

Real Estate Auction

Auction: June 26, 2025 • 6:30 PM

Note: Thursday evening auction held on site.



2009 Learnard Ave, Lawrence, KS

ATTENTION INVESTORS!!!

Don't miss this incredible opportunity to own a charming ranch-style home located in a well-established Lawrence neighborhood. Nestled on a generously sized lot with mature trees, this home offers a peaceful setting and plenty of space to grow. Featuring 3 bedrooms, 2 bathrooms, an attached garage, and a full unfinished basement, it provides a ton of potential with your personal updates. Whether you're searching for your next home or an investment property, this one is full of promise.

OPEN FOR INSPECTION:

Thursday, June 12th | 3:30-5:30PM

Tuesday, June 17th | 3:30-5:30 PM

Or by Appointment



Wendy Flory

Broker | 785-979-2923

Jason Flory

Agent/Auctioneer

VISIT www.FloryAndAssociates.com for additional Information.

PROPERTY VIEWING:

***2009 Learnard Avenue
Lawrence, KS 66044***

Property open for viewing:

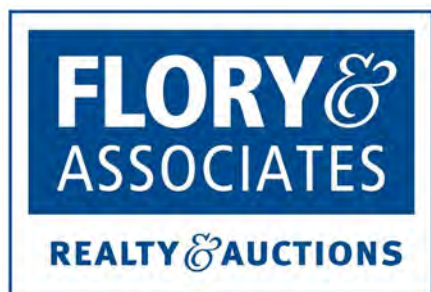
Thursday • June 12, 2025 • 3:30 - 5:30 pm

Tuesday • June 17, 2025 • 3:30 - 5:30 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

www.FloryAndAssociates.com

Wendy Flory, Broker ~ 785-979-2923

TABLE OF CONTENTS:

| | |
|---|-------|
| Property Viewing/Open House Info | 2 |
| Table of Contents | 3 |
| Terms and Conditions | 4 |
| Ownership & Legal Description | 5 |
| Pictures of Property | 6 |
| Property Details <small>(Land Record from County)</small> | 7-9 |
| Property Record <small>(Property Record Card)</small> | 10-11 |
| Title Commitment | 12-16 |
| Seller's Disclosure | 17-23 |
| Lead Based Paint Disclosure | 24 |
| "As Is" Attachment to Contract | 25 |
| Inspection Waiver | 26 |
| Agency Disclosure | 27 |

AUCTION TERMS and CONDITIONS:

Properties being Sold: 2009 Learnard Avenue, Lawrence, KS 66044

Down Payment: Buyer will provide a Twenty Percent (10%) **non-refundable** down payment/earnest money the day of auction, upon signing a purchase agreement immediately following the close of bidding. The down payment may be paid in the form of personal check, business check or cashiers check and will be held by **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, June 12, 2025, 3:30-5:30 pm, Tuesday, June 17, 2025, 3:30-5:30 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.

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

Real Estate Taxes: Real Estate taxes shall be pro-rated at closing for 2025 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 25, 2025** or a date mutually agreed upon between the Buyer and Seller 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:

*Gary W Cooper, Brian T Cooper and
Rosanne Cooper Shelton*

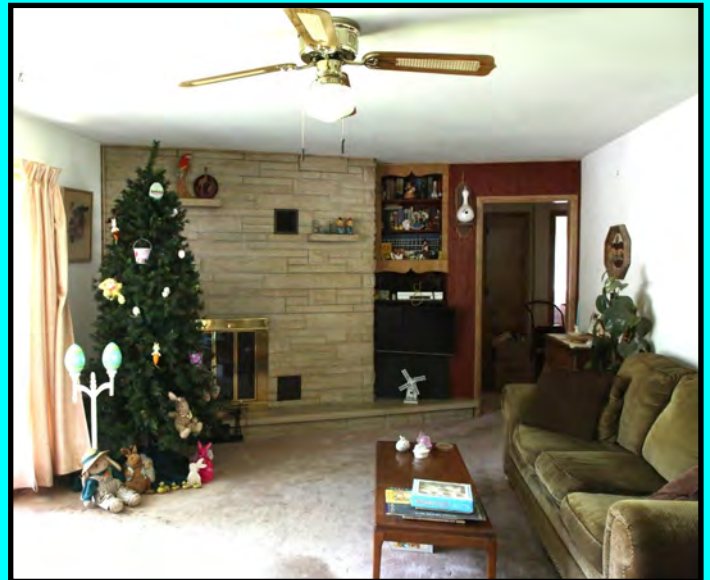
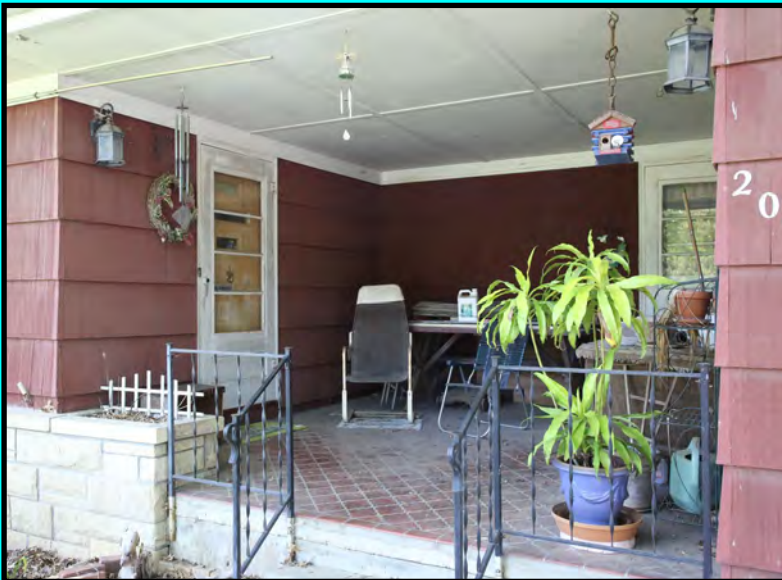
PROPERTY ADDRESS:

2009 Learnard Avenue, Lawrence, KS

LEGAL DESCRIPTION:

The Land referred to herein below is situated in the County of Douglas, State of Kansas and is described as follows: The South Seventy-five (75) feet of the following described tract of land: Beginning at a point Six Hundred Twenty-six and Thirty-five Hundredths (626.35) feet East and Six Hundred Twenty-five and Five Tenths (625.5) South of the Northwest corner of the Southeast Quarter (SE1/4) of Section Six (6), Township Thirteen (13) South, Range Twenty (20) East of the Sixth P.M., said point being in the center of Learnard Avenue; thence West Two Hundred Sixty (260) feet; thence South Two Hundred Fifty (250) feet; thence East Two Hundred Sixty (260) feet; thence North Two Hundred Fifty (250) feet to the point of beginning; also known as Lot No. Three (3) in Barker Place Addition No. Two (2), an Addition near the City of Lawrence. Also, a right of way for the construction and maintenance of a sewer from said real estate to an East and West sewer on property immediately North thereof, and to connect to and use such sewer under the terms of a contract heretofore entered into between the parties of the first part and The City of Lawrence.

2009 Learnard Avenue, Lawrence, KS



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 | |
|------------------------|-------------|---------------------------------|----------------|-----------------------------|--------|---------------------|------|------------------------------|
| SHELTON ROSANNE COOPER | | 2009 LEARNARD AVE, LAWRENCE, KS | | 023-103-06-0-40-07-068.00-0 | U11080 | 1220 | 854 | 05/08/2023 * |
| Living Units | Map/Routing | Neighborhood | Property Class | Tax Unit Group | Zoning | Home Site Land Size | | Ag Land Size |
| 1 | P02 | 656.0 | R | 000041 | RS7 | 17,250.0 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 | | 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 |
|------------|-------------|-----------|
| 12/28/2023 | 01:11:00 PM | 376 |

BUILDING PERMITS

| Number | Amount | Type | Issue Date | Status | %Comp |
|------------|--------|------|------------|--------|-------|
| 1-18-01715 | 3,395 | MECH | 8/17/2018 | Closed | 100% |

OTHER BUILDING COMPONENTS

There are no other building component records for this property.

OTHER BUILDING IMPROVEMENTS

There are no other building improvement records for this property.

BUILDING PHOTO(S)



R22978 08/20/2021



R22978 09/20/2016

**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 |
| 1955 | Single-family Residence | Average | Detached SFR unit | One Story |
| Architectural Style | Basement Type | CDU | Foundation | Total Living Area |
| Ranch | Full | AV- | Concrete - 2 | 1,184 Sqft |
| Bed Rooms | Full Baths | Half Baths | Family Room | Total Rooms |
| 3 | 2 | 0 | 0 | 6 |

RESIDENTIAL BUILDING COMPONENTS

| Component | Quality | Units | Percentage | Year Added |
|----------------------------------|----------------|--------------|-------------------|-------------------|
| Attached Garage (SF) | | 299 | | |
| Automatic Floor Cover Allowance | | | | |
| Composition Shingle | | | 100% | |
| Frame, Plywood or Hardboard | | | 100% | |
| Garage Finish, Attached (SF) | | 299 | | |
| Partition Finish Area (SF) | | 100 | | |
| Plumbing Fixtures (#) | | 8 | | |
| Plumbing Rough-ins (#) | | 1 | | |
| Raised Slab Porch (SF) with Roof | | 168 | | |
| Raised Subfloor (% or SF) | | 1184 | | |
| Single 1-Story Fireplace (#) | | 1 | | |
| Total Basement Area (SF) | | 1184 | | |
| Warmed & Cooled Air | | | 100% | |
| Wood Deck (SF) | | 20 | | |

DOUGLAS COUNTY KANSAS

| | | | |
|--------------|-------------------------------|----------------------------|---------------------|
| Quick Ref ID | Owner | Property Address | 2025 Assessed Value |
| R22978 | SHELTON ROSANN... <div></div> | 2009 LEARNARD AVE, , KS | \$29,509 |

Property Page:

Property Info

2025 GENERAL INFORMATION

| | |
|--|-------------------------------|
| Property Status | Active |
| Property Type | Residential - R |
| Legal Description | BARKER PLACE ADD NO 2 LT 3 |
| <i>(Note: This is an abbreviated legal, not to be used on legal documents)</i> | |
| Taxing Unit Group | City of Lawrence - 041 |
| Neighborhood | 656.0 |
| PIN | 0231030604007068000 |
| Map Number | P02 |
| Legacy ID | U11080 |

2025 Value Information

| | |
|--------------------|-----------|
| Appraised Building | \$176,600 |
| Appraised Land | \$80,000 |
| Appraised Total | \$256,600 |
| Assessed Building | \$20,309 |
| Assessed Land | \$9,200 |
| Assessed Total | \$29,509 |

