

Reserve Real Estate Auction
Terms and Conditions



AUCTION 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.

Kristine B. Davis 3/30/25

Seller

Date

Buyer

Date

Seller

Date

Buyer

Date



sudduthrealty

PROPERTY TAX INFORMATION


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Tax History Information

Type: RL CAMA Number: 031 11 0 00 06 003 00 0 01 Tax Identification: 215-05840

Owner ID: DAVI01167 DAVIS FAMILY TRUST DAVIS, WIL

Taxpayer ID: DAVI01167 DAVIS FAMILY TRUST DAVIS, WIL

Situs Address: 7207 LAUREL CANYON; 66441

Subdivision: REP.LAUREL CANYON SUB. Block 1 Lot(s) 3,5 Section 11 Township 11 Range 4 Tract 1 05840

[Current Taxes](#)
[Current Real Estate Detail](#)
[GIS Map](#)
[Print Friendly Version](#)

Year	Owner ID	Statement #	Line #	Warrant #	Specials Description	Specials Payoff	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
2023	WILL01160	0008350	001			0.00	2,918.99	2,918.99	0.00	Yes	Yes
2022	WILL01160	0002142	001			0.00	2,702.00	2,702.00	0.00	Yes	Yes
2021	WILL01160	0002118	001			0.00	2,752.10	2,752.10	0.00	Yes	Yes
2020	WILL01160	0002117	001			0.00	2,827.26	2,827.26	0.00	Yes	Yes
2019	WILL01160	0002122	001			0.00	2,836.68	2,836.68	0.00	Yes	Yes
2018	WILL01160	0002260	001			0.00	2,765.14	2,765.14	0.00	Yes	Yes
2017	WILL01160	0002281	001			0.00	2,631.86	2,631.86	0.00	Yes	Yes
2016	WILL01160	0007158	001			0.00	2,621.14	2,621.14	0.00	Yes	Yes
2015	WILL01160	0002335	001			0.00	2,521.86	2,521.86	0.00	Yes	Yes
2014	WILL01160	0007495	001			0.00	2,413.57	2,413.57	0.00	Yes	Yes
2013	WILL01160	0007402	001			0.00	2,336.83	2,336.83	0.00	Yes	Yes
2012	WILL01160	0002700	001			0.00	2,346.91	2,346.91	0.00	Yes	Yes
2011	WILL01160	0002736	001			0.00	2,365.64	2,365.64	0.00	Yes	Yes
2010	WILL01160	0002719	001			0.00	2,293.38	2,293.38	0.00	Yes	Yes
2009	WILL01160	0002781	001			0.00	2,195.28	2,195.28	0.00	Yes	Yes
2008	WILL01160	0012341	001			0.00	2,149.20	2,149.20	0.00	Yes	Yes
2007	WILL01160	0006602	001			0.00	2,015.78	2,015.78	0.00	Yes	Yes
2006	KRIS00038	0011093	001			0.00	1,795.16	1,795.16	0.00	Yes	Yes
2005	KRIS00038	0010898	001			0.00	1,762.23	1,762.23	0.00	Yes	Yes
2004	KRIS00038	0010757	001			0.00	1,694.37	1,694.37	0.00	Yes	Yes

Click on underlined tax year to see payment detail and where the tax dollars go.

* - Does not include all interest, penalties and fees.

** - Specials payoff amount for current year only.

For delinquent tax pay off amount contact Geary County Treasurer 200 East 8th St, Junction City, KS 66441, (785) 238-6021.

K.B.D.

PROPERTY TAX INFORMATION



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Tax History Information

Type: RL CAMA Number: 036 14 0 00 01 004 00 0 01 Tax Identification: 215-05849
 Owner ID: DAVI01169 DAVIS, WILLIAM (TRUSTEE) DAVI)
 Taxpayer ID: DAVI01169 DAVIS, WILLIAM (TRUSTEE) DAVI)
 Situs Address: 0 CANYON; 66441
 Subdivision: REP. LAUREL CANYON SUB. Block 1 Lot(s) 7 Section 14 Township 11 Range 4
 Tract 1 05849

