



Reserve Real Estate Auction
Terms and Conditions

AUCTION ADDRESS 1287 E 130TH AVE N MULVANE, KS 67110 DATE: _____

The following terms and conditions form an integral part of the auction to be conducted by Sudduth Realty, Inc. on behalf of the Seller. The real estate offered for sale ("Property") at auction is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from Sudduth Realty, Inc. It is Bidder's obligation to familiarize themselves with the terms of the Auction, as bidding upon real estate at auction is final and irrevocable act. The terms of the Auction are not subject to change or negotiation after the fact. It is Bidder's responsibility to review all available printed materials and listen to the Auction announcements for updated or modified specifications, terms, or disclosures.

1. **DEFINITIONS.** Each capitalized term used in these Terms and Conditions shall have the meaning ascribed to such term herein. "Auction" shall refer to the public sale of the Property to be held on the Auction Date. "Seller" shall refer to the consignor of the Property. "Buyer" shall refer to the bidder offering the highest bid accepted by the Auctioneer for the Property. "Bidder" shall refer to any person or entity who has registered for or placed a bid at the Auction.
2. **CONSENT TO TERMS.** Registering for or bidding at the Auction will be deemed proof of Bidder's receipt of and agreement to be bound by these Terms and Conditions, any announcements made at the auction, and, if Bidder becomes the Buyer, the Contract for Purchase and Sale. Bidder further agrees and understands any announcements made during the Auction take precedence over anything previously stated or printed, including these Terms and Conditions.
3. **PROPERTY CONDITION.** The Property 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 Sudduth Realty, Inc., including, but not limited to, the following the condition of the Property; the Property's suitability for any or all activities or uses; the Property's compliance with any laws, rules, ordinances, regulation, or codes of any applicable government authority; the Property's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Property of any hazardous materials or substances; or any other matter concerning the Property. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Property prior to bidding.
4. **INSPECTIONS.** The Property is not offered contingent upon inspections. 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; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mild; 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 been provided an opportunity to inspect the Property prior to the auction and that Bidder has either performed all desired inspection or accepts the risk of not having done so. Any information provided by Seller or Sudduth Realty, Inc. has been obtained from a variety of sources. Seller and Sudduth Realty, Inc. 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 Property, Bidder is relying solely on Bidder's own investigation of the Property and not on any information provided or to be provided by Seller or Sudduth Realty, Inc.
5. **PERSONAL PROPERTY.** No personal property shall be conveyed with the Property unless specifically included in the Contract for Purchase and Sale.
6. **FINANCING CONTINGENCY.** The Property is being auctioned as a cash sale which is not contingent on Buyer's ability to obtain financing. It is Bidder's responsibility to ensure purchase money funds are in place prior to bidding at the Auction. Buyer's failure to close as a result of insufficient financing shall constitute a breach of contract.
7. **BIDDER REGISTRATION.** This Auction is for registered bidders only. Live Bidders MUST register their name, address, and telephone number with Sudduth Realty, along with a photo I.D. on or before the day of the Auction either in person or online.
8. **AUCTION PROCEDURE.** For purposes of the Auction, the Property will be offered in one parcel as identified in the Contract for Purchase and Sale. Bidder's bid constitutes an irrevocable offer to purchase the Property and Bidder may be bound by said offer. The final bid price shall be determined by competitive bidding. Bids remain open until the auctioneer declares the bidding closed. Should any dispute arise between Bidders, the Auctioneer shall have the right to make the final decision to either determine the successful Bidder or to re-sell the property that is in dispute. Auctioneer's sales records shall be conclusive in all respects. It is the responsibility of Bidder to make sure that Sudduth Realty is aware of Bidder's attempt to place a bid. Sudduth Realty disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. Sudduth Realty is not responsible for errors in bidding and Bidder releases and waives any claim against Sudduth Realty for bidding errors.
9. **BUYER'S PREMIUM.** A buyer's premium of 10% of the final bid price (\$1,500 minimum) will be added final bid price determine the total sales price ("Sales Price") for the Property.
10. **RESERVE AUCTION.** The Property shall be sold to the highest bidder, subject to a minimum bid or reserve price.
11. **EXECUTION OF CONTRACT.** Buyer must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of personal check, cashier's check, or immediately available certified funds in the amount set forth by Sudduth Realty. The balance of the Sales Price will be due in immediately available certified funds at closing on the specified closing date. Closing must occur within 30 days of the date of the Auction, or as otherwise agreed by Seller and Buyer.
12. **EARNEST MONEY DEPOSIT.** Upon completion of the Auction, Buyer shall deliver to Seller a non-refundable earnest money deposit equal to 10% of the sales Price.
13. **ASSIGNMENT.** No Bidder or Buyer may assign any of its rights or obligations under these Terms and Conditions, including their bid or obligation to purchase the Property, without the written consent of Seller and Sudduth Realty, Inc. In the event such written consent is

provided, these Terms and Conditions are binding on Bidder and Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.

14. **FAILURE BY BUYER.** If Buyer fails or refuses to execute the Contract for Purchase and Sale, 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 Buyer and Seller for the sale and purchase of the Property.
15. **ONLINE AUCTIONS/BIDS.** In the case of online bidding neither the company providing the software nor Sudduth Realty, Inc. shall be held responsible for any missed bid or the failure of the software to function properly for any reason. A winning online bidder is required to execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the amount set forth by Sudduth Realty, Inc. the next business day following the conclusion of the Auction. Such earnest money deposit must be in the form of wire transfer, cashier's check, or personal check with bank letter of guarantee. The closing time of an online auction shall automatically extend an additional 2 minutes whenever a bid is placed within the last 2 minutes of the scheduled closing time.
16. **BROKER/AGENT PARTICIPATION.** Real estate broker or agent participation is welcomed. Any brokers or agents must pre-register with Sudduth Realty, Inc. no later than 5p.m. 2 business days prior to auction date by completing the Broker Registration Form, available on SudduthRealty.com. If buyer has a buyer's broker have the buyer's broker register with Sudduth Realty in advance of registering online.
17. **CHOICE OF LAW.** These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas. 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.
18. **AUCTIONEER'S LIABILITY.** Sudduth Realty, Inc. is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will Sudduth Realty, Inc. be liable to Bidder for any 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. 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. Sudduth Realty, Inc. may not be held responsible for the correctness of any such representation or warranties or for the accuracy of the description of the Property. Neither Seller nor Sudduth Realty, Inc. including its employees and agents, will be liable for any damage or injury to any property or person at or upon the Property. Any person entering on the Property assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and Sudduth Realty, Inc. expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the Property, whether obvious or hidden. Seller and Sudduth Realty, Inc. are not responsible for any lost, stolen, or damaged property.
19. **AGENT OF SELLER.** The Auctioneer, Sudduth Realty, Inc. (and any appointed real estate agent, where applicable), is acting as a designated Seller's agent and not as an agent of the Buyer. The Buyer may be required to sign an Agency Agreement acknowledging that they are aware they are not receiving any representation.
20. **MEDIA RELEASE.** Bidder authorizes, and warrants that such Bidder has authority and consent to authorize, Sudduth Realty, Inc. to film, photograph, or otherwise record the voice or image of Bidder and any guest or minor accompanying Bidder at this Auction, and to use the films, photographs, recordings, or other information about the Auction, including the sales price of the Property, for promotional or other commercial purposes.
21. **REFUSAL OF SERVICE.** Sudduth Realty, Inc. 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, and may further to refuse admittance to or expel anyone from the auction premises for interference with the Auction activities, nuisance, canvassing or any other reason deemed necessary by Sudduth Realty, Inc.
22. **FAIR HOUSING.** Sudduth Realty, Inc. is committed to compliance with all federal, state, and local fair housing laws, and will not discriminate against any person because of race, color, religion, national origin, sex, familial status, disability, or any other specific classes protected by applicable laws. Sudduth Realty, Inc. will allow reasonable accommodation or reasonable modification based upon a disability-related need.
23. **CONTACT INFORMATION.** Sudduth Realty, Inc. is committed to protecting your privacy and will only share personal information you provide with third parties for the purpose of improving our services or for providing notifications and marketing. You may opt out of any contact or notifications, or to have us remove your personal information by sending a request to our office at office@sudduthrealty.com.

