



SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM

1 SELLER: Gerald L. & Linda L. Billings

2 PROPERTY: 8823 Craig Drive, Overland Park, KS 66212

3 1. SELLER'S INSTRUCTIONS

4 SELLER agrees to disclose to BUYER all material defects, conditions and facts OF WHICH SELLER IS AWARE which may
5 materially affect the value of the Property. This disclosure statement is designed to assist SELLER in making these disclosures.
6 Licensee(s), prospective buyers and buyers will rely on this information.

7 2. NOTICE TO BUYER

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

11 3. OCCUPANCY

12 Approximate age of Property? 50 years How long have you owned? 32 years

13 Does SELLER currently occupy the Property? Yes [X] No []

14 If not, how long has it been since SELLER occupied the Property? years.

15 4. LAND (SOILS, DRAINAGE AND BOUNDARIES. (IF RURAL OR VACANT LAND, ATTACH SELLER'S LAND DIS-
16 CLOSURE ALSO.)

- (a) Fill or expansive soil on the Property? Yes [] No [X]
(b) Sliding, settling, earth movement, upheaval or earth stability problems on the Property? Yes [] No [X]
(c) Is the Property or any portion thereof located in a flood zone, wetlands area or
proposed to be located in such as designated by FEMA which requires flood insurance? Yes [] No [X]
(d) Drainage or flood problems on the Property or adjacent properties? flash flood Yes [X] No []
(e) Do you pay flood insurance premiums? Yes [] No [X]
(f) If so, is it required? Yes [] No [X]
(g) Are the boundaries of the Property marked in any way? By fence (it is on 1 ft) Yes [X] No []
(h) Has Property had a stake survey? If yes, attach copy? copy? Yes [X] No []
(i) Encroachments, boundary line disputes, or non-utility easements affecting the Property Yes [] No [X]
(j) Fencing on the Property? Yes [X] No []
(k) If yes, does fencing belong to the Property Yes [X] No []
(l) Diseased, dead, or damaged trees or shrubs on the Property 15m tree that needs to be cut down Yes [X] No []
(m) Gas/oil wells, lines or storage facilities on Property or adjacent property Yes [X] No []

31 If any of the answers in this section are "Yes", explain in detail:
32 1 wood shed, 1 metal shed

33 5. ROOF:

- (a) Approximate Age: 12 years? [] Unknown Type: Comp.
(b) Has there been any leaking of the roof? Leak in master BR in corner Yes [X] No []
If so, what is the date of the occurrence fall of 2004 Oct.
(c) Have there been any repairs to the roof? Yes [X] No []
Date of and company performing such repairs self - sealed the roof
(d) Has there been any roof replacement? Yes [] No [X]
If yes, was it: (Check one, if applicable) [] Complete or [] Partial
(e) Has the old roof been removed? Yes [] No [X]
(f) What is the number of layers currently in place: layers, or [X] Unknown.
(g) Any problems with the roof, flashing or rain gutters? Yes [] No [X]
(h) Were repairs from claim(s) completed? n/a Yes [] No []
If yes: Date Name of repair company Attach receipts

46 If any of the answers in this section are "Yes", explain in detail below: (All available warranties and other documentation
47 are attached)

49 6. INFESTATION

- (a) Any termites, wood destroying insects, or other pests on the Property? ants termites? Yes [X] No []
(b) Any damage to the property by termites, wood destroying insects or other pests? Yes [] No [X]
(c) Any termite, wood destroying insects or other pest control treatments on the Property
53 in the last five years? Yes [] No [X]
54 (If yes, list company, when and where treated)
55 (d) Any warranty, bait stations or other treatment coverage by a licensed pest control company
56 on the Property? Yes [] No [X]
57 if yes, the annual cost of service renewal is \$ and the time remaining on the service
58 contract is (Check One) [] The treatment system stays with the Property, or
59 [] the treatment system is subject to removal by the treatment company if annual service fee is not paid.

