



2510 Chisholm Rd. | Canton, KS 67428

AUCTION: BIDDING OPENS: Tues, Nov 26th @ 2:00 PM

BIDDING CLOSING: Thurs, Dec 5th @ 2:40 PM

12041 E. 13th St. N. · Wichita, KS 67206
316.867.3600 · 800.544.4489 · McCurdy.com



McCurdy
REAL ESTATE & AUCTION



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TERMS AND CONDITIONS

Thank you for participating in today's auction. The auction will be conducted by McCurdy Real Estate & Auction, LLC ("McCurdy") on behalf of the owner of the real estate (the "Seller"). The real estate offered for sale at auction (the "Real Estate") is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy.

1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and, in the event that Bidder is the successful bidder, the Contract for Purchase and Sale. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
2. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from Seller or McCurdy, including, but not limited to, the following: the condition of the Real Estate; the Real Estate's suitability for any or all activities or uses; the Real Estate's compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; easements; covenants; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has had an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder's own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.
3. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate.
4. It is the sole responsibility of Bidder to monitor McCurdy's website with respect to any updates or information regarding any Real Estate on which Bidder is bidding. Bidder acknowledges that information regarding the Real Estate may be updated or changed on McCurdy's website at any time prior to the conclusion of bidding and that Bidder has timely reviewed the Real Estate information or assumes the risk of not having done so.
5. There will be a 10% buyer's premium (\$2,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.
6. The Real Estate is not offered contingent upon financing or appraisal.
7. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of cash, check, ACH or immediately available, certified funds in the amount set forth by McCurdy, by 4:00 p.m. (CST) on the business day following the auction. In the event that Bidder fails to pay the aforementioned earnest money by the time set forth above, Seller may terminate this Contract and proceed forward with selling the Real Estate to another buyer in addition to all other rights Seller may have under these Terms and Conditions. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by Seller and Bidder.

8. In the event the nonrefundable earnest money required to be paid as set forth above is in excess of the purchase price, the earnest money amount shall be reduced to the purchase price which Bidder will be required to pay under the same provisions as set forth above.
9. Auction announcements, postings or notifications (as applicable) take precedence over anything previously stated or printed, including these Terms and Conditions.
10. In the event of a conflict between these Terms and Conditions and any other rules, terms, or agreements governing the use of the online bidding platform, these Terms and Conditions govern.
11. These Terms and Conditions, especially as they relate to the qualifications of potential bidders, are designed for the protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole discretion of Seller or McCurdy, exceptions to certain Terms and Conditions may be made.
12. Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. If the successful Bidder fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these signed Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.
13. It is the responsibility of Bidder to make sure that McCurdy is aware of Bidder's attempt to place a bid. McCurdy disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. McCurdy is not responsible for errors in bidding and Bidder releases and waives any claims against McCurdy for bidding errors.
14. Bidder authorizes McCurdy to film, photograph, or otherwise record the voice or image of Bidder (at live events) and any guests or minors accompanying Bidder at this auction or components of the auction process and to use the films, photographs, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes. Bidder also agrees that this information may remain in the public domain for perpetuity. The Real Estate may have audio and/or video recording in use.
15. Broker/agent participation is invited. Broker/agents must fulfill the responsibilities and obligations set forth in the Broker Registration form to qualify for a cooperation/referral fee. To register, the completed form must be received and registered with McCurdy no later than 5 p.m. on the business day prior to the auction. In the event they have not fulfilled the requirements for participation, you may be responsible for the financial obligations with them.
16. McCurdy is acting solely as agent for Seller and not as an agent for Bidder. McCurdy is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will McCurdy be liable to Bidder for any damages, including incidental or consequential damages, arising out of or related to this auction, the Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale.
17. Neither Seller nor McCurdy, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the Real Estate. Any person entering on the Real Estate assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the Real Estate, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.
18. McCurdy reserves the right to establish all bidding increments. Should the Bidder have any request on increments, it is the responsibility of Bidder to call McCurdy within a reasonable time prior to the conclusion of the auction.
19. McCurdy may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
20. When creating an online bidding account, Bidder must provide complete and accurate information. Bidder is solely responsible for maintaining the confidentiality and security of their online bidding account and accepts full

responsibility for any use of their online bidding account. In the event that Bidder believes that their account has been compromised, Bidder must immediately inform McCurdy at auctions@mccurdy.com.

21. Bidder uses the online bidding platform at Bidder's sole risk. McCurdy is not responsible for any errors or omissions relating to the submission or acceptance of online bids. McCurdy makes no representations or warranties as to the online bidding platform's uninterrupted function or availability and makes no representations or warranties as to the online bidding platform's compatibility or functionality with Bidder's hardware or software. Neither McCurdy nor any individual or entity involved in creating or maintaining the online bidding platform will be liable for any damages arising out of Bidder's use or attempted use of the online bidding platform, including, but not limited to, damages arising out of the failure, interruption, unavailability, or delay in operation of the online bidding platform.
22. The ability to "pre-bid" or to place a maximum bid prior to the start of the auction is a feature offered solely for Bidder's convenience and should not be construed as a call for bids or as otherwise beginning the auction of any particular lot. Pre-bids will be held by McCurdy until the auction is initiated and will not be deemed submitted or accepted by McCurdy until the auction of that particular lot is formally initiated by McCurdy. If you are bidding against a previously placed max bid or pre-bid, the bid placed first will take precedence. If you leave a maximum bid, the bidding platform will bid up to that amount on your behalf and will only use your maximum/whole bid if necessary.
23. In the event of issues relating to the availability or functionality of the online bidding platform during the auction, McCurdy may, in its sole discretion, elect to suspend, pause, or extend the scheduled closing time of the auction. This will be a timed online auction and absentee bids which will be entered into the bidding as they are received. If you leave a maximum bid, the bidding platform will bid up to that amount on your behalf and will only use your maximum/whole bid if necessary.
24. Bidder may not use the online bidding platform in any manner that is a violation of these Terms and Conditions or applicable law, or in any way that is designed to damage, disable, overburden, compromise, or impair the function of the online bidding platform, the auction itself, or any other party's use or enjoyment of the online bidding platform.
25. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
26. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
27. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
28. Bidder warrants and represents that they are at least 18 years of age and are fully authorized to bid.
29. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.
30. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.
31. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set forth in these Terms and Conditions by 4:00 p.m. (CST) on the business day following the auction, then Bidder will be in breach of these Terms and Conditions and McCurdy may attempt to resell the Real Estate to other potential buyers. Regardless of whether McCurdy is able to successfully resell the Real Estate to another buyer, Bidder will remain liable to Seller for any damages resulting from Bidder's failure to comply with these Terms and Conditions.