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Year	Owner ID	Statement #	Line #	Warrant #	Specials Description	Specials Payoff	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
2023	WILL01160	0008358	001			0.00	28.72	28.72	0.00	Yes	Yes
2022	WILL01160	0002143	001			0.00	42.11	42.11	0.00	Yes	Yes
2021	WILL01160	0002119	001			0.00	42.36	42.36	0.00	Yes	Yes
2020	WILL01160	0002118	001			0.00	40.87	40.87	0.00	Yes	Yes
2019	WILL01160	0002123	001			0.00	55.16	55.16	0.00	Yes	Yes
2018	WILL01160	0002261	001			0.00	54.93	54.93	0.00	Yes	Yes
2017	WILL01160	0002282	001			0.00	44.71	44.71	0.00	Yes	Yes
2016	WILL01160	0007159	001			0.00	104.31	104.31	0.00	Yes	Yes
2015	WILL01160	0002336	001			0.00	101.68	101.68	0.00	Yes	Yes
2014	WILL01160	0007496	001			0.00	51.23	51.23	0.00	Yes	Yes
2013	WILL01160	0007403	001			0.00	49.61	49.61	0.00	Yes	Yes
2012	WILL01160	0002701	001			0.00	49.83	49.83	0.00	Yes	Yes
2011	WILL01160	0002737	001			0.00	50.54	50.54	0.00	Yes	Yes
2010	WILL01160	0002720	001			0.00	50.05	50.05	0.00	Yes	Yes
2009	WILL01160	0002782	001			0.00	49.16	49.16	0.00	Yes	Yes
2008	WILL01160	0012342	001			0.00	46.37	46.37	0.00	Yes	Yes
2007	WILL01160	0006603	001			0.00	31.31	31.31	0.00	Yes	Yes
2006	WILL01150	0011095	001			0.00	41.26	41.26	0.00	Yes	Yes
2005	WILL01150	0010899	001			0.00	41.54	41.54	0.00	Yes	Yes
2004	WILL01150	0010758	001			0.00	39.82	39.82	0.00	Yes	Yes

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K.B.D.

PROPERTY TAX INFORMATION


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Tax History Information

Type CAMA Number Tax Identification
RL 036 14 0 00 01 005 00 0 01 215-05850

Owner ID DAVI01169DAVIS, WILLIAM (TRUSTEE) DAVI)

Taxpayer ID DAVI01169DAVIS, WILLIAM (TRUSTEE) DAVI)

Situs Address: 0 CANYON; 66441

Subdivision REP.LAUREL CANYON SUB. Block 1 Lot(s) 8 Section 14 Township 11 Range 4

Tract 1 05850

[Current Taxes](#)
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Year	Owner ID	Statement #	Line #	Warrant #	Specials Description	Specials Payoff	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
2023	KRIS00036	0008359	001			0.00	22.26	22.26	0.00	Yes	Yes
2022	KRIS00036	0002128	001			0.00	31.96	31.96	0.00	Yes	Yes
2021	KRIS00036	0002104	001			0.00	32.66	32.66	0.00	Yes	Yes
2020	KRIS00036	0002103	001			0.00	31.47	31.47	0.00	Yes	Yes
2019	KRIS00036	0002109	001			0.00	55.84	55.84	0.00	Yes	Yes
2018	KRIS00036	0002246	001			0.00	55.61	55.61	0.00	Yes	Yes
2017	KRIS00036	0002267	001			0.00	46.47	46.47	0.00	Yes	Yes
2016	KRIS00036	0007144	001			0.00	74.45	74.45	0.00	Yes	Yes
2015	KRIS00036	0002321	001			0.00	76.35	76.35	0.00	Yes	Yes
2014	KRIS00036	0007479	001			0.00	44.25	44.25	0.00	Yes	Yes
2013	KRIS00036	0007387	001			0.00	42.86	42.86	0.00	Yes	Yes
2012	KRIS00036	0002685	001			0.00	43.04	43.04	0.00	Yes	Yes
2011	KRIS00036	0002722	001			0.00	43.65	43.65	0.00	Yes	Yes
2010	KRIS00036	0002706	001			0.00	43.23	43.23	0.00	Yes	Yes
2009	KRIS00036	0002768	001			0.00	42.47	42.47	0.00	Yes	Yes
2008	KRIS00036	0012339	001			0.00	40.06	40.06	0.00	Yes	Yes
2007	KRIS00036	0006586	001			0.00	27.19	27.19	0.00	Yes	Yes
2006	KRIS00036	0011092	001			0.00	36.08	36.08	0.00	Yes	Yes
2005	NORM00046	0010901	001			0.00	36.32	36.32	0.00	Yes	Yes
2004	NORM00046	0010760	001			0.00	34.82	34.82	0.00	Yes	Yes

Click on underlined tax year to see payment detail and where the tax dollars go.