60 If any of the answers in this section are "Yes", explain in detail (attach any receipts):

cracks

7. STRUCTURAL, BASEMENT AND CRAWL SPACE ITEMS

- (a) Movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab? Yes No
- (b) Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage? Yes No
- (c) Any piers to support the Property structure? Yes No
- (d) Any water leakage or dampness in the house, crawl space or basement? *Master Bath* Yes No
- (e) Any dry rot, wood rot or similar conditions on the wood of the Property? *rip lead* Yes No
- (f) Any problems with driveways, patios, decks, fences or retaining walls on the Property? *WOOD Stove* Yes No
- (g) Any problems with fireplace and/or chimney? *WOOD Stove* Yes No
- Date of last cleaning? _____
- (h) Does the Property have a sump pump? Yes No
- (i) Any repairs or other attempts to control the cause or effect of any problem described above?... Yes No

If any of the answers in this section are "Yes", explain in detail. When describing repairs or control efforts, describe the location, extent, date, and name of the person who did the repair or control effort and attach, if available, any inspection reports, estimates or receipts: *rip Master Bathroom plumbing. Replaced windows or wood of the windows.*

8. ADDITIONS AND/OR REMODELING:

- (a) Are you aware of any additions, structural changes, or other material alterations to the Property? Yes No
- (b) If "Yes", were all necessary permits and approvals obtained, and was all work in compliance with building codes? Yes No
- If "No", explain: _____

9. PLUMBING RELATED ITEMS:

- (a) What is the drinking water source? Public Private Well Cistern
If well water, state type _____ depth _____ diameter _____ age _____
- (b) If the drinking water source is a well, when was the water last checked for safety and what was the result of the test? _____
- (c) Is there a water softener on the Property? (If so, is it: Leased or Owned?) Yes No
- (d) Is there a water purifier system? (If so, is it: Leased or Owned?) Yes No
- (e) What type of sewage system serves the Property? Public Sewer, or Private Sewer, or Septic System, or Cesspool, or Lagoon, or Other _____
- (f) If there is a septic system, is there a sewage pump on the septic system? *n/a* Yes No
- (g) Is there a grinder pump system? Yes No
- (h) If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? *n/a* By whom? _____
- (i) Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage related systems? Yes No
- (j) Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? Yes No

If your answer to any of the questions in this section is "Yes", explain in detail and provide available documentation:

- (k) Type of plumbing material currently used in the Property: Copper Galvanized Other *PCV?*
The location of the main water shut-off is *one in front yard (S) corner, one under*
- (l) The location of the sewer line clean out trap is: *under both Bathrooms, through west wall*

10. HEATING AND AIR CONDITIONING:

- (a) Does the Property have air conditioning? Yes No
 Central Electric Central Gas Heat Pump Window Unit _____ (# included in sale _____)
- Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
1 12 yrs? Not know for sure on yes. 2004
- (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 7 yrs ? X
- (c) Are there rooms without furnace/air conditioning venting? Yes No
If yes, which room(s)? _____
- (d) Does the Property have a water heater? *50 gallon* Yes No
 Electric Gas Solar
- Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
1 7 yrs X
- (e) Are you aware of any problems regarding these items? Yes No

If your answer to any of the questions in this section is "Yes", explain in detail: _____

11. ELECTRICAL SYSTEM:

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- (a) Type of material used: Copper Aluminum Unknown
- (b) Type of electrical panel(s): Breaker Fuse *mostly breaker.*
Location of electrical panel(s): *in garage*
- (c) Are you aware of any problem with the electrical system? Yes No
If "Yes", explain in detail: _____

12. HAZARDOUS CONDITIONS:

- (a) Underground tanks on the Property? Yes No
- (b) Landfill on the Property? Yes No
- (c) Toxic substances on the Property, (e.g. tires, batteries, etc.)? Yes No
- (d) Has the Property been tested for any of the above listed items? Yes No
- (e) Radon in the property? Yes No
- (f) Have you had the property tested for radon? Yes No
- (g) Have you had the property tested for mold? Yes No
- (h) Other issues, (e.g. environmental, synthetic stucco siding, etc.)? Yes No

