkbox"/> In Ground	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Underground Sprinkler System..... Installed: <input type="checkbox"/> Professionally <input type="checkbox"/> Homeowner <input type="checkbox"/> Unknown	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Water Heater..... <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Electric <input type="checkbox"/> Other Number of Water Heaters _____; Age _____; Gals. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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"/> Composition <input type="checkbox"/> 3-D Composition <input type="checkbox"/> Wood <input type="checkbox"/> Other: _____			<input type="checkbox"/>
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..... b. Floors..... c. Walls..... d. Driveways..... e. Sidewalks..... f. Patios..... g. Retaining Walls..... h. Other.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

SELLER initial/Date \_\_\_\_\_



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 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.....<br><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](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 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 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: \$ _____ 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 _____	<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 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"/>		4. Serviced/Cleaned Septic System.....	<input type="checkbox"/>	
2. Serviced Furnace.....	<input type="checkbox"/>		5. Serviced/Cleaned Main Plumbing Waste Lines.....	<input type="checkbox"/>	
3. Cleaned/Serviced Fireplace			6. Checked Sprinkler System Back-Flow Valve.....	<input type="checkbox"/>	
Chimney/Woodstove flue.....	<input 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:

2. ITEMS RESERVED BY SELLER:

**SECTION K – ADDITIONAL INFORMATION:**

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

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

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

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

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 \_\_\_\_\_

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.

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Print BUYER NAME and Title (if Applicable)

BUYER Signature \_\_\_\_\_

Date \_\_\_\_\_

Print BUYER NAME and Title (if Applicable)

BUYER Signature \_\_\_\_\_

Date \_\_\_\_\_

SELLER initial/Date

SELLER initial/Date

BUYER initial/Date

BUYER initial/Date

# 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:

615 Jersey Street, Baldwin City, KS 66006

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

 (Initial)

### (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

Unknown

☒ SELLER has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

 (Initial)

### (b) Records and reports available to the SELLER (check one below):

☐ SELLER has provided the BUYER with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

None exist

☒ 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

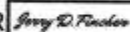
☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

## AGENT'S ACKNOWLEDGMENT: MUST BE INITIALED!

☐ (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 
Signature verified  
NOT FOR OFFICIAL USE  
MULTIPLE SIGNATURES

BUYER

SELLER

BUYER

LISTING  
AGENTSELLING  
AGENT

6/11/2024



## "AS IS" ATTACHMENT TO SALES CONTRACT

**SELLER(s):** Jerry Dean Fincher

**BUYER(s):** \_\_\_\_\_

**ADDRESS:** 615 Jersey Street

Baldwin City, Kansas 66006

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

☒ EXCEPTIONS AS FOLLOWS: Property is being sold at Auction. Buyer 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:  
615 Jersey Street, Lawrence, KS 66006

#### ***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: \_\_\_\_\_





## 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.

Jason W. Flory

Licensee

Flory & Associates ~ Realty & Auctions

Real estate company name approved by the commission

Wendy S. Flory

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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