



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

SELLER (Indicate Marital Status): JERRY WAYNE & PAMELA K. HOWARTER, H+W

PROPERTY: 16702 S. HWY 59, WELDON, KS 66091

1. NOTICE TO SELLER.

Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any material defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in civil liability for damages. Non-occupant SELLERS are not relieved of this obligation. This disclosure statement is designed to assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this information. If residential dwelling on Property was built prior to 1978, SELLER is required to complete the federally mandated Lead Based Paint Disclosure Addendum.

2. NOTICE TO BUYER.

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

3. OCCUPANCY.

Approximate age of Property? 1960 Model How long have you owned? 1944
Does SELLER currently occupy the Property? Yes No
If "No", how long has it been since SELLER occupied the Property? 11/2022 years/months
SELLER has never occupied the Property. SELLER to answer all questions to the best of SELLER'S knowledge.

4. TYPE OF CONSTRUCTION. [X] Conventional/Wood Frame [] Modular [] Manufactured [] Mobile [] Other

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

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

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

Initials SELLER SELLER Initials BUYER BUYER

56 6. ROOF.

- 57 a. Approximate Age: 15 years Unknown Type: Composition
- 58 b. Have there been any problems with the roof, flashing or rain gutters? Yes No
- 59 If "Yes", what was the date of the occurrence? _____
- 60 c. Have there been any repairs to the roof, flashing or rain gutters? Yes No
- 61 Date of and company performing such repairs _____ / _____
- 62 d. Has there been any roof replacement? Yes No
- 63 If "Yes", was it: Complete or Partial
- 64 e. What is the number of layers currently in place? 1 layers or Unknown.

65
66 If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other
67 documentation: _____
68 _____
69 _____

70
71 7. INFESTATION. ARE YOU AWARE OF:

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

84
85 If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other
86 documentation: _____
87 _____
88 _____

89
90 8. STRUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS.
91 ARE YOU AWARE OF:

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

108
109 If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other
110 documentation: Basement is damp. used as a storm shelter
111 _____
112 _____

113
114  Initials _____
SELLER | SELLER

Initials _____
BUYER | BUYER

113 **9. ADDITIONS AND/OR REMODELING.**
 114 a. Are you aware of any additions, structural changes, or other material alterations to
 115 the Property? Yes No
 116 If "Yes", explain in detail: New exterior garage.
 117
 118 b. If "Yes", were all necessary permits and approvals obtained, and was all work in
 119 compliance with building codes? N/A Yes No
 120 If "No", explain in detail: Farm Bldg.
 121
 122

123 **10. PLUMBING RELATED ITEMS.**
 124 a. What is the drinking water source? Public Private Well Cistern Other: _____
 125 If well water, state type _____ depth _____ diameter _____ age _____
 126 b. If the drinking water source is a well, has water been tested for safety? N/A Yes No
 127 If "Yes", when was the water last checked for safety? _____ (attach test results)
 128 c. Is there a water softener on the Property? Yes No
 129 If "Yes", is it: Leased Owned?
 130 d. Is there a water purifier system? Yes No
 131 If "Yes", is it: Leased Owned?
 132 e. What type of sewage system serves the Property? Public Sewer Private Sewer
 133 Septic System, Number of Tanks _____ Cesspool Lagoon Other
 134 f. Approximate location of septic tank and/or absorption field: 300ft. of lateral lines, New
 135
 136 g. The location of the sewer line clean out trap is: _____
 137 h. Is there a sewage pump on the septic system? N/A Yes No
 138 i. Is there a grinder pump system? Yes No
 139 j. If there is a privately owned system, when was the septic tank, cesspool, or sewage
 140 system last serviced? 1 yr. By whom? John Foltz, Plumbing
 141 k. Is there a sprinkler system? Yes No
 142 Does sprinkler system cover full yard and landscaped areas? N/A Yes No
 143 If "No", explain in detail: _____
 144 l. Are you aware of any leaks, backups, or other problems relating to any of the
 145 plumbing, water, and sewage related systems? Yes No
 146 m. Type of plumbing material currently used in the Property:
 147 Copper Galvanized PVC PEX Other Cast
 148 The location of the main water shut-off is: Front Yard
 149 n. Is there a back flow prevention device on the lawn sprinkling system,
 150 sewer or pool? N/A Yes No
 151

152 **If your answer to (l) in this section is "Yes", explain in detail or attach available**
 153 **documentation:** _____
 154 _____
 155 _____

[Signature] Initials _____ Initials _____
 SELLER | SELLER BUYER | BUYER

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11. HEATING AND AIR CONDITIONING.

