



SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM

1 SELLER: Karen L. Nash

2 PROPERTY: 10909 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
5 which may materially affect the value of the Property. This disclosure statement is designed to assist SELLER in
6 making these disclosures. 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 Property as of the date signed by SELLER and is not a substitute
9 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? 24 How long have you owned? 4 yrs

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
16 DISCLOSURE 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 [] No [X]
(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 []
(k) If yes, does fencing belong to the Property? Yes [X] 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 [] No [X]

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

34 5. ROOF:

- (a) Approximate Age: 8 years [] Unknown Type: Wood Shake
(b) Have there been any problems with the roof, flashing or rain gutters? Yes [] No [X]
If so, what is the date of the occurrence
(c) Have there been any repairs to the roof, flashing or rain gutters? Yes [X] No []
Date of and company performing such repairs 5/06 / Shingel Repair
(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: layers, or [X] Unknown.

44 If any of the answers in this section are "Yes", explain in detail below: (All available warranties and other
45 documentation are attached) New Roof Approx 8 years Ago

47 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
in the last five years? Yes [] No [X]
(If yes, list company, when and where treated)
(d) Any warranty, bait stations or other treatment coverage by a licensed pest control company
on the Property? Yes [] No [X]
If yes, the annual cost of service renewal is \$ and the time remaining on the service
contract is (Check One) [] The treatment system stays with the Property, or
[] the treatment system is subject to removal by the treatment company if annual service fee is not paid

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

60 7. STRUCTURAL, BASEMENT AND CRAWL SPACE ITEMS

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

74 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:

78 8. ADDITIONS AND/OR REMODELING:

- 79 (a) Are you aware of any additions, structural changes, or other material alterations to the Property? Yes [X] No []
80 (b) If "Yes", were all necessary permits and approvals obtained, and was all work in compliance with building codes? Yes [X] No []
81 If "No", explain:
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84 9. PLUMBING RELATED ITEMS:

- 85 (a) What is the drinking water source? [X] Public [] Private [] Well [] Cistern
86 If well water, state type depth diameter age
87 (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?
88 (c) Is there a water softener on the Property? (If so, is it: [] Leased or [] Owned?) Yes [] No [X]
89 (d) Is there a water purifier system? (If so, is it: [] Leased or [] Owned?) Yes [] No [X]
90 (e) What type of sewage system serves the Property? [X] Public Sewer, or [] Private Sewer, or [] Septic System, or [] Cesspool, or [] Lagoon, or [] Other
91 (f) If there is a septic system, is there a sewage pump on the septic system? Yes [] No [X]
92 (g) Is there a grinder pump system? Yes [] No [X]
93 (h) If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? By whom?
94 (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]
95 (j) Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? Yes [] No [X]

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

- 101 (k) Type of plumbing material currently used in the Property: [X] Copper [] Galvanized [] Other
102 The location of the main water shut-off is
103 (l) The location of the sewer line clean out trap is:

105 10. HEATING AND AIR CONDITIONING:

- 106 (a) Does the Property have air conditioning? Yes [X] No []
107 [] Central Electric [X] Central Gas [] Heat Pump [] Window Unit(s)
108 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
109 2 units 8-9 years old B-2004 MASER mechanical
110 (b) Does the Property have heating systems? Yes [] No []
111 [] Electric [] Fuel Oil [X] Natural Gas [] Heat Pump [] Propane [] Fuel Tank [] Other
112 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
113 Kens Home Services 12/05
114 (c) Are there rooms without heat or air conditioning? Yes [] No [X]
115 If yes, which room(s)?
116 (d) Does the Property have a water heater? Yes [X] No []
117 [] Electric [X] Gas [] Solar
118 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
119 2 units 75 Gallon Kens Home Service 12/05 (INPw)

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

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

125 11. ELECTRICAL SYSTEM:

- 126 (a) Type of material used: [X] Copper [] Aluminum [] Unknown

127 (b) Type of electrical panel(s): Breaker Fuse
 128 Location of electrical panel(s): Basement
 129 (c) Are you aware of any problem with the electrical system? Yes No
 130 If "Yes", explain in detail: _____
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132 **12. HAZARDOUS CONDITIONS:**

- 133 (a) Underground tanks on the Property? Yes No
 134 (b) Landfill on the Property? Yes No
 135 (c) Toxic substances on the Property, (e.g. tires, batteries, etc)? Yes No
 136 (d) Has the Property been tested for any of the above listed items? Yes No
 137 (e) Radon in the property? Yes No
 138 (f) Have you had the property tested for radon? Yes No
 139 (g) Have you had the property tested for mold? Yes No
 140 (h) Are you aware of any other environmental issues? Yes No
 141 (i) Are you aware of any methamphetamine or controlled substances ever being used or
 142 manufactured on the Property? Yes No

