

**SELLER'S DISCLOSURE AND
CONDITION OF PROPERTY ADDENDUM
(Residential)**

1 **SELLER:** Loeffler Estates
 2 **PROPERTY:** 1046 18th Road, Home, KS 66438
 3

4 **1. SELLER'S INSTRUCTIONS**

5 SELLER agrees to disclose to BUYER all material defects, conditions and facts **KNOWN TO SELLER**
 6 which may materially affect the value of the Property. This disclosure statement is designed to assist
 7 SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this
 8 information.
 9

10 **2. NOTICE TO BUYER**

11 This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not
 12 a substitute for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any
 13 kind by SELLER or a warranty or representation by the Broker(s) or their licensees.
 14

15 **3. OCCUPANCY**

16 Approximate age of Property? 1976 How long have you owned? _____ Yes ☐ No ☒
 17 Does SELLER currently occupy the Property? _____ Yes ☐ No ☒
 18 If not, how long has it been since SELLER occupied the Property? 4 years/months.
 19

20 **4. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH
 21 SELLER'S LAND DISCLOSURE ALSO.)**

- 22 (a) Fill or expansive soil on the Property? _____ Yes ☐ No ☒
 23 (b) Sliding, settling, earth movement, upheaval or earth stability problems on
 24 the Property? _____ Yes ☐ No ☒
 25 (c) Is the Property or any portion thereof located in a flood zone, wetlands area
 26 or **proposed** to be located in such as designated by FEMA which requires
 27 flood insurance? _____ Yes ☐ No ☒
 28 (d) Drainage or flood problems on the Property or adjacent properties? _____ Yes ☐ No ☒
 29 (e) Do you pay flood insurance premiums? _____ Yes ☐ No ☒
 30 (f) If so, is it required? _____ Yes ☒ No ☐
 31 (g) Are the boundaries of the Property marked in any way? _____ Yes ☒ No ☐
 32 (h) Has Property had a stake survey? If yes, attach copy _____ Yes ☐ No ☐
 33 (i) Encroachments, boundary line disputes, or non-utility easements affecting
 34 the Property _____ Yes ☐ No ☒
 35 (j) Any fencing on the Property? _____ Yes ☐ No ☒
 36 (k) If yes, does fencing belong to the Property _____ Yes ☐ No ☐
 37 (l) Diseased, dead, or damaged trees or shrubs on the Property _____ Yes ☐ No ☐
 38 (m) Gas/oil wells, lines or storage facilities on Property or adjacent property _____ Yes ☐ No ☒

39 **If any of the answers in this section are "Yes", explain in detail:** _____
 40 _____
 41 _____
 42 _____

5. ROOF:

- (a) Approximate Age: 10 years ☐ Unknown Type: _____
- (b) Have there been any problems with the roof, flashing or rain gutters? Yes ☐ No ☐
- If so, what was the date of the occurrence _____
- (c) Have there been any repairs to the roof, flashing or rain gutters? Yes ☐ No ☐
- Date of and company performing such repairs _____ / _____
- (d) Has there been any roof replacement? Yes ☐ No ☐ *10 yrs*
- If yes, was it: ☐ Complete or ☐ Partial
- (e) What is the number of layers currently in place: 1 layers, or ☐ Unknown.

If any of the answers in this section are "Yes", explain in detail below: (All available warranties and other documentation are attached) _____

6. INFESTATION – ARE YOU AWARE OF:

- (a) Any termites, wood destroying insects, or *other* pests on the Property? Yes ☐ No ☒ ?
- (b) Any damage to the property by termites, wood destroying insects or *other* pests? Yes ☐ No ☐
- (c) Any termite, wood destroying insects or other pest control treatments on the Property in the last five years? Yes ☐ No ☐
- If yes, list company, when and where treated _____
- (d) Any warranty, bait stations or other treatment coverage by a licensed pest control company on the Property? Yes ☐ No ☐
- If yes, the annual cost of service renewal is \$ _____ and the time remaining on the service contract is _____. (Check One)
- ☐ The treatment system stays with the Property, or ☐ the treatment system is subject to removal by the treatment company if annual service fee is not paid.