Authentisign
Ann Knapp 06/02/25

Seller Date

Buyer Date

Authentisign
Terry Knapp 06/02/25

Seller Date

Buyer Date



Seller's Property Disclosure

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 1282 E 130th Milwaukee

Seller: Terry and Ann Knapp

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					
TRANSFERS TO BUYER		Smart Device	Indicate the condition of the following items by marking the appropriate boxes.	TRANSFERS TO BUYER		Smart Device	Indicate the condition of the following items by marking the appropriate boxes.				
None	Does Not Transfer			Working	Not Working			Don't Know			
☒	☐	☐	Disposal	☐	☐	☒	Smoke/Fire Detectors				
☒	☐	☐	Dishwasher	☐	☐	☒	Light Fixtures				
☐	☐	☒	Oven	☐	☐	☒	Switches/Outlets				
☐	☐	☒	Range (Circle One) Gas <u>Electric</u>	☐	☐	☒	Ceiling Fan(s)				
☐	☒	☐	Microwave	☒	☐	☐	Bathroom Vent Fan(s)				
			Built In (Circle One) YES <u>NO</u>	☐	☐	☒	Telephone Wiring/Blocks/Jacks				
☐	☐	☒	Range Hood	☒	☐	☐	Door Bell				
			Vented Outside (Circle One) YES <u>NO</u>	☒	☐	☐	Intercom				
☐	☐	☒	Kitchen Refrigerator	☒	☐	☐	Garage Door Opener				
☐	☒	☐	Clothes Washer	# of Remotes: <u>100</u>			Keypad Entry: (Circle One) YES <u>NO</u>				
☐	☒	☐	Clothes Dryer	☒	☐	☐	Aluminum Wiring				
☒	☐	☐	Trash Compactor	☐	☒	☐	Copper Wiring				
☒	☐	☐	Central Vacuum	☐	☒	☐	220 Volt				
☒	☐	☐	Exterior Attached Gas Grill	☒	☐	☐	Service Panel Total Amps				
☐	☐	☐	Other: _____	☒	☐	☐	Solar Equipment - (Circle One) Own Rent/Lease Company				
☐	☐	☐	Other: _____	☒	☐	☐	Wind - (Circle One) Own Rent/Lease				
☐	☐	☐	Other: _____	☒	☐	☐	Hydroelectric - (Circle One) Own Rent/Lease				
☐	☐	☐	Other: _____	☒	☐	☐	Security System - (Circle One) Own Rent/Lease Company				
Comments:				☒	☐	☐	Audio/Video Surveillance System				

Rev 12/23

SELLER'S INITIALS: AK

Pg 1 of 7

BUYER'S INITIALS: PK

#1004

WATER/SEWAGE SYSTEMS (See Part II Also)						HEATING & COOLING SYSTEMS							
		TRANSFERS TO BUYER				Indicate the condition of the following items by marking the appropriate boxes.			TRANSFERS TO BUYER				Indicate the condition of the following items by marking the appropriate boxes.
None	Does Not Transfer	Working	Not Working	Don't Know	Smart Device		None	Does Not Transfer	Working	Not Working	Don't Know	Smart Device	
		☒	☐	☐	☐	Sewage Systems - <i>septic</i>			☒	☐	☐	☐	Cooling System
		☒	☐	☐	☐	Sump Pump				☐			Type <i>Central</i>
	☒	☐	☐	☐	☐	Backup Sump Pump/Battery				☐			Age
		☒	☐	☐	☐	Plumbing			☒	☐	☐	☐	Heating System
						Type <i>septic - PVC</i>				☐			Type <i>Central - Gas, Own Propane Tank</i>
		☒	☐	☐	☐	Water Heater (Circle One) <i>Elect</i> Gas				☐			Age
						Size & Age <i>50 gal</i>	☒	☐	☐	☐	☐	☐	Window/Wall Air Conditioning Units
	☒	☐	☐	☐	☐	Instant Hot Water			☐	☐	☐	☐	Electronic Air Filter
	☒	☐	☐	☐	☐	Water Softener			☒	☐	☐	☐	Humidifier
						(Circle One) Own Rent/Lease			☒	☐	☐	☐	Fireplace
						Company			☒	☐	☐	☐	Fireplace Insert
	☒	☐	☐	☐	☐	Water Purifier/Reverse Osmosis			☒	☐	☐	☐	Wood burning Stove
	☒	☐	☐	☐	☐	Underground Sprinkler System				☐			Chimney/Flue - Date Last Cleaned
						Backflow Device (Circle One) YES NO	☒	☐	☐	☐	☐	☐	Gas Log Lighter
						Date Last Tested or Inspected	☒	☐	☐	☐	☐	☐	Whole House Attic Fan
	☒	☐	☐	☐	☐	Pool Equipment	☒	☐	☐	☐	☐	☐	Solar Equipment - (Circle One) Own Rent/Lease
	☒	☐	☐	☐	☐	Hot Tub/Spa							Company
Comments:								☒	☐	☐	☐	☐	Geothermal
								☐	☒	☐	☐	☐	Propane Tank - (Circle One) <i>Own</i> Rent/Lease
													Company <i>Wayman's - Mulvane, KS</i>
						Comments:							
MEDIA													
		TRANSFERS TO BUYER				Indicate the condition of the following items by marking the appropriate boxes.	SMART DEVICES						
None	Does Not Transfer	Working	Not Working	Don't Know	Smart Device		Any additional smart technology devices not covered in this form to transfer with the property, and any additional comments. Please list below:						
	☒	☐	☐	☐	☐	Satellite Dish							
	☒	☐	☐	☐	☐	# of Rcvrs/Remotes							
	☒	☐	☐	☐	☐	Attached Antennas							
	☐	☐	☒	☐	☐	Cable TV Wiring/Jacks							
	☒	☐	☐	☐	☐	Attached Television Mount(s)							
	☒	☐	☐	☐	☐	Projector(s)							
	☒	☐	☐	☐	☐	Projector Screen(s)	Any Additional Comments For Part I.						
	☒	☐	☐	☐	☐	Surround Sound Speakers							
	☒	☐	☐	☐	☐	Wired for Surround Sound							
Comments:													