- a. Does the Property have air conditioning? Yes No
 Central Electric Central Gas Heat Pump Window Unit(s)
Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
1. _____
2. _____
- b. Does the Property have heating systems? Yes No
 Electric Fuel Oil Natural Gas Heat Pump Propane
 Fuel Tank Other Hot Water
Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
1. Age of House
2. _____
- c. Are there rooms without heat or air conditioning? Yes No
If "Yes", which room(s)? _____
- d. Does the Property have a water heater? Yes No
 Electric Gas Solar Tankless
Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By Whom?
1. approx 10 yrs.
2. _____
- e. Are you aware of any problems regarding these items? Yes No
If "Yes", explain in detail: _____

12. ELECTRICAL SYSTEM.

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

13. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:

- a. Any underground tanks on the Property? Yes No Empty
- b. Any landfill on the Property? Yes No
- c. Any toxic substances on the Property (e.g. tires, batteries, etc.)? Yes No
- d. Any contamination with radioactive or other hazardous material? Yes No
- e. Any testing for any of the above-listed items on the Property? Yes No
- f. Any professional testing for radon on the Property? Yes No
- g. Any professional mitigation system for radon on the Property? Yes No
- h. Any professional testing/mitigation for mold on the Property? Yes No
- i. Any other environmental issues? Yes No
- j. Any controlled substances ever manufactured on the Property? Yes No
- k. Any methamphetamine ever manufactured on the Property? Yes No
- (In Missouri, a separate disclosure is required if methamphetamine or other controlled substances have been produced on the Property, or if any resident of the Property has been convicted of the production of a controlled substance.)

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

[Signature] [Signature]
SELLER | SELLER

Initials

Initials _____
BUYER | BUYER

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

- 211 a. The Property located outside of city limits? Yes No
- 212 b. Any current/pending bonds, assessments, or special taxes that
213 apply to Property? Yes No
- 214 If "Yes", what is the amount? \$ _____
- 215 c. Any condition or proposed change in your neighborhood or surrounding
216 area or having received any notice of such? Yes No
- 217 d. Any defect, damage, proposed change or problem with any
218 common elements or common areas? Yes No
- 219 e. Any condition or claim which may result in any change to assessments or fees? Yes No
- 220 f. Any streets that are privately owned? Yes No
- 221 g. The Property being in a historic, conservation or special review district that
222 requires any alterations or improvements to the Property be approved by a
223 board or commission? Yes No
- 224 h. The Property being subject to tax abatement? Yes No
- 225 i. The Property being subject to a right of first refusal? Yes No
- 226 If "Yes", number of days required for notice: _____
- 227 j. The Property being subject to covenants, conditions, and restrictions of a
228 Homeowner's Association or subdivision restrictions? Yes No
- 229 k. Any violations of such covenants and restrictions? N/A Yes No
- 230 l. The Homeowner's Association imposing its own transfer fee and/or
231 initiation fee when the Property is sold? N/A Yes No
- 232 If "Yes", what is the amount? \$ _____
- 233 m. The Property being subject to a Homeowners Association fee? Yes No
- 234 If "Yes", Homeowner's Association dues are paid in full until _____ in the amount of
235 \$ _____ payable yearly semi-annually monthly quarterly, sent to:
236 _____ and such includes:
237 _____
238 Homeowner's Association/Management Company contact name, phone number, website, or email address:
239 _____
240 _____
241 _____
- 242 n. The Property being subject to a secondary Master Community Homeowners Association fee?... Yes No

243 **If any of the answers in this section are "Yes" (except m), explain in detail or attach other documentation:**

244 _____
245 _____
246 _____
247 _____
248 _____

249 **15. PREVIOUS INSPECTION REPORTS.**

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

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

- 253 a. Any of the following?
254 Party walls Common areas Easement Driveways Yes No
- 255 b. Any fire damage to the Property? Yes No
- 256 c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? Yes No
- 257 d. Any violations of laws or regulations affecting the Property? Yes No
- 258 e. Any other conditions that may materially affect the value
259 or desirability of the Property? ... Water line + Electrical easements Yes No
- 260 f. Any other condition, including but not limited to financial, that may prevent
261 you from completing the sale of the Property? Yes No
- 262 g. Any animals or pets residing in the Property during your ownership? ... Barn Cats Yes No
- 263 h. Any general stains or pet stains to the carpet, the flooring or sub-flooring? Yes No
- 264 i. Missing keys for any exterior doors, including garage doors to the Property? ? Yes No
- 265 List locks without keys _____
- 266 j. Any violations of zoning, setbacks or restrictions, or non-conforming uses? Yes No
- 267 k. Any unrecorded interests affecting the Property? Yes No