If your answer to any of the questions in this section is "Yes", explain in detail or attach test results: _____

13. NEIGHBORHOOD INFORMATION AND HOMEOWNERS ASSOCIATIONS:

- (a) Are you aware of any pending bonds or assessments, special taxes that apply to Property? Yes No
- (b) Are you aware or have you received any notice of any condition or proposed change in your neighborhood or surrounding area? Yes No
- (c) Is the Property subject to covenants, conditions, and restrictions of a homeowner's association or subdivision restrictions? Yes No
- (d) Are you aware of any violations of such covenants and restrictions? Yes No
- (e) Are you aware of any defect, damage, proposed change or problem with any common elements or common areas? Yes No
- (f) Are you aware of any condition or claim which may result in any change to assessments or fees? Yes No
- (g) Are streets privately owned? *unknown* Yes No
- (h) Are you aware of any methamphetamine or controlled substances ever being used or manufactured on the Property? Yes No

(In Missouri, a separate disclosure is required if methamphetamine or other controlled substances have been present on or in the Property)

If the answer to any of the above questions is "Yes", except (c), explain in detail, including amounts, if applicable: _____

We pay Homes Association dues which are paid in full until *n/a* in the amount of \$ _____ payable yearly monthly quarterly, sent to _____ and such includes: _____

14. OTHER MATTERS:

- (a) Are you aware of any of the following? Party walls Common areas Easement Driveways Yes No
- (b) Has there been any fire damage? Yes No
- (c) Are there any liens, other than mortgage(s)/deeds of trust currently on the Property? Yes No
- (d) Are there any violations of laws or regulations affecting the Property? Yes No
- (e) Are you aware of any other conditions that may materially and adversely affect the value or desirability of the Property? *wood floors need to be redone* Yes No
- (f) Are you aware of any general stains or pet stains to the carpet, the flooring or sub-flooring? Yes No
- (g) Do you have keys for all exterior doors, including garage doors in the home? Yes No
List locks without keys _____
- (h) Are you aware of any violation of zoning, setbacks or restrictions, or non-conforming uses? Yes No
- (i) Are you aware of any unrecorded interests affecting the Property? Yes No
- (j) Is there anything that would interfere with giving clear title to the Buyer? Yes No
- (k) Is there existing or threatened legal action? Yes No
- (l) Have you ever been involved in any litigation or settlement pertaining to this Property? Yes No
- (m) Have you added any insulation since you have owned the Property? Yes No
- (n) Have you replaced any appliances that remain with the Property in the past five years? Yes No
- (o) Are there any transferable warranties on the Property or any of its components? Yes No
- (p) Have you made any insurance or other claims pertaining to this property in the past 5 years? ... Yes No
- (q) Are you aware of any use of synthetic stucco in the property? Yes No

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

15. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS)

pet stains in hall in living room

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O = Operating (Means the item is performing its intended function and is staying with the Property)
EX= Exclude from Mechanical Repairs and cannot be an Unacceptable Condition
NA= Not applicable
NS = Not staying

- N/A A/C Window Units, # _____
- O Attic fan
- O Ceiling fans-# of 2
- N/A Central vac & attachments
- N/A Convection Oven
- O Dishwasher
- N/A Disposal
- O Door Bell
- N/A Downdraft cooktop (e.g., Jennaire)
- N/A Electric air cleaner or purifier
- N/A Electric garage door opener (s)
- O Exhaust fan(s) (baths) 1
- N/A Fireplace insert
- O Furnace/heat pump/other heating sys.
- N/A Garage door transmitters-# _____
- N/A Gas Grill
- N/A Gas logs
- N/A Gas starter for fireplace(s)
- N/A Gas yard light
- N/A Heat FP re-circulator
- N/A Hot tub
- N/A Humidifier
- N/A Intercom
- NS Microwave oven
- NS Oven clock timer
- N/A Pool heater
- N/A Pool/Spa equipment
- NS Propane Tank
- O Range oven (elec. gas) *staying*
- NS Refrigerator
- NS Location of Refrigerator _____
- NA Sauna
- NA Security system-
 Own Lease
- O Smoke detector(s)-# of _____
- N/A Sprinklers (lawn)
- N/A Sprinkler Back flow valve
- N/A Sprinkler Auto Timer
- N/A Stove vent hood
- N/A Sump pump
- N/A Swimming Pool
- N/A Trash compactor
- N/A TV antenna/receiver/satellite dish: Own Lease
- EX-O Whirlpool tub
- EX-O Wood burning stove
- N/A Water softener and/or purifier
- EX-O Other gas stove in garage

