



SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM

1 SELLER: Dave J. & Meredith Faye Bodi

2 PROPERTY: 11340 W 121st Terrace, Overland Park, KS 66213

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? 14 YEARS How long have you owned? 3 YEARS

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

14 If not, how long has it been since SELLER occupied the Property? N/A 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? Yes [ ] No [X]
(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? Yes [X] No [ ]
(h) Has Property had a stake survey? If yes, attach copy. Yes [ ] No [X]
(i) Encroachments, boundary line disputes, or non-utility easements affecting the Property Yes [ ] No [X]
(j) Fencing on the Property? Yes [ ] No [X]
(k) If yes, does fencing belong to the Property Yes [ ] No [ ]
(l) Diseased, dead, or damaged trees or shrubs on the Property Yes [ ] No [X]
(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: HOUSE HAS NAT. GAS INSTALLED

33 5. ROOF:

- (a) Approximate Age: 1 years [ ] Unknown Type:
(b) Has there been any leaking of the roof? IN OLD ROOF Yes [X] No [ ]
If so, what is the date of the occurrence HAIL STORM DAMAGE IN 2004
(c) Have there been any repairs to the roof? Yes [ ] No [X]
Date of and company performing such repairs /
(d) Has there been any roof replacement? Yes [X] No [ ]
If yes, was it: (Check one, if applicable) [X] Complete or [ ] Partial
(e) Has the old roof been removed? Yes [X] No [ ]
(f) What is the number of layers currently in place: 1 layers, or [ ] Unknown.
(g) Any problems with the roof, flashing or rain gutters? Yes [ ] No [X]
(h) Were repairs from claim(s) completed? Yes [X] 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) REPLACED WOOD SHAKE ROOF WITH LIGHT TILE ROOF
48 WHEN HAIL CAUSED DAMAGE TO IT IN 2004

49 6. INFESTATION

- (a) Any termites, wood destroying insects, or other pests on the Property? Yes [ ] No [X]
(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? WHEN PRESENT OWNERS PURCHASED PROPERTY. Yes [X] No [ ]
54 (If yes, list company, when and where treated) THERE WERE SIGNS OF TERMITES BUT NO WOOD
55 (d) Any warranty, bait stations or other treatment coverage by a licensed pest control company
56 on the Property? Yes [X] No [ ] DAMAGE
57 If yes, the annual cost of service renewal is \$ 323. and the time remaining on the service
58 contract is 11 MONTHS. (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):

61

7. STRUCTURAL, BASEMENT AND CRAWL SPACE ITEMS

- (a) Movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab? Yes [ ] No [X]
(b) Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage? ... NORMAL SETTLEMENT ... Yes [X] No [ ]
(c) Any piling to support the Property structure? ... Yes [ ] No [X]
(d) Any water leakage or dampness in the house, crawl space or basement? ... Yes [ ] No [X]
(e) Any dry rot, wood rot or similar conditions on the wood of the Property? ... Yes [ ] No [X]
(f) Any problems with driveways, patios, decks, fences or retaining walls on the Property? ... Yes [ ] No [X]
(g) Any problems with fireplace and/or chimney? ... Yes [ ] No [X]
Date of last cleaning? 6-14-04 ALL INSPECTED - 1 CLEANED
(h) Does the Property have a sump pump? ... Yes [ ] No [X]
(i) Any repairs or other attempts to control the cause or effect of any problem described above?... Yes [ ] No [X]

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: GARAGE & BASEMENT HAVE MINOR CRACKS

8. ADDITIONS AND/OR REMODELING:

- (a) Are you aware of any additions, structural changes, or other material alterations to the Property? Yes [X] No [ ]
(b) If "Yes", were all necessary permits and approvals obtained, and was all work in compliance with building codes? ... Yes [X] No [ ]
If "No", explain: OLD WOOD DECK REMOVED - NEW DECK ADDED (LAWSON)

9. PLUMBING RELATED ITEMS:

- (a) What is the drinking water source? [X] 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 [X]
(d) Is there a water purifier system? (If so, is it: [ ] Leased or [ ] Owned?) ... Yes [ ] No [X]
(e) What type of sewage system serves the Property? [X] 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? ... 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? 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 [X]
(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: [X] Copper [ ] Galvanized [ ] Other
The location of the main water shut-off is BASEMENT
(l) The location of the sewer line clean out trap is: BASEMENT