If any of the answers in this section are "Yes", explain in detail (attach any receipts): _____

7. STRUCTURAL, BASEMENT AND CRAWL SPACE ITEMS – ARE YOU AWARE OF:

- (a) Movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab? Yes ☐ No ☒
- (b) Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage? Yes ☐ No ☒
- (c) Any corrective action taken including, but not limited to piercing or bracing? Yes ☐ No ☒
- (d) Any water leakage or dampness in the house, crawl space or basement? Yes ☐ No ☐
- (e) Any dry rot, wood rot or similar conditions on the wood of the Property? Yes ☐ No ☐
- (f) Any problems with driveways, patios, decks, fences or retaining walls on the Property? Yes ☐ No ☒
- (g) Any problems with fireplace and/or chimney? 2008 Yes ☐ No ☒
- Date of last cleaning? 2006 new damper
- (h) Does the Property have a sump pump? Yes ☐ No ☐
- (i) Any repairs or other attempts to control the cause or effect of any problem described above? Yes ☐ No ☐

If any of the answers in this section are "Yes", explain in detail. When describing repairs or control efforts, describe the location, extent, date, and name of the person who did the repair or control effort and attach, if available, any inspection reports, estimates or receipts: _____

8. ADDITIONS AND/OR REMODELING:

- (a) Are you aware of any additions, structural changes, or other material alterations to the Property? Yes ☐ No ☐

If "Yes", explain: _____

- (b) If "Yes", were all necessary permits and approvals obtained, and was all work in compliance with building codes? N/A ☐ Yes ☐ No ☐

If "No", explain: _____

9. PLUMBING RELATED ITEMS:

- (a) What is the drinking water source? ☒ Public ☐ Private ☐ Well ☐ Cistern
If well water, state type _____ depth _____

diameter _____ age _____

- (b) If the drinking water source is a well, when was the water last checked for safety and what was the result of the test? _____

- (c) Is there a water softener on the Property? Yes ☐ No ☐
(If so, is it: ☐ Leased ☐ Owned?)

- (d) Is there a water purifier system? Yes ☐ No ☐
(If so, is it: ☐ Leased ☐ Owned?)

- (e) What type of sewage system serves the Property? ☐ Public Sewer, or ☐ Private Sewer, or ☐ Septic System, or ☐ Cesspool, or ☒ Lagoon, or ☐ Other _____

- (f) If there is a septic system, is there a sewage pump on the septic system? Yes ☐ No ☐

- (g) Is there a grinder pump system? Basement Bath Yes ☒ No ☐

- (h) If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? Septic free By whom? _____

- (i) Is there a sprinkler system? Yes ☐ No ☒
Does sprinkler system cover full yard? N/A ☐ Yes ☐ No ☐

- If "No", explain: _____
(j) Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? Yes ☐ No ☒

- (k) Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage related systems? Yes ☐ No ☐

- (l) Type of plumbing material currently used in the Property:

☒ Copper ☐ Galvanized ☐ Other PVC

The location of the main water shut-off is Basement Bathroom

- (m) The location of the sewer line clean out trap is: N/A

If your answer to any of the questions in this section is "Yes", explain in detail and provide available documentation: _____

10. HEATING AND AIR CONDITIONING:

- (a) Does the Property have air conditioning? Yes ☒ No ☐
☐ Central Electric ☒ Central Gas ☒ Heat Pump ☐ Window Unit(s)
 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
 1. Heat Pump 10-12 years ago
 2. _____
- (b) Does the Property have heating systems? Yes ☒ No ☐
☒ Electric ☐ Fuel Oil ☐ Natural Gas ☐ Heat Pump ☒ Propane ☐ Fuel Tank ☐ Other _____
 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
 1. _____
 2. Water Heater - Propane
- (c) Are there rooms without heat or air conditioning? Yes ☐ No ☐
 If yes, which room(s)? _____
- (d) Does the Property have a water heater? Yes ☒ No ☐
☐ Electric ☒ Gas ☐ Solar
 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
 1. 50 gal
 2. _____
- (e) Are you aware of any problems regarding these items? Yes ☐ No ☒

If your answer to question 10(c) and/or 10(e) in this section is "Yes", explain in detail: _____

Rodney Latta - Plumber

11. ELECTRICAL SYSTEM:

- (a) Type of material used: ☒ Copper ☐ Aluminum ☒ Unknown
- (b) Type of electrical panel(s): ☒ Breaker ☐ Fuse
 Location of electrical panel(s): _____
 Size of electrical panel (total amps), if known: _____
- (c) Are you aware of any problem with the electrical system? Yes ☐ No ☒
- If "Yes", explain in detail: _____

12. HAZARDOUS CONDITIONS:

- (a) Underground tanks on the Property? Yes ☐ No ☒
- (b) Landfill on the Property? Yes ☐ No ☒
- (c) Toxic substances on the Property, (e.g. tires, batteries, etc.)? Yes ☐ No ☒
- (d) Has the Property been tested for any of the above listed items? Yes ☐ No ☒
- (e) Radon in the property? Yes ☐ No ☐
- (f) Have you had the property tested for radon? Yes ☐ No ☐
- (g) Have you had the property tested for mold? Yes ☐ No ☐
- (h) Are you aware of any other environmental issues? Yes ☐ No ☐
- (i) Are you aware of any methamphetamine or controlled substances ever being used or manufactured on the Property? Yes ☐ No ☒
- (In Missouri, a separate disclosure is required if methamphetamine or other controlled substances have been present on or in the Property)

