



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

SELLER (Indicate Marital Status): Thomas F. and Marie A. Fangrow Trust Executed By Marie A. Fangrow (ASP)

PROPERTY: 1995 West 247th Street, Louisburg, KS 66053

1. NOTICE TO SELLER.

Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any material defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in civil liability for damages. Non-occupant SELLERS are not relieved of this obligation. This disclosure statement is designed to assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this information.

2. NOTICE TO BUYER.

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

3. OCCUPANCY.

Approximate age of Property? 1993 How long have you owned? Approx 60 years
Does SELLER currently occupy the Property? Yes ☒ Yes ☐ No
If "No", how long has it been since SELLER occupied the Property? _____ years/months

4. TYPE OF CONSTRUCTION. ☐ Manufactured ☐ Modular ☒ Conventional/Wood Frame
☐ Mobile ☐ Other _____

5. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH SELLER'S LAND DISCLOSURE ALSO.) ARE YOU AWARE OF:

- a. Any fill or expansive soil on the Property? Yes ☐ No ☒
b. Any sliding, settling, earth movement, upheaval or earth stability problems on the Property? Yes ☐ No ☒
c. The Property or any portion thereof being located in a flood zone, wetlands area or proposed to be located in such as designated by FEMA which requires flood insurance? Yes ☐ No ☒
d. Any drainage or flood problems on the Property or adjacent properties? Yes ☐ No ☒
e. Any flood insurance premiums that you pay? Yes ☐ No ☒
f. Any need for flood insurance on the Property? Yes ☐ No ☒
g. Any boundaries of the Property being marked in any way? Yes ☐ No ☒
h. The Property having had a stake survey? Yes ☐ No ☒
i. Any encroachments, boundary line disputes, or non-utility easements affecting the Property? Yes ☐ No ☒
j. Any fencing on the Property? Yes ☒ No ☐
If "Yes", does fencing belong to the Property? N/A ☐ Yes ☒ No ☐
k. Any diseased, dead, or damaged trees or shrubs on the Property? Yes ☒ No ☐
l. Any gas/oil wells, lines or storage facilities on Property or adjacent property? Yes ☐ No ☒
m. Any oil/gas leases, mineral, or water rights tied to the Property? Yes ☐ No ☒

If any of the answers in this section are "Yes", explain in detail or attach other documentation:

MAF ☐ Initials
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Initials ☐ ☐
BUYER BUYER

53 **6. ROOF.**

- 54 a. Approximate Age: 2 years ☐ Unknown Type: Composite
- 55 b. Have there been any problems with the roof, flashing or rain gutters? Yes ☐ No ☒
- 56 If "Yes", what was the date of the occurrence?
- 57 c. Have there been any repairs to the roof, flashing or rain gutters? Yes ☐ No ☒
- 58 Date of and company performing such repairs:
- 59 d. Has there been any roof replacement? Yes ☒ No ☐
- 60 If "Yes", was it: ☒ Complete or ☐ Partial
- 61 e. What is the number of layers currently in place? 1 layers or ☐ Unknown.

62 If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other

63 documentation:

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68 **7. INFESTATION. ARE YOU AWARE OF:**

- 69 a. Any termites, wood destroying insects, or other pests on the Property? Yes ☐ No ☒
- 70 b. Any damage to the Property by termites, wood destroying insects or other
- 71 pests? Yes ☐ No ☒
- 72 c. Any termite, wood destroying insects or other pest control treatments on the
- 73 Property in the last five (5) years? Yes ☐ No ☒
- 74 If "Yes", list company, when and where treated:
- 75 d. Any current warranty, bait stations or other treatment coverage by a licensed
- 76 pest control company on the Property? Yes ☐ No ☒
- 77 If "Yes", the annual cost of service renewal is \$_____ and the time
- 78 remaining on the service contract is _____.
- 79 (Check one) ☐ The treatment system stays with the Property or ☐ the treatment system is
- 80 subject to removal by the treatment company if annual service fee is not paid.