10. HEATING AND AIR CONDITIONING:

- (a) Does the Property have air conditioning? ... Yes [X] No [ ]
[ ] Central Electric [X] Central Gas [ ] Heat Pump [ ] Window Unit (# included in sale \_\_\_\_\_)

Table with columns: Unit, Age of Unit, Leased, Owned, Location, Last Date Serviced/By Whom?
Row 1: 2, 14, CIGANIED 2X A YEAR, MARCH - 2005, MIDWEST HEATING & PLUMBING

- (b) Does the Property have heating systems? ... Yes [X] No [ ]
[ ] Electric [ ] Fuel Oil [X] Natural Gas [ ] Heat Pump [ ] Propane [ ] Fuel Tank [ ] Other

Table with columns: Unit, Age of Unit, Leased, Owned, Location, Last Date Serviced/By Whom?
Row 1: 2, 14, MARCH-2005, MIDWEST HEATING & PLUMBING

- (c) Are there rooms without furnace/air conditioning venting? ... Yes [ ] No [ ]
If yes, which room(s)?

- (d) Does the Property have a water heater? ... Yes [X] No [ ]
[ ] Electric [X] Gas [ ] Solar

Table with columns: Unit, Age of Unit, Leased, Owned, Location, Last Date Serviced/By Whom?
Row 1: 1, 7, 6-22-04, LOGAN THE PLUMBER

- (e) Are you aware of any problems regarding these items? ... Yes [ ] No [X]

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

11. ELECTRICAL SYSTEM:

- 128 (a) Type of material used:  Copper  Aluminum  Unknown  
 129 (b) Type of electrical panel(s):  Breaker  Fuse  
 130 Location of electrical panel(s): BASEMENT  
 131 (c) Are you aware of any problem with the electrical system? ..... Yes  No   
 132 If "Yes", explain in detail: \_\_\_\_\_  
 133

134 **12. HAZARDOUS CONDITIONS:**

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

143 If your answer to any of the questions in this section is "Yes", explain in detail or attach test results: \_\_\_\_\_  
 144 TESTED FOR RADON WHEN PURCHASED - NEGATIVE RESULTS

145 **13. NEIGHBORHOOD INFORMATION AND HOMEOWNERS ASSOCIATIONS:**

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

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

160 If the answer to any of the above questions is "Yes", except (c), explain in detail, including amounts, if  
 161 applicable: \_\_\_\_\_  
 162 HOME/PROP. OWNERS ASSOCIATION DUES - \$700 ANNUALLY  
 163

164 We pay Home Association dues which are paid in full until 2006 in the amount of \$ 700<sup>00</sup>  
 165 payable  yearly  monthly  quarterly, sent to ASSOCIATION PRESIDENT and such  
 166 includes: \_\_\_\_\_  
 167

167 **14. OTHER MATTERS:**

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

187 If any of the answers in this section are "Yes", explain in detail: \_\_\_\_\_  
 188 ROOF REPLACED IN 2004 - HAIL DAMAGE TO OLD WOOD SHAKE ROOF  
 189 STUCCO IN FRONT OF HOUSE IS SYNTHETIC

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

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

NA A/C Window Units, # \_\_\_\_\_  
NA Attic fan  
O Ceiling fans-# of 3  
O Central vac & attachments  
NA Convection Oven  
O Dishwasher  
O Disposal  
O Door Bell  
O Downdraft cooktop (e.g., Jennaire)  
NA Electric air cleaner or purifier  
O Electric garage door opener (s) 2  
O Exhaust fan(s) (baths)  
NA Fireplace insert  
O Furnace/heat pump/other heating sys.  
O Garage door transmitters-# 3  
NA Gas Grill

O Gas logs  
O Gas starter for fireplace(s)  
NA Gas yard light  
NA Heat FP re-circulator  
NA Hot tub  
O Humidifier  
O Intercom  
O Microwave oven  
O Oven clock timer  
NA Pool heater  
NA Pool/Spa equipment  
NA Propane Tank  
O Range oven ( elec.  gas)  
O Refrigerator 3  
 Location of Refrigerator KIT/M.B.R  
NA Sauna  
*GAMER Rm. AREA*