2025 OWNER INFORMATION

| | |
|-----------------|---|
| Owner Name | SHELTON ROSANNE COOPER COOPER GARY W |
| Owner ID | O0090029 |
| Exemptions | |
| Mailing Address | 1029 MICHAEL ST LAWRENCE, KS 66049 |

PROPERTY PHOTO



CURRENT APPRAISED VALUE

| YEAR | APPRAISED VALUE | ASSESSED VALUE |
|------|-----------------|----------------|
| 2025 | \$256,600 | \$29,509 |

VALUE HISTORY

| ± | YEAR | APPRAISED BUILDING | APPRAISED LAND | APPRAISED TOTAL | ASSESSED BUILDING | ASSESSED LAND | ASSESSED TOTAL |
|-------------------|------|--------------------|----------------|-----------------|-------------------|---------------|----------------|
| ± | 2025 | \$176,600 | \$80,000 | \$256,600 | \$20,309 | \$9,200 | \$29,509 |
| ± | 2024 | \$170,300 | \$75,000 | \$245,300 | \$19,585 | \$8,625 | \$28,210 |
| ± | 2023 | \$158,500 | \$60,000 | \$218,500 | \$18,228 | \$6,900 | \$25,128 |
| ± | 2022 | \$160,600 | \$55,000 | \$215,600 | \$18,469 | \$6,325 | \$24,794 |
| ± | 2021 | \$137,400 | \$45,000 | \$182,400 | \$15,801 | \$5,175 | \$20,976 |

SALES HISTORY

| DEED DATE | INSTR # | INSTR TYPE | BOOK/PAGE |
|-----------|---------|------------------------------|-----------|
| 5/8/2023 | - | Death Cert or Inh Tax Letter | 1220/854 |
| 9/29/2015 | - | Transfer on Death Deed | 1128/5160 |
| 4/22/2015 | - | Death Cert or Inh Tax Letter | 1128/5158 |

Run Date: 4/7/2025 12:52:47 PM

| OWNER NAME AND MAILING ADDRESS | |
|--------------------------------|------|
| SHELTON ROSANNE COOPER | 33 % |
| COOPER BRIAN T | 33 % |
| 1029 MICHAEL ST | |
| LAWRENCE, KS 66049 | |
| PROPERTY SITUS ADDRESS | |



R22978 08/20/2021

Image Date: 09/02/2021

GENERAL PROPERTY INFORMATION

Prop Class: R Residential - R
Living Units: 1
Zoning: RS7
Neighborhood: 656.0 656.0
Economic Adj. Factor:
Map / Routing: P02 / U11080
Tax Unit Group: 000041-City of Lawrence - 041

| PROPERTY FACTORS | |
|--------------------|----------------------|
| Topography: | Level - 1 |
| Utilities: | All Public |
| Access: | Paved Road |
| Fronting: | Residential Street |
| Location: | Neighborhood or Spot |
| Parking Type: | Off Street |
| Parking Quantity: | Adequate |
| Parking Proximity: | On Site |
| Parking Covered: | |
| Parking Uncovered: | |

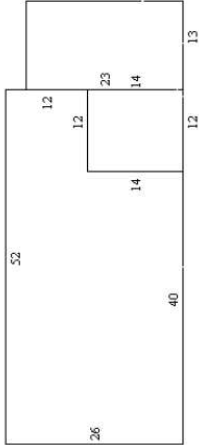
| TRACT DESCRIPTION |
|----------------------------|
| BARKER PLACE ADD NO 2 LT 3 |

[illegible]

| MARKET LAND INFORMATION | | | | | | | | | | | | | | | | | | |
|-------------------------|----------------|--------|--------|-------|--------|------|-------|------|-------|------|-----|-----|-------|-----------|----------|---------|---------|-----------|
| Method | Type | AC/SF | Eff FF | Depth | D-Fact | Int1 | Fact1 | Int2 | Fact2 | OVRD | Rsn | Cls | Model | Base Size | Base Val | Inc Val | Dec Val | Value Est |
| Soft | 1-Primary Site | 17,250 | | | | | | | | | | | 6.13 | 6,250.00 | 12.80 | 0.00 | 0.00 | 80,000 |

Total Market Land Value 80,000

| DWELLING INFORMATION | | | COMP SALES INFORMATION | | | IMPROVEMENT COST SUMMARY | | |
|------------------------------|---------------------------|----------|------------------------|--------------|---------------|--------------------------|---------|--------------|
| Res Type: | 1-Single-Family Residence | | Arch Style: | 02-Ranch | | Dwelling RCN: | 247,880 | |
| Quality: | 3.00-Average | | Bsmt Type: | 4-Full | | Percent Good: | 75 | |
| Year Blt: | 1955 | Est: Yes | Total Rooms: | 6 | Bedrooms: 3 | Mkt Adj: | 100 | Eco Adj: 100 |
| Eff Year: | | | Family Rooms: | | | Building Value: | 185,910 | |
| MS Style: | 1-One Story | | Full Baths: | 2 | Half Baths: 0 | Other Improvement RCN: | 0 | |
| LBCSStruct: | 1110-Detached SFR unit | | Garage Cap: | 1 | | Other Improvement Value: | 0 | |
| No. of Units: | | | Foundation: | Concrete - 2 | | CALCULATED VALUES | | |
| Total Living Area: | | | | | | Cost Land: | 80,000 | |
| Calculated Area: | 1,184 | | | | | Cost Building: | 185,910 | |
| Main Floor Living Area: | 1,184 | | | | | Cost Total: | 265,910 | |
| Upper Floor Living Area Pct: | | | | | | Income Value: | 0 | |
| CDU: | AV- | | | | | Market Value: | 265,500 | |
| CDU Reason: | | | | | | MRA Value: | 256,600 | |
| Phys/Func/Econ: | AV / / | | | | | Weighted Estimate: | 278,260 | |
| Ovr Pct Gd/Rsn: | | | | | | FINAL VALUES | | |
| Remodel: | | | | | | Value Method: | MRA | |
| Percent Complete: | | | | | | Land Value: | 80,000 | |
| Assessment Class: | | | | | | Building Value: | 176,600 | |
| MU Cls/Pct: | | | | | | Final Value: | 256,600 | |
| | | | | | | Prior Value: | 245,300 | |