81 If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other

82 documentation:

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87 **8. STRUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS.**

88 **ARE YOU AWARE OF:**

- 89 a. Any movement, shifting, deterioration, or other problems with walls, foundations,
- 90 crawl space or slab? Yes ☐ No ☒
- 91 b. Any cracks or flaws in the walls, ceilings, foundations, concrete slab,
- 92 crawl space, basement floor or garage? Yes ☐ No ☒
- 93 c. Any corrective action taken including, but not limited to piercing or bracing? Yes ☐ No ☒
- 94 d. Any water leakage or dampness in the house, crawl space or basement? Yes ☐ No ☒
- 95 e. Any dry rot, wood rot or similar conditions on the wood of the Property? Yes ☐ No ☒
- 96 f. Any problems with windows or exterior doors? Yes ☐ No ☒
- 97 g. Any problems with driveways, patios, decks, fences or retaining walls on the Property? Yes ☐ No ☒
- 98 h. Any problems with fireplace including, but not limited to firebox, chimney,
- 99 chimney cap and/or gas line? N/A ☐ Yes ☐ No ☒
- 00 Date of any repairs, inspection(s) or cleaning?
- 01 Date of last use?
- 02 i. Does the Property have a sump pump? Yes ☐ No ☒
- 03 If "Yes", location:
- 04 j. Any repairs or other attempts to control the cause or effect of any problem described above? Yes ☐ No ☒

05 If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other

06 documentation:

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110 9. ADDITIONS AND/OR REMODELING.

- 111 a. Are you aware of any additions, structural changes, or other material alterations to
112 the Property? Yes ☐ No ☒
113 If "Yes", explain in detail: _____
114 _____
115 b. If "Yes", were all necessary permits and approvals obtained, and was all work in
116 compliance with building codes? N/A ☒ Yes ☐ No ☐
117 If "No", explain in detail: _____
118 _____
119 _____

120 10. PLUMBING RELATED ITEMS.

- 121 a. What is the drinking water source? ☒ Public ☐ Private ☐ Well ☐ Cistern
122 If well water, state type _____ depth _____
123 diameter _____ age _____
124 b. If the drinking water source is a well, when was the water last checked for
125 safety and what was the result of the test? _____
126 c. Is there a water softener on the Property? Yes ☐ No ☒
127 If "Yes", is it: ☐ Leased ☐ Owned?
128 d. Is there a water purifier system? Yes ☐ No ☒
129 If "Yes", is it: ☐ Leased ☐ Owned?
130 e. What type of sewage system serves the Property? ☐ Public Sewer ☐ Private Sewer
131 ☒ Septic System, Number of Tanks _____ ☐ Cesspool ☐ Lagoon ☐ Other _____
132 f. The location of the sewer line clean out trap is: _____
133 g. Is there a sewage pump on the septic system? N/A ☒ Yes ☐ No ☐
134 h. Is there a grinder pump system? Yes ☐ No ☒
135 i. If there is a privately owned system, when was the septic tank, cesspool, or sewage
136 system last serviced? _____ By whom? _____
137 j. Is there a sprinkler system? Yes ☐ No ☒
138 Does sprinkler system cover full yard and landscaped areas? N/A ☒ Yes ☐ No ☐
139 If "No", explain in detail: _____
140 k. Are you aware of any leaks, backups, or other problems relating to any of the
141 plumbing, water, and sewage related systems? Yes ☐ No ☒
142 l. Type of plumbing material currently used in the Property:
143 ☒ Copper ☐ Galvanized ☐ PVC ☐ PEX ☐ Other _____
144 The location of the main water shut-off is: _____
145 m. Is there a back flow prevention device on the lawn sprinkling system,
146 sewer or pool? N/A ☒ Yes ☐ No ☐
147 _____

148 If your answer to (k) in this section is "Yes", explain in detail or attach available
149 documentation:
150 _____
151 _____

152 ☐ MAF ☐ _____ Initials _____ Initials ☐ ☐ _____
153 SELLER SELLER BUYER BUYER

11. 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. 28 years X Yearly by Lancaster
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. 15 years X Replaced about 1998
2.
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 ☐ Tankless
Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By Whom?
1. 28 years X
2.
e. Are you aware of any problems regarding these items? Yes ☐ No ☒
If "Yes", explain in detail:

12. ELECTRICAL SYSTEM.

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

13. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:

- a. Any underground tanks on the Property? Yes ☐ No ☒
b. Any landfill on the Property? Yes ☐ No ☒
c. Any toxic substances on the Property (e.g. tires, batteries, etc.)? Yes ☐ No ☒
d. Any contamination with radioactive or other hazardous material? Yes ☐ No ☒
e. Any testing for any of the above-listed items on the Property? Yes ☐ No ☒
f. Any professional testing/mitigation for radon on the Property? Yes ☐ No ☒
g. Any professional testing/mitigation for mold on the Property? Yes ☐ No ☒
h. Any other environmental issues? Yes ☐ No ☒
i. Any controlled substances ever manufactured on the Property? Yes ☐ No ☒
j. Any methamphetamine ever manufactured on the Property? Yes ☐ No ☒

(In Missouri, a separate disclosure is required if methamphetamine or other controlled substances have been produced on the Property, or if any resident of the Property has been convicted of the production of a controlled substance.)

If any of the answers in this section are "Yes", explain in detail or attach test results and other documentation:

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205 **14. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:**

- 206 a. The Property located outside of city limits?..... Yes ☒ No ☐
- 207 b. Any current/pending bonds, assessments, or special taxes that
- 208 apply to Property? Yes ☐ No ☒
- 209 If "Yes", what is the amount? \$ _____
- 210 c. Any condition or proposed change in your neighborhood or surrounding
- 211 area or having received any notice of such? Yes ☐ No ☒
- 212 d. Any defect, damage, proposed change or problem with any
- 213 common elements or common areas? Yes ☐ No ☒
- 214 e. Any condition or claim which may result in any change to assessments or fees?..... Yes ☐ No ☒
- 215 f. Any streets that are privately owned? Yes ☐ No ☒
- 216 g. The Property being in a historic, conservation or special review district that
- 217 requires any alterations or improvements to the Property be approved by a
- 218 board or commission? Yes ☐ No ☒
- 219 h. The Property being subject to tax abatement?..... Yes ☐ No ☒
- 220 i. The Property being subject to a right of first refusal?..... Yes ☐ No ☒
- 221 If "Yes", number of days required for notice: _____
- 222 j. The Property being subject to covenants, conditions, and restrictions of a
- 223 Homeowner's Association or subdivision restrictions? Yes ☐ No ☒
- 224 k. Any violations of such covenants and restrictions? N/A ☒ Yes ☐ No ☒
- 225 l. The Homeowner's Association imposing its own transfer fee and/or
- 226 initiation fee when the Property is sold? N/A ☒ Yes ☐ No ☐
- 227 If "Yes", what is the amount? \$ _____
- 228

229 Homeowner's Association dues are paid in full until _____ in the amount of \$ _____

230 payable ☐ yearly ☐ semi-annually ☐ monthly ☐ quarterly, sent to _____ and

231 such includes: _____

232 Homeowner's Association/Management Company contact name, phone number, website, or email address:

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237 If any of the answers in this section are "Yes" (except h and k), explain in detail or attach other

238 documentation: _____

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241 **15. PREVIOUS INSPECTION REPORTS.**

- 242 Has Property been inspected in the last twelve (12) months? Yes ☐ No ☒
- 243 If "Yes", a copy of inspection report(s) are available upon request.
- 244

245 **16. OTHER MATTERS. ARE YOU AWARE OF:**

- 246 a. Any of the following?
- 247 ☐ Party walls ☐ Common areas ☐ Easement Driveways Yes ☐ No ☒
- 248 b. Any fire damage to the Property? Yes ☐ No ☒
- 249 c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? Yes ☐ No ☒
- 250 d. Any violations of laws or regulations affecting the Property? Yes ☐ No ☒
- 251 e. Any other conditions that may materially affect the value
- 252 or desirability of the Property? Yes ☐ No ☒
- 253 f. Any other condition, including but not limited to financial, that may prevent
- 254 you from completing the sale of the Property? Yes ☐ No ☒
- 255 g. Any animals or pets residing in the Property during your ownership? Yes ☐ No ☒
- 256 h. Any general stains or pet stains to the carpet, the flooring or sub-flooring? Yes ☐ No ☒
- 257 i. Missing keys for any exterior doors, including garage doors to the Property? Yes ☐ No ☒
- 258 List locks without keys _____
- 259 j. Any violations of zoning, setbacks or restrictions, or non-conforming uses? Yes ☐ No ☒
- 260 k. Any unrecorded interests affecting the Property? Yes ☐ No ☒
- 261 l. Anything that would interfere with giving clear title to the BUYER? Yes ☐ No ☒

