



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

SELLER (Indicate Marital Status): Evelyn Capehart (ASP), Heather Rose (ASP), David Rose (AMP), and Madison Estes (ASP)

PROPERTY: 10304 West 399th Street, LaCygne, KS 66040

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.

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? 57 years How long have you owned? Does SELLER currently occupy the Property? Yes No

SELLER has never occupied the Property. SELLER to answer all questions to the best of SELLER'S knowledge.

4. TYPE OF CONSTRUCTION. 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?
b. Any sliding, settling, earth movement, upheaval or earth stability problems on the Property?
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?
d. Any drainage or flood problems on the Property or adjacent properties?
e. Any flood insurance premiums that you pay?
f. Any need for flood insurance on the Property?
g. Any boundaries of the Property being marked in any way?
h. The Property having had a stake survey?
i. Any encroachments, boundary line disputes, or non-utility easements affecting the Property?
j. Any fencing on the Property?
k. Any diseased, dead, or damaged trees or shrubs on the Property?
l. Any gas/oil wells, lines or storage facilities on Property or adjacent property?
m. Any oil/gas leases, mineral, or water rights tied to the Property?

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

9-3 side fence jura R-lands

Initials BUYER BUYER Sellers Disclosure and Condition of Property Addendum - Residential Page 1 of 8

- 56 **6. ROOF.**
- 57 a. Approximate Age: _____ years Unknown Type: metal roof
- 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? _____ 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: yes replaced new gutters

68 _____

69 _____

70 _____

- 71 **7. INFESTATION. ARE YOU AWARE OF:**
- 72 a. Any termites or other wood destroying insects on the Property? Yes No
- 73 b. Any other pests including rodents, bats or other nuisance wildlife? Yes No
- 74 c. Any damage to the Property by wood destroying insects or other pests? Yes No
- 75 d. 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 e. 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 remaining on the
- 81 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 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: basement
- 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: A Bracing 5 wall & 2 windows to repair of one &

111 yes - gray water washer. It down aspects behind

112 _____





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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: Replace 7 windows, Remod bathroom
 117 Den & living room
 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: _____
 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 2 Cesspool Lagoon Other
 134 f. Approximate location of septic tank and/or absorption field: 20 feet east of Bath-
 135 room window -
 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? 3 By whom? Shaden Septic
 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 _____
 148 The location of the main water shut-off is: South side basement
 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 _____

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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. 5 years N side house Bathroom window
2. _____
- b. Does the Property have heating systems? Yes No
 Electric Fuel Oil Natural Gas Heat Pump Propane
 Fuel Tank Other _____
Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
1. furnace
2. _____
- c. Are there rooms without heat or air conditioning? Yes No
If "Yes", which room(s)? enclosed garage E side
- 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. 40 gallon
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): last wall in enclosed garage
Size of electrical panel(s) (total amps), if known: 200 amp
- c. Are you aware of any problem with the electrical system? Yes No
If "Yes", explain in detail: _____

13. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:

- a. Any underground tanks on the Property? Yes No
- b. Any landfill on the Property? Yes No
- c. Any toxic substances on the Property (e.g. tires, batteries, etc.)? Yes No
- d. Any contamination with radioactive or other hazardous material? Yes No
- e. Any testing for any of the above-listed items on the Property? Yes No
- f. Any professional testing 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: _____

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

- a. The Property located outside of city limits? Yes No
- b. Any current/pending bonds, assessments, or special taxes that apply to Property? Yes No
If "Yes", what is the amount? \$ _____
- c. Any condition or proposed change in your neighborhood or surrounding area or having received any notice of such? Yes No
- d. Any defect, damage, proposed change or problem with any common elements or common areas? Yes No
- e. Any condition or claim which may result in any change to assessments or fees? Yes No
- f. Any streets that are privately owned? Yes No
- g. The Property being in a historic, conservation or special review district that requires any alterations or improvements to the Property be approved by a board or commission? Yes No
- h. The Property being subject to tax abatement? Yes No
- i. The Property being subject to a right of first refusal? Yes No
If "Yes", number of days required for notice: _____
- j. The Property being subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions? Yes No
- k. Any violations of such covenants and restrictions? N/A Yes No
- l. The Homeowner's Association imposing its own transfer fee and/or initiation fee when the Property is sold? N/A Yes No
If "Yes", what is the amount? \$ _____
- m. The Property being subject to a Homeowners Association fee? Yes No
If "Yes", Homeowner's Association dues are paid in full until _____ in the amount of \$ _____ payable yearly semi-annually monthly quarterly, sent to: _____ and such includes:

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

- n. The Property being subject to a secondary Master Community Homeowners Association fee?... Yes No