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
☐	☒	☐	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: ☐ Basement ☒ Crawl Space ☒ Slab
☐	☒	☐	Are there any structural engineer's report(s) available? If YES, Date of Report: _____ Copy Attached? (Mark One): ☐ YES ☐ NO
			To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)
☐	☒	☐	Movement, shifting, deterioration or other problems with walls or foundation?
☐	☐	☒	Cracks or flaws in the walls, floors or foundation?
☐	☒	☐	Problems with driveways, walkways, patios, retaining walls, party walls?
☐	☒	☐	Problems with operation of windows or doors, or broken seals?
☐	☐	☐	Any corrective actions to items in this section? (Example - Piering, bracing, etc.)
☐	☒	☐	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☒	☐	☐	Is there insulation in the walls?
☐	☒	☐	Is there insulation in the floors?
Additional Comments:			
might have warranty on siding - unsure on transfer			

YES	NO	DON'T KNOW	SECTION 2 ROOF/INSULATION
			Age: <u>12 years</u> Type: <u>Heritage Owens Corning 25yr 10C-GR-1372</u>
☐	☒	☐	To your knowledge, are there any ☐ PAST ☐ PRESENT roof leaks? (Mark One) <u>CLASS H</u>
			If any, identify details below.
☐	☐	☐	During your ownership, has the roof ever been ☒ REPLACED? ☐ REPAIRED? (Mark One)
			If YES, Date: _____ (Identify details below.)
☐	☒	☐	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☐	☒	☐	Do you know of any problems with chimneys or chases? (If YES, explain below.)
☐	☒	☐	Do you know of any problems with roof, roof structure or rain gutters? (If YES, explain below.)
☒	☐	☐	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.			
			To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)
☐	☒	☐	Presence of any mold/mildew in the property?
☐	☒	☐	Any problems created by mold or mildew for occupants of the structure during your ownership?
☐	☒	☐	Have you had any inspections for mold or mildew? If YES, Date: _____ (If YES, explain below.)
☐	☒	☐	Have you received any reports pertaining to mold or mildew on or within the structure? (If YES, attach.)
☐	☒	☐	Has the property had any professional mold remediation during your ownership? If YES, Date: _____
Additional Comments:			

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

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

YES	NO	DON'T KNOW	SECTION 4 WATER/SEWAGE SYSTEMS	
☐	☒	☐	Is the property connected to City Water?	
☐	☒	☐	Is the property connected to Rural Water? If YES, Transfer Fee: _____ District: _____	
☒	☐	☐	Is the property connected to any private water systems? (Mark all that apply.)	
☒	☐	☐	☒ Drinking Well	☐ Irrigation Well ☐ Geo-Thermal Well
☒	☐	☒	Working? Type: <u>Jet Pump</u> Location: <u>65 ft from home</u> Depth: _____	
☐	☐	☐	Working? Type: _____ Location: _____ Depth: _____	
☐	☐	☐	Working? Type: _____ Location: _____ Depth: _____	
☐	☒	☐	Has the water in any wells shown test results of contamination? (If YES, explain below.)	
☐	☒	☐	Is the property connected to a public sewer system? If shared lagoon/septic system, explain below.	
☒	☐	☐	Is the property connected to a septic system? Date Last Pumped: <u>10/24</u>	
			Tank Size: <u>2000 gal</u> Location: <u>65 ft from home</u>	
			# feet laterals: <u>300 ft</u> # Feet infiltrators: _____ Location: _____	
☐	☒	☐	Is the property connected to a lagoon system? Location: _____	
☐	☒	☐	Is the property connected to some other type of waste disposal system? (If YES, explain below.)	
☒	☐	☐	Has the main waste disposal line ever been snaked or scoped?	
☐	☒	☐	To your knowledge, is there any problem relating to the waste disposal system?	
Additional Comments: <u>Brand new Septic 2024</u>				

YES	NO	DON'T KNOW	SECTION 5 WATER INTRUSION/LEAKS	
To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)				
☐	☒	☐	Any water leakage in or around the fireplace or chimney?	
☐	☒	☐	Any water leakage around (If YES, mark all that apply.) ☐ WINDOWS ☐ SKYLIGHTS ☐ DOORS?	
☐	☒	☐	Any leaks occurring in any plumbing, water supply lines, drains, sewer lines, etc.?	
☐	☒	☐	Any leaks caused by appliances?	
☐	☒	☐	Any leaks from any condensation drain lines, humidifier, dehumidifier, etc.?	
☐	☒	☐	Any water leakage into (If YES, mark all that apply.) ☐ BASEMENT ☐ CRAWL SPACE	
☐	☒	☐	Any accumulation of water within the basement/crawl space?	
☒	☐	☐	Sump Pump(s) Location(s): <u>Ceiling</u>	
☐	☒	☐	Drain Tiles (If YES, mark all that apply.) ☐ INTERIOR ☐ EXTERIOR	
Additional Comments:				

YES	NO	DON'T KNOW	SECTION 6 PEST, WOOD INFESTATION & DRY ROT	
☒	☐	☐	Do you have any knowledge of the following items on/affecting the property? (Mark all that apply.)	
			☒ WOOD DESTROYING INSECTS	☐ DRY ROT ☐ OTHER WOOD INFESTATION
☒	☐	☐	Any knowledge of any damage to the property caused by the following items? (Mark all that apply.)	
			☒ WOOD DESTROYING INSECTS	☐ DRY ROT ☐ OTHER WOOD INFESTATION
☒	☐	☐	Have there been any repairs of such damage? (If YES, explain below.) <u>Repters & Wall in Kitchen & Bathroom</u>	
☐	☒	☐	Is the property currently under a termite warranty or other coverage by a licensed pest control company?	
			Company: _____ Warranty Expiration Date: _____	
☐	☒	☐	Any wood destroying insects control reports in the last 5 years? (If YES, explain below.)	
☐	☒	☐	Any professional wood destroying insects control treatments in the last 5 years? (If YES, explain below.)	
☐	☒	☐	Any pest control reports in the last 5 years? (If YES, explain below.)	
☐	☒	☐	Any professional pest control treatments in the last 5 years? (If YES, explain below.)	
Additional Comments: <u>Full termite treatment 2018</u>				

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

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

181	YES	NO	DON'T KNOW	SECTION 7
182				ENVIRONMENTAL CONDITIONS
183	☐	☒	☐	Is the property located in a subdivision with a master drainage plan?
184	☐	☒	☐	If YES, Is the property in compliance?
185	☐	☒	☐	Has the property ever had any drainage problems during your ownership? (If YES, explain below.)
186	☐	☒	☐	Are there any producing or non-producing gas/oil wells on the property or adjacent property?
187	☒	☐	☐	Do mineral rights convey to buyer? If NO, please define: _____
188	Groundwater contamination has been detected in several areas in the State of Kansas.			
189	☐	☒	☐	Are you aware of groundwater contamination or other environmental concerns?
190	☐	☒	☐	Any reports or records pertaining to groundwater contamination or other environmental concerns?
191	☐	☒	☐	Are there any diseased or dead trees and shrubs?
192	To your knowledge, are any of the following substances, materials, products on the real property? (YES or NO Only.)			
193	☐	☒	☐	Asbestos
194	☐	☒	☐	Contaminated soil or water (including drinking water)
195	☐	☒	☐	Landfill or buried materials
196	☐	☒	☐	Lead-based paint (If YES, attach disclosure.)
197	☐	☒	☐	Radon gas in house or well Has a mitigation system been installed? (Mark One) ☐ YES ☐ NO
198	☐	☒	☐	Methane Gas
199	☐	☒	☐	Oil sheers in wet areas
200	☐	☒	☐	Radioactive material
201	☐	☒	☐	Toxic material disposal (solvents, chemicals, etc.)
202	☐	☒	☐	Underground fuel or chemical storage tanks
203	☐	☒	☐	EMFs (Electro Magnetic Fields)
204	☐	☒	☐	Urea formaldehyde foam insulation (UFFI)
205	☐	☐	☐	Other: _____
206	☐	☒	☐	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?
207				
208	☐	☒	☐	To your knowledge, are any of the above conditions present near your property?
209	Comments:			