Seller's Property Disclosure

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 2510 Chisholm Rd. - Canton, KS 67428

Seller:

Date of Purchase

Message to the Seller: This statement is a disclosure of the condition of the above described Property known by the SELLER on the date that it is signed. It is not a warranty of any kind by the SELLER(S) or any real estate licensees involved in this transaction, and should not be accepted as a substitute for any inspections or warranties the BUYER(S) may wish to obtain. If you know something important about the Property that is not addressed on the Seller's Property Disclosure, add that information to the form. Prospective Buyers may rely on the information you provide.

Instructions: (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the comment lines to explain.

By signing below you acknowledge that the failure to disclose known material information about the Property may result in liability.

Message to the Buyer: Although Seller's Property Disclosure is designed to assist the SELLER in disclosing all known material (important) facts about the Property, there are likely facts about the Property that the SELLER does not know. Therefore, it is important that you take an active role in obtaining the information about the Property.

Instructions: (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the Seller's Property Disclosure. (5) Obtain professional inspections of the Property. (6) Investigate the surrounding area.

THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT INDEPENDENTLY VERIFIED BY THE BROKER(S) OR AGENTS(S).

PART I

APPLIANCES							ELECTRICAL						
None	Does Not Transfer	TRANSFERS TO BUYER			Smart Device	Indicate the condition of the following items by marking the appropriate boxes.	None	Does Not Transfer	TRANSFERS TO BUYER			Smart Device	Indicate the condition of the following items by marking the appropriate boxes.
		Working	Not Working	Don't Know					Working	Not Working	Don't Know		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Smoke/Fire Detectors
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Light Fixtures
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Oven	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Switches/Outlets
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Range (Circle One) Gas <u>Electric</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ceiling Fan(s)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Microwave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bathroom Vent Fan(s)
						Built in (Circle One) <u>YES</u> NO	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Telephone Wiring/Blocks/Jacks
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Range Hood	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Door Bell
						Vented Outside (Circle One) YES NO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Intercom
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Kitchen Refrigerator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Garage Door Opener
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Clothes Washer	# of Remotes: _____			Keypad Entry: (Circle One) YES NO			
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Clothes Dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Aluminum Wiring
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trash Compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Copper Wiring
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	220 Volt
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Exterior Attached Gas Grill							Service Panel Total Amps
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other: <u>garage fridge</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Solar Equipment - (Circle One) <u>Own</u> Rent/Lease Company
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other: <u>deep freezer</u>							
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wind - (Circle One) Own Rent/Lease
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hydroelectric - (Circle One) Own Rent/Lease
Comments:							<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Security System - (Circle One) Own Rent/Lease Company
							<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Audio/Video Surveillance System

Rev 12/23

SELLER'S INITIALS: CW AN

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BUYER'S INITIALS: _____

#1004

WATER/SEWAGE SYSTEMS (See Part II Also)					HEATING & COOLING SYSTEMS					
TRANSFERS TO BUYER					TRANSFERS TO BUYER					
None Does Not Transfer	Working	Not Working	Don't Know	Smart Device	Indicate the condition of the following items by marking the appropriate boxes.					
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cooling System
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>						Type <i>window units</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						Age
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Heating System
				<input checked="" type="checkbox"/>			<i>wood</i>			Type
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<i>Propane</i>			Age
				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Window/Wall Air Conditioning Units
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electronic Air Filter
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Humidifier
					<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fireplace
					<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fireplace Insert
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wood burning Stove
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						Chimney/Flue - Date Last Cleaned
					<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Gas Log Lighter
					<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Whole House Attic Fan
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Solar Equipment - (Circle One) <i>Own</i> Rent/Lease Company
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Geothermal
Comments:					<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Propane Tank - (Circle One) <i>Own</i> Rent/Lease Company
					<i>Propane Central</i>					
					Comments:					
MEDIA					SMART DEVICES					
TRANSFERS TO BUYER					Any additional smart technology devices not covered in this form to transfer with the property, and any additional comments. Please list below:					
None Does Not Transfer	Working	Not Working	Don't Know	Smart Device	Indicate the condition of the following items by marking the appropriate boxes.					
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Satellite Dish					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ # of Rcvrs/Remotes					
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attached Antennas					
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cable TV Wiring/Jacks					
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attached Television Mount(s)					
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Projector(s)					
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Projector Screen(s)					
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Surround Sound Speakers					
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wired for Surround Sound					
Comments: <i>Speakers in garage rafters stay</i>					Any Additional Comments For Part I.					