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

15. PREVIOUS INSPECTION REPORTS.

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

16. OTHER MATTERS. ARE YOU AWARE OF:

- a. Any of the following?
 Party walls Common areas Easement Driveways Yes No
- b. Any fire damage to the Property? Yes No
- c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? Yes No
- d. Any violations of laws or regulations affecting the Property? Yes No
- e. Any other conditions that may materially affect the value or desirability of the Property? Yes No
- f. Any other condition, including but not limited to financial, that may prevent you from completing the sale of the Property? Yes No
- g. Any animals or pets residing in the Property during your ownership? Yes No
- h. Any general stains or pet stains to the carpet, the flooring or sub-flooring? Yes No
- i. Missing keys for any exterior doors, including garage doors to the Property? Yes No
List locks without keys _____
- j. Any violations of zoning, setbacks or restrictions, or non-conforming uses? Yes No
Other interests affecting the Property? Yes No

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SELLER BUYER BUYER

- 269 l. 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 If any of the answers in this section are "Yes", explain in detail: _____

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

288 Electric Company Name: Evergy Phone # (888) - 471 - 5275

289 Gas Company Name: MFA Phone # (417) - 667 - 2726

290 Water Company Name: RWI Phone # (313) - 757 - 2199

291 Trash Company Name: _____ 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: _____

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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 |

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DR **HR**
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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

332 OS Air Conditioning Window Units, # 1

333 OS Air Conditioning Central System

334 OS Attic Fan

335 OS Ceiling Fan(s), # 2

336 NA Central Vac and Attachments

337 OS Closet Systems, Location 1 in hood room 1/2 in Dr.

338 NA Camera-Surveillance Equipment

339 NA Doorbell

340 NA Electric Air Cleaner or Purifier

341 NA Electric Car Charging Equipment

342 OS Exhaust Fan(s) - Baths

343 NA Fences - Invisible & Controls

344 Fireplace(s), # NA

345 Location #1 Location #2

346 Chimney Chimney

347 Gas Logs Gas Logs

348 Gas Starter Gas Starter

349 Heat Re-circulator Heat Re-circulator

350 Insert Insert

351 Wood Burning Wood Burning

352 Other Other

353 NA Fountain(s)

354 OS Furnace/Heat Pump/Other Heating System

355 NA Garage Door Keyless Entry

356 NA Garage Door Opener(s), #

357 NA Garage Door Transmitter(s), #

358 OS Generator

359 NA Humidifier

360 NA Intercom

361 NA Jetted Tub

362 KITCHEN APPLIANCES

363 Cooking Unit

364 OS Stove/Range

365 Elec. Gas Convection

366 Built-in Oven

367 Elec. Gas Convection

368 Cooktop Elec. Gas

369 OS Microwave Oven

370 NA Dishwasher

371 NA Disposal

372 NS Freezer

373 Location

374 NS Refrigerator (#1)

375 Location

376 Refrigerator (#2)

377 Location

378 NA Trash Compactor

NS Laundry - Washer

NS Laundry - Dryer
Elec. Gas

MOUNTED Entertainment Equipment

OS TV, Location

NS TV, Location

TV, Location

TV, Location

Speakers, Location

Speakers, Location

Other/Location

Other/Location

Other/Location

Other/Location

Outside Cooking Unit

OS Propane Tank

Y Owned Leased

NA Security System

Owned Leased

OS Smoke/Fire Detector(s), # 3

OS Shed(s), # 1

NA Spa/Hot Tub

NA Spa/Sauna

NA Spa Equipment

Sprinkler System Auto Timer

Sprinkler System Back Flow Valve

Sprinkler System (Components & Controls)

Statuary/Yard Art

Swing set/Playset

OS Sump Pump(s), # 1

OS Swimming Pool (Swimming Pool Rider Attached)

Swimming Pool Heater

Swimming Pool Equipment

EX TV Antenna/Receiver/Satellite Dish

Owned Leased

OS Water Heater(s)

EX Water Softener and/or Purifier

Owned Leased

NA Wood Burning Stove

NA Yard Light

Elec. Gas

Boat Dock, ID#

Other

Other

Other

Other

Other

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

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

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

David Rose
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Madison Estes
dotloop verified
03/03/25 6:42 PM CST
DMFU-4BA-S8PU-HWKA

Darrell Evelyn Capelant 3/6/25

Heather Rose
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03/04/25 12:41 PM CST
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SELLER DATE SELLER DATE

BUYER ACKNOWLEDGEMENT AND AGREEMENT

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

BUYER DATE BUYER DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of 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 2024. All previous versions of this document may no longer be valid. Copyright January 2025.