188 If your answer to any of the questions in this section is "Yes", explain in detail and attach test
 189 results: _____
 190 _____
 191 _____

192 **13. NEIGHBORHOOD INFORMATION AND HOMEOWNERS ASSOCIATIONS:**

- 193 (a) Are you aware of any current/pending bonds, assessments, or special taxes Yes ☐ No ☒
 194 that apply to Property? _____
 195 Amount: \$ _____
 196 (b) Are you aware or have you received any notice of any condition or proposed
 197 change in your neighborhood or surrounding area? Yes ☐ No ☒
 198 (c) Is the Property subject to covenants, conditions, and restrictions of a
 199 Homeowner's Association or subdivision restrictions? Yes ☐ No ☒
 200 (d) Are you aware of any violations of such covenants and restrictions? Yes ☐ No ☒
 201 (e) Does the Homeowner's Association impose its own transfer fee when this
 202 Property is sold? Yes ☐ No ☒
 203 If "yes", what is the amount? \$ _____
 204 (f) Are you aware of any defect, damage, proposed change or problem with any
 205 common elements or common areas? Yes ☐ No ☒
 206 (g) Are you aware of any condition or claim which may result in any change to
 207 assessments or fees? Yes ☐ No ☒
 208 (h) Are streets privately owned? Yes ☐ No ☒
 209 (i) Is Property in a historic, conservation or special review district that
 210 requires any alterations or improvements to Property be approved by a
 211 board or commission? Yes ☐ No ☒
 212 (j) Is Property subject to tax abatement? Yes ☐ No ☒
 213 (k) Is Property subject to a right of first refusal? Yes ☐ No ☒
 214

215 If the answer to any of the above questions is "Yes" except (c), explain in detail, including
 216 amounts, if applicable: _____
 217 _____
 218 _____
 219 _____

220 Homes Association dues which are paid in full until NA in the amount of \$ _____
 221 payable ☐ yearly ☐ monthly ☐ quarterly, sent to _____ and
 222 such includes: _____
 223 Homeowner's Association contact name, phone number, website, or email address: _____
 224 _____
 225 _____
 226

227 **14. OTHER MATTERS:**

- 228 (a) Are you aware of any of the following? Yes ☐ No ☒
 229 ☐ Party walls ☐ Common areas ☐ Easement Driveways. _____
 230 (b) Are you aware of any fire damage to the Property? Yes ☐ No ☒
 231 (c) Are there any liens, other than mortgage(s)/deeds of trust currently on the
 232 Property? Yes ☐ No ☒
 233 (d) Are there any violations of laws or regulations affecting the Property? Yes ☐ No ☒
 234 (e) Are you aware of any other conditions that may materially and adversely
 235 affect the value or desirability of the Property? Yes ☐ No ☒
 236 (f) Are you aware of any other condition that may prevent you from completing
 237 the sale of the Property? Yes ☐ No ☒
 238 (g) Are you aware of any general stains or pet stains to the carpet, the flooring

- or sub-flooring? Yes ☐ No ☐
- (h) Do you have keys for all exterior doors, including garage doors in the home? Yes ☒ No ☐
- List locks without keys _____
- (i) Are you aware of any violation of zoning, setbacks or restrictions, or non-conforming uses? Yes ☐ No ☒
- (j) Are you aware of any unrecorded interests affecting the Property? Yes ☐ No ☒
- (k) Are you aware of anything that would interfere with giving clear title to the BUYER? Yes ☐ No ☒
- (l) Are you aware of any existing or threatened legal action pertaining to the Property? Yes ☐ No ☐
- (m) Are you aware of any litigation or settlement pertaining to this Property? Yes ☐ No ☐
- (n) Have you added any insulation since you have owned the Property? Yes ☐ No ☐
- (o) Have you replaced any appliances that remain with the Property in the past five years? Yes ☐ No ☐
- (p) Are there any transferable warranties on the Property or any of its components? Yes ☐ No ☐
- (q) Have you made any insurance or other claims pertaining to this Property in the past 5 years? Yes ☐ No ☐
- If yes, were repairs from claim(s) completed? Yes ☐ No ☐
- (r) Are you aware of any use of synthetic stucco in the property? Yes ☐ No ☒

If any of the answers in this section are "Yes", (except g), explain in detail: _____

15. UTILITIES: Identify the name and phone number for utilities listed below.

Electric Company Name - Nemaha/Marshall Phone _____

Gas Company Name - Propane - Beattie Coop Phone _____

Water Company Name - RWP Phone _____

16. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS)

The Residential Real Estate Sale Contract, not the Seller's Disclosure Statement, the MLS, or other promotional material, provides for what is included in the sale of the property. All existing improvements on Property (if any) and appurtenances, fixtures and equipment, whether buried, nailed, bolted, screwed, glued or otherwise permanently attached to Property are expected to remain with Property unless excluded from the sale in the Residential Real Estate Sale Contract.