212	YES	NO	DON'T KNOW	SECTION 8
213				BOUNDARIES/LAND
214	☐	☒	☐	Have you had a survey of the property? (If YES, attach copy if available.)
215	☒	☐	☐	Are the boundaries of your property marked in any way?
216	☒	☐	☐	Is there any fencing on the boundaries of the property?
217	☒	☐	☐	Does fencing belong to the property? If YES, which sides? <u>All Sides</u>
218	☐	☒	☐	Are there any features of the property shared in common with adjoining landowners, such as, walls, fences, roads, driveways? (If YES, explain below.)
220	☐	☒	☐	Is the property owner responsible for maintenance of any such shared feature(s)?
221	☐	☒	☐	To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
222	☐	☐	☒	To your knowledge, is any portion of the property located in a federally designated flood plain?
223	☒	☐	☐	Do you currently, or have you ever, paid flood insurance for the property?
224	☐	☒	☐	To your knowledge, is any portion of the property located in a designated wetlands area?
225	☐	☒	☐	Do you know of any of the following items that have occurred on the property or in the immediate area? (Mark all that apply.)
226				
227	☐ EXPANSIVE SOIL		☐ EARTH MOVEMENT	
228	☐ FILL DIRT		☐ UPHEAVAL	
229	☐ SLIDING		☐ EARTH STABILITY PROBLEMS	
230	☐ SETTLING			
231	Comments:			
232				
233				

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	YES	NO	DON'T KNOW	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	☐	☒	☐	Any current/pending bonds, assessments, or special taxes that apply to property?
241	☐	☒	☐	The property may be subject to special assessments or is located in an Improvement district? (Refer to relevant tax disclosure - Mark One).
242				☐ Owner ☐ County ☐ Public Record ☐ Other: _____
243	☐	☒	☐	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	☐	☐	☒	Is the property subject to a right of first refusal?
247	☐	☒	☐	Is the property subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions?
248	☐	☒	☐	Any violations of such covenants and restrictions?
249	Comments: _____			
250				
251				

252	YES	NO	DON'T KNOW	SECTION 10
253				MISCELLANEOUS
254	☐	☒	☐	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	☐	☒	☐	Are any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions?
256	☐	☐	☒	Is the present use of the property a non-conforming use?
257	☒	☐	☐	Have there been any insurance claims during the seller's ownership?
258	☒	☐	☐	Were repairs made? If so, explain: <u>Hail damage to roof & siding, Burn Roof replacement of 2 panels due to wind</u>
259	☐	☒	☐	Is there any unrepaired damage due to hail, storm, wind, fire or flood?
260	☐	☒	☐	Are there any stains, tears, burns, holes, etc., in the property that are not readily visible?
261	☒	☐	☐	Does a pet(s) reside or has a pet(s) ever resided in or on the property?
262	☐	☒	☐	Is there any damage due to pets, interior/exterior, including, but not limited to, odors, stains, etc.?
263	☒	☐		Do all window and door treatments remain? If NO, please list: _____
264				_____
265	☐	☐		Does any other personal property remain? If YES, please list: _____
266				_____
267	☒	☐	☐	Does the property contain any of the following? (Mark all that apply.)
268	☐	☐	☐	☐ Swimming Pool ☐ Spa ☐ Hot Tub ☐ Sauna ☒ Water Feature
269	☐	☒	☐	If YES, are either of the following heated? ☐ Swimming Pool ☐ Spa If yes, type of heat? _____
270	☐	☒	☐	Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature?
271				Explain: _____
272	☐	☒	☐	Is the property in a historic, holistic, conservation or special review district, that requires any alterations or improvements to the Property, be approved by a board or commission?
273				
274	☐	☒	☐	Are there any other facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property?
275				
276	☐	☒	☐	Are there any transferable warranties on the property or any of its components?
277	Comments: _____			
278				
279				
280	Any Additional Comments For Part II:			
281				
282				
283				
284				
285				

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:  SELLER:  6/3/2025
 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

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ALTA COMMITMENT FOR TITLE INSURANCE
issued by
First American Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

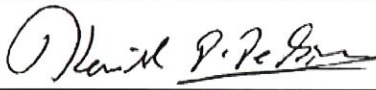
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

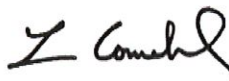
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, FIRST AMERICAN TITLE INSURANCE COMPANY, a California Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

Issuing Agent: Security 1st Title, LLC



Security 1st Title

Chelsea Scott
(620) 326-7460 (Work)
(620) 326-2357 (Work Fax)
cscott@security1st.com

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

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First American Title™

Commitment for Title Insurance
Kansas - 2021 v. 01.00 (07-01-2021)

Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title, LLC	Buyer:	A legal entity to be determined
Issuing Office:	116 E. Harvey Avenue Wellington, KS 67152	Title Contact:	Chelsea Scott (620) 326-7460 (Work) (620) 326-2357 (Work Fax) cscott@security1st.com
ALTA Universal ID:	1100301		
Loan ID Number:			
Commitment No.:	KS-R3134497		
Property Address:	1287 E 130th Ave. N., 00000 E. 130th Ave. N., Mulvane, KS 67110		

SCHEDULE A

- 1. Commitment Date:**
05/27/2025 at 7:00 AM
- 2. Policy to be issued:**
ALTA Owner's Policy 07-01-2021
Proposed Insured: A legal entity to be determined
The estate or interest to be insured: Fee Simple
\$1,000.00
- 3. The estate or interest in the Land at the Commitment Date is:**
Fee Simple
- 4. The Title is, at the Commitment Date, vested in:**
Terry L. Knapp and Ann G. Knapp
- 5. The Land is described as follows:**
Property description set forth in Exhibit A attached hereto and made a part hereof.

