



SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM

1 SELLER: Mary K. Goldsmith Trust

2 PROPERTY: 6018 W 101st Place, Overland Park, KS 66207

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? How long have you owned?

13 Does SELLER currently occupy the Property? Yes 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
(b) Sliding, settling, earth movement, upheaval or earth stability problems on the Property? Yes No
(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
(d) Drainage or flood problems on the Property or adjacent properties? Yes No
(e) Do you pay flood insurance premiums? Yes No
(f) If so, is it required? Yes No
(g) Are the boundaries of the Property marked in any way? Yes No
(h) Has Property had a stake survey? If yes, attach copy Yes No
(i) Encroachments, boundary line disputes, or non-utility easements affecting the Property Yes No
(j) Fencing on the Property? Yes No
(k) If yes, does fencing belong to the Property? Yes No
(l) Diseased, dead, or damaged trees or shrubs on the Property Yes No
(m) Gas/oil wells, lines or storage facilities on Property or adjacent property Yes No

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

34 5. ROOF:

- (a) Approximate Age: years Unknown Type:
(b) Have there been any problems with the roof, flashing or rain gutters? Yes No
If so, what is the date of the occurrence
(c) Have there been any repairs to the roof, flashing or rain gutters? Yes No
Date of and company performing such repairs /
(d) Has there been any roof replacement? Yes No
If yes, was it: (Check one, if applicable) Complete or Partial
(e) Has the old roof been removed? Yes No
(f) What is the number of layers currently in place: layers, or 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)

47 6. INFESTATION

- (a) Any termites, wood destroying insects, or other pests on the Property? Yes No
(b) Any damage to the property by termites, wood destroying insects or other pests? Yes No
(c) Any termite, wood destroying insects or other pest control treatments on the Property
in the last five years? Yes No
(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
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):

X Seller has never occupied the property. DE 6/12/06

- 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
 62 (b) Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement
 63 floor or garage? Yes No
 64 (c) Any piling to support the Property structure? Yes No
 65 (d) Any water leakage or dampness in the house, crawl space or basement? Yes No
 66 (e) Any dry rot, wood rot or similar conditions on the wood of the Property? Yes No
 67 (f) Any problems with driveways, patios, decks, fences
 68 or retaining walls on the Property? Yes No
 69 (g) Any problems with fireplace and/or chimney? Yes No
 70 Date of last cleaning? _____
 71 (h) Does the Property have a sump pump? Yes No
 72 (i) Any repairs or other attempts to control the cause or effect of any problem described above? Yes No
 73

74 If any of the answers in this section are "Yes", explain in detail. When describing repairs or control efforts, describe the
 75 location, extent, date, and name of the person who did the repair or control effort and attach, if available, any inspection
 76 reports, estimates or receipts: _____
 77

- 78 **8. ADDITIONS AND/OR REMODELING:**
 79 (a) Are you aware of any additions, structural changes, or other material alterations to the Property? Yes No
 80 (b) If "Yes", were all necessary permits and approvals obtained,
 81 and was all work in compliance with building codes? Yes No
 82 If "No", explain: _____
 83

- 84 **9. PLUMBING RELATED ITEMS:**
 85 (a) What is the drinking water source? 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
 88 the test? _____
 89 (c) Is there a water softener on the Property? (If so, is it: Leased or Owned?) Yes No
 90 (d) Is there a water purifier system? (If so, is it: Leased or Owned?) Yes No
 91 (e) What type of sewage system serves the Property? Public Sewer, or Private Sewer, or
 92 Septic System, or Cesspool, or Lagoon, or Other _____
 93 (f) If there is a septic system, is there a sewage pump on the septic system? Yes No
 94 (g) Is there a grinder pump system? Yes No
 95 (h) If there is a privately owned system, when was the septic tank, cesspool, or sewage system
 96 last serviced? _____ By whom? _____
 97 (i) Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water,
 98 and sewage related systems? Yes No
 99 (j) Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? Yes No
 100 If your answer to any of the questions in this section is "Yes", explain in detail and provide available documentation:
 101 _____

- 102 (k) Type of plumbing material currently used in the Property: Copper Galvanized Other _____
 103 The location of the main water shut-off is _____
 104 (l) The location of the sewer line clean out trap is: _____
 105

