

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

1 SELLER: Matthew Schmale
2 PROPERTY: 406 N 17th St Marysville KS 66508
3

4 **1. SELLER'S INSTRUCTIONS**

5 SELLER agrees to disclose to BUYER all material defects, conditions and facts **KNOWN TO SELLER**
6 which may materially affect the value of the Property. This disclosure statement is designed to assist
7 SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this
8 information.

10 **2. NOTICE TO BUYER**

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

15 **3. OCCUPANCY**

16 Approximate age of Property? 1974 How long have you owned? 4 years
17 Does SELLER currently occupy the Property? Yes No
18 If not, how long has it been since SELLER occupied the Property? _____ years/months.

20 **4. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH
21 SELLER'S LAND DISCLOSURE ALSO.)**

- 22 (a) Fill or expansive soil on the Property? Yes No
23 (b) Sliding, settling, earth movement, upheaval or earth stability problems on
24 the Property? Yes No
25 (c) Is the Property or any portion thereof located in a flood zone, wetlands area
26 or **proposed** to be located in such as designated by FEMA which requires
27 flood insurance? Yes No
28 (d) Drainage or flood problems on the Property or adjacent properties? Yes No
29 (e) Do you pay flood insurance premiums? Yes No
30 (f) If so, is it required? Yes No
31 (g) Are the boundaries of the Property marked in any way? Yes No
32 (h) Has Property had a stake survey? If yes, attach copy Yes No
33 (i) Encroachments, boundary line disputes, or non-utility easements affecting
34 the Property. Yes No
35 (j) Any fencing on the Property? Yes No
36 (k) If yes, does fencing belong to the Property Yes No
37 (l) Diseased, dead, or damaged trees or shrubs on the Property Yes No
38 (m) Gas/oil wells, lines or storage facilities on Property or adjacent property Yes No

39 **If any of the answers in this section are "Yes", explain in detail:** _____
40 Fence in back yard belongs to property the south portion belongs
41 to studers
42 _____

140 **10. HEATING AND AIR CONDITIONING:**

141 (a) Does the Property have air conditioning? Yes No

142 Central Electric Central Gas Heat Pump Window Unit(s)
143 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?

144 1. 2009

145 2.

146 (b) Does the Property have heating systems? Yes No

147 Wood Burning Oil Gas Electric Heat Pump Window Unit(s) Radiant Other _____

148 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?

149 1. 2009

150 2.

151 (c) Are there rooms without heat or air conditioning? Yes No

152 If yes, which room(s)? _____

153 (d) Does the Property have a water heater? Yes No

154 Electric Gas Solar
155 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?

156 1. 2007

157 2.

158 (e) Are you aware of any problems regarding these items? Yes No

159 If your answer to question 10(c) and/or 10(e) in this section is "Yes", explain in detail: _____

160 _____

161 _____

162 _____

163 _____

164 **11. ELECTRICAL SYSTEM:**

165 (a) Type of material used: Copper Aluminum Unknown

166 (b) Type of electrical panel(s): Breaker Fuse

167 Location of electrical panel(s): Basement storage room

168 Size of electrical panel (total amps), if known: _____

169 (c) Are you aware of any problem with the electrical system? Yes No

170 If "Yes", explain in detail: _____

171 _____

172 _____

173 _____

174 _____

175 **12. HAZARDOUS CONDITIONS:**

176 (a) Underground tanks on the Property? Yes No

177 (b) Landfill on the Property? Yes No

178 (c) Toxic substances on the Property, (e.g. tires, batteries, etc.)? Yes No

179 (d) Has the Property been tested for any of the above listed items? Yes No

180 (e) Radon in the property? Yes No

181 (f) Have you had the property tested for radon? Yes No

182 (g) Have you had the property tested for mold? Yes No

183 (h) Are you aware of any other environmental issues? Yes No

184 (i) Are you aware of any methamphetamine or controlled substances ever being
185 used or manufactured on the Property? Yes No