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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: house paint

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The undersigned Seller represents that 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 their agent to provide this information to prospective Buyers of the property and to real estate brokers and salespeople. **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.**

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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.

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Brand & Billing 6-27-2005 Hinda & Billing 6/27/05
SELLER Date SELLER Date

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Seller confirms that there have been no changes in the Disclosure since the date above:
SELLER Date SELLER Date

BUYER ACKNOWLEDGEMENT AND AGREEMENT

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1. I understand and agree that the information in this form is limited to information of which SELLER has actual knowledge and that 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 or BROKER(S) or agents 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 (including any information obtained through the multiple listing service) by an independent investigation of my own. I have been specifically advised to have the property examined by professional inspectors.
4. I acknowledge that neither SELLER nor BROKER is an expert at detecting or repairing physical defects in the property.
5. I specifically represent that there are no important representations concerning the condition or value of the property made by SELLER or BROKER on which I am relying except as may be fully set forth in writing and signed by them.

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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 this 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. Copyright January 2005. Last revised 11/04. All previous versions of this document may no longer be valid.

RE/MAX, REALTY SUBURBAN, INC.
Office: 913-492-0200
Fax: 913-492-1739





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**AGENCY
DISCLOSURE
ADDENDUM
(Residential)**

1 **SELLER/LANDLORD: Gerald L. & Linda L. Billings**

2 **BUYER/TENANT: _____**

3 **PROPERTY: 8823 Craig Drive, Overland Park, KS 66212**

4 **THE FOLLOWING DISCLOSURE IS MADE IN COMPLIANCE WITH MISSOURI AND KANSAS REAL ESTATE LAWS AND**
 5 **RULES AND REGULATIONS. APPLICABLE SECTIONS BELOW MUST BE CHECKED & COMPLETED FOR BOTH**
 6 **SELLER/LANDLORD & BUYER/TENANT.**

7 Seller/Landlord and Buyer/Tenant acknowledge that the real estate licensee involved in this transaction may be acting as agents
 8 of the Seller/Landlord, agents of the Buyer/Tenant, Transaction Brokers or Disclosed Dual Agents (**Available only in Missouri**).
 9 Licensees acting as an agent of the Seller/Landlord have a duty to represent the Seller's/Landlord's interest and will not be the
 10 agent of the Buyer/Tenant. **INFORMATION GIVEN BY THE BUYER/TENANT TO A LICENSEE ACTING AS AN AGENT OF**
 11 **THE SELLER/LANDLORD WILL BE DISCLOSED TO THE SELLER/LANDLORD.** Licensees acting as an agent of the
 12 Buyer/Tenant have a duty to represent the Buyer's/Tenant's interest and will not be an agent of the Seller/Landlord.
 13 **INFORMATION GIVEN BY THE SELLER/LANDLORD TO A LICENSEE ACTING AS AN AGENT OF THE BUYER/TENANT**
 14 **WILL BE DISCLOSED TO THE BUYER/TENANT. LICENSEES ACTING IN THE CAPACITY OF A TRANSACTION BROKER**
 15 **ARE NOT AGENTS FOR EITHER PARTY AND DO NOT ADVOCATE THE INTERESTS OF EITHER PARTY. LICENSEES**
 16 **ACTING AS DISCLOSED DUAL AGENTS (available in Missouri only) ARE ACTING AS AGENTS FOR BOTH THE**
 17 **SELLER/LANDLORD AND THE BUYER/TENANT, and when acting as a Disclosed Dual Agent, a separate Dual Agency**
 18 **Disclosure Addendum is required. SELLER/LANDLORD AND BUYER/TENANT HEREBY ACKNOWLEDGE THAT THE**
 19 **REAL ESTATE BROKERAGE RELATIONSHIPS BROCHURE HAS BEEN FURNISHED TO THEM, AND THAT THE**
 20 **BROKERAGE RELATIONSHIPS WERE DISCLOSED TO THEM OR THEIR RESPECTIVE AGENTS AND/OR**
 21 **TRANSACTION BROKERS NO LATER THAN THE FIRST SHOWING, UPON FIRST CONTACT, OR IMMEDIATELY UPON**
 22 **THE OCCURRENCE OF ANY CHANGE TO THAT RELATIONSHIP.**