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- m. Any existing or threatened legal action pertaining to the Property? Yes ☐ No ☒
- n. Any litigation or settlement pertaining to the Property? Yes ☐ No ☒
- o. Any added insulation since you have owned the Property? Yes ☐ No ☒
- p. Having replaced any appliances that remain with the Property in the past five (5) years? Yes ☐ No ☒
- q. Any transferable warranties on the Property or any of its components? Yes ☐ No ☒
- r. Having made any insurance or other claims pertaining to the Property in the past five (5) years? Yes ☐ No ☒
If "Yes", were repairs from claim(s) completed? N/A ☒ Yes ☐ No ☐
- s. Any use of synthetic stucco on the Property? Yes ☐ No ☒

If any of the answers in this section are "Yes", explain in detail:

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

Electric Company Name:	<u>Evergy</u>	Phone #	_____
Gas Company Name:	_____	Phone #	_____
Water Company Name:	<u>RW #2</u>	Phone #	_____
Trash Company Name:	_____	Phone #	_____
Other:	_____	Phone #	_____
Other:	_____	Phone #	_____

18. ELECTRONIC SYSTEMS AND COMPONENTS.

Any technology or systems staying with the Property? N/A ☐ Yes ☒ No ☐
If "Yes" list:

DirectTV Dish on Deck.

Upon Closing SELLER will provide BUYER with codes and passwords, or items will be reset to factory settings.

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

The Residential Real Estate Sale Contract, including this paragraph of the residential Seller's Disclosure and Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other promotional material, provides for what is included in the sale of the Property. Items listed in the "Additional Inclusions" or "Exclusions" in Subparagraphs 1b and 1c of the Contract supersede the Seller's Disclosure and the pre-printed list in Paragraph 1 of the Contract. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller's Disclosure and the pre-printed list govern what is or is not included in this sale. If there are differences between the Seller's Disclosure and the Paragraph 1 list, the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the "Additional Inclusions" and/or the "Exclusions" in Paragraph 1b and/or 1c, all existing improvements on the Property (if any) and appurtenances, fixtures and equipment (which seller agrees to own free and clear), whether buried, nailed, bolted, screwed, glued or otherwise permanently attached to Property are expected to remain with Property, including, but not limited to:

Attached shelves, racks, towel bars
Attached lighting
Attached floor coverings
Bathroom vanity mirrors,
attached or hung
Fences (including pet systems)

Fireplace grates, screens, glass doors
Mounted entertainment brackets
Plumbing equipment and fixtures
Storm windows, doors, screens
Window blinds, curtains, coverings
and window mounting components

<div style="border: 1px solid black; padding: 2px;">MAF</div>	<div style="border: 1px solid black; width: 50px; height: 20px;"></div>	Initials	_____	Initials	<div style="border: 1px solid black; width: 50px; height: 20px;"></div>	<div style="border: 1px solid black; width: 50px; height: 20px;"></div>
SELLER	SELLER				BUYER	BUYER

316 Fill in all blanks using one of the abbreviations listed below.

317 "OS" = Operating and Staying with the Property (any item that is performing its intended function).

318 "EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable

319 Condition.

320 "NA" = Not applicable (any item not present).

321 "NS" = Not staying with the Property (item should be identified as "NS" below.)

