



SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM (Residential)

1 **SELLER:** Clay R Finley and Carlyn J Finley

2 **PROPERTY:** 11245 US 59 Highway, Oskaloosa, KS 66066

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4 **1. NOTICE TO SELLER.**

5 Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if
6 space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any material
7 defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in civil liability
8 for damages. Non-occupant SELLERS are not relieved of this obligation. This disclosure statement is designed to
9 assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this information.

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11 **2. NOTICE TO BUYER.**

12 This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not a substitute
13 for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any kind by SELLER or a
14 warranty or representation by the Broker(s) or their licensees.

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16 **3. OCCUPANCY.**

17 Approximate age of Property? 44 years How long have you owned? 2 years

18 Does SELLER currently occupy the Property? Yes No

19 If "No", how long has it been since SELLER occupied the Property? _____ years/months yes until Sept 2022

20
21 **4. TYPE OF CONSTRUCTION.** Manufactured Modular Conventional/Wood Frame
22 Mobile Other _____

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24
25 **5. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH SELLER'S LAND**
26 **DISCLOSURE ALSO.) ARE YOU AWARE OF:**

- 27 a. Any fill or expansive soil on the Property? Yes No
- 28 b. Any sliding, settling, earth movement, upheaval or earth stability problems
29 on the Property? Yes No
- 30 c. The Property or any portion thereof being located in a flood zone, wetlands
31 area or **proposed** to be located in such as designated by FEMA which
32 requires flood insurance? Yes No
- 33 d. Any drainage or flood problems on the Property or adjacent properties? Yes No
- 34 e. Any flood insurance premiums that you pay? Yes No
- 35 f. Any need for flood insurance on the Property? Yes No
- 36 g. Any boundaries of the Property being marked in any way? Yes No
- 37 h. The Property having had a stake survey? Yes No
- 38 i. Any encroachments, boundary line disputes, or non-utility easements
39 affecting the Property? Yes No
- 40 j. Any fencing on the Property? Yes No
- 41 If "Yes", does fencing belong to the Property? N/A Yes No
- 42 k. Any diseased, dead, or damaged trees or shrubs on the Property? Yes No
- 43 l. Any gas/oil wells, lines or storage facilities on Property or adjacent property? Yes No
- 44 m. Any oil/gas leases, mineral, or water rights tied to the Property? Yes No

45
46 **If any of the answers in this section are "Yes", explain in detail or attach other documentation:**

47 5k- the home is on a very wooded 5.8 acres and some native trees may be dead or dying naturally
48 5c- no improvements are located within FEMA flood zone.
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6. ROOF.

- a. Approximate Age: 11 years Unknown Type: asphalt shingle
- b. Have there been any problems with the roof, flashing or rain gutters? Yes No
If "Yes", what was 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: Complete or Partial
- e. What is the number of layers currently in place? _____ layers or Unknown.

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation:

6a and b -roof over kitchen nook was repaired recently

7. INFESTATION. ARE YOU AWARE OF:

- 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 (5) years? Yes No
If "Yes", list company, **when and where** treated _____
- d. Any current 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.

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation:

8. STRUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS. ARE YOU AWARE OF:

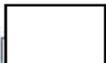
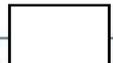
- a. Any movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab? Yes No
- b. Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage? Yes No
- c. Any corrective action taken including, but not limited to piercing or bracing? Yes No
- d. Any water leakage or dampness in the house, crawl space or basement? Yes No
- e. Any dry rot, wood rot or similar conditions on the wood of the Property? Yes No
- f. Any problems with driveways, patios, decks, fences or retaining walls on the Property? Yes No
- g. Any problems with fireplace including, but not limited to firebox, chimney, chimney cap and/or gas line? Yes No
Date of any repairs, inspection(s) or cleaning? _____
Date of last use? _____
- h. Does the Property have a sump pump? Yes No
If "Yes", location: _____
- 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 or attach all warranty information and other documentation:

8d- a damp spot on basement floor appeared infrequently, re-attachment of gutter extensions seems to prevent them. 8b- described as normal during 2020 inspection. 8f-crack in driveway slab.

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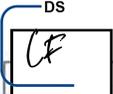
9. ADDITIONS AND/OR REMODELING.