Security 1st Title

By: 
David Armagost, President

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Commitment No.: KS-R3134497

Exhibit A

Tract I: Commencing at the Northeast corner of the Northeast Quarter (NE¼) of Section 13, Township 30 South, Range 1 East of the 6th P.M., Sumner County, Kansas, thence South (on the East line of said Quarter of said Section) 684.54 feet to a point on the Northwestern right-of-way line of the Atchison, Topeka and Santa Fe Railway, thence Southwesterly (on said right-of-way line of said railway) 883.60 feet to a point, thence North 1450.90 feet to a point on the North line of said Quarter of said Section, thence East 474.00 feet to the point of beginning EXCEPT the following tract: Being a 75 foot strip of land North of the BNSF Railway Co. Right-of-Way line in the E½NE¼ of Section 13, Township 30 South, Range 1 East of the Sixth P.M., Sumner County, Kansas and a part of the land conveyed to Ann G. and Terry L. Knapp, said area beginning at the intersection of the North right-of-way line and the East line of Section 13, thence 883.6 feet in a Southwesterly direction to a the West line of said Knapp property in Section 13, West line being 436.5 feet West of the East line of Section 13.

Tract II: A tract of land situated in the Northwest Quarter of Section 18, Township 30 South, Range 2 East of the 6th Principle Meridian, Sumner County, Kansas lying North and West of the existing BNSF Railway Co. Right-of-Way.

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SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, and recorded in the Public Records.
5. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in the Conditions, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
6. We require all general taxes and special assessments for the current year, and all previous years, to be paid in full or as otherwise agreed to by the parties. County tax information is hyperlinked on the Cover Page of this Commitment. General taxes and special assessments for the Land are currently taxed as follows, subject to interest and penalties:

Tax Year: 2024

Full Amount: \$2,115.50, Paid

Tax Parcel Number: BPT134 (Tract I)

Tax Year: 2024

Full Amount: \$5.77, Paid

Tax Parcel Number: BPT002B (Tract II)

7. Our search of the public records does not disclose a mortgage/deed of trust on the property. We must be advised if you have any knowledge of an unreleased mortgage/deed of trust, recorded or unrecorded. The Company reserves the right to make such further requirements as it deems necessary.
8. File a Warranty Deed from Terry L. Knapp and Ann G. Knapp, stating marital status and joined by spouse, if any, to A legal entity to be determined.
9. Provide this company with a properly completed and executed Owner's Affidavit.

10. Recording Information for Kansas Counties:

Deed: \$21.00 (first page) + \$17.00 (each additional page)

Mortgage: \$21.00 (first page) + \$17.00 (each additional page)

Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)

Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **General taxes and special assessments for the year 2025, and subsequent years, none now due and payable.**

NOTE: We reserve the right to amend the above exception if any taxes remain due and payable, but not delinquent, for the current tax year.

8. Roadway easement, if any, over the North of subject property.
9. Terms and provisions of the oil and gas leases executed between Harry A. Wilson Jr. aka J.R. Wilson and Michealle B. Wilson, man and wife, lessor, and C.L. Carter, lessee, filed September 17, 1981 recorded in/on Book P-259, Page [641](#), together with all subsequent assignments and conveyances. (Tract I)

NOTE: If there is no production of oil and gas from all of the property covered by the above lease, if any set terms including options to renew in the lease have expired, and we are furnished with a properly executed affidavit of Non-Production, the above exception will not appear on the policy to be issued.

10. Condemnation of Land, dated November 22, 1926 by the Commissioners of Sumner County to the Atchison, Topeka and Santa Fe Railway Company, filed January 3, 1927 and recorded in Book D-5, Page [1](#). (Tract II)
11. The terms and provisions contained in the document entitled "Change in Place of Use Water Right-Approval Application" filed as Book 472, Page [116](#); "Certificate of Appropriation for Beneficial Use of Water" filed as Book 913, Page [581](#). (Tract II)

12. Terms and provisions of the oil and gas leases executed between Twyla L. Hoobler Wagoner, as Trustee of the Twyla L. Hoobler Wagner Trust, dated October 20, 2006, lessor, and Concho Land Co., LLC, lessee, filed December 09, 2011 recorded in/on Book 862, Page [481](#), together with all subsequent assignments and conveyances. (Tract II)

NOTE: If there is no production of oil and gas from all of the property covered by the above lease, if any set terms including options to renew in the lease have expired, and we are furnished with a properly executed affidavit of Non-Production, the above exception will not appear on the policy to be issued.

13. The terms and provisions contained in the Affidavit of Memorandum of Agreement between Targa Pipeline Mid-Continent Westok LLC and Sandridge Exploration and Production LLC, filed April 1, 2016 in Book 975, Page [186](#). NOTE: This is a blanket document that is indexed in all Sections, Townships and Ranges in Sumner County, Kansas and may or may not pertain to the subject property set forth in Schedule A herein.
14. Tenancy rights, if any, either month-to-month or by virtue of written leases, of parties now in possession of any part of the premises described herein.
15. Any interest outstanding of record in and to all the oil, gas and other minerals in and under and that may be produced from said premises, together with all rights incident to or growing out of said outstanding minerals, including but not limited to outstanding oil and gas leases and easements.
16. Rights-of-way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the land.
17. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charge for same shall have been paid.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions.
 4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to

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this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

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TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

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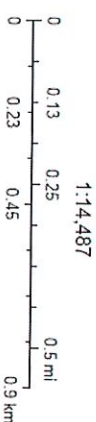


1287 E 130th



6/4/2025, 12:56:57 PM

- Oil and Gas Wells
- Dry and Abandoned
- Oil, Plugged-Abandoned
- Other
- Salt Water Disposal, Plugged-Abandoned
- Citations



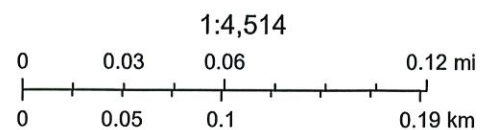
Esri, HERE, Garmin, INCREMENT P, USGS, METI/
NASA, EPA, USDA