PART II

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	
			SECTION 1 STRUCTURAL FOUNDATION/WALLS
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are any exterior walls covered with Exterior Insulation & Finish System (synthetic stucco)? If YES, are you aware of any adverse conditions? _____
			Indicate all that apply: <input type="checkbox"/> Basement <input type="checkbox"/> Crawl Space <input type="checkbox"/> Slab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any structural engineer's report(s) available? If YES, Date of Report: _____ Copy Attached? (Mark One): <input type="checkbox"/> YES <input type="checkbox"/> NO
<i>To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)</i>			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Movement, shifting, deterioration or other problems with walls or foundation?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cracks or flaws in the walls, floors or foundation?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Problems with driveways, walkways, patios, retaining walls, party walls?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Problems with operation of windows or doors, or broken seals?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Any corrective actions to items in this section? (Example - Piering, bracing, etc.)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is there insulation in the walls?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is there insulation in the floors?
Additional Comments:			

YES	NO	DON'T KNOW	
			SECTION 2 ROOF/INSULATION
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Age: _____ Type: _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	To your knowledge, are there any <input type="checkbox"/> PAST <input type="checkbox"/> PRESENT roof leaks? (Mark One) If any, identify details below.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	During your ownership, has the roof ever been <input type="checkbox"/> REPLACED? <input type="checkbox"/> REPAIRED? (Mark One) If YES, Date: _____ (Identify details below.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Do you know of any problems with chimneys or chases? (If YES, explain below.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Do you know of any problems with roof, roof structure or rain gutters? (If YES, explain below.)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is there insulation in the ceiling/attic?
Additional Comments:			

YES	NO	DON'T KNOW	
			SECTION 3 MOLD/MILDEW
According to the EPA, molds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the naked eye, and float through outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. Inhaling or touching mold spores may cause allergic reactions in sensitive individuals.			
<i>To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)</i>			
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Presence of any mold/mildew in the property?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any problems created by mold or mildew for occupants of the structure during your ownership?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Have you had any inspections for mold or mildew? If YES, Date: _____ (If YES, explain below.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Have you received any reports pertaining to mold or mildew on or within the structure? (If YES, attach.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Has the property had any professional mold remediation during your ownership? If YES, Date: _____
Additional Comments:			

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Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 4 WATER/SEWAGE SYSTEMS	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the property connected to City Water?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the property connected to Rural Water? If YES, Transfer Fee: _____ District: _____	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the property connected to any private water systems? (Mark all that apply.)	
			<input checked="" type="checkbox"/> Drinking Well	<input type="checkbox"/> Irrigation Well
				<input type="checkbox"/> Geo-Thermal Well
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Working?	Type: _____ Location: _____ Depth: _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Working?	Type: _____ Location: _____ Depth: _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Working?	Type: _____ Location: _____ Depth: _____
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Has the water in any wells shown test results of contamination? (If YES, explain below.)	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the property connected to a public sewer system? If shared lagoon/septic system, explain below.	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the property connected to a septic system? Date Last Pumped: _____	
			Tank Size: _____	Location: _____
			# feet laterals: _____	# Feet infiltrators: _____ Location: _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the property connected to a lagoon system? Location: <u>Northend of Property</u>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the property connected to some other type of waste disposal system? (If YES, explain below.)	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Has the main waste disposal line ever been snaked or scoped?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	To your knowledge, is there any problem relating to the waste disposal system?	
Additional Comments:				
YES	NO	DON'T KNOW	SECTION 5 WATER INTRUSION/LEAKS	
<i>To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)</i>				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any water leakage in or around the fireplace or chimney?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any water leakage around (If YES, mark all that apply.) <input type="checkbox"/> WINDOWS <input type="checkbox"/> SKYLIGHTS <input type="checkbox"/> DOORS?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any leaks occurring in any plumbing, water supply lines, drains, sewer lines, etc.?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any leaks caused by appliances?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any leaks from any condensation drain lines, humidifier, dehumidifier, etc.?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any water leakage into (If YES, mark all that apply.) <input type="checkbox"/> BASEMENT <input type="checkbox"/> CRAWL SPACE	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any accumulation of water within the basement/crawl space?	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sump Pump(s)	Location(s): <u>Basement</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Drain Tiles (If YES, mark all that apply.) <input type="checkbox"/> INTERIOR <input type="checkbox"/> EXTERIOR	
Additional Comments:				
YES	NO	DON'T KNOW	SECTION 6 PEST, WOOD INFESTATION & DRY ROT	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Do you have any knowledge of the following items on/affecting the property? (Mark all that apply.)	
			<input type="checkbox"/> WOOD DESTROYING INSECTS	<input type="checkbox"/> DRY ROT
				<input type="checkbox"/> OTHER WOOD INFESTATION
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any knowledge of any damage to the property caused by the following items? (Mark all that apply.)	
			<input type="checkbox"/> WOOD DESTROYING INSECTS	<input type="checkbox"/> DRY ROT
				<input type="checkbox"/> OTHER WOOD INFESTATION
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Have there been any repairs of such damage? (If YES, explain below.)	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the property currently under a termite warranty or other coverage by a licensed pest control company?	
			Company: _____	Warranty Expiration Date: _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any wood destroying insects control reports in the last 5 years? (If YES, explain below.)	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any professional wood destroying insects control treatments in the last 5 years? (If YES, explain below.)	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any pest control reports in the last 5 years? (If YES, explain below.)	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any professional pest control treatments in the last 5 years? (If YES, explain below.)	
Additional Comments:				

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Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

Attach all relevant documentation for further explanation, including any and all repair reports.

