

REAL ESTATE AUCTION

Property Information Packet

12910 E US 40 Hwy Independence, MO 64055

Seller: Andrews Estate, Craig Andrews



United Country®
in Kansas City since 1925

Office: (877) 318-0438 * Fax: (816) 420-6285 * 2820 NW Barry Rd., Kansas City, MO 64154

www.AuctionKansasCity.com & www.UC-KC.com





**Kansas City
Auction and Realty**

WELCOME AUCTION BIDDERS...!

On behalf of United Country – Kansas City Auction and Realty, and the Sellers, we would like to welcome you to the auction event. Our number one goal is to provide as much clarity and information needed for you to make a well informed purchase.

The real estate auction process should not be complicated. We believe in creating an open and transparent environment for our clients and customers by providing full disclosure, pertinent information and walking through the process to make the auction event an exciting opportunity that it was designed to be. Remember, we are here to provide a service so please let us know if you have any questions about the property being offered or questions about the auction process.

Real Estate Auctions have become increasingly popular over recent years, as property owners and buyers are realizing the advantages to an expedited sales process. Professional real estate auction services allow sellers to present their property to the marketplace and an opportunity for well informed and qualified buyers to present their offers.

Over the past 87 years we have been in Kansas City, United Country has become recognized as the leader in real estate auction marketing. As the largest fully integrated real estate and auction organization in the United States, we consistently deliver industry leading auction marketing, technology, training and results to our clients. For more information about United Country – Kansas City Auction and Realty, feel free to visit our websites: www.AuctionKansasCity.com (for Auctions) and www.UC-KC.com (for Traditional Real Estate Sales).

Thanks again for your attendance,

A handwritten signature in black ink, appearing to read "Shawn Terrel", written in a cursive style.

R. Shawn Terrel, CAI, AARE
Owner / Broker / Auctioneer

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Online Auction Bidders Agreement

If you do not completely understand any portion of the following terms and conditions seek legal advice before placing any bids.

I _____ (Buyer) agree to immediately enter into a Purchase Contract if I am declared the high bidder (winning bidder) by the auctioneer on any of the following properties being offered (individually) at auction:

- **Residential Home located at 12910 E. U.S. Hwy 40, Independence, MO 64055**

AUCTION BID DATE and TIME:

- **Online Bidding Opens on Monday, September 5th, at 3:00pm (CST)**
- **Online Bidding Closes on Monday, October 3rd, at 3:00pm (CST)**

By signing below I agree that I have read and fully understand the Online Bidders Agreement and the Terms and Conditions of this auction.

I fully understand and agree that an Online Auction Bidders Agreement MUST be signed and returned to United Country – Kansas City Auction and Realty, prior to being allowed to bid in the Online Auction. As a bidder, it is solely my responsibility to contact the auction company at (877) 318-0438 with any questions regarding the auction, purchase agreement or terms & conditions, prior to placing any bids in said auction. All bids are final.

Online Auction Terms & Conditions

- 1) **Bidding Registration:** Online bidder hereby agrees that they must properly register for this online auction by completing and signing the (Online Bidders Agreement), and returning it to the auction company before placing any bids online. The agreement can be electronically signed via (DocuSign), or emailed and/or faxed to the auction company at 816-420-6285 (fax) or LTerrel@UC-KC.com (email).
- 2) **Bidding Opens/Closes:** The Online Only Auction (ie. Internet Auction), bidding shall be opened and begin closing on the dates and times stated above.
- 3) **Absolute Auction:** The property will be sold to the highest bidder upon completion of the auction, regardless of price. There is no minimum bid or reserve price on the property.
- 4) **Property Previews:** Previews are available by contacting the auction manager (**Jason Roske at 816-217-7612**). It is recommended to all bidders to personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders.
- 5) **Cash Offer/No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. By placing a bid in this auction, bidders are making a "cash offer" to purchase the property. Financing is NOT a contingency in the purchase agreement or the auction terms and conditions.
- 6) **Buyer's Premium:** A Ten Percent (10%) Buyer's Premium shall be added to the final bid price placed online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property.
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into a Contract to Purchase the property immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email a Purchase Contract to Purchase the property. A signed copy of the Purchase Contract

must be received by United Country – Kansas City Auction and Realty no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Purchase Contract may be (hand delivered, faxed, or scanned and emailed).

- 8) **Escrow Deposit:** An escrow deposit of **Ten Percent (10%)** of the total contract purchase price (which includes the buyer's premium) will be wire transferred or hand delivered in the form of certified funds to the Title Company no later than 48 hours following the close of auction. See closing agent's contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or by **Thursday, November 3rd, 2016**. Closing shall take place at Stewart Title Company, 100 NW Englewood, Gladstone, MO 64118. **Closing Agent** is **Amber Jarman** (Escrow Officer) and her contact information is **(816) 988-9494** and ajarman@stewart.com. Out of state buyers will be afforded the opportunity to close via email, mail and wire transfer of certified funds.
- 10) **Possession:** Possession of the property will be given upon successful closing and transfer of title.
- 11) **Title Insurance:** Title Insurance in the full amount of the purchase price will be provided by the seller. Seller shall pay 2015 and all prior year real estate taxes. 2016 real estate taxes will be Prorated to the date of closing.
- 12) **Online Auction Technology Issues:** Under no circumstances shall Bidder have any kind of claim against United Country – Kansas City Auction and Realty, or anyone else if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. If a technology issue or failure becomes present during the online auction, call the auction company immediately at (877) 318-0438.
- 13) **Soft Close:** If a property in the online auction receives a bid within the last 3 minutes of the auction, then the auction end time (close time) will automatically extend the auction and additional 3 minutes before closing. The "soft close" feature will continue to extend the bidding opportunity for 3 minutes with each newly placed bid and the property shall not close until 3 minutes have elapsed with no additional bid activity.
- 14) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding.