SKETCH VECTORS

A0CU26R52D12L12D14L40A1U26R52D3CR13X23A2R40CU14X12H

| DWELLING COMPONENTS | | | | | DWELLING COMPONENTS | | | | |
|-------------------------------------|-------|-----|---------|------|---------------------------------|-------|-----|---------|------|
| Code | Units | Pct | Quality | Year | Code | Units | Pct | Quality | Year |
| 104-Frame, Plywood or Hardboard | | 100 | | | 903-Wood Deck | 20 | | | |
| 208-Composition Shingle | | 100 | | | 905-Raised Slab Porch with Roof | 168 | | | |
| 351-Warmed & Cooled Air | | 100 | | | | | | | |
| 402-Automatic Floor Cover Allowance | | | | | | | | | |
| 601-Plumbing Fixtures | 8 | | | | | | | | |
| 602-Plumbing Rough-ins | 1 | | | | | | | | |
| 622-Raised Subfloor | 1,184 | | | | | | | | |
| 641-Single 1-Story Fireplace | 1 | | | | | | | | |
| 701-Attached Garage | 299 | | | | | | | | |
| 736-Garage Finish, Attached | 299 | | | | | | | | |
| 801-Total Basement Area | 1,184 | | | | | | | | |
| 803-Partition Finish Area | 100 | | | | | | | | |

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.: 250584L-1
Issuing Office File No.: 250584L
Property Address: 2009 Learnard Avenue, Lawrence, KS 66046

SCHEDULE A

1. Commitment Date: April 17, 2025 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:

Gary W Cooper, Brian T Cooper and Rosanne Cooper Shelton
5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

Date: April 24, 2025
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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File No.: 250584L

The Land referred to herein below is situated in the County of Douglas, State of Kansas and is described as follows:

The South Seventy-five (75) feet of the following described tract of land: Beginning at a point Six Hundred Twenty-six and Thirty-five Hundredths (626.35) feet East and Six Hundred Twenty-five and Five Tenths (625.5) South of the Northwest corner of the Southeast Quarter (SE1/4) of Section Six (6), Township Thirteen (13) South, Range Twenty (20) East of the Sixth P.M., said point being in the center of Learnard Avenue; thence West Two Hundred Sixty (260) feet; thence South Two Hundred Fifty (250) feet; thence East Two Hundred Sixty (260) feet; thence North Two Hundred Fifty (250) feet to the point of beginning; also known as Lot No. Three (3) in Barker Place Addition No. Two (2), an Addition near the City of Lawrence. Also, a right of way for the construction and maintenance of a sewer from said real estate to an East and West sewer on property immediately North thereof, and to connect to and use such sewer under the terms of a contract heretofore entered into between the parties of the first part and The City of Lawrence.



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)

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.

5. Warranty Deed properly executed by Gary W. Cooper, Brian T. Cooper and Rosanne Eileen Shelton who acquired title as Rosanne Cooper Shelton, and spouse(s), if any, stating marital status, conveying title to the proposed insured.
6. Sign and deliver to Eland Title Company, LLC a fully executed Affidavit by Seller prior to the issuance of the final title binder.
7. For Information Only: 2024 Real Estate Taxes in the amount of \$3,446.93 are Paid in Full. Tax ID Number: U11080 and Quick Ref ID: R22978. Address: 2009 Learnard Avenue, Lawrence, KS 66046

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 2024 and subsequent years.
9. Easements, restrictions and reservations, if any, as shown on the recorded plat.
10. Easement Agreement between Frederick J Pence and Janice H Pence, husband and wife and James W Cooper and Mildred Y Cooper, husband and wife, as more fully described in the instrument recorded in Book 342 at page 608.

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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SELLER'S RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

Document updated:
April 2014

SELLER: Gary W. Cooper, Brian T. Cooper and Rosanne Eileen Shelton
DATE: 04/18/2025
PROPERTY ADDRESS: 2009 Learnard Avenue, Lawrence, KS 66046

Part 1. MESSAGE TO THE SELLER:

1. SELLER'S AGREEMENT AND AUTHORIZATIONS:

- This form is designed to assist you in making disclosures to the BUYER. If you have actual knowledge of a condition on or affecting the Property, then you must disclose that information to the BUYER on this SELLER'S Residential Property Disclosure Statement (the "Statement").
- SELLER discloses the information on this Statement with the knowledge that even though it is not a warranty or guarantee of the condition of the Property, prospective buyers may rely on the information contained in this Statement in deciding whether, and on what terms and conditions, to purchase the Property.
- SELLER authorizes any real estate licensees involved in this transaction to provide a copy of this Statement to any person or entity who is in contact with any actual or prospective purchaser of the Property.