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

145 If your answer to any of the questions in this section is "Yes", explain in detail or attach test results: _____
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147 **13. NEIGHBORHOOD INFORMATION AND HOMEOWNERS ASSOCIATIONS:**

- 148 (a) Are you aware of any pending bonds or assessments, special taxes that apply to Property? Yes No
 149 (b) Are you aware or have you received any notice of any condition or proposed change in your
 150 neighborhood or surrounding area? Yes No
 151 (c) Is the Property subject to covenants, conditions, and restrictions of a homeowner's association
 152 or subdivision restrictions? Yes No
 153 (d) Are you aware of any violations of such covenants and restrictions? Yes No
 154 (e) Are you aware of any defect, damage, proposed change or problem with any common
 155 elements or common areas? Yes No
 156 (f) Are you aware of any condition or claim which may result in any change to assessments
 157 or fees? Yes No
 158 (g) Are streets privately owned? Yes No
 159 (h) Is the property in a historic, conservation or special review district that requires any alterations
 160 or improvements to the property be approved by a board or commission? Yes No

161 If the answer to any of the above questions is "Yes", except (c), explain in detail, including amounts, if applicable: _____
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 164 We pay Home Association dues which are paid in full until Dec 06 in the amount of \$ 400
 165 payable yearly monthly quarterly, sent to _____ and such
 166 includes _____

167 Homeowner's association contact name and phone number: _____
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168 **14. OTHER MATTERS:**

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

189 If any of the answers in this section are "Yes", (except g), explain in detail: _____
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15. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS)

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

<u>NA</u> A/C Window Units, # _____	<u>O</u> Gas logs	<u>O</u> Security system- <input checked="" type="checkbox"/> Own <input type="checkbox"/> Lease
<u>O</u> Attic fan	<u>O</u> Gas starter for fireplace(s)	<u>O</u> <input checked="" type="checkbox"/> Smoke detector(s)-# of <u>4</u>
<u>NA</u> Ceiling fans-# of _____	<u>NA</u> Gas yard light	<u>O</u> Sprinklers (lawn)
<u>O</u> Central vac & attachments	<u>NA</u> Heat FP re-circulator	<u>O</u> Sprinkler Back flow valve
<u>NA</u> Convection Oven	<u>O</u> Hot tub	<u>O</u> Sprinkler Auto Timer
<u>O</u> Dishwasher	<u>O</u> Humidifier	<u>O</u> Stove vent hood
<u>O</u> Disposal	<u>O</u> Intercom	<u>O</u> Sump pump
<u>O</u> Door Bell	<u>O</u> Microwave oven	<u>NA</u> Swimming Pool
<u>O</u> Downdraft cooktop (e.g., Jennaire)	<u>O</u> Oven clock timer	<u>O</u> Trash compactor
<u>NA</u> Electric air cleaner or purifier	<u>NA</u> Pool heater	<u>NA</u> TV antenna/receiver/satellite dish: <input type="checkbox"/> Own <input type="checkbox"/> Lease
<u>O</u> Electric garage door opener (s)	<u>NA</u> Pool/Spa equipment	<u>NA</u> Whirlpool tub
<u>O</u> Exhaust fan(s) (baths)	<u>NA</u> Propane Tank	<u>NA</u> Wood burning stove
<u>O</u> Fireplace insert	<u>O</u> Range oven (<input checked="" type="checkbox"/> elec. <input type="checkbox"/> gas)	<u>NA</u> Water softener and/or purifier
<u>NA</u> Furnace/heat pump/other heating sys.	<u>O</u> Refrigerator	Other _____
<u>O</u> Garage door transmitters-# _____	Location of Refrigerator <u>Kitchen</u>	Other _____
<u>O</u> Gas Grill	Sauna	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 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. (Initial and date any changes and/or attach a list of additional changes, if attached, # _____ of pages).**

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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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Kahn & Nash 5-18-06
SELLER _____ Date _____

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BUYER ACKNOWLEDGEMENT AND AGREEMENT

- 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.
- 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.
- 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.
- I acknowledge that neither SELLER nor BROKER is an expert at detecting or repairing physical defects in the property.
- 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 _____

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Seller Disclosure 2006



LEGAL DESCRIPTION/FRANCHISE ADDENDUM



SELLER: Karen L. Nash

BUYER: _____

PROPERTY: 10909 W 121st Terrace, Overland Park, KS 66213

Please Print All of the Above

A. PROPERTY LEGAL DESCRIPTION:

NOTTINGHAM FOREST SIXTH PLAT LT 11 BLK 13 OPC 130 13 11

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: Karen L. Nash DATE: 5/14/06

SELLER: _____ DATE: _____