Buyer: Printed Name

BUYERS SIGNATURE

DATE

Spouse: Printed Name *(if applicable)*

SPOUSE SIGNATURE

DATE

Buyer: Address

(APPROVAL)

Buyer: City / State / Zip

Buyer: Email

Auctioneers Printed Name

Buyer: Phone

Auctioneers Signature

Date



Kansas City
Auction and Realty

MISSOURI BROKER DISCLOSURE FORM

Other Agency Relationships

Missouri law does not prohibit written agency agreements which provide for duties exceeding that of a limited agent described in this pamphlet.

This brokerage authorizes the following relationships:

- ☒ Seller's Limited Agent
- ☐ Landlord's Limited Agent
- ☒ Buyer's Limited Agent
- ☐ Tenant's Limited Agent
- ☐ Sub-Agent
- ☐ Disclosed Dual Agent
- ☐ Designated Agent
- ☒ Transaction Broker
- ☐ Other Agency Relationship

Broker or Entity Name and Address

United Country - Kansas City Auction and Realty
2820 NW Barry Rd.,
Kansas City, Missouri 64154

Buyer

Date

Seller

Date



This disclosure is to enable you, a prospective buyer, seller, tenant or landlord of real estate, to make an informed choice BEFORE working with a real estate licensee.

Missouri law allows licensees to work for the interest of one or both of the parties to the transaction. The law also allows the licensee to work in a neutral position. How the licensee works depends on the type of brokerage service agreements involved. Since the sale or lease of real estate can involve several licensees, it is important that you understand what options are available to you regarding representation and to understand the relationships among the parties to any transaction in which you are involved.

Missouri laws require that if you want representation, you must enter into a written agreement. This may or may not require you to pay a commission. You do not need to enter into a written agreement with a transaction broker unless you intend to compensate this licensee. These agreements vary and you may also want to consider an exclusive or nonexclusive type of relationship.

If you choose not to be represented by an agent, the licensee working with you may be working for the other party to the transaction.

CHOICES AVAILABLE TO YOU IN MISSOURI

Seller's or Landlord's Limited Agent

Duty to perform the terms of the written agreement made with the seller or landlord, *to exercise reasonable skill and care for the seller or landlord, and to promote the interests of the seller or landlord* with the utmost good faith, loyalty and fidelity in the sale, lease, or management of property.

Information given by the buyer/tenant to a licensee acting as a Seller's or Landlord's Limited Agent will be disclosed to the seller/landlord.

Buyer's or Tenant's Limited Agent

Duty to perform the terms of the written agreement made with the buyer or tenant, *to exercise reasonable skill and care for the buyer or tenant and to promote the interests of the buyer or tenant* with the utmost good faith, loyalty and fidelity in the purchase or lease of property.

Information given by the seller/landlord to a licensee acting as a Buyer's or Tenant's Limited Agent will be disclosed to the buyer/tenant.

Sub-Agent (Agent of the Agent)

Owes the same obligations and responsibilities as the Seller's or Landlord's Limited Agent, or Buyer's or Tenant's Limited Agent.

Disclosed Dual Agent

With the written consent of all parties, represents both the seller and the buyer or the landlord and the tenant.

A Disclosed Dual Agent may disclose any information to either party that the licensee gains that is material to the transaction.

A dual agent may not disclose information that is considered confidential, such as:

- 1 Buyer/Tenant will pay more than the purchase price or lease rate
- 2 Seller/Landlord will accept less than the asking price or lease rate
- 3 Either party will agree to financing terms other than those offered
- 4 Motivating factors for any person buying, selling or leasing the property
- 5 Terms of any prior offers or counter offers made by any party.

Designated Agent

Acts as your specific agent, whether you are a buyer or tenant, or seller or landlord. When the broker makes this appointment, the other real estate licensees in the company do not represent you.

There are two exceptions with both resulting in dual agency:

1. The agent representing you as a buyer or tenant is also the agent who listed the property you may want to buy or lease.
2. The supervising broker of two designated agents becomes involved in the transaction.

Transaction Broker

Does not represent either party, therefore, does not advocate the interest of either party.

A transaction broker is responsible for performing the following:

- 1 Protect the confidences of both parties
- 2 Exercise reasonable skill and care
- 3 Present all written offers in a timely manner
- 4 Keep the parties fully informed
- 5 Account for all money and property received
- 6 Assist the parties in complying with the terms and conditions of the contract
- 7 Disclose to each party of the transaction any adverse material facts known by the licensee
- 8 Suggest that the parties obtain expert advice.

A transaction broker shall not disclose:

- 1 Buyer/Tenant will pay more than the purchase or lease price
- 2 Seller/Landlord will accept less than the asking or lease price
- 3 Motivating factors of the parties
- 4 Seller/Buyer will accept financing terms other than those offered.