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 24 **SELLER/LANDLORD AND BUYER/TENANT CONFIRMATION OF BROKERAGE AGENCY RELATIONSHIPS:**

25 **A. Listing Licensee is functioning as:**

- 26 Seller's/Landlord's Agent
 27 Designated Seller's/Landlord's Agent (**In Kansas, Supervising Broker acts as a Transaction Broker**)
 28 Disclosed Dual Agent, and SELLER/LANDLORD agree, if applicable, to sign a Disclosed Dual Agency Agreement.
 29 (**Missouri Only**)
 30 Transaction Broker and SELLER/LANDLORD agrees, if applicable, to sign a Transaction Broker Agreement. Seller/
 31 Landlord is not being represented.
 32 SELLER/LANDLORD is not being represented.

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 34 **B. Selling Licensee is functioning as:**

- 35 Buyer's/Tenant's Agent
 36 Seller's/Landlord's Agent
 37 Designated BUYER'S/TENANT'S Agent (**In Kansas, Supervising Broker acts as a Transaction Broker**)
 38 Designated Seller's/Landlord's Agent in Buyer's/Tenant's Purchase of the Property (**In Kansas, Supervising Broker acts**
 39 **as a Transaction Broker**)
 40 Disclosed Dual Agent, and BUYER/TENANT agree, if applicable, to sign a Disclosed Dual Agency Agreement (**MO Only**)
 41 Subagent
 42 Transaction Broker and BUYER/TENANT agrees, if applicable, to sign a Transaction Broker Agreement. Buyer/Tenant is
 43 not being represented.
 44 BUYER/TENANT is not being represented.

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 46 **PAYMENT OF COMMISSION:**

47 All brokerage fees, to include but not limited to broker commissions, broker administrative commissions and other fees shall be
 48 paid out of escrow at Closing as described in the terms of the respective agency agreements or other Seller/Buyer agreements.
 49 Sellers/Landlords and Buyers/Tenants understand and agree that Broker may be compensated by more than one party in the
 50 transaction.

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 52 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT**
 53 **BECOMES PART OF A LEGALLY BINDING CONTRACT.**

54 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

55 Licensees also hereby certify that they are licensed to sell real estate in the state in which the Property is located.

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 57 Linda L. Billings 6/28/05
 58 SELLER/LANDLORD DATE BUYER/TENANT DATE
 59 Gerald L. Billings 6-28-05
 60 SELLER/LANDLORD DATE BUYER/TENANT DATE
 61 _____
 62 LICENSEE ASSISTING SELLER/LANDLORD DATE LICENSEE ASSISTING BUYER/TENANT DATE

Agency Disclosure Form 2005

RE/MAX, REALTY SUBURBAN, INC.
 Office: 913-492-0200
 Fax: 913-492-1739





LEAD BASED PAINT DISCLOSURE ADDENDUM
 Disclosure of Information on Lead-Based Paint and/or
 Lead-Based Paint Hazards

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3 **SELLER:** Gerald L. & Linda L. Billings

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5 **PROPERTY:** 8823 Craig Drive, Overland Park, KS 66212

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7 **Lead Warning Statement:**

8 *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.*

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17 **Seller's Disclosure (Initial applicable lines)**

18 a) LB 6-28-05 **PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS: (check one below)**
 19 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

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21 Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

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23 b) LB 6-28-05 **RECORDS AND REPORTS AVAILABLE TO THE SELLER: (check one below)**

24 Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below).