322

323

324 Air Conditioning Window Units, #

325 OS Air Conditioning Central System

326 OS Attic Fan

327 OS Ceiling Fan(s), # 1

328 OS Central Vac and Attachments

329 Closet Systems

330 Location

331 OS Doorbell

332 Electric Air Cleaner or Purifier

333 Electric Car Charging Equipment

334 OS Exhaust Fan(s) - Baths

335 Fences - Invisible & Controls

336 Fireplace(s), # 1

337 Location #1 Living Rm. Location #2

338 OS Chimney Chimney

339 OS Gas Logs Gas Logs

340 OS Gas Starter Gas Starter

341 OS Heat Re-circulator Heat Re-circulator

342 Insert Insert

343 Wood Burning Stove Wood Burning Stove

344 Other Other

345 Fountain(s)

346 OS Furnace/Heat Pump/Other Heating System

347 OS Garage Door Keyless Entry

348 OS Garage Door Opener(s), # 2

349 OS Garage Door Transmitter(s), # 2

350 Gas Yard Light

351 Humidifier

352 Intercom

353 OS Jetted Tub

354 KITCHEN APPLIANCES

355 Cooking Unit

356 OS Cooktop ☒ Elec. ☐ Gas

357 OS Microwave Oven

358 OS Oven

359 ☒ Elec. ☐ Gas ☐ Convection

360 OS Stove/Range

361 ☒ Elec. ☐ Gas ☐ Convection

362 OS Dishwasher

363 OS Disposal

364 OS Freezer

365 Location Garage (Fridge & Freezer)

366 OS Ice maker

367 OS Refrigerator (#1)

368 Location Kitchen

369 OS Refrigerator (#2)

370 Location Garage

371 Trash Compactor

OS Laundry - Washer

OS Laundry - Dryer

Elec. Gas

MOUNTED ENTERTAINMENT EQUIPMENT

Item #1

Location

Item #2

Location

Item #3

Location

Item #4

Location

Item #5

Location

MAF OS Outside Cooking Unit

OS Propane Tank

☒ Owned ☐ Leased

Security System

☐ Owned ☐ Leased

OS Smoke/Fire Detector(s), #

OS Shed - Large Barn

Spa/Hot Tub

Spa/Sauna

Spa Equipment

Sprinkler System Auto Timer

Sprinkler System Back Flow Valve

Sprinkler System (Components & Controls)

Statuary/Yard Art

Swing set/Playset

Sump Pump

Swimming Pool (Swimming Pool Rider Attached)

Swimming Pool Heater

Swimming Pool Equipment

OS TV Antenna/Receiver/Satellite Dish

☐ Owned ☒ Leased

OS Water Heater(s)

Water Softener and/or Purifier

☐ Owned ☐ Leased

Boat Dock, ID #

Camera-Surveillance Equipment

Generator

Other

Other

Other

Other

Other

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Other

Other

Other

Other

Other

Other

Other

Other

Other

Other

MAF

Initials

SELLER SELLER

Initials

BUYER BUYER

372 Disclose any material information and describe any significant repairs, improvements or alterations to the Property not
373 fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports,
374 invoices, notices or other documents describing or referring to the matters revealed herein:
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379 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing
380 Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or
381 guarantee of any kind. SELLER hereby authorizes the Licensee assisting SELLER to provide this information to
382 prospective BUYER of the Property and to real estate brokers and salespeople. SELLER will promptly notify
383 Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and
384 Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes.
385 (SELLER and BUYER initial and date any changes and/or attach a list of additional changes, if attached, #
386 of pages).
387

388 CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS
389 DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.
390 IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.
391
392
393
394

395 Maria A. Fragow 10/13/21
396 SELLER DATE
397

398 _____
399 SELLER DATE

400 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**
401

- 402 1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge
403 and SELLER need only make an honest effort at fully revealing the information requested.
404 2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or agents
405 concerning the condition or value of the Property.
406 3. I agree to verify any of the above information, and any other important information provided by SELLER or Broker(s)
407 (including any information obtained through the Multiple Listing Service) by an independent investigation of my own.
408 I have been specifically advised to have Property examined by professional inspectors.
409 4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in Property.
410 5. I specifically represent there are no important representations concerning the condition or value of Property made
411 by SELLER or Broker(s) on which I am relying except as may be fully set forth in writing and signed by them.
412
413
414

415 _____
416 BUYER DATE

417 _____
418 BUYER DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No
warranty is made or implied as to the legal validity or adequacy of the 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. Last revised September 2020. All previous versions of this document may no longer be valid.
Copyright January 2021.



SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM

(Land)

(IF PROPERTY IS IMPROVED, USE IN CONJUNCTION WITH THE APPROPRIATE SELLER'S
DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM)

1 **SELLER** (Indicate Marital Status): Thomas F. and Marie A Fangrow Trust Executed By Marie A. Fangrow (ASP)

5 **LEGAL DESCRIPTION:** (As described in the attached Legal Description/Company Disclosure Addendum, or
described below) 1995 W. 247th St. Louisburg, KS 66053

NE4 NW4 & TR Beg 30W NE/C NW4 S11 T16 R25 Miami County 40.41 Acres M/L

10 Approximate date SELLER purchased Property: Property is
11 currently zoned as

1. NOTICE TO SELLER.

14 Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets
15 if space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any
16 material defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in
17 civil liability for damages. This disclosure statement is designed to assist SELLER in making these disclosures.
18 Licensee(s), prospective buyers and buyers will rely on this information.

2. NOTICE TO BUYER.

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

3. WATER SOURCE.

- 26 a. Is there a water source on or to the Property? Yes ☒ No ☒ ^{MAF}
27 ☐ Public ☐ Private ☐ Well ☐ Cistern ☐ Other ☐ None
28 b. If well, state type _____ depth _____
29 1. Diameter _____ age _____
30 2. Has water ever been tested? Yes ☐ No ☐
31 c. Other water systems & their condition: N/A
32 d. Is there a water meter on the Property? Yes ☐ No ☒
33 e. Is there a rural water certificate? Yes ☐ No ☒
34 f. Other applicable information: _____

37 If any of the answers in this section are "Yes", explain in detail or attach documentation:

4. GAS/ELECTRIC.

- 42 a. Is there electric service on the Property? Yes ☒ No ☐
43 If "Yes", is there a meter? N/A ☐ Yes ☒ No ☒
44 b. Is there gas service on the Property? Yes ☒ No ☒
45 If "Yes", what is the source?
46 c. Are you aware of any additional costs to hook up utilities? Yes ☐ No ☒
47 d. Other applicable information: _____

50 If any of the answers in this section are "Yes", explain in detail or attach documentation:

51 ☒ MAF ☐ _____
52 SELLER SELLER

Initials ☐ ☐
BUYER BUYER

53 5. LAND (SOILS, DRAINAGE AND BOUNDARIES). ARE YOU AWARE OF:

- 54 a. The Property or any portion thereof being located in a flood zone, wetlands area or proposed
55 to be located in such as designated by FEMA which requires flood insurance? Yes ☐ No ☒
56 b. Any drainage or flood problems on the Property or adjacent properties? Yes ☐ No ☒
57 c. Any neighbors complaining Property causes drainage problems? Yes ☐ No ☒
58 d. The Property having had a stake survey? Yes ☐ No ☒
59 e. Any boundaries of the Property being marked in any way? Yes ☐ No ☒
60 f. Having an Improvement Location Certificate (ILC) for the Property? Yes ☐ No ☒
61 g. Any fencing/gates on the Property? Yes ☒ No ☐
62 If "Yes", does fencing/gates belong to the Property? Yes ☒ No ☐
63 h. Any encroachments, boundary line disputes, or non-utility
64 easements affecting the Property? Yes ☐ No ☒
65 i. Any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability
66 problems that have occurred on the Property or in the immediate vicinity? Yes ☐ No ☒
67 j. Any diseased, dead, or damaged trees or shrubs on the Property? Yes ☒ No ☐
68 k. Other applicable information: MAP

69
70 If any of the answers in this section are "Yes" (except g), explain in detail or attach all warranty
71 information and other documentation:
72

73
74

75 6. SEWAGE.

- 76 a. Does the Property have any sewage facilities on or connected to it? Yes ☐ No ☒
77 If "Yes", are they:
78 ☐ Public Sewer ☐ Private Sewer ☐ Septic System ☐ Cesspool
79 ☐ Lagoon ☐ Grinder Pump ☐ Other
80 If applicable, when last serviced? _____
81 By whom? _____
82 b. Has Property had any surface or subsurface soil testing related to
83 installation of sewage facility? N/A ☒ Yes ☐ No ☐
84 c. Are you aware of any problems relating to the sewage facilities? Yes ☐ No ☒

85 If any of the answers in this section are "Yes", explain in detail or attach all warranty information and
86 other documentation:
87

88
89

90 7. LEASEHOLD AND TENANT'S RIGHTS, INTERESTS, INCLUDING GAS AND OIL LEASES.
91 (Check and complete applicable box(es))

- 92 a. Are there leasehold interests in the Property? Yes ☒ No ☐
93 If "Yes", complete the following:
94 Lessee is: MAP
95 Contact number is: 913-238-6070 George Jacobs -
96 Seller is responsible for: _____
97 Lessee is responsible for: _____
98 Split or Rent is: _____
99 Agreement between Seller and Lessee shall end on or before: _____
100 ☐ Copy of Lease is attached.