A transaction broker has no duty to:

- 1 conduct an independent inspection of, or discover any defects in, the property for the benefit of either party
- 2 conduct an independent investigation of the buyer's financial condition.



LEAD BASED PAINT DISCLOSURE ADDENDUM

Disclosure of Information on Lead-Based Paint and/or
Lead-Based Paint Hazards

1 SELLER: CRAIG K. ANDREWS

2
3 PROPERTY: 1910 E 45 HWY 40 INDEPENDENCE, MO 64055

4
5 **Lead Warning Statement:**

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

15
16 **Seller's Disclosure (Initial applicable lines)**

17 a. DS CRA **PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED**
18 **PAINT HAZARDS: (check one below)**
19 ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
20

21 ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

22 CRA
23 b. **RECORDS AND REPORTS AVAILABLE TO THE SELLER:**
24 **(check one below)**

25 ☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based
26 paint and/or lead-based paint hazards in the housing (list documents below).
27

28 ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based
29 paint hazards in the housing.
30

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

32 c. _____ **BUYER HAS RECEIVED COPIES OF ALL INFORMATION LISTED**
33 **ABOVE**

34 d. _____ **BUYER HAS RECEIVED THE PAMPHLET**
35 **"Protect Your Family from Lead in Your Home"**

36 e. _____ **BUYER HAS: (Check one below)**

37 ☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment
38 or inspection for the presence of lead-based paint or lead-based paint hazards; or

39 ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of
40 lead-based paint and/or lead-based paint hazards.

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

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

44 **Certification of Accuracy**

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

47

48

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

52

53

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63

 Aug 13, '16
SELLER DATE

BUYER DATE

SELLER DATE

BUYER DATE

 8-13-16
LICENSEE ASSISTING SELLER DATE

LICENSEE ASSISTING BUYER DATE

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 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. Last revised 07/15. All previous versions of this document may no longer be valid. Copyright January 2016.

Lead Based Paint Disclosure Addendum
Page 2 of 2

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

1 SELLER: Craig K. Andrews
2 PROPERTY: 12910 E. 45 HWY 40 INDEPENDENCE, MO 64055
3

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.
10

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.
15

16 **3. OCCUPANCY.**

17 Approximate age of Property? 60 years How long have you owned? 60 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
20

21 **4. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH SELLER'S LAND**
22 **DISCLOSURE ALSO.) ARE YOU AWARE OF:**

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

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

46 CKA Initials
SELLER | SELLER

Initials
BUYER | BUYER

5. ROOF.

- a. Approximate Age: 14 years ☐ Unknown Type: 30 Year Timberline
- 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? 1 layers or ☐ Unknown.

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

Roof replaced when ceiling leaks observed.
Gutter replaced after storm fire damage.
Ceiling panels not replaced after staining.

6. 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 2012, safe plate, Kimark Pest Management
- 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:

Treatment and examination from 2010 to 2012.

7. 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 piling 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:

Bracing and coating of basement walls 1993.
Patio uneven. Attempted mudjacking of patio to level surface.

TRG
SELLER SELLER

Initials

Initials

BUYER BUYER

8. 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: Removal and flooring over of stair access to basement in kitchen in 1967.
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: _____

9. 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: N.E. corner of property
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? _____ By whom? _____
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 ☒ Other PVC
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: _____

LLG _____
SELLER SELLER

Initials

Initials _____
BUYER BUYER

10. 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. 30 Years ✓ exterior 07/30/16 Sears Home Services
 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. 30 Years ✓ basement 05/19/05 Sears Home Services
 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 ✓ basement 40 G M/18/14 CTC Mechanical
 2. _____
- e. Are you aware of any problems regarding these items? Yes ☒ No ☐
 If "Yes", explain in detail: Old compressor on A/C outside unit
 may trip breaker occasionally. Evaporator coil on inside
 unit may be clogged and preventing adequate air flow.

11. ELECTRICAL SYSTEM.

- a. Type of material used: ☒ Copper ☐ Aluminum ☐ Unknown
 b. Type of electrical panel(s): ☒ Breaker ☐ Fuse
 Location of electrical panel(s): Basement, garage.
 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: Several wall outlets in LR + PR were
 either not upgraded to polarized in 1967 remodel, or cut
 off due to remodeling of windows later. Unknown hallway switches (one for the fan).

12. 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 testing for any of the above-listed items on the Property? Yes ☐ No ☒
 e. Any professional testing/mitigation for radon on the Property? Yes ☐ No ☒
 f. Any professional testing/mitigation for mold on the Property? Yes ☐ No ☒
 g. Any other environmental issues? Yes ☐ No ☒
 h. Any methamphetamine or controlled substances ever being
 used or manufactured on the Property? Yes ☐ No ☒
 (In Missouri, a separate disclosure is required if methamphetamine or
 other controlled substances have been present on or in the Property.)

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

MISSOURI home test for radon at level 7.