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PROPERTY TAX INFORMATION


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Tax History Information

Type CAMA Number **Tax Identification**
 RL 031 11 0 00 06 001 00 0 01 215-05837
Owner ID DAVI00021 DAVIS FAMILY TRUST
Taxpayer ID DAVI00021 DAVIS FAMILY TRUST
Situs Address: 0 LAUREL; 66441
Subdivision REP.LAUREL CANYON SUB. **Block** 1 **Lot(s)** 4 **Section** 11 **Township** 11 **Range** 4
Tract 1 05837

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Estate Detail](#)
[GIS Map](#)
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Year	Owner ID	Statement #	Line #	Warrant #	Specials Description	Specials Payoff	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
2023	DAVI00021	0008349	001	148		0.00	13.43	13.43	30.82	Yes	No
2022	DAVI00021	0002120	001			0.00	21.33	21.33	0.00	Yes	Yes
2021	DAVI00021	0002095	001			0.00	21.07	21.07	0.00	Yes	Yes
2020	DAVI00021	0002094	001			0.00	20.17	20.17	0.00	Yes	Yes
2019	DAVI00021	0002102	001			0.00	10.20	10.20	0.00	Yes	Yes
2018	DAVI00021	0002240	001			0.00	10.15	10.15	0.00	Yes	Yes
2017	DAVI00021	0002261	001			0.00	9.79	0.00	0.00	Yes	Yes
2016	DAVI00021	0007137	001			0.00	8.76	8.76	0.00	Yes	Yes
2015	DAVI00021	0002313	001			0.00	9.25	9.25	0.00	Yes	Yes
2014	DAVI00021	0007456	001			0.00	10.33	10.33	0.00	Yes	Yes
2013	DAVI00021	0007360	001			0.00	10.00	10.00	0.00	Yes	Yes
2012	DAVI00021	0002665	001			0.00	10.05	10.05	0.00	Yes	Yes
2011	DAVI00021	0002705	001			0.00	10.19	10.19	0.00	Yes	Yes
2010	DAVI00021	0002690	001			0.00	10.09	10.09	0.00	Yes	Yes
2009	DAVI00022	0002753	001			0.00	9.91	9.91	0.00	Yes	Yes
2008	DAVI00022	0012338	001			0.00	9.35	9.35	0.00	Yes	Yes
2007	DAVI00022	0006570	001			0.00	9.29	9.29	0.00	Yes	Yes
2006	DAVI00022	0011091	001			0.00	9.43	9.43	0.00	Yes	Yes
2005	RALP00147	0008026	001			0.00	9.49	9.49	0.00	Yes	Yes
2004	RALP00147	0007993	001			0.00	9.10	9.10	0.00	Yes	Yes

Click on underlined tax year to see payment detail and where the tax dollars go.