2. SELLER'S INSTRUCTIONS:

- SELLER has an obligation under this Statement to:
 - Review the Seller's and Buyer's disclosures;
 - Verify all the important information concerning the Property;
 - Ask the BUYER to explain any incomplete or inadequate responses;
 - Use explanations lines as requested and when necessary; and
 - Use the explanation lines to explain when the SELLER does not have the personal knowledge to answer a question.
- By signing this Statement, the SELLER agrees and acknowledges that failure to disclose known material facts about the Property may result in liability to the BUYER for fraud and misrepresentation.

3. SELLER'S INDEMNIFICATION OF REAL ESTATE LICENSEES:

- SELLER agrees to hold harmless, indemnify and defend any real estate licensees involved in this transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to sell the Property.



DATE OF SELLER'S INITIALS

Part 2. MESSAGE TO THE BUYER:

1. BUYER'S AGREEMENT AND AUTHORIZATIONS:

- This Statement is a disclosure of the condition of the Property as it is actually known by the SELLER on the date that the Statement was signed.
- BUYER agrees and acknowledges that this Statement is not a warranty or guarantee of any kind by the SELLER or any real estate licensees involved in this transaction regarding the condition of the Property and should not be used as a substitute for any inspections or warranties that the BUYER may wish to obtain on the Property.

2. BUYER'S INSTRUCTIONS:

- BUYER has an obligation under this Statement to:
 - Review this Statement and any attachments carefully;
 - Verify all the important information about the condition of the Property contained in this Statement;
 - Ask the SELLER about any incomplete or inadequate responses;
 - Inquire about any concerns about the condition of the Property not addressed on this Statement;
 - Review all other applicable documents concerning the Property;

- (6) Conduct personal or professional inspections of the Property; and
(7) Investigate the surrounding areas of the Property to determine suitability for the BUYER.

B. By signing this Agreement, BUYER agrees and acknowledges that the failure to exercise due diligence to inspect the Property and verify the information about the condition of the Property contained in this Statement may affect the ability of the BUYER to hold the SELLER liable for conditions on the Property.

3. BUYER'S AGREEMENT TO HOLD REAL ESTATE LICENSEES HARMLESS:

A. BUYER agrees that any real estate licensees involved in this transaction are not experts at detecting or repairing physical defects in and on the Property. BUYER agrees to hold harmless any real estate licensees involved in this lease transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to purchase the Property.

BUYER'S INITIALS

BUYER'S INITIALS

DATE OF BUYER'S INITIALS

Part 3. GENERAL PROPERTY INFORMATION:

1. Approximate age of the Property: 70 years
2. Approximate date that SELLER acquired the Property: _____
3. Does SELLER currently occupy the Property? ☐ Yes ☒ No
If No, how long has it been since the SELLER occupied the Property? _____

**Seller's have not occupied the property.
Selling to settle estate.**

Part 4. APPLIANCES, EQUIPMENT AND FIXTURES:

Indicate the condition of the following items by marking the appropriate box. Check only one box for each item.

| | WORKING | NOT WORKING | NOT INCLUDED | | WORKING | NOT WORKING | NOT INCLUDED |
|---|--------------------------|--------------------------|--------------------------|--|--------------------------|--------------------------|--------------------------|
| 1. Air conditioning – central system | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 24. Intercom, sound system wiring or | | | |
| 2. Air conditioning – window units # | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | built-in speaker system | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Air purifier system | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 25. Microwave oven | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Attic fan | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 26. _____ | | | |
| 5. Cable television wiring/jacks | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Electric <input type="checkbox"/> Gas | | | |
| 6. Ceiling fan(s) # | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 27. Propane tank | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Central vacuum and accessories | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Gas <input type="checkbox"/> Electric | | | |
| 8. Clothes dryer | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 28. Range | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Clothes washer | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Electric <input type="checkbox"/> Gas | | | |
| 10. Dishwasher | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 29. Range hood/exhaust system | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Disposal | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 30. Refrigerator # | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. Doorbell | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Electric <input type="checkbox"/> Gas | | | |
| 13. Exhaust fans – bathrooms | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Steam <input type="checkbox"/> Dry | | | |
| 14. Fireplace/fireplace insert | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 32. Security system | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Blower <input type="checkbox"/> Factory-built <input type="checkbox"/> Masonry | | | | <input type="checkbox"/> Leased <input type="checkbox"/> Owned | | | |
| 15. Fireplace gas logs | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 33. Smoke alarms/detectors # | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 16. Fireplace gas starter | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 34. Sprinkler system | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 17. Fireplace wood-burning stove | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Back flow preventer <input type="checkbox"/> Auto-timer | | | |
| 18. Garage door opener(s) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 35. Sump pump | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Number of remotes _____ | | | | 36. Swimming pool | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 19. Gas grill | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 37. Telephone wiring/jacks | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 20. Heating system | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 38. TV antenna/receiver/satellite dish | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Gas <input type="checkbox"/> Forced air gas <input type="checkbox"/> Electric | | | | <input type="checkbox"/> Leased <input type="checkbox"/> Owned | | | |
| <input type="checkbox"/> Boiler (<input type="checkbox"/> Hot water <input type="checkbox"/> Steam) | | | | 39. Trash compactor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 21. Heat pump | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 40. Water heater | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 22. Hot tub/whirlpool | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 41. Water purifier/softener | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 23. Humidifier | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 42. Other | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**SOLD AS-IS, WHERE IS
NO GUARANTEES!
INSPECTIONS WELCOME
PRIOR TO AUCTION!**