1287 E 130th Mulvane KS 67100



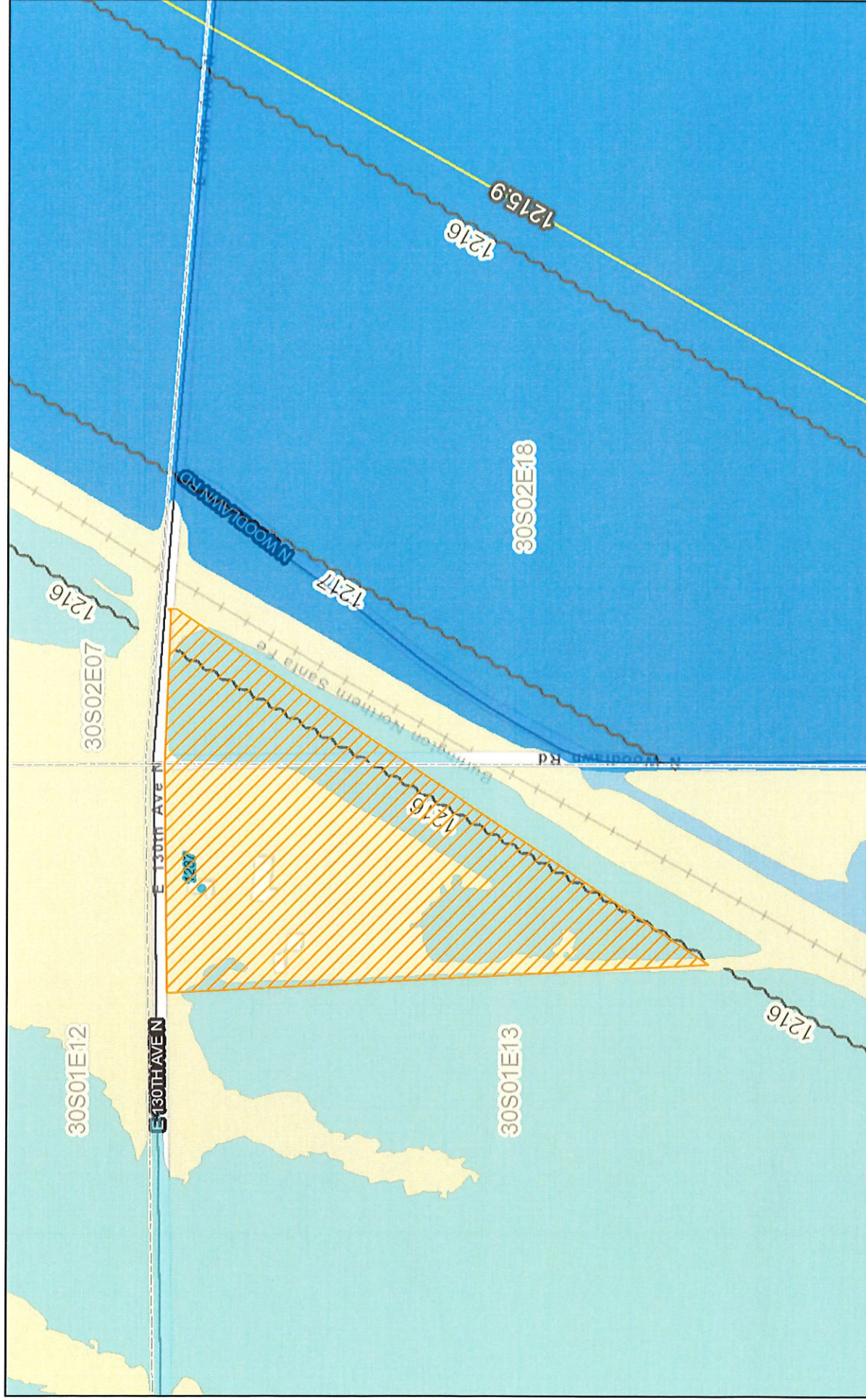
5/27/2025, 8:20:24 AM

- Appraisers Office Land Ownership (Parcels)
- Roads
- Lot Lines
- PLSS Sections
- NG911 2021 Aerial Image (Mar/Apr, leaf off, 1' pixel)
- Red: Band_1
- Green: Band_2
- Blue: Band_3
- NAIP 2023 Aerial Image (June/July, leaf on, 1' pixel)
- Red: Band_1
- Green: Band_2
- Blue: Band_3



Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

1287 E 130th, Mulvane



May 27, 2025

- drawGraphics_poly
- User drawn polygons
- Special Flood Hazard Area
- AO
- AH
- AE, FLOODWAY
- AE
- A
- LOMR Areas
- Unlettered, Mapped Cross Sections
- Lettered Cross Sections
- Base Flood Elevations
- Streams
- Profile Baseline
- Stream Centerlines
- PLSS
- DFIRM Status
- Effective DFIRM
- Not Modernized
- PSAP
- Authoritative Boundaries
- Municipal Boundaries
- Road Centerline
- OTHER
- GRAVEL
- HIGHWAY
- PAVED
- SOIL
- Address Points

1:4,514

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.19 km

All Kansas PSAPs, NG911 Coordinating Council, DASC, Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS

Base Flood Approximate Elevations developed by Kansas Department of
Copyright 2014

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The Parcel Number for this Property is 096-026-13-0-00-00-001.00-0

Quick Ref ID: 1828

Owner Information

Owner Name	KNAPP,TERRY L & ANN G
Address	1287 E 130TH AVE N MULVANE, KS 67110

Property Situs Address

Address	1287 E 130TH AVE N, Mulvane, KS 67110
---------	---------------------------------------

Land Based Classification System

Function	Farming / ranch operation (with improvements)
Activity	Farming, plowing, tilling, harvesting, or related activities
Ownership	Private-fee simple
Site	Dev Site - crops, grazing etc - with structures

General Property Information

Prop Class	Farm Homesite - F
Living Units	1
Zoning	
Neighborhood	607
Tax Unit Group	036

2025 Appraised Value

Class	Land	Building	Total
Agricultural Use - A	640	25,020	25,660
Farm Homesite - F	28,850	79,580	108,430
Total	29,490	104,600	134,090

2024 Appraised Value

Class	Land	Building	Total
Agricultural Use - A	620	26,640	27,260
Farm Homesite - F	28,850	56,430	85,280
Total	29,470	83,070	112,540

Tract Description

S13, T30, R01E, ACRES 8.9, BEG 25'S & 25'W NE COR NE4 TH S584',SWLY883.6',N1350',E449' TO POB & LESS ROW Deed Book/Page 0715/0473 0712/0539 0407/0089

Building Permit Information

Permit Number	Amount	Issue Date	Description
09716	25,000	3/25/1997	

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
0715	0473	0712	0539	0407	0089		

AuthenticSign
Terry Knapp

06/03/25

AuthenticSign
Ann Knapp

Mark Land Information
06/03/25

Detail Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Acre	Primary Site - 1	0.7										28,850

Dwelling Information

Dwelling Information		Comp Sales Information	
Res Type	Single-family Residence	Arch Style	Bungalow
Quality	FR+	Bsmt Type	Crawl - 2
Year Built	1880	Total Rooms	4
Eff Year		Bedrooms	2
MS Style	One Story	Family Rooms	0
LBCSStruct	Detached SFR unit	Full Baths	1
No. of Units		Half Baths	0
Total Living Area		Garage Cap	1
Calculated Area	1,056	Foundation	Concrete - 2
Main Floor Living Area	1,056		
Upper Floor Living Area Pct.			
CDU	GD		
Phys/Func/Econ	AV /		
Ovr Pct Gd/RCN	/162,343		
Remodel			
Percent Complete			
Assessment Class			
MU Cls/Pct			

Dwelling Components

Code	Units	Pct	Quality	Year
Enclosed Wood Deck (SF), Solid Wall	40			
Slab Porch (SF) with Roof	192			
Composition Shingle		100		
Warmed & Cooled Air		100		
Plumbing Rough-Ins (#)	1			
Wood Deck (SF)	108		3	2002
Enclosed Porch (SF), Solid Walls	40			
Carport, Flat Roof (SF)	192			
Enclosed Wood Deck (SF), Solid Wall	160			
Frame, Metal or Vinyl Siding		100		
Raised Subfloor (% or SF)	1,056			
Plumbing Fixtures (#)	5			
Automatic Floor Cover Allowance				
Wood Deck (SF)	300		3	2002
Enclosed Porch (SF), Solid Walls	160			

Building Improvement Components

Id	Code	Units	Pct	Size	Other	Rank	Year
32	Single -Metal on Steel Frame		100				
33	Single -Wall-Boards on Wood		100				
34	Single -Wall-Boards on Wood		100				
36	Steel Bin, Concrete Slab Floor	2		12	16		
36	Steel Bin, without Drying, 15' - 29' Dia.	2		12	16		
37	Single -Metal on Wood Frame		100				
38	Single -Metal on Wood Frame		100				
39	No HVAC						
39	Single -Metal on Wood Frame		100				
40	Stud -Hardboard Siding		100				