OS = Operating and Staying with the Property (Means the item is performing its intended function)

EX = Staying with the Property but Excluded from Mechanical Repairs and cannot be an Unacceptable Condition

NA = Not applicable

NS = Not staying with the Property

282	☐ Air Conditioning Window Units, # _____	☐ Garage door opener(s)	☐ Sprinkler System _____
283	☒ Air Conditioning Central System	☐ Garage Door Transmitter(s), # _____	☐ Sprinkler System Back Flow Valve
284	☒ Attic Fan	☐ Gas Grill	☐ Sprinkler System Auto Timer
285	☒ Ceiling Fans, # _____	☐ Gas Yard Light	☐ Statuary/Yard Art
286	☒ Central vac & attachments	☐ Humidifier	☐ Stove, _____ Elec. _____ Gas
287	☒ Dishwasher	☐ Intercom	☐ Stove Downdraft Cooktop
288	☒ Disposal	☐ Laundry – Washer	☐ Stove Oven _____ Elec. _____ Gas
289	☒ Doorbell	☐ Laundry – Dryer	☐ Stove Oven – Convection
290	☐ Electric air cleaner or purifier	☐ Microwave Oven	☐ Stove/Oven Clock Timer
291	☒ Electric Garage Door Opener(s)	☒ Propane Tank	☐ Stove Vent Hood
292	☒ Exhaust fan(s) – baths	☐ Refrigerator	☐ Sump Pump
293	☒ Fireplace heat re-circulator	☐ Location of Refrigerator _____	☐ Swimming Pool
294	☐ Fireplace insert	☐ Security System	☐ Swimming Pool Heater
295	☐ Fireplace Gas Logs	☐ _____ Owned _____ Leased	☐ Swimming Pool Equipment
296	☐ Fireplace Gas Starter	☐ Smoke Detector(s), # _____	☐ Trash Compactor
297	☒ Fireplace – wood burning stove	☐ Spa/Hot Tub	☐ TV Antenna/Receiver/Satellite Dish
298	☐ Fountain(s)	☐ Spa/Sauna	☐ _____ Own _____ Lease
299	☐ Furnace/heat pump/other hgtg system	☐ Spa Equipment	☒ Water Softener and/or purifier
300	☐ Other _____	☐ Other _____	☐ _____ Own _____ Lease
301	☐ Other _____	☐ Other _____	☐ Other _____

302
303 Disclose any material information and describe any significant repairs, improvements or alterations to
304 the Property not fully revealed above. If applicable, state who did the work. Attach to this disclosure any
305 repair estimates, reports, invoices, notices or other documents describing or referring to the matters
306 revealed herein: _____
307 _____
308 _____
309 _____

310 The undersigned SELLER represents that the information set forth in the foregoing Disclosure Statement
311 is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or
312 guarantee of any kind. SELLER hereby authorizes their agent to provide this information to prospective
313 BUYER of the property and to real estate brokers and salespeople. **SELLER will promptly notify**
314 **Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to**
315 **Closing, and Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER,**
316 **in writing, of such changes. (Initial and date any changes and/or attach a list of additional**
317 **changes. If attached, # _____ of pages).**

318
319 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**
320 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
321 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

322 DocuSigned by:

323 *JEB*

324 3/22/2021

325 CAA7D9F915094BE...

SELLER

DATE SELLER

DATE

326 BUYER ACKNOWLEDGEMENT AND AGREEMENT

327

- 328 1. I understand and agree that the information in this form is limited to information of which SELLER has
329 actual knowledge and that SELLER need only make an honest effort at fully revealing the information
330 requested.
- 331 2. This property is being sold to me without warranties or guaranties of any kind by SELLER or
332 Broker(s) or agents concerning the condition or value of the Property.
- 333 3. I agree to verify any of the above information, and any other important information provided by
334 SELLER or Broker (including any information obtained through the Multiple Listing Service) by an
335 independent investigation of my own. I have been specifically advised to have Property examined by
336 professional inspectors.
- 337 4. I acknowledge that neither SELLER nor Broker is an expert at detecting or repairing physical defects
338 in Property.
- 339 5. I specifically represent that there are no important representations concerning the condition or value
340 of Property made by SELLER or Broker on which I am relying except as may be fully set forth in
341 writing and signed by them.

342

343

344

345

BUYER**DATE****BUYER****DATE**

No
warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its
use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that
amendments to this Contract be made. Copyright January 2008. Last revised 10/07. All previous versions of this document may no longer
be valid.