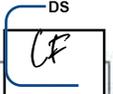
- a. Are you aware of any additions, structural changes, or other material alterations to the Property? Yes No
If "Yes", explain in detail: _____
- b. If "Yes", were all necessary permits and approvals obtained, and was all work in compliance with building codes? N/A Yes No
If "No", explain in detail: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

10. 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? Yes No
If "Yes", is it: Leased Owned?
- d. Is there a water purifier system? Yes No
If "Yes", is it: Leased Owned?
- e. What type of sewage system serves the Property? Public Sewer Private Sewer
 Septic System Cesspool Lagoon Other _____
- f. The location of the sewer line clean out trap is: _____
- g. Is there a sewage pump on the septic system? N/A Yes No
- h. Is there a grinder pump system? Yes No
- i. If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? 2020 _____ By whom? UNK _____
- j. Is there a sprinkler system? Yes No
Does sprinkler system cover full yard and landscaped areas? N/A Yes No
If "No", explain in detail: _____
- k. Are you aware of any leaks, backups, or other problems relating to any of the, plumbing, water, and sewage related systems? Yes No
- l. Type of plumbing material currently used in the Property:
 Copper Galvanized PVC PEX Other _____
The location of the main water shut-off is: _____
- m. Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? N/A Yes No

If your answer to (k) in this section is "Yes", explain in detail or attach available documentation:

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11. HEATING AND AIR CONDITIONING.

- a. Does the Property have air conditioning? Yes No
 Central Electric Central Gas Heat Pump Window Unit(s)

Unit	Age of Unit	Leased	Owned	Location	Last Date Serviced/By Whom?
1.	17 years		owned	basement	Aug 2020/unk 2021 / Boyds
2.					
- 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.	17 years		owned	basement	Aug 2020 / unk
2.					
- c. Are there rooms without heat or air conditioning? Yes No
 If "Yes", which room(s)? _____
- d. Does the Property have a water heater? Yes No
 Electric Gas Solar Tankless

Unit	Age of Unit	Leased	Owned	Location	Capacity	Last Date Serviced/By Whom?
1.	2 years		owned	basement	40 gals	unk
2.						
- e. Are you aware of any problems regarding these items? Yes No
 If "Yes", explain in detail:

12. ELECTRICAL SYSTEM.

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

13. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:

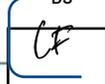
- a. Any underground tanks on the Property? Yes No
 - b. Any landfill on the Property? Yes No
 - c. Any toxic substances on the Property, (e.g. tires, batteries, etc.)? Yes No
 - d. Any contamination with radioactive or other hazardous material? Yes No
 - e. Any testing for any of the above-listed items on the Property? Yes No
 - f. Any professional testing/mitigation for radon on the Property? Yes No
 - g. Any professional testing/mitigation for mold on the Property? Yes No
 - h. Any other environmental issues? Yes No
 - i. Any controlled substances ever manufactured on the Property? Yes No
 - j. Any methamphetamine ever manufactured on the Property? Yes No
- (In Missouri, a separate disclosure is required if methamphetamine or other controlled substances have been produced on the Property, or if any resident of the Property has been convicted of the production of a controlled substance.)**

If any of the answers in this section are "Yes", explain in detail or attach test results and other documentation:

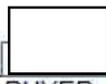
13f- radon mitigation system is installed

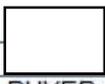
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14. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:

- a. The Property located outside of city limits? Yes No
- b. Any current/pending bonds, assessments, or special taxes that apply to Property? Yes No
If "Yes", what is the amount? \$ _____
- c. Any condition or proposed change in your neighborhood or surrounding area or having received any notice of such? Yes No
- d. Any defect, damage, proposed change or problem with any common elements or common areas? Yes No
- e. Any condition or claim which may result in any change to assessments or fees? Yes No
- f. Any streets that are privately owned? Yes No
- g. The Property being in a historic, conservation or special review district that requires any alterations or improvements to the Property be approved by a board or commission? Yes No
- h. The Property being subject to tax abatement? Yes No
- i. The Property being subject to a right of first refusal? Yes No
If "Yes", number of days required for notice: _____
- j. The Property being subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions? Yes No
- k. Any violations of such covenants and restrictions? N/A Yes No
- l. The Homeowner's Association imposing its own transfer fee and/or initiation fee when the Property is sold? N/A Yes No
If "Yes", what is the amount? \$ _____

Homeowner's Association dues are paid in full until _____ in the amount of \$ _____ payable yearly semi-annually monthly quarterly, sent to _____ and such includes: _____

Homeowner's Association/Management Company contact name, phone number, website, or email address:

If any of the answers in this section are "Yes" (except h and k), explain in detail or attach other documentation: _____

15. PREVIOUS INSPECTION REPORTS.

- Has Property been inspected in the last twelve (12) months? Yes No
- If "Yes", a copy of inspection report(s) are available upon request.