SELLER Initials

BUYER Initials

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

- a. Any current/pending bonds, assessments, or special taxes that apply to Property? Yes ☐ No ☒
 If "Yes", what is the amount? \$ _____
- b. Any condition or proposed change in your neighborhood or surrounding area or having received any notice of such? Yes ☐ No ☒
- c. Any defect, damage, proposed change or problem with any common elements or common areas? Yes ☐ No ☒
- d. Any condition or claim which may result in any change to assessments or fees? Yes ☐ No ☒
- e. Any streets that are privately owned? Yes ☐ No ☒
- f. 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 ☒
- g. The Property being subject to tax abatement? Yes ☐ No ☒
- h. The Property being subject to a right of first refusal? Yes ☐ No ☒
 If "Yes", number of days required for notice: _____
- i. The Property being subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions? Yes ☒ No ☐
- j. Any violations of such covenants and restrictions? N/A ☐ Yes ☐ No ☒
- k. 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: No change from residential use without approval from neighboring properties.

14. 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.

15. OTHER MATTERS. ARE YOU AWARE OF:

- a. Any of the following?
☐ Party walls ☐ Common areas ☐ Easement Driveways Yes ☐ No ☒
- 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 ☒

ES
 SELLER | SELLER

Initials

Initials

BUYER | BUYER

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

263 If any of the answers in this section are "Yes", explain in detail: 1 of 2 fluorescent fixtures in
 264 garage inoperable, plumber access panel in wall closed not repaired, vinyl bathroom
 265 tiles curbing up, concrete walkway to back door damaged, basement windows painted or blocked.
 266

267 16. UTILITIES. Identify the name and phone number for utilities listed below.

268 Electric Company Name: CITY OF INDER Phone # 816-325-7930
 269 Gas Company Name: MO GAS ENERGY Phone # 800-582-1234
 270 Water Company Name: CITY OF INDER Phone # 816-325-7930
 271

272 17. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS).

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

285 Bathroom mirrors	Lighting and light fixtures	Shelving, racks and towel bars
286 Fences	Mounted entertainment brackets	(If attached)
287 Fireplace grates, screens and/or	Other mirrors (If attached)	Storm windows, doors & screens
288 glass doors (If attached)	Plumbing equipment and fixtures	Window blinds, curtains, coverings
289 Floor coverings (If attached)		and mounting components

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Continued on next page

289
 SELLER SELLER

Initials

Initials

BUYER BUYER

290 Fill in all blanks using one of the abbreviations listed below.

291 "OS" = Operating and Staying with the Property (any item that is performing its intended function).
292 "EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable
293 Condition.

294 "NA" = Not applicable (any item not present).

295 "NS" = Not staying with the Property (item should be identified as "NS" below.)
296
297

298 NA Air Conditioning Window Units, # 0
299 OS Air Conditioning Central System
300 OS Attic Fan
301 NA Ceiling Fan(s), # 0
302 OS Central Vac and Attachments
303 OS Doorbell
304 OS Electric Air Cleaner or Purifier
305 OS Exhaust Fan(s) - Baths
306 NA Fences - Invisible & Controls
307 Fireplace(s), # 0
308 Location #1 _____ Location #2 _____
309 _____ Chimney _____ Chimney
310 _____ Gas Logs _____ Gas Logs
311 _____ Gas Starter _____ Gas Starter
312 _____ Heat Re-circulator _____ Heat Re-circulator
313 _____ Insert _____ Insert
314 _____ Wood Burning Stove _____ Wood Burning Stove
315 _____ Other _____ Other
316 NA Fountain(s)
317 OS Furnace/Heat Pump/Other Htg System
318 NA Garage Door Keyless Entry
319 OS Garage Door Opener(s), # 1
320 OS Garage Door Transmitter(s), # 2
321 NA Gas Yard Light
322 NA Humidifier
323 NA Intercom
324 NA Jetted Tub
325 KITCHEN APPLIANCES
326 Cooking Unit
327 OS Cooktop ☒ Elec. _____ Gas
328 OS Microwave Oven
329 OS Oven
330 ☒ Elec. _____ Gas _____ Convection
331 OS Stove/Range
332 ☒ Elec. _____ Gas _____ Convection
333 NA Dishwasher
334 NA Disposal
335 NA Freezer
336 Location _____
337 NA Ice maker
338 OS Refrigerator (#1)
339 Location Kitchen
340 NA Refrigerator (#2)
341 Location _____
342 NA Trash Compactor

OS Laundry - Washer
EX Laundry - Dryer
☒ Elec. _____ Gas
MOUNTED ENTERTAINMENT EQUIPMENT
NA Item #1 _____
Location _____
NA Item #2 _____
Location _____
NA Item #3 _____
Location _____
NA Item #4 _____
Location _____
NA Outside Cooking Unit
NA Propane Tank
_____ Owned _____ Leased
NA Security System
_____ Owned _____ Leased
OS Smoke/Fire Detector(s), # 2
NA Spa/Hot Tub
NA Spa/Sauna
NA Spa Equipment
NA Sprinkler System Auto Timer
NA Sprinkler System Back Flow Valve
NA Sprinkler System (Components & Controls)
NA Statuary/Yard Art
NA Sump Pump
NA Swimming Pool
NA Swimming Pool Heater
NA Swimming Pool Equipment
NA TV Antenna/Receiver/Satellite Dish
_____ Owned _____ Leased
NA Water Softener and/or Purifier
_____ Owned _____ Leased
OS Other swing set
OS Other portable dehumidifier
OS Other microwave oven
OS Other kitchen exhaust hood
OS Other front security light
EX Other back security light
EX Other wood deck

SR Initials _____ Initials _____
SELLER | SELLER BUYER | BUYER

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, to the best of their knowledge, 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 the Licensee assisting SELLER to provide this information to prospective BUYER 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. (SELLER and BUYER initial and date any changes and/or attach a list of additional changes, if attached, at of pages).