Part 5. STRUCTURAL CONDITIONS:

1. What is the approximate age of the roof (if known)? _____ years Type of roof: _____ ☐ Yes ☐ No
2. Has there been any leaking or other problems with the roof, flashing or rain gutters? ☐ Yes ☐ No
If Yes, when was the date of the last occurrence? _____
3. Have there been any repairs to the roof, flashing or rain gutters? ☐ Yes ☐ No
If Yes, please provide the date of the repairs: _____
4. Has there been any roof replacement? ☐ Yes ☐ No
If Yes, was the replacement ☐ complete or ☐ partial.
5. How many layers of roofing materials are currently on the roof (if known)? _____
6. Have you made any homeowners' insurance claims on the Property? ☐ Yes ☐ No
If Yes, were all the claims addressed with repairs? ☐ Yes ☐ No
7. Has there ever been leakage/seepage in the basement or crawl space? ☐ Yes ☐ No
8. Has there been any damage to the Property due to fire, flood or wind? ☐ Yes ☐ No
9. Are there any structural problems with the Property? ☐ Yes ☐ No
10. Is any exterior wall covering of the structure covered with synthetic stucco? ☐ Yes ☐ No
If Yes, are you aware of any adverse conditions with the exterior wall covering? ☐ Yes ☐ No
If Yes, has there been an inspection to determine whether the structure has excessive moisture accumulation? ☐ Yes ☐ No
11. Is there any damage to the chimney or fireplace? ☐ Yes ☐ No
When was the chimney or fireplace last cleaned or serviced? _____
12. Is there any exposed wiring presently in any structures on the Property? ☐ Yes ☐ No
13. Are there any vehicles or other items on the Property? ☐ Yes ☐ No
14. Have you ever experienced or are you aware of any:
Movement, shifting, deterioration or other problems with the foundation or structural walls? ☐ Yes ☐ No
Cracks or flaws in the exterior or flood damage to the exterior walls, foundation or roof? ☐ Yes ☐ No
Corrective action taking to remedy these structural conditions, including but not limited to bracing or piercing? ☐ Yes ☐ No
Water damage, leaks, pipes, roof, or other problems? ☐ Yes ☐ No
Dry rot, wood rot or similar conditions on the wood of the Property? ☐ Yes ☐ No
Problems with decks, driveways, fences, patios or retaining walls on the Property? ☐ Yes ☐ No
15. Do you have a "Do Not Enter" sign on the property caused by a tree or other structure? ☐ Yes ☐ No
If Yes, is the Property currently under warranty? ☐ Yes ☐ No
If Yes, please name the company here: _____
16. Have you had any termite/pest control treatments for the Property? ☐ Yes ☐ No
If Yes, please name the company and year treated here: _____
17. Has the ground been pre-treated for termites? ☐ Yes ☐ No
18. If you have answered "Yes" to any of the questions in Part 5, please attach documentation and explain here:

19. Additional Comments:

Part 6. LAND CONDITIONS (BOUNDARIES, DRAINAGE, SOILS, ETC.):

1. Is the Property or any portion of the Property located in a flood zone, wetlands area or proposed to be located in such as designated by the Federal Emergency Management Agency (FEMA)? ☐ Yes ☐ No
2. Are you aware of any drainage or flood problems on the Property or adjacent properties? ☐ Yes ☐ No
3. Have any neighbors complained that the Property causes drainage problems? ☐ Yes ☐ No
4. Has the Property had a stake survey? ☐ Yes ☐ No
If Yes, please attach a copy of the stake survey.
5. Are the boundaries of the Property marked in any way? ☐ Yes ☐ No

6. Do you have an Improvement Location Certificate (ILC) for the Property? ☐ Yes ☐ No
If Yes, please attach a copy of the Improvement Location Certificate (ILC).
7. Is there fencing on the Property? ☐ Yes ☐ No
If Yes, does the fencing belong to the Property? ☐ Yes ☐ No
8. Are you aware of any encroachments, boundary line disputes or non-utility easements affecting the Property? ☐ Yes ☐ No
9. Are there any features of the Property shared in common with adjoining landowners, such as walls, fences, roads or driveways? ☐ Yes ☐ No
If Yes, is the Property owner responsible for the maintenance of any such shared features? ☐ Yes ☐ No
10. Are you aware of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval or earth stability problems that have occurred on the Property or in the immediate vicinity of the Property? ☐ Yes ☐ No
11. Are you aware of any diseased, dead or damaged trees or shrubs on the Property? ☐ Yes ☐ No
12. If you have answered "Yes" to any of the questions in Part 6, please attach documentation and explain here:

13. Additional Comments:

Part 7. PLUMBING, SEWAGE AND WATER SYSTEMS:

1. What is the drinking water source on the Property? ☐ Public Water ☐ Private Water ☐ Well ☐ Cistern ☐ Other ☐ None
2. If the water source is a Well, please state: Type _____ Depth _____
Diameter _____
3. If the drinking water source is a Well, has the water originating from the well ever been tested? ☐ Yes ☐ No
If Yes, please provide the type of analyses performed and the date: _____
4. Does the Property have any sewage facilities or connected to a _____ ☐ Yes ☐ No
If Yes, please specify: ☐ Public Sewer ☐ Private Sewer ☐ Septic System ☐ Lagoon ☐ Grinder Pump ☐ Cesspool
5. If the Property has a septic system, is it connected to a Public Sewer? ☐ Yes ☐ No
6. Are you aware of any problems relating to the plumbing, sewage or water systems on the Property? ☐ Yes ☐ No
If Yes, please explain: _____