			SECTION 7	
YES	NO	DON'T KNOW	ENVIRONMENTAL CONDITIONS	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is the property located in a subdivision with a master drainage plan?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, is the property in compliance?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Has the property ever had any drainage problems during your ownership? (If YES, explain below.)	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any producing or non-producing gas/oil wells on the property or adjacent property?	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Do mineral rights convey to buyer? If NO, please define: _____	
Groundwater contamination has been detected in several areas in the State of Kansas.				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are you aware of groundwater contamination or other environmental concerns?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any reports or records pertaining to groundwater contamination or other environmental concerns?	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are there any diseased or dead trees and shrubs?	
<i>To your knowledge, are any of the following substances, materials, products on the real property? (YES or NO Only.)</i>				
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Asbestos	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contaminated soil or water (including drinking water)	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Landfill or buried materials	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lead-based paint (If YES, attach disclosure.)	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Radon gas in house or well Has a mitigation system been installed? (Mark One) <input type="checkbox"/> YES <input type="checkbox"/> NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Methane Gas	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oil sheers in wet areas	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Radioactive material	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Toxic material disposal (solvents, chemicals, etc.)	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Underground fuel or chemical storage tanks	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	EMFs (Electro Magnetic Fields)	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Urea formaldehyde foam insulation (UFFI)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other: _____	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are you aware if any portion of the property has ever been used for the manufacture of, or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy, LSD or any other illegal substances?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	To your knowledge, are any of the above conditions present near your property?	
Comments:				

Comments:

			SECTION 8		
YES	NO	DON'T KNOW	BOUNDARIES/LAND		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Have you had a survey of the property? (If YES, attach copy if available.)		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are the boundaries of your property marked in any way?		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is there any fencing on the boundaries of the property?		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does fencing belong to the property? If YES, which sides? _____		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any features of the property shared in common with adjoining landowners, such as, walls, fences, roads, driveways? (If YES, explain below.)		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the property owner responsible for maintenance of any such shared feature(s)?		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	To your knowledge, is any portion of the property located in a federally designated flood plain?		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Do you currently, or have you ever, paid flood insurance for the property?		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	To your knowledge, is any portion of the property located in a designated wetlands area?		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Do you know of any of the following items that have occurred on the property or in the immediate area? (Mark all that apply.)		
		<input type="checkbox"/>	EXPANSIVE SOIL	<input type="checkbox"/>	EARTH MOVEMENT
		<input type="checkbox"/>	FILL DIRT	<input type="checkbox"/>	UPHEAVAL
		<input type="checkbox"/>	SLIDING	<input type="checkbox"/>	EARTH STABILITY PROBLEMS
		<input type="checkbox"/>	SETTLING		
Comments:					

Comments:

235 Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.
 236 Attach all relevant documentation for further explanation, including any and all repair reports.

237 **SECTION 9**
 238 **SPECIAL ASSESSMENTS AND HOMEOWNER'S ASSOCIATION**
 239 The law requires that the Seller disclose the existence of special assessments against a property.
 240 YES NO DON'T KNOW Any current/pending bonds, assessments, or special taxes that apply to property?
 241 YES NO DON'T KNOW The property may be subject to special assessments or is located in an improvement district?
 (Refer to relevant tax disclosure - Mark One).
 Owner County Public Record Other: _____
 242
 243 YES NO DON'T KNOW Is the property subject to rules or regulations of an active Homeowner's Association?
 244 Annual Dues? _____ Initiation Fee? _____
 245 Homeowner's Association contact information: _____
 246 YES NO DON'T KNOW Is the property subject to a right of first refusal?
 247 YES NO DON'T KNOW Is the property subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions?
 248 YES NO DON'T KNOW Any violations of such covenants and restrictions?
 249 Comments:
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252 **SECTION 10**
 253 **MISCELLANEOUS**
 254 YES NO DON'T KNOW Have any improvements or repairs (including, but not limited to, HVAC, plumbing, electrical, structural additions) been made to
 the property without obtaining required permits?
 255 YES NO DON'T KNOW Are any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions?
 256 YES NO DON'T KNOW Is the present use of the property a non-conforming use?
 257 YES NO DON'T KNOW Have there been any insurance claims during the seller's ownership?
 258 YES NO DON'T KNOW Were repairs made? If so, explain: _____
 259 YES NO DON'T KNOW Is there any unrepaired damage due to hail, storm, wind, fire or flood?
 260 YES NO DON'T KNOW Are there any stains, tears, burns, holes, etc., in the property that are not readily visible?
 261 YES NO DON'T KNOW Does a pet(s) reside or has a pet(s) ever resided in or on the property?
 262 YES NO DON'T KNOW Is there any damage due to pets, interior/exterior, including, but not limited to, odors, stains, etc.?
 263 YES NO DON'T KNOW Do all window and door treatments remain? If NO, please list: _____
 264
 265 YES NO DON'T KNOW Does any other personal property remain? If YES, please list: _____
 266
 267 YES NO DON'T KNOW Does the property contain any of the following? (Mark all that apply.)
 268 Swimming Pool Spa Hot Tub Sauna Water Feature
 269 YES NO DON'T KNOW If YES, are either of the following heated? Swimming Pool Spa If yes, type of heat? _____
 270 YES NO DON'T KNOW Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature?
 271 Explain: _____
 272 YES NO DON'T KNOW Is the property in a historic, holistic, conservation or special review district, that requires any alterations or
 273 improvements to the Property, be approved by a board or commission?
 274 YES NO DON'T KNOW Are there any other facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or
 275 desirability of the property?
 276 YES NO DON'T KNOW Are there any transferable warranties on the property or any of its components?
 277 Comments:
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280 Any Additional Comments For Part II:
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SELLER'S ACKNOWLEDGEMENT

288 Seller acknowledges that: the information contained in this disclosure is accurate, true and complete to the best of Seller's
289 knowledge, information and belief; Seller has provided all the information contained in this Seller's Property Disclosure; and that the
290 Broker/Realtor® has not prepared, nor assisted in the preparation of this Disclosure. Seller hereby indemnifies, holds harmless and
291 releases all Brokers/Realtors® involved in the sale of the property from all liability, claims, loss, cost, or damage in connection with
292 the information contained in this Disclosure. Seller hereby authorizes the listing broker to provide copies of this Disclosure to other
293 real estate brokers and agents and prospective buyers of the property.