- 106 **10. HEATING AND AIR CONDITIONING:**
 107 (a) Does the Property have air conditioning? Yes No
 108 Central Electric Central Gas Heat Pump Window Unit(s)
 109 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
 110 _____
 111 (b) Does the Property have heating systems? Yes No
 112 Electric Fuel Oil Natural Gas Heat Pump Propane Fuel Tank Other _____
 113 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
 114 _____
 115 (c) Are there rooms without heat or air conditioning? Yes No
 116 If yes, which room(s)? _____
 117 (d) Does the Property have a water heater? Yes No
 118 Electric Gas Solar
 119 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
 120 _____
 121 (e) Are you aware of any problems regarding these items? Yes No
 122 If your answer to any of the questions in this section is "Yes", explain in detail: _____
 123 _____
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- 125 **11. ELECTRICAL SYSTEM:**
 126 (a) Type of material used: Copper Aluminum Unknown

* Seller has never occupied the property. De 01/21/06

- 127 (b) Type of electrical panel(s): Breaker Fuse
 128 Location of electrical panel(s): _____
 129 (c) Are you aware of any problem with the electrical system? Yes No
 130 If "Yes", explain in detail: _____
 131

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: _____
 146

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: _____
 162 _____
 163

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

167 Homeowner's association contact name and phone number: _____
 168

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 _____
 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: _____
 190 _____
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x Seller has never occupied the property. De 6/12/06

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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

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

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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. (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

Gold Trust Company, Trustee of Mary K. Goldsmith Trust
by Donald Edinger 6/12/06
SELLER _____ Date _____ SELLER _____ Date _____

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BUYER ACKNOWLEDGEMENT AND AGREEMENT

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- 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



X Seller has never occupied the property. Property being sold in as is condition 6/12/06 Office: 913-647-7119 Fax: 913-492-1739 *DE*

LEGAL DESCRIPTION/FRANCHISE ADDENDUM



SELLER: Mary K. Goldsmith Trust

BUYER: _____

PROPERTY: 6018 W 101st Place, Overland Park, KS 66207

Please Print All of the Above

A. PROPERTY LEGAL DESCRIPTION:

NALL HILLS LOT 11 BLK 20 OPC-0825 0376 CONS

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. N/A 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. N/A 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: Gold Trust Company, Trustee DATE: 6/12/06
by Donald Edinger SVP

SELLER: _____ DATE: _____





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

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2
3 **SELLER: Mary K. Goldsmith Trust**

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5 **PROPERTY: 6018 W 101st Place, Overland Park, KS 66207**

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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**
 9 **1978 is notified that such property may present exposure to lead from lead-based paint that may place young**
 10 **children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent**
 11 **neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and**
 12 **impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest**
 13 **in residential real property is required to provide the buyer with any information on lead-based paint hazards**
 14 **from risk assessments or inspections in the seller's possession and notify the buyer of any known**
 15 **lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is**
 16 **recommended prior to purchase.**

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

- 19
20 a) **PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS: (check one below)**
 21 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)
 22 _____
 23 Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing
 24
 25 b) **RECORDS AND REPORTS AVAILABLE TO THE SELLER: (check one below)**
 26 Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or
 27 lead-based hazards in the housing (list documents below)
 28 _____
 29 Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the
 30 housing
 31

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

- 33 c) _____ **BUYER HAS RECEIVED COPIES OF ALL INFORMATION LISTED ABOVE**
 34 d) _____ **BUYER HAS RECEIVED THE PAMPHLET "Protect Your Family from Lead in Your Home"**
 35 e) _____ **BUYER HAS: (Check one below)**
 36 Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or
 37 inspection for the presence of lead-based paint or lead-based paint hazards; or
 38 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint
 39 and/or lead-based paint hazards.
 40

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

- 42 f) Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of
 43 his/her responsibility to ensure compliance
 44

45 **Certification of Accuracy**

46 The following parties have reviewed the information above and certify, to the best of their knowledge, that the
 47 information they have provided is true and accurate.

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

51 Gold Trust Company, Trustee
 52 by Donald Edinger SVP 6/12/06

53 SELLER _____ DATE _____ BUYER _____ DATE _____

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56 SELLER _____ DATE _____ BUYER _____ DATE _____

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59 LICENSEE ASSISTING THE SELLER _____ DATE _____ LICENSEE ASSISTING THE BUYER _____ DATE _____
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