MAP
SELLER SELLER

Initials

Initials

BUYER BUYER

- 101 b. Are there tenant's rights in the Property? Yes ☒ No ☒
102 If "Yes", complete the following:
103 Tenant/Tenant Farmer is: _____
104 Contact number is: _____
105 Seller is responsible for: _____
106 Tenant/Tenant Farmer is responsible for: _____
107 Split or Rent is: _____
108 Agreement between Seller and Tenant shall end on or before: _____
109 ☐ Copy of Agreement is attached.
110 c. Do additional leasehold interests or tenant's rights exist? Yes ☐ No ☒
111 If "Yes", explain: _____
112 _____
113 _____

114 8. MINERAL RIGHTS (unless superseded by local, state or federal laws).

- 115 ☒ Pass unencumbered with the land to the Buyer.
116 ☐ Remain with the Seller.
117 ☐ Have been previously assigned as follows: _____
118 _____
119 _____

120 9. WATER RIGHTS (unless superseded by local, state or federal laws).

- 121 ☒ Pass unencumbered with the land to the Buyer.
122 ☐ Remain with the Seller.
123 ☐ Have been previously assigned as follows: _____
124 _____
125 _____

126 10. CROPS (planted at time of sale).

- 127 ☒ Pass with the land to the Buyer.
128 ☐ Remain with the Seller.
129 ☐ Have been previously assigned as follows: _____
130 _____
131 _____

132 11. GOVERNMENT PROGRAMS.

- 133 a. Are you currently participating, or do you intend to participate, in any government
134 farm program? Yes ☐ No ☒
135 b. Are you aware of any interest in all or part of the Property that has been reserved
136 by previous owner or government action to benefit any other property? Yes ☐ No ☒
137

138 If any of the answers in this section are "Yes", explain in detail or attach documentation:
139 _____
140 _____
141 _____

142 12. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:

- 143 a. Any underground storage tanks on or near Property? Yes ☐ No ☒
144 b. Any previous or current existence of hazardous conditions (e.g., storage tanks, oil
145 tanks, oil spills, tires, batteries, or other hazardous conditions)? Yes ☐ No ☒
146 If "Yes", what is the location? _____
147 c. Any previous environmental reports (e.g., Phase 1 Environmental reports)? Yes ☐ No ☒
148 d. Any disposal of any hazardous waste products, chemicals, polychlorinated
149 biphenyl's (PCB's), hydraulic fluids, solvents, paint, illegal or other drugs or
150 insulation on the Property or adjacent property? Yes ☐ No ☒
151 e. Environmental matters (e.g. discoloration of soil or vegetation or oil sheers
152 in wet areas)? Yes ☐ No ☒
153 f. Any existing hazardous conditions on the Property or adjacent properties (e.g.
154 methane gas, radon gas, radioactive material, landfill, toxic materials)? Yes ☐ No ☒

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- 155 g. Gas/oil wells, lines or storage facilities on the Property or adjacent property? Yes ☐ No ☒
156 h. Any other environmental conditions on the Property or adjacent properties? Yes ☐ No ☒
157 i. Any tests conducted on the Property? Yes ☐ No ☒
158

159 If any of the answers in this section are "Yes" (except b), explain in detail or attach documentation:
160
161
162

163 13. OTHER MATTERS. ARE YOU AWARE OF:

- 164 a. Any violation of zoning, setbacks or restrictions, or non-conforming use? Yes ☐ No ☒
165 b. Any violation of laws or regulations affecting the Property? Yes ☐ No ☒
166 c. Any existing or threatened legal action pertaining to the Property? Yes ☐ No ☒
167 d. Any litigation or settlement pertaining to the Property? Yes ☐ No ☒
168 e. Any current or future special assessments to the Property? Yes ☐ No ☒
169 f. Any other conditions that may materially and adversely affect the value or
170 desirability of the Property? Yes ☐ No ☒
171 g. Any other condition that may prevent you from completing the
172 sale of the Property? Yes ☐ No ☒
173 h. Any burial grounds on the Property? Yes ☐ No ☒
174 i. Any abandoned wells on the Property? Yes ☐ No ☒
175 j. Any public authority contemplating condemnation proceedings? Yes ☐ No ☒
176 k. Any government rule limiting the future use of the Property other than existing
177 zoning and subdivision regulations? Yes ☐ No ☒
178 l. Any government plans or discussion of public projects that could lead to special
179 benefit assessment against the Property or any part thereof? Yes ☐ No ☒
180 m. Any unrecorded interests affecting the Property? Yes ☐ No ☒
181 n. Anything that would interfere with passing clear title to the Buyer? Yes ☐ No ☒
182 o. The Property being subject to a right of first refusal? Yes ☐ No ☒
183 If "Yes", number of days required for notice: _____
184

185 If any of the answers in this section are "Yes", explain in detail or attach documentation:
186
187
188

189 14. UTILITIES. Identify the name and phone number for utilities listed below.

190 Electric Company Name: Evergy Phone # 888-471-5275
191 Gas Company Name: _____ Phone # _____
192 Water Company Name: _____ Phone # _____
193 Other: _____ Phone # _____
194

195 15. ELECTRONIC SYSTEMS AND COMPONENTS.

196 Any technology or systems staying with the Property? N/A ☐ Yes ☐ No ☒
197 If "Yes", list:
198
199

200 Upon Closing, SELLER will provide Buyer with codes and passwords, or items will be reset to factory settings.
201

202 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing
203 Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a
204 warranty or guarantee of any kind. SELLER hereby authorizes Licensee assisting SELLER to provide this
205 information to prospective BUYER of the Property and to real estate brokers and salespeople. SELLER will
206 promptly notify Licensee assisting the SELLER, in writing, if any information in this disclosure changes
207 prior to Closing, and Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER, in
208 writing, of such changes. (SELLER and BUYER initial and date any changes and/or any list of additional
209 changes. If attached, # _____ of pages).
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CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

<i>Maria A. Fongrow</i>	<i>10/13/21</i>		
SELLER	DATE	SELLER	DATE

BUYER ACKNOWLEDGEMENT AND AGREEMENT

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

BUYER	DATE	BUYER	DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. 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. Last revised September 2020. All previous versions of this document may no longer be valid. Copyright January 2021.



RESIDENTIAL SEPTIC SYSTEM ADDENDUM

SELLER: Thomas F. and Marie A. Fangrow Trust Executed By Marie A. Fangrow

BUYER:

PROPERTY: 1995 West 247th Street, Louisburg, KS 66053

The Property which is the subject of this Contract is not connected to a municipal or public sewer system. Sewage disposal is accomplished with a septic tank or similar installation. Septic systems may be subject to local, state and federal regulation. Installations which were proper at the time of original construction may not comply with governmental regulations which have been enacted since that time. **It is recommended that BUYER check with lender and/or local government authority regarding septic system inspection.**

Lenders are becoming more sensitive to environmental regulations, and it should be anticipated the BUYER'S financing may be conditioned upon proof that the septic system meets current regulatory requirements.

Even if a septic inspection is not required by lender or local government, BUYER is advised to consider an independent inspection of the septic system.

In the event proof of regulatory compliance of the septic system is required by a lender, or is sought for any other reason, and it is determined the system does not comply, it may be necessary to bring the system into compliance. Significant expense may be involved.

The cost of uncovering and recovering the septic tank lid(s), if needed, for purposes of this inspection will be paid by: **(Check One)** ☒ SELLER ☐ BUYER.

The cost of pumping the septic tank(s), if needed, for purposes of this inspection will be paid by: **(Check One)** ☒ SELLER ☐ BUYER.

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

<i>Marie A. Fangrow</i>	
SELLER	DATE
	BUYER
	DATE

SELLER	DATE
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