294 Seller is occupant: YES NO

295 Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by Seller.

296 SELLER:  11-07-24 SELLER:  11-07-24
297 Date Date

298 BUYER'S ACKNOWLEDGEMENT AND AGREEMENT

299 1. I have personally inspected the property. I have been advised to have the property examined by professional inspectors. Subject
300 to any inspections, I agree to purchase the property in its present condition without representations or guarantees of any kind by
301 the Seller or any REALTORS® concerning the condition or value of the property, except as given above or as stated in my contract
302 with the Seller.

303 2. I acknowledge that neither Seller nor any REALTORS® involved in this transaction is an expert at detecting or repairing physical
304 defects in the property.

305 3. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes
306 after April 14, 1994, to register with the sheriff of the county in which they reside. I have been advised that if I desire information
307 regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI) at
308 <http://www.kansas.gov/kbi/> or by contacting the local sheriff's office.

309 4. I acknowledge that McConnell Air Force Base is located within Sedgwick County and is an operational military Air Force base that
310 is open 24 hours a day and activity at that base may generate noise. The volume, pitch, amount and frequency of noise may be
311 affected by future changes in McConnell Air Force Base activity. I have been informed that if I desire information regarding potential
312 for noise caused by the aircraft operations associated with McConnell Air Force Base and its operations, I may find information by
313 contacting the Metropolitan Area Planning Department.

314 BUYER: _____ BUYER: _____
315 Date Date

This form is approved by legal counsel for the REALTORS® of South Central Kansas exclusively for use by members of the REALTORS® of South Central Kansas and other authorized REALTORS®. No warranty is made or implied as to the legal validity or adequacy of this form, or that its use is appropriate for all situations. Copyright 2021



Property Address: 2510 Chisholm Rd. - Canton, KS 67428

Disclosure of Information on 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.

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
(b) Records and reports available to the seller (check (i) or (ii) below):
(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- (c) Purchaser has received copies of all information listed above.
(d) Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.
(e) Purchaser has (check (i) or (ii) below):
(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
(ii) 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 (initial)

- (f) BM Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d 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.

Table with 4 columns: Role, Name, Date, and Signature. Rows include Seller (Cody Wesenberg), Seller (Abby Wesenberg), Purchaser (Braden McCurdy), and Agent (Braden McCurdy).

Garber Surveying Service, P.A.



2908 North Plum St.
Hutchinson, Kansas 67502
Phone 620 665-7032 • FAX 620 663-7401

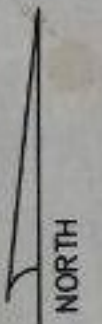
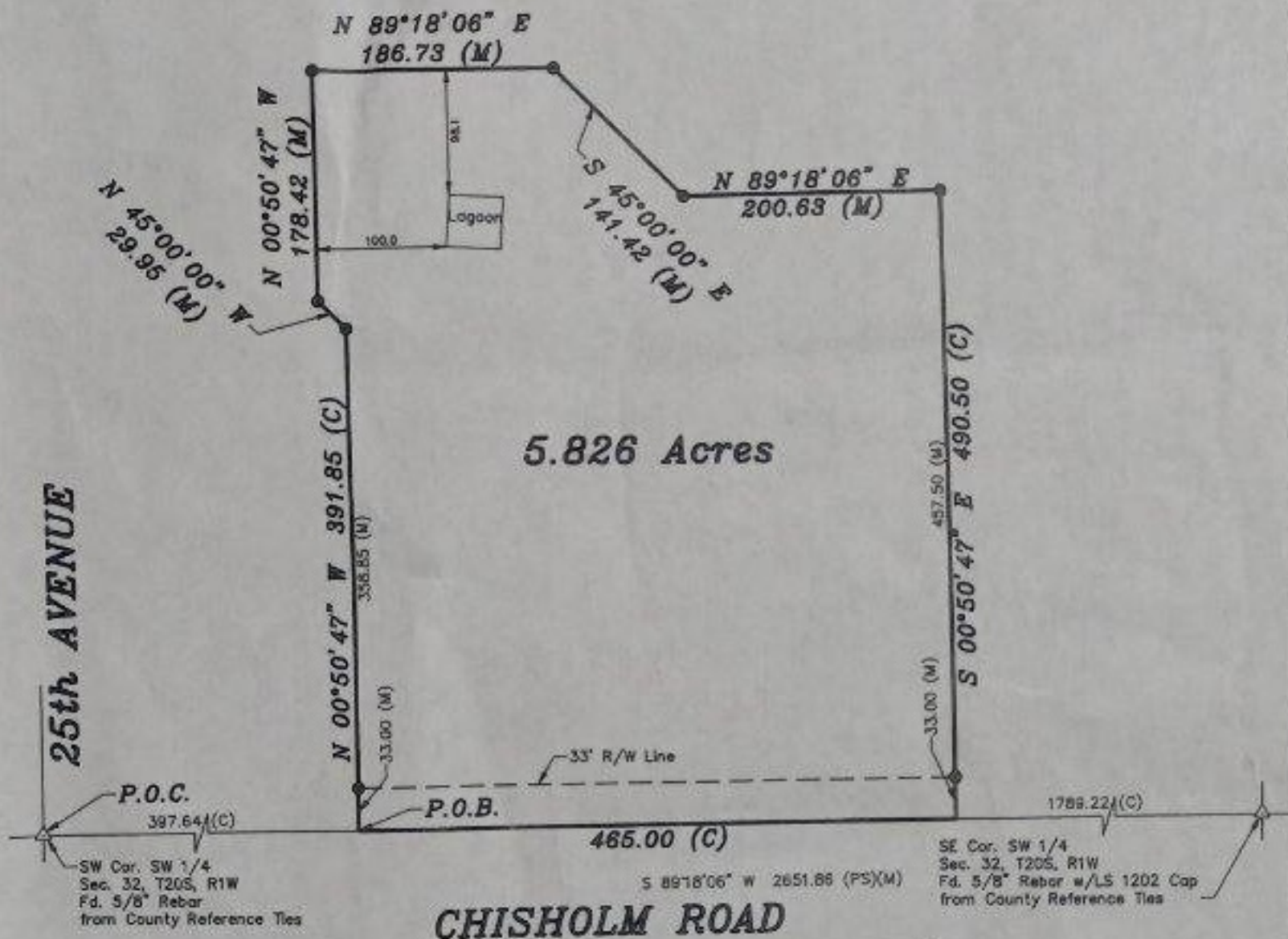
511 North Poplar St.
Newton, Kansas 67114
Phone 316 283-5033 • FAX 316 283-5073