268 [Signature] Initials _____ Initials _____
SELLER SELLER BUYER BUYER

- 269 I. Anything that would interfere with giving clear title to the BUYER? Yes No
- 270 m. Any existing or threatened legal action pertaining to the Property? Yes No
- 271 n. Any litigation or settlement pertaining to the Property? Yes No
- 272 o. Any added insulation since you have owned the Property? Yes No
- 273 p. Having replaced any appliances that remain with the Property in the
- 274 past five (5) years? Yes No
- 275 q. Any transferable warranties on the Property or any of its
- 276 components? Yes No
- 277 r. Having made any insurance or other claims pertaining to the Property
- 278 in the past five (5) years? Yes No
- 279 If "Yes", were repairs from claim(s) completed?..... N/A Yes No
- 280 s. Any use of synthetic stucco on the Property? Yes No

281
282 If any of the answers in this section are "Yes", explain in detail: _____

283 _____

284 _____

285 _____

286 _____

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

288 Electric Company Name: Four Rivers Phone # 620-342-1619

289 Gas Company Name: MFA Phone # 785-448-5512

290 Water Company Name: Anderson Co. #5 Phone # 620-852-3475

291 Trash Company Name: N/A Phone # _____

292 Other: _____ Phone # _____

293 Other: _____ Phone # _____

294
295 **18. ELECTRONIC SYSTEMS AND COMPONENTS.**

296 Any technology or systems staying with the Property? N/A Yes No

297 If "Yes" list: _____

298 _____

299 _____

300
301 Upon Closing SELLER will provide BUYER with codes and passwords, or items will be reset to factory settings.

302
303 **19. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS).**

304 The Residential Real Estate Sale Contract, including this paragraph of the residential Seller's Disclosure and

305 Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other promotional material, provides for

306 what is included in the sale of the Property. Items listed in the "Additional Inclusions" or "Exclusions" in

307 Subparagraphs 1b and 1c of the Contract supersede the Seller's Disclosure and the pre-printed list in Paragraph 1

308 of the Contract. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller's Disclosure and the pre-

309 printed list govern what is or is not included in this sale. If there are differences between the Seller's Disclosure and

310 the Paragraph 1 list, the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the

311 "Additional Inclusions" and/or the "Exclusions" in Paragraph 1b and/or 1c, all existing improvements on the Property


312 (if any) and appurtenances, fixtures and equipment (which seller agrees to own free and clear), whether buried,

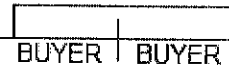
313 nailed, bolted, screwed, glued or otherwise permanently attached to Property are expected to remain with Property,

314 including, but not limited to:

- | | |
|---|--|
| 316 Attached shelves, racks, towel bars | Fireplace grates, screens, glass doors |
| 317 Attached lighting | Mounted entertainment brackets |
| 318 Attached floor coverings | Plumbing equipment and fixtures |
| 319 Bathroom vanity mirrors, | Storm windows, doors, screens |
| 320 attached or hung | Window blinds, curtains, coverings |
| 321 Fences (including pet systems) | and window mounting components |

322
323


Initials _____


Initials _____

SELLER | SELLER

BUYER | BUYER

- 324 **Fill in all blanks using one of the abbreviations listed below.**
 325 "OS" = Operating and Staying with the Property (any item that is performing its intended function).
 326 "EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable
 327 Condition.
 328 "NA" = Not applicable (any item not present).
 329 "NS" = Not staying with the Property (item should be identified as "NS" below.)
 330