Authenticated
Ann Knapp

06/03/25

Other Improvements

No.	Occupancy	MSCIs	Rank	Qty	Yr Bld	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Clis	RCN	%Gd	Value
-----	-----------	-------	------	-----	--------	--------	------	------	-------	-----	------------	---------	------	------	------	------	-----	------	-----	-----	-------

Terry Knapp

06/03/25

Detail Information

32	Farm Utility Building	S	2.00	1	1970		4,416	284	14	96 X 46	1	3	3			A	80,151	22	17,630
33	Barn, General Purpose	D	1.00	1	1925		1,080	132	16	36 X 30	1	1	2			A	25,358	4	1,010
34	Lean-to, Farm Utility	D	1.00	1	2001		96	40	10	12 X 8	1	2	3			A	1,387	38	530
35	Farm Utility Shelter	D	2.00	1	1972		440	84	18	22 X 20	1	2	3			A	2,706	12	320
36	Site Improvements	D	2.00	1	1975		10		12	12 X 16	1	2	3			A	19,355	20	3,870
37	Farm Utility Storage Shed	P	1.00	1	1994		200	60	8	20 X 10	1	2	3			A	2,128	31	660
38	Farm Utility Storage Shed	P	1.00	1	1970		288	72	8	24 X 12	1	2	3			A	2,805	16	450
39	Farm Utility Building	P	1.00	1	1970		432	84	14	24 X 18	1	1	2			A	4,916	6	290
40	Poultry House, Cage Op., 1 Story	D	2.00	1	1970		81	36	7	9 X 9	1	1	2			A	5,211	5	260

Other Improvement Components

No	Code	Units	Pct	Size	Other	Rank	Year
32	Single -Metal on Steel Frame		100				
33	Single -Wall-Boards on Wood		100				
34	Single -Wall-Boards on Wood		100				
36	Steel Bin, Concrete Slab Floor	2		12	16		
36	Steel Bin, without Drying, 15' - 29' Dia.	2		12	16		
37	Single -Metal on Wood Frame		100				
38	Single -Metal on Wood Frame		100				
39	No HVAC						
39	Single -Metal on Wood Frame		100				
40	Stud -Hardboard Siding		100				

Agricultural Land

Ag Type	Ag Acres	Soil Unit	Irr Type	Well Depth	Acre Feet	Acre Ft/Ac	Adj Code	Govt Prog	Base Rate	Adj Rate	Ag Value
Native Grass - NG	8.2	6236				0			78	78	640

Ag Land Summary

Dry Land Acres	0
Irrigated Acres	0
Native Grass Acres	8.2
Tame Grass Acres	0
Total Ag Acres	8.2
Total Ag Use Value	640
Total Ag Market Value	19,110

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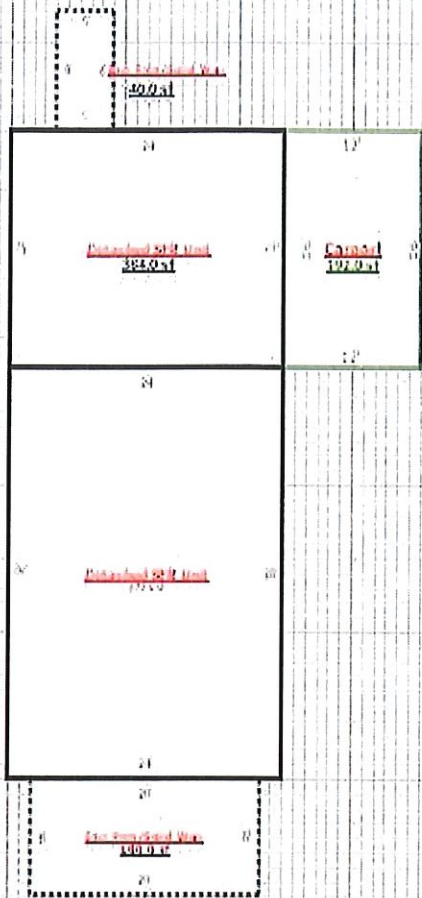
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TECHNOLOGIES

 **Terry Knapp** 06/03/25

 **Ann Knapp** 06/03/25

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Sketch by Arc Medina™

AuthenticSIGN
Terry Knapp

06/03/25

AuthenticSIGN
Ann Knapp

06/03/25

Tax History Inquiry for KNAPP,TERRY L & ANN G

[View Parcel Information](#) --- [Tax Search Page](#)

Property Address											
1287 E 130TH AVE N											
Tax ID		Sec-Twn-Rng	Sub	Blk	Lot	Description				Parcel Id/Cama	Parcel Classes
2024 RealEstate - BPT134		13-30-01E				S13, T30, R01E, ACRES 8.9, BEG 25'S & 25°W NE COR NE4 TH S584',SWLY883.6'; ,N1350',E449' TO POB & LESS ROW				026-13-0-00-00-001.00-0	Agricultural Real Estate Farmstead
Tax Unit	USD	Cty/Twn	Assessed Valuation	Mill Levy	Ad Valorem	Special Assessments	Total Tax	Total Paid	DIQ	Book-Page	Date of Transfer
036	263	BELLE PLAINE	\$16653	137.392	\$2115.5	\$0	Amount \$2115.5	Amount \$2115.5	No	0715 - 0473	112280

[Click here for Additional Years](#)[View Parcel Information](#) --- [Tax Search Page](#)

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Terry Knapp

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TECHNOLOGIES

06/03/25

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Ann Knapp

06/03/25

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The Parcel Number for this Property is 096-014-18-0-00-00-001.01-0
Quick Ref ID: 826

Owner Information

Owner Name	KNAPP,TERRY L & ANN G
Address	1287 E 130TH AVE N MULVANE, KS 67110

Property Situs Address

Address	00000 E 130TH AVE N, Mulvane, KS 67110
---------	--

Land Based Classification System

Function	Farming / ranch land (no improvements)
Activity	Farming, plowing, tilling, harvesting, or related activities
Ownership	Private-fee simple
Site	Dev Site - crops, grazing etc - no structures

General Property Information

Prop Class	Agricultural Use - A
Living Units	
Zoning	
Neighborhood	607
Tax Unit Group	036

2025 Appraised Value

Class	Land	Building	Total
Agricultural Use - A	150	0	150
Total	150	0	150

2024 Appraised Value

Class	Land	Building	Total
Agricultural Use - A	140	0	140
Total	140	0	140

Tract Description

S18, T30, R02E, ACRES 1.9, BEG 25'E & 30'S NW COR NW4,TH S470',NELY510',W250' TO POB & LESS ROW (AKA ALL NW4 NW RR ROW) Lot Width: 250.0 Lot Depth: 470.0 Deed Book/Page 0714/0017 0710/0007 0709/0104 0596/0429

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
0714	0017	0710	0007	0709	0104	0596	0429

Agricultural Land

Ag Type	Ag Acres	Soil Unit	Irr Type	Well Depth	Acre Feet	Acre Ft/Ac	Adj Code	Govt Prog	Base Rate	Adj Rate	Ag Value
---------	----------	-----------	----------	------------	-----------	------------	----------	-----------	-----------	----------	----------