115 East Merlin
McPherson, Kansas 67460
Phone 620 241-4461 • FAX 620 241-4458

SURVEY FOR: ELDON OTTE

Project No. G2016-121

DESCRIPTION: A portion of the Southwest Quarter of Section 32, Township 20 South, Range 1 West of the 6th Principal Meridian in McPherson County, Kansas, more particularly described as follows:
Commencing at the Southwest corner of the Southwest Quarter of Section 32, Township 20 South, Range 1 West of the 6th Principal Meridian; thence with a bearing North 89°18'06" East (basis of bearings is NAD 83 Kansas South Zone) along the South line of said Southwest Quarter 397.64 feet for the point of beginning; thence North 00°50'47" West 391.85 feet; thence North 45°00'00" West 29.95 feet; thence North 00°50'47" West 178.42 feet; thence North 89°18'06" East parallel with the South line of said Southwest Quarter 186.73 feet; thence South 45°00'00" East 141.42 feet; thence North 89°18'06" East parallel with the South line of said Southwest Quarter 200.63 feet; thence South 00°50'47" East 490.50 feet to the South line of said Southwest Quarter; thence South 89°18'06" West along the South line of said Southwest Quarter 485.00 feet to the point of beginning containing 5.826 Acres, subject to a road right-of-way easement across the South 33.00 feet thereof and any other easements or restrictions of record.



Scale: 1"=100'

BASIS OF BEARING = NAD 83 KANSAS SOUTH ZONE

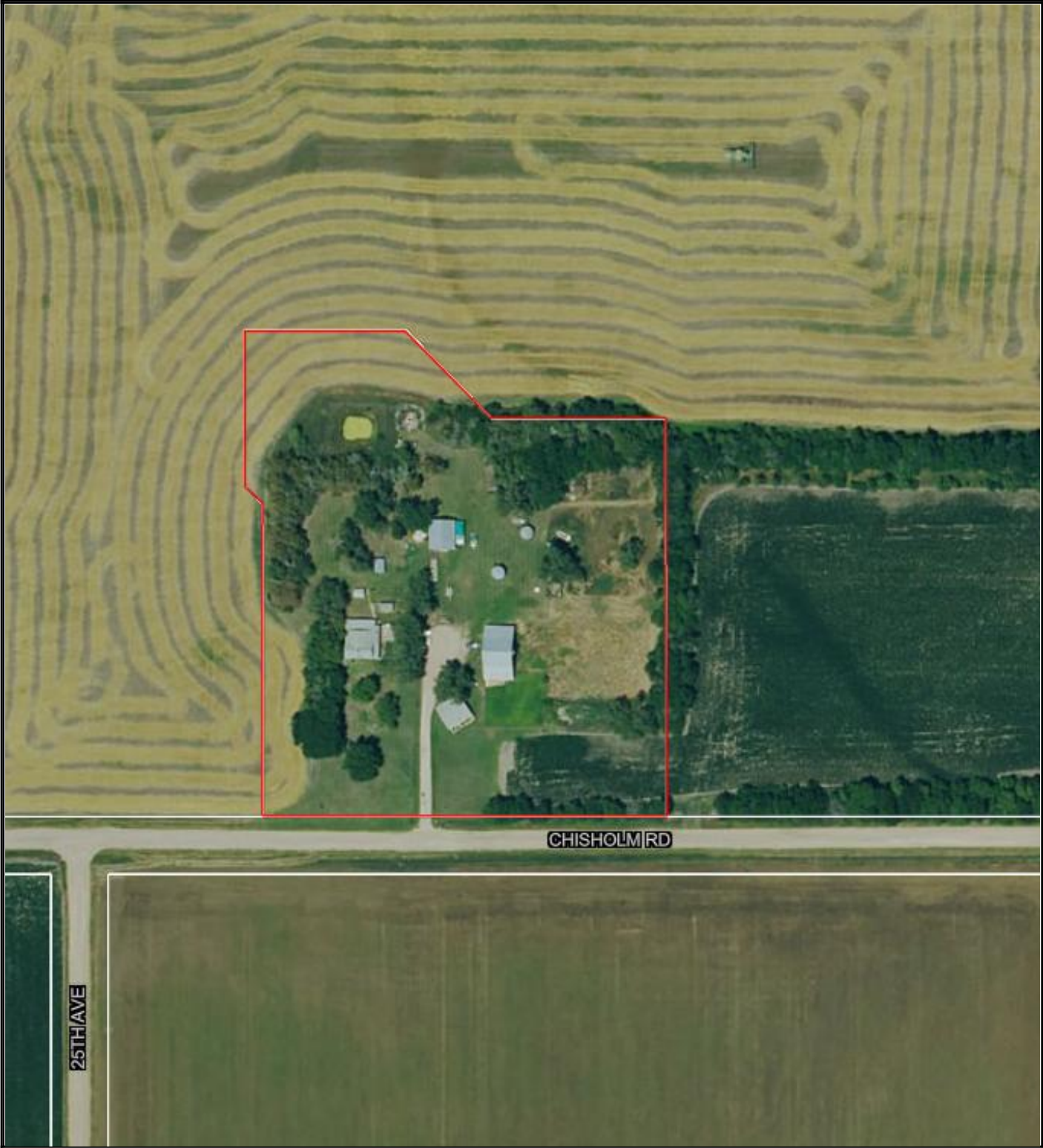
DATE OF FIELD WORK: February 28, 2016

SURVEYOR'S CERTIFICATE:
I hereby certify this plat to be a true, correct and complete representation of the property described above as surveyed under my supervision.
Dated: March 28, 2016