- 331 ~~NA~~ ~~OS~~ Air Conditioning Window Units, # 1
 332 ~~OS~~ Air Conditioning Central System
 333 ~~NA~~ Attic Fan
 334 ~~OS~~ Ceiling Fan(s), # _____
 335 ~~NA~~ Central Vac and Attachments
 336 ~~NA~~ Closet Systems, Location _____
 337 ~~NA~~ Camera-Surveillance Equipment
 338 ~~OS~~ Doorbell
 339 ~~NA~~ Electric Air Cleaner or Purifier
 340 ~~NA~~ Electric Car Charging Equipment
 341 ~~NA~~ Exhaust Fan(s) – Baths
 342 ~~NA~~ Fences – Invisible & Controls
 343 ~~NA~~ Fireplace(s), # 1
 344 Location #1 Living Room Location #2 _____
 345 Chimney Chimney
 346 Gas Logs Gas Logs
 347 Gas Starter Gas Starter
 348 Heat Re-circulator Heat Re-circulator
 349 Insert Insert
 350 Wood Burning Wood Burning
 351 Other _____ Other _____
 352 ~~NA~~ Fountain(s)
 353 ~~NA~~ Furnace/Heat Pump/Other Heating System
 354 ~~NA~~ Garage Door Keyless Entry
 355 ~~OS~~ Garage Door Opener(s), # _____
 356 ~~NA~~ Garage Door Transmitter(s), # _____
 357 ~~NA~~ Generator
 358 ~~NA~~ Humidifier
 359 ~~NA~~ Intercom
 360 ~~NA~~ Jetted Tub
 361 **KITCHEN APPLIANCES**
 362 Cooking Unit
 363 Stove/Range NA
 364 Elec. Gas Convection
 365 Built-in Oven
 366 Elec. Gas Convection
 367 Cooktop Elec. Gas
 368 Microwave Oven
 369 Dishwasher
 370 Disposal
 371 Freezer
 372 Location _____
 373 Refrigerator (#1)
 374 Location _____
 375 Refrigerator (#2)
 376 Location _____
 377 Trash Compactor
 378

- ~~NA~~ Laundry - Washer
~~NA~~ Laundry - Dryer
 Elec. Gas
MOUNTED Entertainment Equipment
 TV, Location Dish
 TV, Location _____
 TV, Location _____
 TV, Location _____
 Speakers, Location _____
 Speakers, Location _____
 Other/Location _____
 Other/Location _____
 Other/Location _____
 Other/Location _____
~~NA~~ Outside Cooking Unit
~~OS~~ Propane Tank
 Owned Leased
~~NA~~ Security System
 Owned Leased
~~OS~~ Smoke/Fire Detector(s), # _____
~~OS~~ Shed(s), # 1
~~NA~~ Spa/Hot Tub
~~NA~~ Spa/Sauna
~~NA~~ Spa Equipment
~~NA~~ Sprinkler System Auto Timer
~~NA~~ Sprinkler System Back Flow Valve
~~NA~~ Sprinkler System (Components & Controls)
~~NA~~ Statuary/Yard Art
~~NA~~ Swing set/Playset
~~OS~~ Sump Pump(s), # _____
~~NA~~ Swimming Pool (Swimming Pool Rider Attached)
~~NA~~ Swimming Pool Heater
~~NA~~ Swimming Pool Equipment
~~OS~~ TV Antenna/Receiver/Satellite Dish
 Owned Leased
~~OS~~ Water Heater(s)
~~NA~~ Water Softener and/or Purifier
 Owned Leased
~~NA~~ Wood Burning Stove
~~OS~~ Yard Light
 Elec. Gas
~~NA~~ Boat Dock, ID# _____
 Other _____
 Other _____
 Other _____
 Other _____
 Other _____

[Signature] Initials
 SELLER SELLER

Initials _____
 BUYER BUYER

379 Disclose any material information and describe any significant repairs, improvements or alterations to the Property not
380 fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports,
381 invoices, notices or other documents describing or referring to the matters revealed herein:
382 _____
383 _____
384 _____
385 _____

386 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing
387 Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or
388 guarantee of any kind. SELLER hereby authorizes the Licensee assisting SELLER to provide this information to
389 prospective BUYER of the Property and to real estate brokers and licensees. **SELLER will promptly notify Licensee**
390 **assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and Licensee**
391 **assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes. (SELLER**
392 **and BUYER initial and date any changes and/or attach a list of additional changes. If attached, # _____ of**
393 **pages).**
394 _____

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

399 _____
400 _____
401 _____
402 Jenny Howarter 4-2-24 Pamela Howarter 4-2-24
403 **SELLER** **DATE** **SELLER** **DATE**
404 _____

405 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**
406 _____

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

421 **BUYER** **DATE** **BUYER** **DATE**

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of the Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised September 2023. All previous versions of this document may no longer be valid. Copyright January 2024.