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.

Tracy K. Anderson 08/16/16
SELLER DATE SELLER DATE

BUYER ACKNOWLEDGEMENT AND AGREEMENT

1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge and SELLER need only make an honest effort at fully revealing the information requested.
2. This Property is being sold to me without warranties or guarantees of any kind by SELLER, Broker(s) or agents concerning the condition or value of the Property.
3. 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 Property examined by professional inspectors.
4. I acknowledge neither SELLER nor Broker is an expert at detecting or repairing physical defects in Property.
5. I specifically represent there are no important representations concerning the condition or value of Property made by SELLER or Broker on which I am relying except as may be fully set forth in writing and signed by them.

BUYER DATE BUYER DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTORS® members. 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. Last revised 08/15. All previous versions of this document may no longer be valid. Copyright January 2018.

BUYER BROKER REGISTRATION FORM**ONLINE AUCTION DATES: Bidding Opens:** Monday, September 5th @ 3:00pm (CST)**Bidding Closes:** Monday, October 3rd @ 3:00pm (CST)**AUCTION LOCATION:** 12910 E. US Hwy 40, Independence, MO 64055**CLIENT REGISTRATION DEADLINE:** Sunday, October 2nd, 2016 @ 12:00pm. (CST)

Broker Participation is Invited & Encouraged: A Buyer Broker Commission (BBC), will be paid to any properly licensed broker whose registered buyer purchases and closes on the real estate.

- Broker or Agent must contact the office of United Country - Kansas City Auction and Realty for a “Buyer Broker” registration form which must be received by the auction company on or before the deadline listed above.
- The Buyer Broker Fee will be calculated and paid based on the following:
 - A (2%) Two Percent BBC will be paid based on the high bid amount of the registered bidder listed below, (before Buyer’s Premium is added).
 - To qualify for a BBC the Buyer Broker or Agent must:
 - Broker/Agent must register their customer by mail, email; fax or hand delivery of the “**Buyer Broker Registration Form**” signed by the Buyer and the Broker or Agent.
 - The “Buyer Broker Registration Form must be received at the office of United Country - Kansas City Auction and Realty no later than the deadline listed above.
 - Broker/Agent must attend pre-auction inspections with their bidder
 - Broker/Agent must assist with any pre-auction and post auction needs of the buyer
 - Broker/Agent must attend the auction with the client and assist them with any needs during the auction bidding process.
- A BBC will be paid only upon successful closing of the transaction
- Prospects/Bidders who have dealt with United Country - Kansas City Auction and Realty throughout the marketing process will not be eligible for Broker registration.
- United Country - Kansas City Auction and Realty reserves the right to reject any “Bidder” or “Buyer Brokers”.

COMPANY: _____

AGENT: _____

CLIENT: _____

Client Signature_____
Date

RETURN TO: 2820 NW Barry Rd., Kansas City, MO 64154
Fax: (816) 420-6257 or **E-mail:** LTerrel@uc-kc.com

Internal Office Use

Received: _____
Approved by _____ Date _____

stewart title

ALTA COMMITMENT FORM COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

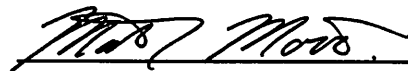
IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.



Authorized Countersignature

Stewart Title Company - Liberty
1170 Kansas Ave, Suite A
Liberty, MO 64068





Matt Morris
President and CEO



Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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ALTA Commitment Form 06-17-06

File No.: 01109-49861

Page 1 of 2



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/>>.*

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 01109-49861

Inquiries Should Be Directed To:

Stewart Title Company - Liberty
1170 Kansas Ave, Suite A
Liberty, MO 64068
Amber Jarman, Email: ajarman@stewart.com
Phone: (816)988-9494 Fax: (816)988-9495

1. Effective Date: August 10, 2016 at 8:00AM

2. Policy or Policies To Be Issued: Amount of Insurance

(a) ALTA Owner's (2006 Standard) \$0.00

Title Insurance Premium:
Search and Examination:

Proposed Insured:

To be determined

(b) ALTA Loan (2006 Standard) \$0.00

Title Insurance Premium:
Search and Examination:

Proposed Insured:

To Be Determined

3. The estate or interest in the land described or referred to in this Commitment is:

FEE SIMPLE

4. Title to the said estate or interest in the land is at the Effective Date vested in:

John A. Andrews and Shirley C. Andrews, husband and wife and Craig K. Andrews, as joint tenants
with rights of survivorship

5. The land referred to in this Commitment is described as follows:

See Exhibit "A" Attached Hereto

**ALTA COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

**ISSUED BY
STEWART TITLE GUARANTY COMPANY**

File No.: 01109-49861

All of Lot 38, COOK'S FAIRVIEW ADDITION, a subdivision in Jackson County, Missouri.