- LEGEND**
- △ - Sectional Monument Found
 - - 5/8" x 24" Iron Rebar Set w/G.S.S. Cap
 - (C) - Calculated
 - (M) - Measured
 - P.O.B. - Point of Beginning
 - P.O.C. - Point of Commencement

Daniel E. Garber
Daniel E. Garber LS 6883-3-28-2016
REGISTERED SURVEYOR

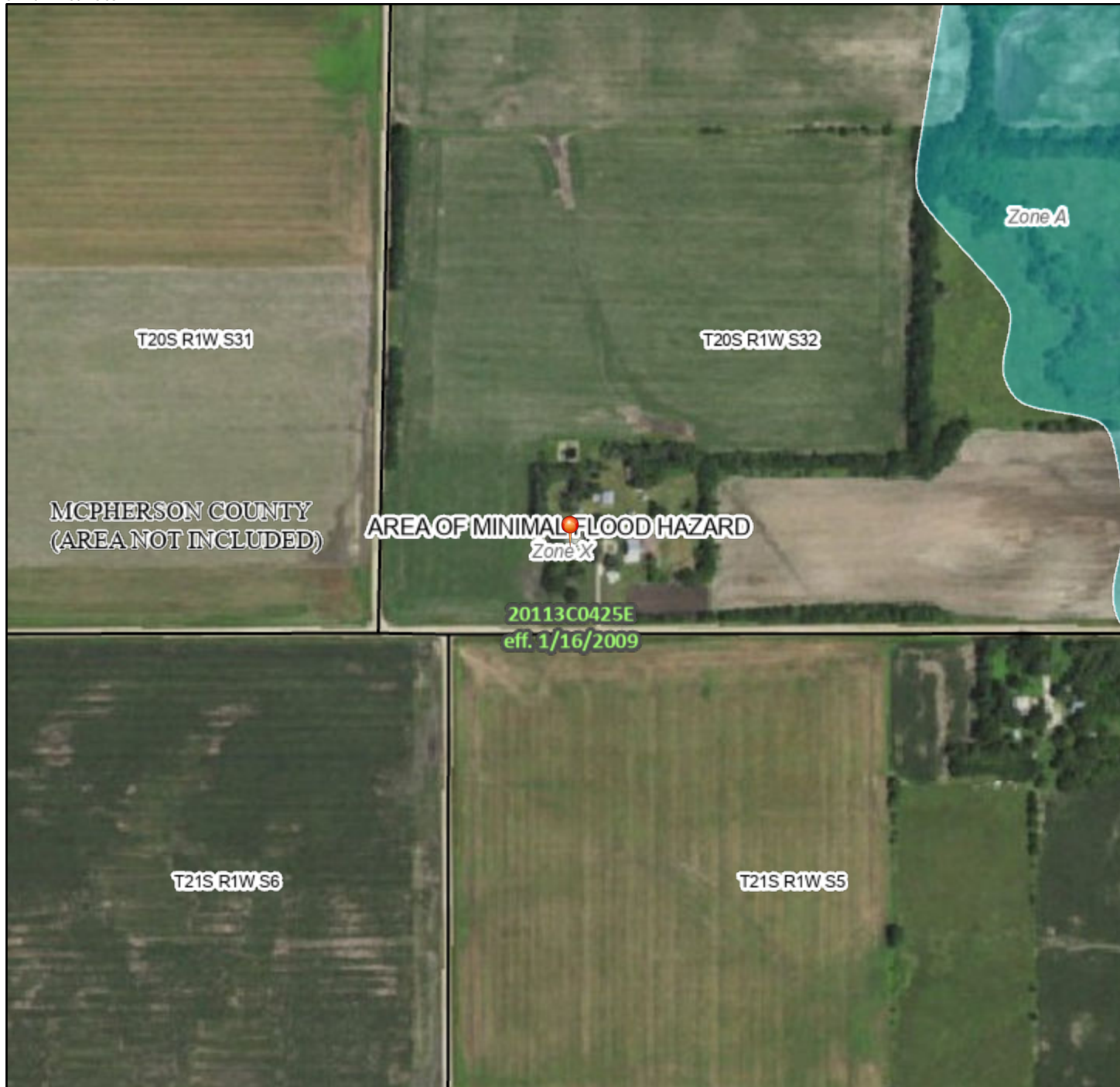
2510 Chisholm Rd., Canton, KS 67428 - Zoning A-1 Agricultural



National Flood Hazard Layer FIRMMette



97°28'2"W 38°15'55"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) <i>Zone A, V, A99</i>
		With BFE or Depth <i>Zone AE, AO, AH, VE, AR</i>
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i>
		Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i>
		Area with Reduced Flood Risk due to Levee. See Notes. <i>Zone X</i>
		Area with Flood Risk due to Levee <i>Zone D</i>
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard <i>Zone X</i>
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard <i>Zone D</i>
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance
		17.5 Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped

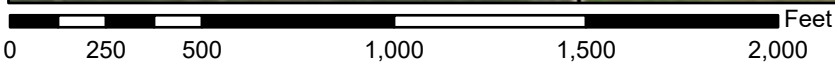
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **10/29/2024 at 8:35 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