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

282	<u>NA</u> Air Conditioning Window Units, # _____	<u>NA</u> Garage door opener(s)	<u>NA</u> Sprinkler System _____
283	<u>OS</u> Air Conditioning Central System	<u>NA</u> Garage Door Transmitter(s), # _____	<u>NA</u> Sprinkler System Back Flow Valve
284	<u>NA</u> Attic Fan	<u>NS</u> Gas Grill	<u>NA</u> Sprinkler System Auto Timer
285	<u>DS</u> Ceiling Fans, # <u>6</u>	<u>NA</u> Gas Yard Light	<u>NA</u> Statuary/Yard Art
286	<u>NA</u> Central vac & attachments	<u>NA</u> Humidifier	<u>DS</u> Stove, <input checked="" type="checkbox"/> Elec. ___ Gas
287	<u>DS</u> Dishwasher	<u>NA</u> Intercom	<u>NA</u> Stove Downdraft Cooktop
288	<u>DS</u> Disposal	<u>NS</u> Laundry – Washer	<u>DS</u> Stove Oven <input checked="" type="checkbox"/> Elec. ___ Gas
289	<u>DS</u> Doorbell	<u>NS</u> Laundry – Dryer	<u>NA</u> Stove Oven – Convection
290	<u>NA</u> Electric air cleaner or purifier	<u>DS</u> Microwave Oven	<u>NA</u> Stove/Oven Clock Timer
291	<u>NA</u> Electric Garage Door Opener(s)	<u>NA</u> Propane Tank	<u>DS</u> Stove Vent Hood
292	<u>DS</u> Exhaust fan(s) – baths	<u>DS</u> Refrigerator	<u>NA</u> Sump Pump
293	<u>NA</u> Fireplace heat re-circulator	Location of Refrigerator _____	<u>NA</u> Swimming Pool
294	<u>NA</u> Fireplace insert	<u>DS</u> Security System <u>Negotiable</u>	<u>NA</u> Swimming Pool Heater
295	<u>NA</u> Fireplace Gas Logs	<input checked="" type="checkbox"/> Owned ___ Leased	<u>NA</u> Swimming Pool Equipment
296	<u>NA</u> Fireplace Gas Starter	<u>DS</u> Smoke Detector(s), # <u>2 part of security system</u>	<u>NA</u> Trash Compactor
297	<u>NA</u> Fireplace – wood burning stove	<u>NA</u> Spa/Hot Tub	<u>NA</u> TV Antenna/Receiver/Satellite Dish
298	<u>NA</u> Fountain(s)	<u>NA</u> Spa/Sauna	___ Own ___ Lease
299	<u>DS</u> Furnace/heat pump/other htg system	<u>NA</u> Spa Equipment	<u>NA</u> Water Softener and/or purifier
300	___ Other _____	___ Other _____	___ Own ___ Lease
301	___ Other _____	___ Other _____	___ Other _____

302

303 Disclose any material information and describe any significant repairs, improvements or alterations to

304 the Property not fully revealed above. If applicable, state who did the work. Attach to this disclosure any

305 repair estimates, reports, invoices, notices or other documents describing or referring to the matters

306 revealed herein: _____

307 _____

308 _____

309 _____

310 The undersigned SELLER represents that the information set forth in the foregoing Disclosure Statement

311 is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or

312 guarantee of any kind. SELLER hereby authorizes their agent to provide this information to prospective

313 BUYER of the property and to real estate brokers and salespeople. **SELLER will promptly notify**

314 **Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to**

315 **Closing, and Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER,**

316 **in writing, of such changes. (Initial and date any changes and/or attach a list of additional**

317 **changes. If attached, # _____ of pages).**

318

319 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**

320 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**

321 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

322

323

324 Andrew D Shmah 5/21/21 _____

325 SELLER DATE SELLER DATE

326 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

327

- 328 1. I understand and agree that the information in this form is limited to information of which SELLER has
329 actual knowledge and that SELLER need only make an honest effort at fully revealing the information
330 requested.
- 331 2. This property is being sold to me without warranties or guaranties of any kind by SELLER or
332 Broker(s) or agents concerning the condition or value of the Property.
- 333 3. I agree to verify any of the above information, and any other important information provided by
334 SELLER or Broker (including any information obtained through the Multiple Listing Service) by an
335 independent investigation of my own. I have been specifically advised to have Property examined by
336 professional inspectors.
- 337 4. I acknowledge that neither SELLER nor Broker is an expert at detecting or repairing physical defects
338 in Property.
- 339 5. I specifically represent that there are no important representations concerning the condition or value
340 of Property made by SELLER or Broker on which I am relying except as may be fully set forth in
341 writing and signed by them.

342

343

344

345

BUYER

DATE

BUYER

DATE

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 2008. Last revised 10/07. All previous versions of this document may no longer
be valid.