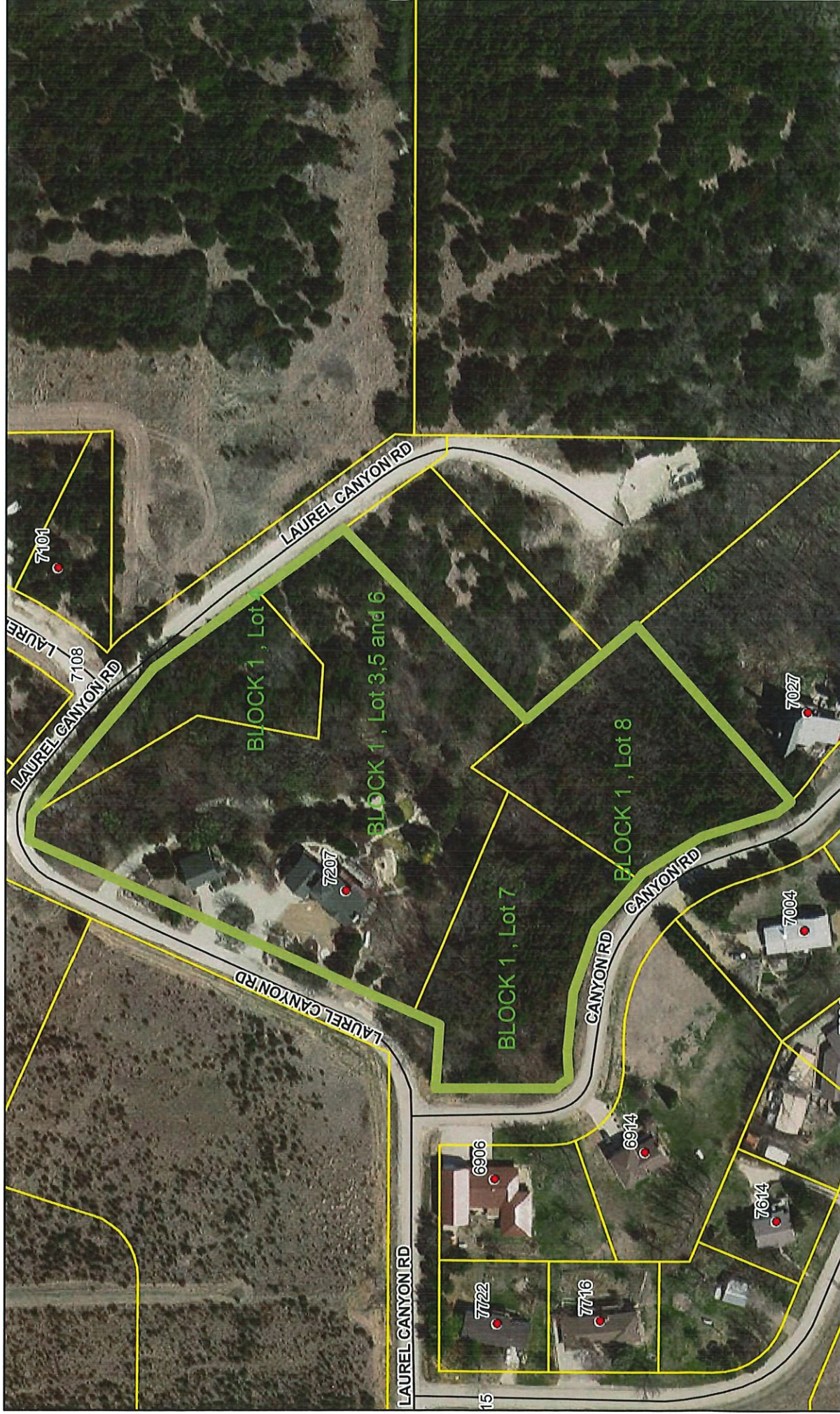
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** - Specials payoff amount for current year only.

K.B.D.

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Geary County GIS



3/26/2025, 12:33:53 PM

- Parcels
- RoadCenterline
- Green: Band_2
- Blue: Band_3
- AddressPoints
- Red: Band_1

Riley County IT/GIS, Maxar, Microsoft



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

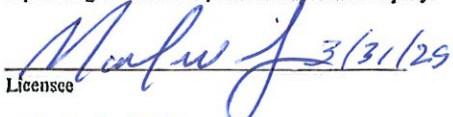
The transaction broker is responsible for performing the following duties:

- 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

Mark Sudduth
Supervising/branch broker

Sudduth Realty Inc.
Real estate company name approved by the commission

Buyer/Seller Acknowledgement (not required)

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

InstanetFORMS #2000



Mold Notice, Disclosure, and Disclaimer

(Buyer and Seller)

Property Address: 7207 Laurel Canyon Rd Junction City Ks 66441

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 _____

Kristine B. Davis
Seller _____ Date 3/30/25

Buyer _____ Date _____

Seller _____ Date _____