Native Grass - NG	1.9	6236				0			78	78	150
-------------------	-----	------	--	--	--	---	--	--	----	----	-----

Ag Land Summary

Dry Land Acres	0
Irrigated Acres	0
Native Grass Acres	1.9
Tame Grass Acres	0
Total Ag Acres	1.9
Total Ag Use Value	150
Total Ag Market Value	4,430

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Tax History Inquiry for KNAPP,TERRY L & ANN G

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Property Address											
E 130TH AVE N											
Tax ID		Sec-Twn-Rng	Sub	Blk	Lot	Description				Parcel Id/Cama	Parcel Classes
2024 RealEstate - BPT002B		18-30-02E				S18, T30, R02E, ACRES 1.9, BEG 25'E &; 30'S NW COR NW4,TH S470',NELY510',W250'; TO POB & LESS ROW (AKA ALL NW4 NW RR; ROW)				014-18-0-00-00-001.01-0	Agricultural Real Estate
Tax Unit	USD	Cty/Twn	Assessed Valuation	Mill Levy	Ad Valorem	Special Assessments	Total Tax	Total Paid	Dlq	Book-Page	Date of Transfer
036	263	BELLE PLAINE	\$42	137.392	\$5.77	\$0	Amount \$5.77	Amount \$5.77	No	0714 - 0017	03/06/95

[Click here for Additional Years](#)

[View Parcel Information](#) --- [Tax Search Page](#)

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TECHNOLOGIES

Property Address: 1287 E 130TH AVE N MULVANE, KS 67110

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) ☒ TK AK 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) ☒ TK AK 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)

MS DY 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.

<u>Ann Knapp</u>	06/02/25	<u>Terry Knapp</u>	06/02/25
Seller	Date	Seller	Date
<u>Mark Sudduth</u>	05/31/25		
Purchaser	Date	Purchaser	Date
<u>Paula Yausst</u>	05/31/25		
Agent	Date	Agent	Date



1287 E 130TH AVE N MULVANE, KS 67110

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.

Authentisign

Paula Yaussi

Licensee

05/31/25

Authentisign

Mark Sudduth

Mark Sudduth Bud Cortner

Supervising/branch broker

05/31/25

Sudduth Realty Inc. Heritage 1st Realty

Real estate company name approved by the commission

Terry Knapp

06/02/25

Buyer/Seller Acknowledgement (not required)

Authentisign

Ann Knapp

06/02/25

Approved by the Kansas Real Estate Commission on October 10, 2017

InstantFORMS

#2000

Sudduth
sudduthrealty

Mold Notice, Disclosure, and Disclaimer

(Buyer and Seller)

Property Address: 1287 E 130TH AVE N MULVANE, KS 67110

1. **Seller's Disclosure:** To the best of Seller's actual knowledge, Seller represents:
 - a. The Property described above _____ has X has not been previously tested for molds;
(If the answer for 1.a. is "has not", then skip 1.b and 1.c and go to Section 2.)
 - b. The molds found _____ were _____ were not identified as toxic molds;
 - c. With regard to any molds that were found, measures _____ were _____ were not taken to remove those molds.
2. **Mold Inspection:** Molds, fungus, mildew, and similar organisms ("Mold Condition") may exist in the Property of which the Seller is unaware and has no actual knowledge. The Mold may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. A professional home inspection may not disclose Mold Conditions. As a result, Buyer may wish to obtain an inspection specifically for Mold Conditions to more fully determine the condition of the Property and this environmental status. Neither Seller's nor Buyer's agents are experts in the field of Mold Conditions and other related conditions and Buyer and Seller shall not rely on Broker or its agents for information relating to such conditions. Buyer is strongly encouraged to satisfy itself as to the condition of the property.
3. **Hold Harmless:** Buyer's decision to purchase the Property is independent of representation of the Broker or Broker's agent involved in the transaction regarding Mold Conditions. Accordingly, Buyer agrees to indemnify and hold Realty Executives Sudduth Realty, Inc. (Mark Sudduth Realty, Inc.) Broker(s), Transaction Broker, Agents, and Designated Agent(s) harmless in the event any Mold Conditions are present on the Property.
4. **Receipt of Copy:** Seller and Buyer have read and acknowledge receipt of a copy of this Mold Disclosure.

Professional Advice: Seller and Buyer acknowledge that they have been advised to consult with a professional of their choice regarding any questions or concerns relating to Mold Conditions or this Mold Disclosure.

Buyer _____ Date _____

Authentisign
Ann Knapp 06/02/25
Seller _____ Date _____

Buyer _____ Date _____

Authentisign
Terry Knapp 06/02/25
Seller _____ Date _____

CAUTION CAUTION CAUTION CAUTION
FRAUD ALERT

Address: _____

1287 E 130TH AVE N MURKIN, KS 66506

CALL BEFORE YOU WIRE FUNDS

Real estate buyers and sellers are targets for wire fraud and many have lost hundreds of thousands of dollars because they failed to take two simple steps.

Obtain the phone number of your real estate agent and your escrow agent at your first meeting.

Call the known phone number to speak directly with your agent or escrow officer to confirm wire instructions PRIOR to wiring

Beware that cyber stalking and fraud are always changing.

Here is an example of a common type of fraud:

An email account (this could be agent's, escrow's, or consumer's email) is hacked. Hacker monitors the account, waiting for the time when consumer must wire funds. Agent, escrow, and consumer have no knowledge they are being monitored. Hacker, impersonating agent or escrow, instructs consumer to wire funds immediately. The wire instructions are for an account controlled by hacker. These instructions often create a sense of urgency and often explain that the agent or escrow officer cannot be reached by phone so any follow-up must be by email. When consumer replies to this email, consumer's email is diverted to hacker. Consumer wires the funds which are stolen by hacker with no recourse for consumer.

Never wire funds without first calling the known phone number for agent or escrow and confirming the wire instructions. Do not rely upon e-mail communications.

The best way to isolate yourself against this fraud is not to utilize electronic means to transfer money pertaining to a real estate transaction (i.e. ETF, wire transfer, electronic check, direct deposit, etc...)

The undersigned hereby acknowledge(s) receipt of this notice and the risks associated with, and the vulnerabilities of electronic transfer of funds. The undersigned further agree that if electronic transfer of funds is utilized in this transaction, they hereby hold the Brokerages, their agents and the designated title company harmless from all claims arising out of inaccurate transfer instructions, fraudulent taking of said funds and/or any other damage relating to the conduct of third parties influencing the implementation of transfer instructions.

knapptaaa@aol.com
Authorized Email Address

316-200-4454
Authorized Phone Number

AuthenticSign
Anna Knapp
Consumer Signature

06/02/25

Authorized Email Address

316-777-4046
Authorized Phone Number

AuthenticSign
Terry Knapp
Consumer Signature & Date

06/02/25

FOR MORE INFORMATION ON WIRE-FRAUD SCAMS OR TO REPORT AN INCIDENT, PLEASE REFER TO THE FOLLOWING LINKS:

Federal Bureau of Investigation: <http://www.fbi.gov>

Internet Crime Complaint Center: <http://www.ic3.gov>

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(REV 11/24)

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