

1 The following is a disclosure statement made by Seller concerning the following property (the "Property"):

2	<u>AUCTION - 81 Ac 48 Yocum Rd.</u>	<u>Davisville</u>	<u>MO</u>	<u>65456</u>	<u>Crawford</u>
3	<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>County</b>
4	<u>18/36N/2W</u>	<u>17-4.0-18-0-00-002.020</u>			<u>78</u>
5	<b>Section Township Range</b>	<b>Parcel No(s).</b>	<b>Farm No(s)</b>	<b># of Acres (more or less)</b>	

6 *This Disclosure Statement may assist a Buyer in evaluating the Property, but it is not a warranty of any*  
7 *kind by Seller or any real estate licensee involved in this transaction, and is not a substitute for any*  
8 *inspection or warranty a Buyer may wish to obtain. Real estate licensees involved in this transaction do*  
9 *not inspect the Property for defects or guarantee the accuracy of any information provided herein.*

10 **SELLER:** Please complete the following form, including past history and known problems. Do not leave any spaces  
11 blank. If the condition is not applicable to your Property (or unknown), mark "N/A" (or "Unknown") in the blank. The  
12 following statements are made by Seller and NOT by any real estate licensee. Complete and truthful disclosure of  
13 the history and condition of the Property gives you the best protection against potential charges that you violated a  
14 legal disclosure obligation to a Buyer. Your answers (or the answers you fail to provide, either way) may have legal  
15 consequences, even after closing a transaction. This form should help you meet your disclosure obligations, but it  
16 may not cover all aspects of the Property. If you know of or suspect some condition which may negatively affect  
17 the value of the Property or impair the health or safety of future occupants (e.g., environmental hazards, physical  
18 condition or material defects in the Property or title thereto), then you should describe that condition and attach  
19 additional pages if more space is required.

20 **BUYER:** Since these disclosures are based on Seller's actual knowledge, you cannot be sure that there are, in  
21 fact, no problems with the Property simply because Seller is not aware of them. The statements made by Seller  
22 are limited to the Property and are not warranties of its condition. You should condition your offer on a professional  
23 inspection(s) of the Property or any off-site conditions as you deem necessary. Conditions of the Property that you  
24 can see on a reasonable inspection and/or that are disclosed herein should either be taken into account in setting  
25 the purchase price, or you should make correction of these conditions by Seller a requirement of the sale contract.  
26 **IF YOU SIGN A SALE CONTRACT TO PURCHASE THE PROPERTY, THAT CONTRACT, AND NOT THIS**  
27 **DISCLOSURE STATEMENT, WILL PROVIDE FOR WHAT IS TO BE INCLUDED IN THE SALE. IF YOU EXPECT**  
28 **CERTAIN ITEMS OR EQUIPMENT TO BE INCLUDED THEY MUST BE SPECIFIED AS INCLUDED IN THE**  
29 **SALE CONTRACT.**

- 30 **1. SURVEY, EASEMENTS, FLOODING.** To the best of your knowledge:
- 31 A. When did you purchase the Property? \_\_\_\_\_ **2010**
- 32 B. Has the Property been surveyed? ..... Yes  No
- 33 Year surveyed **2010**
- 34 C. What company or person performed the survey? \_\_\_\_\_ **UNKNOWN** Phone \_\_\_\_\_
- 35 Name \_\_\_\_\_
- 36 D. If this is platted land, ~~has a certificate of survey been completed?~~ .....  Yes  No



3. **CONDITION OF THE PROPERTY.** To the best of your knowledge:

- A. Are there any structures, improvements or personal property available for sale? .....  Yes  No  
Are there any problems or defects with any of these items? .....  Yes  No
- B. Are there any operating or abandoned oil wells or buried storage tanks on the Property?.....  Yes  No
- C. Is there any hazardous or toxic substance in or on the Property?  
(including but not limited to lead in the soils)? .....  Yes  No
- D. Are there any Phase I or other environmental reports regarding the Property? .....  Yes  No
- E. Is there a solid waste disposal site or demolition landfill on the Property (whether permitted or unpermitted)?

**Note: if "Yes", §260.213 RSMo requires Seller to disclose the location of the site, and Buyer should be aware that Buyer may be held liable to the State for remedial action.....**  Yes  No

- F. Have any soil tests been performed?.....  Yes  No
- G. Does the Property have any fill?.....  Yes  No
- H. Are there any settling or soil movement problems on this Property?.....  Yes  No
- I. Is there any infestation, rot or disease in the trees on the Property?.....  Yes  No
- J. Is any part of the Property located in a "wetlands area" designated by the Natural Resources Conservation Service ("NRCS") or Farm Service Authority ("FSA")?.....  Yes  No
- K. If any of the above questions are answered "Yes," briefly describe the details.

(check box if additional pages are attached) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. **UTILITIES.** To the best of your knowledge:

- A. Have any soil analysis tests for sanitary systems been performed? .....  Yes  No  
If "Yes," When? \_\_\_\_\_ By Whom? \_\_\_\_\_  
Results: \_\_\_\_\_
- B. Do any of the following exist within the Property?
  - (1) Connection to public water?  Yes  No
  - (2) Connection to public sewer?  Yes  No
  - (3) Connection to private water system off Property?.....  Yes  No
  - (4) Connection to shared water?  Yes  No
  - (5) Connection to shared sewer?.....  Yes  No
  - (6) Private Sewer/Septic tank/Lagoon?.....  Yes  No
  - (7) Connection to electric utility?.....  Yes  No
  - (8) Connection to natural gas service?.....  Yes  No
  - (9) A water well?.....  Yes  No
- C. Are any of the following existing at the boundary of the Property?
  - (1) Public water system access?  Yes  No
  - (2) Public sewer system access?  Yes  No
  - (3) Shared water system access  Yes  No
  - (4) Shared sewer system access  Yes  No
  - (5) Electric Service Access?.....  Yes  No
  - (6) Natural gas access?.....  Yes  No
  - (7) Telephone system access?.....  Yes  No
  - (8) Other: \_\_\_\_\_



136  
137  
138  
139  
140

**SELLER'S ACKNOWLEDGMENT**

Seller represents that the information set forth in this Disclosure Statement is accurate and complete to the best of Seller's knowledge as of the date of Seller's signature below. Seller does not intend this Disclosure Statement to be a warranty or guarantee of any kind. Seller authorizes the listing broker to provide this information to prospective buyers of the Property and to real estate licensees representing such buyers.

141  
142  
143

<b>Seller</b>	<b>Date</b>	<b>Seller</b>	<b>Date</b>
<b>Printed Name:</b> <u>Allen D. Kroke</u>		<b>Printed Name:</b> <u>Allen D. Kroke</u>	

144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154

**BUYER'S ACKNOWLEDGEMENT**

1. I understand and agree that the information in this form is limited to information of which Seller has actual knowledge and that Seller can 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 any real estate licensee concerning the Property.
3. I understand I have the right to independently investigate the Property. I have been specifically advised to have the Property and any other conditions examined by professional inspectors as I deem fit.
4. I acknowledge that neither Seller nor any real estate licensee is an expert at detecting or repairing physical defects in the Property.
5. I acknowledge that there are no representations concerning the Property made by Seller or any real estate licensee on which I am relying except as may be fully set forth in writing and signed by them.

155  
156  
157

<b>Buyer</b>	<b>Date</b>	<b>Buyer</b>	<b>Date</b>
<b>Printed Name:</b> _____		<b>Printed Name:</b> _____	

Approved by legal counsel for use exclusively by members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this document, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this document be made.

Last Revised 12/31/16. ©2016 Missouri REALTORS®