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27 Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

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30 **Buyer's Acknowledgment (Initial applicable lines)**

31 c) _____ **BUYER HAS RECEIVED COPIES OF ALL INFORMATION LISTED ABOVE**

32 d) _____ **BUYER HAS RECEIVED THE PAMPHLET "Protect Your Family from Lead in Your Home"**

33 e) _____ **BUYER HAS: (Check one below)**

34 Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or

35 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

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39 **Licensee's Acknowledgment: (initial)**

40 f) AD Licensee 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.

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42 **Certification of Accuracy**

43 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.

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45 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**

46 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

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51 Linda L. Billings 6-28-05 _____
 52 Gerald L. Billings 6-28-05 _____
 53 _____ 6-28-05 _____
 54 _____ 6-28-05 _____
 55 _____ _____

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LEGAL DESCRIPTION/FRANCHISE ADDENDUM



SELLER: Gerald L. & Linda L. Billings

BUYER: _____

PROPERTY: 8823 Craig Drive, Overland Park, KS 66212

Please Print All of the Above

A. PROPERTY LEGAL DESCRIPTION:

GLENWOOD HEIGHTS LOT 7 BLK 5 OPC-0693 0050

B. FRANCHISE DISCLOSURE STATEMENT: RE/MAX REALTY SUBURBAN, INC.:

Broker is solely responsible for all its debts, liabilities, acts, errors or omissions; Broker is an independent franchisee of the RE/MAX System, however, each RE/MAX office is independently owned and operated. RE/MAX International, Inc. and RE/MAX Mid-States Region are not responsible for debts, liabilities, acts, errors, or omissions of this real estate broker.

C. HOMEOWNER'S WARRANTY PLAN:

All parties acknowledge that in the event a Home Warranty Plan is purchased in connection with this transaction the price of the warranty plan includes all fees for inspection, processing, and administration and RE/MAX Realty Suburban, Inc. may participate in the distribution of these fees.

Buyer/Seller may decline this option of purchasing a Home Warranty Plan which the agent has explained. Buyer/Seller agrees to hold the real estate broker and its agent harmless in the event of subsequent mechanical failure which otherwise would have been covered under the warranty plan.

D. TERMITE INSPECTION:

Buyer acknowledges that the termite report which will be obtained from a professional termite inspection firm on the above property may contain certain exceptions, including but not limited to in accessible areas and work previously performed by other companies. Said report is not to be construed as an expressed or implied warranty or guaranty against latent, concealed or future infestation or defects. Buyer releases RE/MAX, Realty Suburban, Inc. and its agents from any liability related to termites or termite damage to the property being purchased.

E. RE/MAX REALTY SUBURBAN:

Has an affiliate relationship interest greater than 1% with Wrenn Suburban Insurance, Inc. The cost of homeowner's insurance varies widely depending upon such factors as the cost of the home, the age of the home and particular coverage desired by the homeowner. On a home with an average sale price of \$200,000, the homeowner's annual insurance premium could be in the range of \$600 to \$900 a year.

CHECK IF APPLICABLE:

F. _____ BUYER TO PAY AGENCY MANAGEMENT FEE

Buyer and Seller acknowledge that the BUYER is paying an Agency Management Fee of \$_____ to RE/MAX Realty Suburban, Inc. at closing.

G. _____ REFERRAL COMPANY DISCLOSURE

The owners of RE/MAX Realty Suburban, Inc. have a financial interest in RealtyKC Associates, Inc. which may be receiving a referral commission on this transaction.

BUYER: _____

DATE: _____

BUYER: _____

DATE: _____

SELLER: Linda L. Billings

DATE: 6/28/05

SELLER: Gerald L. Billings

DATE: 6-28-05

Approved by Legal Counsel 2004

RE/MAX, REALTY SUBURBAN, INC.

Office: (913) 492-0200

Fax: (913) 492-1739