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ALTA Commitment 6-17-06

File No.: 01109-49861

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B – PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 01109-49861

Requirements:

1. Instruments in insurable form which must be executed, delivered and duly filed for record.
2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest or mortgage to be insured.
3. THIS COMMITMENT IS NOT AN ABSTRACT, EXAMINATION, REPORT, OR REPRESENTATION OF FACT OR TITLE AND DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION OR OTHER TORT CLAIM OR ACTION. THE SOLE LIABILITY OF COMPANY AND ITS TITLE INSURANCE AGENT SHALL ARISE UNDER AND BE GOVERNED BY THE CONDITIONS OF THE COMMITMENT.
4. **EXTENDED COVERAGE FOR POLICY:** This Title Company has additional requirements for requests to remove standard exceptions, such as the standard exceptions for survey matters, mechanic's liens, taxes not appearing of record, parties in possession, etc. Please contact the Company immediately with request for removal of any of the standard exceptions or other extended coverage so that underwriting requirements may be evaluated and satisfied.
5. Record a Warranty Deed from John A. Andrews and Shirley C. Andrews, husband and wife and Craig K. Andrews, and spouse, if any to the proposed insured buyer conveying the property in Schedule "A".
6. Furnish a Real Property Certificate of Value, to accompany any deed or other instrument transferring real estate, for filing.
7. Properly executed Deed of Trust securing the proposed loan. If title will be held by a married couple, we require that both spouse(s) be named as grantors or mortgagors in the body of the deed of trust, and that both spouses execute the deed of trust.
8. All real estate taxes and special assessments if any due the City of Independence.
9. The application for title insurance does not indicate the name of the proposed buyer(s). We require the name(s) of the proposed buyer(s). If a proposed buyer is a trust or a legal entity, such as a corporation, limited liability company or partnership, additional trust or entity requirements may be made. Upon receipt of the name(s) of the buyer(s), we reserve the right to conduct a further examination of the public records and to make such further requirements and/or exceptions as we deem necessary.
10. **NOTE: ATTENTION LENDERS:** loan packages should be e-mailed to STKLoan@stewart.com .
11. **NOTE REGARDING TAX MATTERS:** ALL TAX INFORMATION REFLECTED IN THIS COMMITMENT CAME FROM THE TAXING AGENCY OR AUTHORITY
THE FOLLOWING INFORMATION IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B – PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Real Estate Taxes for the year 2015 are paid in the amount of \$1,624.71. TAX I.D. No. [33-410-08-16-00-0-00-000](#)

The currently available assessed valuation shown in the county tax records is \$19,564.00.

NOTE: For your convenience, the tax records reflect the address of the property to be 12910 E US 40 HWY, INDEPENDENCE, MO 64055.

NOTE: Title to the estate or interest shown in Schedule A was acquired by Missouri Warranty Deed from John A. Andrews and Shirley C. Andrews aka Shirley Jean Andrews, husband and wife to John A. Andrews and Shirley C. Andrews, husband and wife and Craig K. Andrews, as joint tenants with rights of survivorship, dated and recorded on 10/25/1999, [as Document No. 1999K0061905](#).

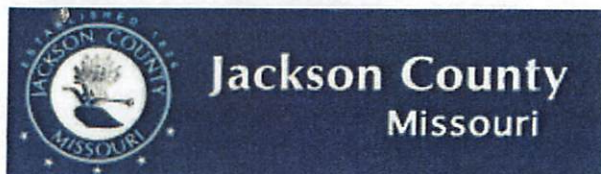
The following 24 month chain of title is shown for informational purposes, Stewart does not insure the accuracy of the chain of title information and the insured listed in schedule A shall not rely on this information in reaching a determination on this loan transaction: NONE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B – PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 01109-49861

1. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:
 - a. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Standard Exceptions:
 - a. Rights or claims of parties in possession not shown by the public records.
 - b. Easements, or claims of easements, not shown by the public records.
 - c. Any encroachments, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an accurate and complete land survey of the Land.
 - d. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - e. Taxes or special assessments which are not shown as existing liens by the public records.Special Exceptions
3. Taxes 2016 and subsequent years.
4. Building lines, easements, restrictions and other matters shown on the recorded plat/map of COOK'S FAIRVIEW ADDITION, in Plat [Book 111 and Page 35](#).
5. Covenants, conditions, easements and restrictions recorded as [Document No. 528693](#) in Book 800 at Page 434, and amended and or made applicable as [Document No. 547503](#) in Book 806 at Page 711, together with all amendments thereto, which may provide for association dues, fees and/or assessments, in addition to any easements, reservations, covenants, building set back requirements, option to purchase, right of first refusal and any special assessments which may come due but omitting any such covenant or restriction based on race, color, religion, sex, familial status or national origin.
Note: A breach or violation of the above noted restrictions will not cause a forfeiture or reversion of title.
6. Any documents linked herein are provided for convenience only. Linked documents are not an abstract or attempt to abstract and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action.



Property Account Summary

Parcel Number	33-410-08-16-00-0-00-000	Property Address	12910 E US 40 HWY , INDEPENDENCE, MO 64055
---------------	--------------------------	------------------	--

General Information

Property Description	COOKS FAIRVIEW ADD LOT 38
Property Category	Land and Improvements
Status	Active, Host Other Property, Locally Assessed
Tax Code Area	020

Property Characteristics

Property Class	1010
----------------	------

Parties

Role	Percent	Name	Address
Taxpayer	100	ANDREWS JOHN A & SHIRLEY C &	12910 E US 40 HWY, INDEPENDENCE, MO 64055 UNITED STATES
Owner	100	ANDREWS JOHN A & SHIRLEY C &	12910 E US 40 HWY, INDEPENDENCE, MO 64055 UNITED STATES
Owner	100	ANDREWS CRAIG K	12910 E US 40 HWY, INDEPENDENCE, MO 64055 UNITED STATES

Property Values

Value Type	Tax Year 2016	Tax Year 2015	Tax Year 2014	Tax Year 2013	Tax Year 2012
Market Value Total	102,968	102,968	99,969	99,969	99,969
Taxable Value Total	19,564	19,564	18,994	18,994	18,994
Assessed Value Total	19,564	19,564	18,994	18,994	18,994

No Charges are currently due.