16. OTHER MATTERS. ARE YOU AWARE OF:

- a. Any of the following? Yes No
 Party walls Common areas Easement Driveways
- b. Any fire damage to the Property? Yes No
- c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? Yes No
- d. Any violations of laws or regulations affecting the Property? Yes No
- e. Any other conditions that may materially affect the value or desirability of the Property? Yes No
- f. Any other condition, including but not limited to financial, that may prevent you from completing the sale of the Property? Yes No
- g. Any general stains or pet stains to the carpet, the flooring or sub-flooring? Yes No
- h. Missing keys for any exterior doors, including garage doors to the Property? Yes No
List locks without keys _____
- i. Any violations of zoning, setbacks or restrictions, or non-conforming uses? Yes No
- j. Any unrecorded interests affecting the Property? Yes No
- k. Anything that would interfere with giving clear title to the BUYER? Yes No

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- 258 l. Any existing or threatened legal action pertaining to the Property? Yes No
- 259 m. Any litigation or settlement pertaining to the Property? Yes No
- 260 n. Any added insulation since you have owned the Property? Yes No
- 261 o. Having replaced any appliances that remain with the Property in the
262 past five (5) years? Yes No
- 263 p. Any transferable warranties on the Property or any of its
264 components? Yes No
- 265 q. Having made any insurance or other claims pertaining to the Property
266 in the past five (5) years? Yes No
267 If "Yes", were repairs from claim(s) completed?..... N/A Yes No
- 268 r. Any use of synthetic stucco on the Property? Yes No

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

271 Were told in 2020 when purchasing home that washer and dryer were replaced in 2019. Dishwasher was
272 replaced in 2021 with a pre-owned unit.
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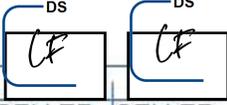
17. UTILITIES. Identify the name and phone number for utilities listed below.

275 Electric Company Name: Evergy Phone # 816-414-4500
 276 Gas Company Name: Jackson Farmers Propane Phone # 785-483-3360
 277 Water Company Name: Jefferson County Rural Water Phone # 785-842-1502
 278 Trash Company Name: Orion Waste Services Phone # 785-232-9168
 279 Other: _____ Phone # _____
 280 Other: _____ Phone # _____
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18. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS).

283 The Residential Real Estate Sale Contract, including this paragraph of the residential Seller's Disclosure and
 284 Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other promotional material, provides for
 285 what is included in the sale of the Property. Items listed in the "Additional Inclusions" or "Exclusions" in
 286 Subparagraphs 1a and 1b of the Contract supersede the Seller's Disclosure and the pre-printed list in Paragraph 1
 287 of the Contract. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller's Disclosure and the pre-
 288 printed list govern what is or is not included in this sale. If there are differences between the Seller's Disclosure and
 289 the Paragraph 1 list, the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the
 290 "Additional Inclusions" and/or the "Exclusions" in Paragraph 1a and/or 1b, all existing improvements on the Property
 291 (if any) and appurtenances, fixtures and equipment (which seller agrees to own free and clear), whether buried,
 292 nailed, bolted, screwed, glued or otherwise permanently attached to Property are expected to remain with Property,
 293 including, but not limited to:
 294

- | | | |
|--------------------------------------|---------------------------------|------------------------------------|
| 295 Bathroom mirrors | Lighting and light fixtures | Shelving, racks and towel bars |
| 296 Fences | Mounted entertainment brackets | (if attached) |
| 297 Fireplace grates, screens and/or | Other mirrors (if attached) | Storm windows, doors & screens |
| 298 glass doors (if attached) | Plumbing equipment and fixtures | Window blinds, curtains, coverings |
| 299 Floor coverings (if attached) | | and mounting components |
| 300 | | |

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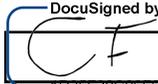

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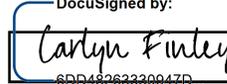
357 Disclose any material information and describe any significant repairs, improvements or alterations to the Property not
358 fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports,
359 invoices, notices or other documents describing or referring to the matters revealed herein:

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364 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing
365 Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or
366 guarantee of any kind. SELLER hereby authorizes the Licensee assisting SELLER to provide this information to
367 prospective BUYER of the Property and to real estate brokers and salespeople. **SELLER will promptly notify**
368 **Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and**
369 **Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes.**
370 **(SELLER and BUYER initial and date any changes and/or attach a list of additional changes. If attached, #**
371 **of pages).**

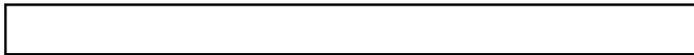
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373 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS**
374 **DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
375 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**
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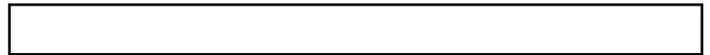
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380 8/22/2022
381 SELLER DATE

378 DocuSigned by:
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380 8/23/2022
381 SELLER DATE

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383 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

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385 1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge
386 and SELLER need only make an honest effort at fully revealing the information requested.
387 2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or agents
388 concerning the condition or value of the Property.
389 3. I agree to verify any of the above information, and any other important information provided by SELLER or Broker(s)
390 (including any information obtained through the Multiple Listing Service) by an independent investigation of my own.
391 I have been specifically advised to have Property examined by professional inspectors.
392 4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in Property.
393 5. I specifically represent there are no important representations concerning the condition or value of Property made by
394 SELLER or Broker(s) on which I am relying except as may be fully set forth in writing and signed by them.

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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 the 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. Last revised August 2018. All previous versions of this document may no longer be valid. Copyright January 2019.