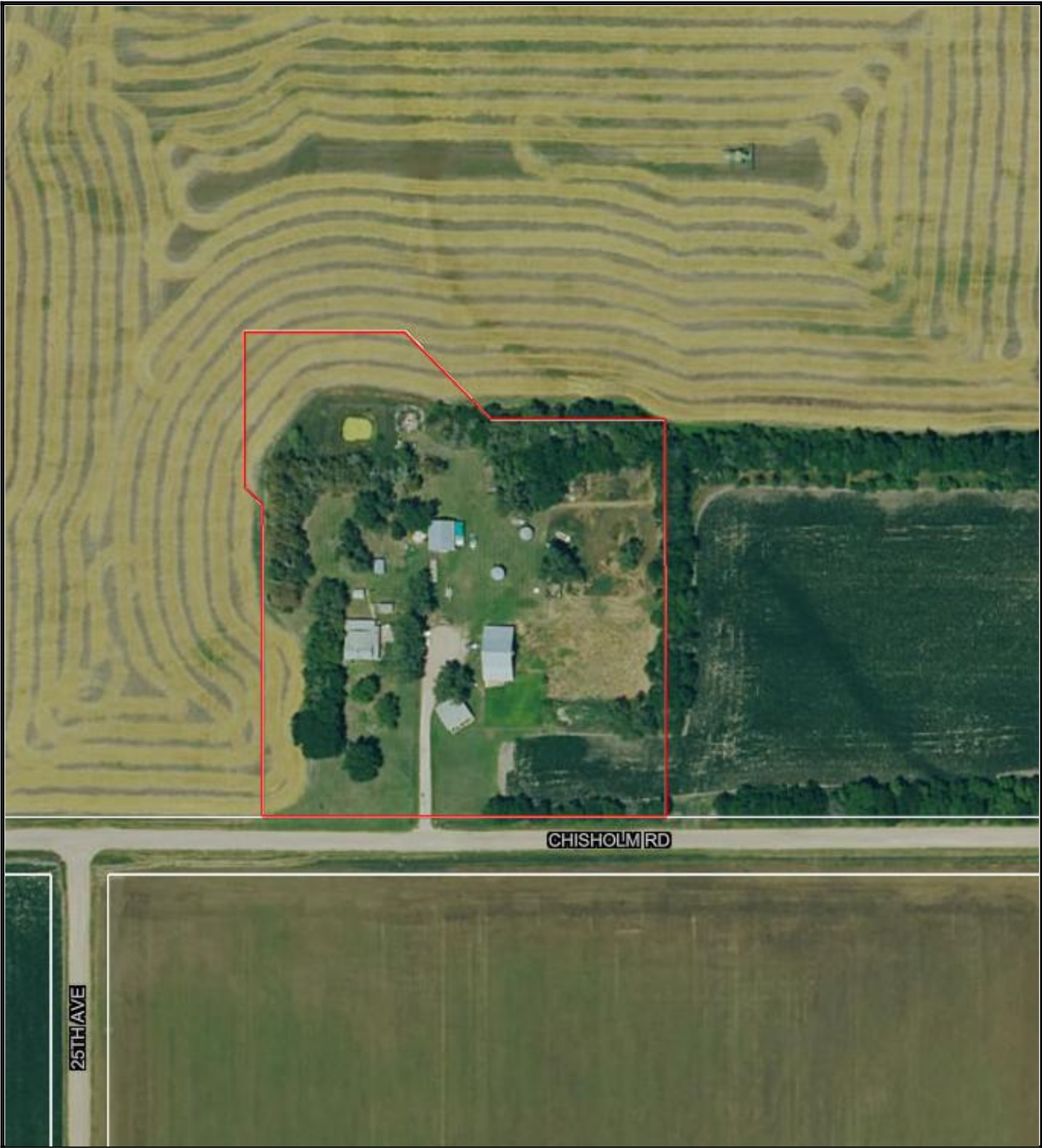


1:6,000

97°27'25"W 38°15'27"N

Basemap Imagery Source: USGS National Map 2023

2510 Chisholm Rd., Canton, KS 67428 - Aerial



Real Estate Brokerage Relationships

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 clients confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the client to obtain expert advice
- accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- disclosing to the other party all adverse material facts actually known by the agent

The transaction broker is responsible for performing the following duties:

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

Agents and Transaction Brokers have no duty to:

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

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

Licensee

Real estate company name approved by the commission

Supervising/branch broker

Buyer/Seller Acknowledgement (not required)

GUIDE TO AUCTION COSTS

WHAT TO EXPECT

THE SELLER CAN EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- Real Estate Commission *(If Applicable)*
- Advertising Costs
- Payoff of All Loans, Including Accrued Interest, Statement Fees, Reconveyance Fees and Any Prepayment Penalties
- Any Judgments, Tax Liens, etc. Against the Seller
- Recording Charges Required to Convey Clear Title
- Any Unpaid Taxes and Tax Proration for the Current Year
- Any Unpaid Homeowner's Association Dues
- Rent Deposits and Prorated Rents *(If Applicable)*

THE BUYER CAN GENERALLY EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- 10% Buyer's Premium *(If Applicable)*
- Document Preparation *(If Applicable)*
- Notary Fees *(If Applicable)*
- Recording Charges for All Documents in Buyer's Name
- Homeowner's Association Transfer / Setup Fee *(If Applicable)*
- All New Loan Charges *(If Obtaining Financing)*
- Lender's Title Policy Premiums *(If Obtaining Financing)*
- Homeowner's Insurance Premium for First Year
- All Prepaid Deposits for Taxes, Insurance, PMI, etc. *(If Applicable)*