No Charge Amounts are currently due for this property. If you believe this is incorrect, please contact the Taxpayer Services Unit at (816) 881-3232.

NOTICE: Telephones are staffed during regular business hours (8am to 5pm, Monday through Friday, excluding holidays observed by Jackson County).

Distribution of Current Taxes

District	Amount
BOARD OF DISABLED SERVICES	14.440000
CITY - INDEPENDENCE	140.180000
JACKSON COUNTY	96.960000
MENTAL HEALTH	23.440000
METRO JUNIOR COLLEGE	45.840000
MID-CONTINENT LIBRARY	61.550000
RAYTOWN SCHOOL C-II	1,236.440000
STATE BLIND PENSION	5.860000

Receipts

Date	Receipt No.	Amount Applied	Amount Due	Tendered	Change
12/08/2015 00:00	9273872	1,624.71	1,624.71	1,624.71	0.00
12/01/2014 00:00	8665038	0.00	1,587.59	1,587.59	0.00
12/01/2014 00:00	8673974	1,587.59	1,587.59	1,587.59	0.00
12/02/2013 00:00	8105084	1,590.98	1,590.98	1,590.98	0.00
11/26/2012 00:00	7530351	1,587.78	1,587.78	1,587.78	0.00
12/13/2011 00:00	7178469	1,586.66	1,586.66	1,586.66	0.00
01/04/2011 16:22	6790581	29.33	29.33	29.33	0.00



Property Information



Parcel ID: 33-410-08-16-00-0-00-000

Address on this Parcel:

12910 E US 40 HWY
INDEPENDENCE, MO 64055

Owner Information:

ANDREWS JOHN A & SHIRLEY C &
12910 E US 40 HWY
INDEPENDENCE, MO 64055

Mortgage Holder Information:

No Mortgage Holder Information.

Property Characteristics:

Year Built: 1955
Living Area (Approx. sq. ft.): 1504
Tax Neighborhood Code: 6400
Parcel Area (Approx.): 0.50 (acres), 21,816.88 (SqFt)

Property Class (PCA Code): Single Family Residential Improved (code: 1010)

Land Use Type: Single Family Residence (code: 1110)

Tax Code Area:

Code: 20
City: Independence
Fire: NA
Library: Mid Continent
School: Raytown C-2
Water: NA

Assessment Information:

Tax Year: 2016
Market Value: \$102,968
Assessed Value: \$19,564
Taxable Value: \$19,564
[Where are my tax dollars going?](#)

Exemptions and Abatements Status (2014):

No exemptions or abatements.

Community Improvement District (CID):

Property is not in a CID for which Jackson County collects a tax or assessment.

TIF Information:

Property is not in a TIF Plan area or TIF Project area known to Jackson County.

**DURABLE POWER OF ATTORNEY FOR ASSET MANAGEMENT AND HEALTH CARE
(Immediate Power)**

Shirley C. Andrews

Created by _____ as Principal.

Shirley C. Andrews

I, _____
 12910 E. 40 Hwy. Name of Principal
Independence Missouri
 of _____
Address City State

as principal (the "Principal") intend to create by this instrument a Durable Power of Attorney and do hereby appoint

John A. Andrews

_____ of
 12910 E. 40 Hwy. Name of Agent
Independence Missouri
Address City State

("Agent") to act for me and in my name and exercise the powers set forth below.

2. My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to any and all of my property and interests in property, real, personal, intangible and mixed, as follows:

(a) Real Property Transactions: To lease, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens, mortgage, subject to deeds of trust, and in any way or manner deal with all or any part of any interest in real property whatsoever, that I own at the time of execution or may thereafter acquire, for under such terms and conditions, and under such covenants, as my Agent shall deem proper; and, to supplement this instrument by adding or modifying the descriptions of any property, real or personal, which I may now or hereafter own, in whole or in part.

(b) Personal Property Transactions: To lease, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my Agent shall deem proper, and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens, mortgages, subject to deeds of trust, and hypothecate, and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as my Agent shall deem proper.

(c) Bond, Share and Commodity Transactions: To request, ask, demand, sue for, recover, collect, receive, and hold and possess any bond, share, instrument or similar character, commodity interest or any instrument with respect thereto together with the interest, dividends, proceeds, or other distributions connected therewith, as now are, or shall hereafter become, owned by, or due, owing payable, or belonging to, me at the time of execution or in which I may thereafter acquire interest; to have, use, and take all lawful means and equitable and legal remedies, procedures, and writs in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to make, execute, and deliver for me, all endorsements, acquittances, releases, receipts, or other sufficient discharges for the same.

(d) Banking Transactions: To make, receive, sign, endorse, execute, acknowledge, deliver, and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of, banks, savings and loan or other institutions or associations for me.

(e) Safe Deposits: To have free access at any time to any safe deposit box or vault to which I might have access; and to contract with any institution for the maintenance of a safe deposit box in my name; and to add to and remove from the contents of any such safe deposit box.