O Security system-  
 Own  Lease  
O Smoke detector(s)-# of \_\_\_\_\_  
O Sprinklers (lawn)  
O Sprinkler Back flow valve  
O Sprinkler Auto Timer  
NA Stove vent hood  
NA Sump pump  
NA Swimming Pool  
NA Trash compactor  
NA TV antenna/receiver/satellite  
 dish:  Own  Lease  
O Whirlpool tub - 2  
NA Wood burning stove  
NA Water softener and/or purifier  
 Other \_\_\_\_\_

195 Disclose any material information and describe any significant repairs, improvements or alterations to the property not fully  
 196 revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports, invoices, notices or  
 197 other documents describing or referring to the matters revealed herein: NEW GARAGE DOORS / NEW DECK  
 198 LARGE TREES ADDED TO BACK YARD / NEW HOT WATER DISP. / NEW WOOD FLOOR TH. ERM. RM.

199 The undersigned Seller represents that the information set forth in the foregoing Disclosure Statement is accurate and complete. 2002  
 200 Seller does not intend this Disclosure Statement to be a warranty or guarantee of any kind. Seller hereby authorizes their agent  
 201 to provide this information to prospective Buyers of the property and to real estate brokers and salespeople. Seller will *X-NEW*  
 202 promptly notify Licensee assisting the Seller, in writing, if any information in this disclosure changes prior to Closing, *CARPET*  
 203 and Licensee assisting the Seller will promptly notify Licensee assisting the Buyer, in writing, of such changes. *OLD*  
 204 *BACK*  
 205 *POUCH*

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

209 Faye Sadi 6-27-05 \_\_\_\_\_ [Signature] 6-27-05  
 210 SELLER Date SELLER Date

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

212 \_\_\_\_\_ Date \_\_\_\_\_ Date

213 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

- 218 1. I understand and agree that the information in this form is limited to information of which SELLER has actual knowledge and
- 219 that SELLER need only make an honest effort at fully revealing the information requested.
- 220 2. This property is being sold to me without warranties or guaranties of any kind by SELLER or BROKER(S) or agents
- 221 concerning the condition or value of the Property.
- 222 3. I agree to verify any of the above information, and any other important information provided by SELLER or BROKER
- 223 (including any information obtained through the multiple listing service) by an independent investigation of my own. I have
- 224 been specifically advised to have the property examined by professional inspectors.
- 225 4. I acknowledge that neither SELLER nor BROKER is an expert at detecting or repairing physical defects in the property.
- 226 5. I specifically represent that there are no important representations concerning the condition or value of the property made by
- 227 SELLER or BROKER on which I am relying except as may be fully set forth in writing and signed by them.

228 \_\_\_\_\_ DATE \_\_\_\_\_ DATE

229 Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or  
 230 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  
 231 law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright January 2005.  
 232 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





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 7/04. All previous versions of this document may no longer be valid.

**AGENCY  
DISCLOSURE  
ADDENDUM  
(Residential)**

1 **SELLER/LANDLORD: Dave J. & Meredith Faye Bodi**

2 **BUYER/TENANT: \_\_\_\_\_**

3 **PROPERTY: 11340 W 121st Terrace, Overland Park, KS 66213**

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.**

23  
 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.

33  
 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.

45  
 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.

51  
 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.

56  
 57  
 58 Dave J. & Meredith Faye Bodi 6-27-05 \_\_\_\_\_  
 SELLER/LANDLORD DATE BUYER/TENANT DATE  
 59 [Signature] 6-27-05 \_\_\_\_\_  
 SELLER/LANDLORD DATE BUYER/TENANT DATE  
 60  
 61 \_\_\_\_\_  
 LICENSEE ASSISTING SELLER/LANDLORD DATE LICENSEE ASSISTING BUYER/TENANT DATE  
 62

LEGAL DESCRIPTION/FRANCHISE ADDENDUM



SELLER: Dave J. & Meredith Faye Bodi

BUYER: \_\_\_\_\_

PROPERTY: 11340 W 121st Terrace, Overland Park, KS 66213

Please Print All of the Above

**A. PROPERTY LEGAL DESCRIPTION:**

NOTTINGHAM ESTATES THIRD PLAT LT 28 & NLY 12' LT 29 OPC 136 28

**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: X Faye Bodi DATE: 6-27-05

SELLER: X D. J. Bodi DATE: 6-27-05

Approved by Legal Counsel 2004

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