7. Additional Comments:

Part 8. ELECTRICAL, NATURAL GAS AND HEATING AND COOLING SYSTEMS:

1. Is there electrical service connected to the Property? ☐ Yes ☐ No
If Yes, is there a meter? ☐ Yes ☐ No
2. If there is no electrical service connected to the Property, what is the distance to the electrical service? _____
3. What type of material is used in the electrical wiring (if known)? ☐ Copper ☐ Aluminum ☐ Unknown
4. What type of electrical panels exist on the Property (if known)? ☐ Breaker ☐ Fuse ☐ Unknown
Please specify the location of the electrical panels here: _____
5. Does the Property have heating systems? ☐ Yes ☐ No
If Yes, what type? ☐ Electric ☐ Fuel Oil ☐ Natural Gas ☐ Heat Pump ☐ Propane ☐ Other _____
If Yes, please provide the name, age and location of the unit along with the date that the unit was last serviced and by whom:

6. Does the Property have air conditioning? ☐ Yes ☐ No
 If Yes, what type? ☐ Central Electric ☐ Central Gas ☐ Heat Pump ☐ Window units ☐ Other _____
 If Yes, please provide the name, age and location of the unit along with the date that the unit was last serviced and by whom:

7. Does the Property have a water heater? ☐ Yes ☐ No
 If Yes, what type? ☐ Electric ☐ Gas ☐ Solar
 If Yes, please provide the name, age and location of the unit along with the date that the unit was last serviced and by whom:

8. Are you aware of any problems relating to the electrical, gas and heating and cooling systems on the Property? ☐ Yes ☐ No
 If Yes, please explain:

9. Additional Comments:

Part 9. HAZARDOUS CONDITIONS:

1. Are you aware of any underground storage tanks on or near this Property? ☐ Yes ☐ No
2. Are you aware of any previous or current existence of hazardous conditions on the Property (e.g., storage tanks, oil leaks, soil contamination, battery or other hazardous conditions)? ☐ Yes ☐ No
3. Are you aware of any hazardous environmental problems (e.g., Phase I Environmental Reports)? ☐ Yes ☐ No
 If Yes, please attach a copy of the environmental reports.
4. Are you aware of the presence of any hazardous substances (e.g., asbestos, lead, mercury, PCBs, biphennyls (PCBs), hydraulic fluids, solvents, paints, illegal or other drugs or insulation on the Property)? ☐ Yes ☐ No
5. Are you aware of any other environmental matters (e.g., discoloration of soil or vegetation or oil sheers in well water)? ☐ Yes ☐ No
6. Are you aware of any existing hazardous conditions on the Property or adjacent properties (e.g., methane gas, radon gas, or other petroleum production, industrial materials, landfill or toxic materials)? ☐ Yes ☐ No
7. Are you aware of any hazardous materials or other products (e.g., pesticides, herbicides, fungicides, etc.) used on the Property? ☐ Yes ☐ No
8. Are you aware of any natural gas/oil wells, lines or storage facilities on the Property? ☐ Yes ☐ No
9. Are you aware of any other environmental conditions on the Property? ☐ Yes ☐ No
10. Have any other environmental inspections or tests been conducted on the Property? ☐ Yes ☐ No
11. If you have answered "Yes" to any of the questions in Part 9, please attach documentation and explain here:

12. Additional Comments:

Part 10. NEIGHBORHOOD INFORMATION AND HOMEOWNERS' ASSOCIATIONS:

1. Are you aware of any current/pending assessments, bonds or special taxes that apply to the Property? ☐ Yes ☐ No
2. Is the property subject to conditions, covenants or restrictions of a homeowners' association, common interest community or subdivision restrictions? ☐ Yes ☐ No
3. Are you aware of any violations of such conditions, covenants or restrictions on the Property? ☐ Yes ☐ No
4. Does the homeowners' association impose a transfer fee upon the sale of Property? ☐ Yes ☐ No

5. Are you aware of any damage, defect, proposed change or problem with any common areas or elements? ☐ Yes ☐ No
6. Are you aware of any condition or claim that may result in a change to the assessments or fees? ☐ Yes ☐ No
7. Are the streets privately owned? ☐ Yes ☐ No
8. Is the Property in a conservation, historic or special review district that requires any alterations or improvements to the Property to be approved by a board, commission or panel? ☐ Yes ☐ No
9. Is the Property subject to a tax abatement? ☐ Yes ☐ No
10. Is the Property subject to a right of first refusal? ☐ Yes ☐ No
11. If you have answered "Yes" to any of the questions in Part 10, please attach documentation and explain here:

12. If you are required to pay assessments, dues, fees or any other periodic charges to a homeowners' association or common interest community, please specify here the amount and frequency of those payments:

13. Additional Comments:

Part 11. OTHER MATTERS:

Are you aware of:

1. Any violation of zoning, setbacks or restrictions or of a non-conforming use on the Property? ☐ Yes ☐ No
2. Any violation of local, state or federal regulations affecting the Property? ☐ Yes ☐ No
3. Any existing or threatened legal action pertaining to the Property? ☐ Yes ☐ No
4. Any litigation or settlement pertaining to the Property? ☐ Yes ☐ No
5. Any current or future recorded easements or liens on the Property? ☐ Yes ☐ No
6. Any other conditions that may materially and adversely affect the value or desirability of the Property? ☐ Yes ☐ No
7. Any other condition that may prevent you from completing the sale of the Property? ☐ Yes ☐ No
8. Any public authority contemplating condemnation proceedings? ☐ Yes ☐ No
9. Any leases on the Property? ☐ Yes ☐ No

If Yes, please describe the condition, easement, lien, restriction, legal action, condemnation proceedings or lease affecting the Property:

10. Any easements or leases on the Property regarding wind energy? ☐ Yes ☐ No
If Yes, please attach a copy of the easement or lease agreement.
11. Any public authority contemplating condemnation proceedings? ☐ Yes ☐ No
12. Any government rule limiting the future use of the Property other than existing zoning regulations? ☐ Yes ☐ No
13. Any government plans or discussion of public projects that could lead to the formation of a special benefit assessment district covering the Property or any portion of the Property? ☐ Yes ☐ No
14. Any interest in all or part of the Property that has been reserved by the previous owner or government action? ☐ Yes ☐ No
15. Any unrecorded interests affecting the Property? ☐ Yes ☐ No
16. Anything that would interfere in passing clear title to the BUYER? ☐ Yes ☐ No
17. Any general stains or pet stains to the carpet, flooring or sub-flooring? ☐ Yes ☐ No
18. If you have answered "Yes" to any of the questions in Part 11, please attach documentation and explain here:

19. Additional Comments:

Part 12. ACKNOWLEDGEMENT AND AGREEMENT:

- SOLD AS-IS, WHERE IS**

NO GUARANTEES!

INSPECTIONS WELCOME

PRIOR TO AUCTION!
1. The information provided in this Statement is the representation of the SELLER and not the representation of any real estate licensees involved in this transaction. Once the Statement is signed by both the BUYER and SELLER, the information contained in the Statement will become part of any Contract to purchase the Property between the BUYER and SELLER.
 2. The information provided in this Statement has been furnished by the SELLER, who certifies to the truth thereof to the best of SELLER'S knowledge and belief. The SELLER'S agent or any other real estate licensee involved in this transaction shall not be responsible for the completion of the Statement will be disclosed by the SELLER to the BUYER prior to the signing of the Contract to purchase the Property.
 3. BUYER acknowledges that BUYER has received, read and understood the contents of the Statement from the SELLER, the SELLER'S agent or any other real estate licensee involved in this transaction.
 4. BUYER agrees that BUYER has carefully inspected the Property. Subject to any inspections allowed under the Contract to purchase the Property, the BUYER agrees to purchase the Property in its present condition without warranties or guarantees of any kind by the SELLER or any real estate licensee concerning the condition of the Property.
 5. BUYER agrees to verify any of the above information that is important to the BUYER by an independent investigation. BUYER has been advised that the SELLER and the Property cannot be inspected by professional inspectors.
 6. BUYER acknowledges that neither the SELLER nor any real estate licensees involved in the transaction are experts at detecting or repairing physical defects in the Property. BUYER states that no important representations of the SELLER or any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed above or as fully set forth as follows and signed by the SELLER in this Statement or by real estate licensees in a separate document:

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

Gary W. Cooper

dotloop verified
04/22/25 8:48 AM MDT
TBH5-U2DB-HVRD-JWDA

SELLER'S SIGNATURE

DATE

BUYER'S SIGNATURE

DATE

Brian T. Cooper

dotloop verified
04/22/25 1:14 PM CDT
KEYG-XOK6-RGKU-YYM

SELLER'S SIGNATURE

DATE

BUYER'S SIGNATURE

DATE

Rosanne Eileen Shelton

dotloop verified
04/19/25 8:04 PM CDT
T6D1-XX5W-INAR-KDUM

SELLER'S Residential
Property Disclosure Statement

Page 7 of 7

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

LEAD WARNING STATEMENT:

EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING 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: 2009 Learnard Avenue, Lawrence, KS 66046

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

gnc
04/22/25
dotloop verified

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

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

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

BT
04/22/25
dotloop verified

RES
04/19/25
dotloop verified

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

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

☒ SELLER has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

gnc
04/22/25
dotloop verified

BT
04/22/25
dotloop verified

RES
04/19/25
8:04 PM CDT
dotloop verified

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!

WSF
04/18/25
10:35 AM CDT
dotloop verified

(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: *Gary W. Cooper*
dotloop verified
04/22/25 9:48 AM MDT
GMLX-WQJG-2MTQ-CQQ0

SELLER: *Brian T. Cooper*
dotloop verified
04/22/25 1:14 PM CDT
JQNO-FHD6-DYVE-QHRM

SELLER: *Rosanne Eileen Shelton*
dotloop verified
04/19/25 8:04 PM CDT
SXIN-MSMJ-DQHQ-F2VX

LISTING AGENT: *Wendy S. Flory*
dotloop verified
04/18/25 10:25 AM CDT
SIRA-7525-7ACH-F2H4

BUYER:

BUYER:

SELLING AGENT:

"AS IS" ATTACHMENT TO SALES CONTRACT

SELLER(s): Gary W Cooper, Brian T Cooper and Rosanne Cooper Shelton

BUYER(s): _____

ADDRESS: 2009 Learnard Avenue
Lawrence, KS 66044

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:
2009 Learnard Avenue, Lawrence, KS 66044

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.

Wendy S. 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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