(f) Business Operating Transactions: To conduct, engage in, and transact any and all lawful business of whatever nature or kind for me; to continue the operation of any business I own or have an interest in; to sell, liquidate or close out such business at such time and upon such terms as my Agent shall deem appropriate; to represent me and to exercise any right or power I may have in any partnership whether as a general, special or limited partner; to exercise all rights with respect to any securities I may now own or acquire hereafter in any public corporation, including the right to sell, hypothecate, buy the same or different securities and to vote at all meetings of the stockholders.

(g) Insurance Transactions: To exercise or perform any act, power, duty, right or obligation whatsoever in regard to any contract of life, accident, health, disability or liability insurance of any combination of such insurance procured by or on behalf of me prior to execution; and to procure new, different or additional contracts of insurance for me and to designate the beneficiary of any such contract of insurance, provided, however, that the Agent himself cannot be such beneficiary unless the Agent is my spouse, child, grandchild, parent, brother or sister.

(h) Estate Transactions: To request, ask, demand, sue for, recover, collect, receive, and hold and possess all legacies, bequests, devises, as are, owned by, or due, owing, payable, or belonging to, me at the time of execution or in which I may thereafter acquire interest; to have, use, and take all lawful means and equitable and legal remedies, procedures, and writs in my name for the collection and recovery thereof; and to adjust, sell, compromise, and agree for the same, and to make, execute, and deliver for me, all endorsements, acquittances, releases, receipts, or other sufficient discharges for the same.

(i) Personal Relationships and Affairs: To do all acts necessary for maintaining the customary standard of living for me, my spouse and children, and other dependents; to provide medical, dental and surgical care, hospitalization and custodial care for me, my spouse, and children and other dependents; to continue whatever provision has been made by me, for me, my spouse, and children, and other dependents, with respect to automobiles, or other means of transportation; to continue whatever charge accounts have been operated by me, to open such new accounts as my Agent shall think to be desirable for the accomplishment of any of the purposes enumerated in this section, and to pay the items charged on such accounts by any person authorized or permitted by me or my Agent to make such charges; to continue the discharge of any services or duties assumed by me, to any parent, relative or friend of mine; to continue payments incidental to my membership or affiliation in any church, club, society, order or other organization, or to continue contributions thereto.

(j) Tax, Social Security and Unemployment: To prepare, execute and file all tax, social security, unemployment insurance and information returns for tax years between 1970 and 2020 required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, execute and file all other papers and instruments which the Agent shall think to be desirable or necessary to safeguard me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, compromise, contest or apply for refunds in connection with any taxes or assessments for which I am or may be liable.

(k) Benefits from Military Service: To execute vouchers in my name for any and all allowances and reimbursements payable by the United States, or subdivision thereof, to me, arising from or based upon military service and to receive, endorse and collect the proceeds of any check payable to me drawn on the treasurer or other fiscal officer or depository of the United States or subdivision thereof; to take possession and to order the removal and shipment, of any property belonging to me from any post, warehouse, depot, dock or other place of storage or safekeeping, either governmental or private; to execute and to deliver any release, voucher, receipt, bill of lading, shipping ticket, certificate or other instrument which the Agent shall think to be desirable or necessary for such purpose; to prepare, to file and to prosecute my claim to any benefit or assistance, financial or otherwise, to which I am or claim to be, entitled, under the provisions of any statute or regulation existing at the creation of the agency or thereafter enacted by the United States or by any state or by any subdivision thereof, or by any foreign government, which benefit or assistance arises from or is based upon military service performed prior to or after execution.

(l) Revocable Trust: To execute a revocable trust agreement with such trustee as my Agent shall select which trust shall pay to me or disburse on my behalf such amounts of income or principal as necessary for my proper health, support and maintenance, and that on my death any remaining income and principal shall be paid to my personal representative, and that said trust may be revoked or amended by me or my Agent at any time and from time to time, provided that any such amendment by my Agent shall not include any provision which could not be included in the original trust agreement; to deliver and convey any or all of my assets to the trustee thereof; to add any or all of my assets to such a trust already in existence at the time this instrument is executed or at any time thereafter.

2.1 With respect to matters involving my health and medical care, my Agent is authorized as follows:

(a) Subject to any limitations in this document, I hereby grant to my Agent full power and authority to make health care decisions for me to the same extent that I could make such decisions for myself if I had the capacity to do so. In exercising this authority, my Agent shall make health care decisions that are consistent with my desires as stated in this document or otherwise made known to my Agent, including, but not limited to, my desires concerning obtaining or refusing or withdrawing life-prolonging care, treatment, services, and procedures.

(b) I hereby authorize all physicians and psychiatrists who have treated me, and all other providers of health care, including hospitals, to release to my Agent all information contained in my medical records which my Agent may request. I hereby waive all privileges attached to physician-patient relationship and to any communication, verbal or written, arising out of such a relationship. My Agent is authorized to request, receive and review any information, verbal or written, pertaining to my physical or mental health, including medical and hospital records, and to execute any releases, waivers or other documents that may be required in order to obtain such information, and to disclose such information to such persons, organizations and health care providers as my Agent shall deem appropriate.

(c) My Agent is authorized to employ and discharge health care providers including physicians, psychiatrists, dentists, nurses, and therapists as my Agent shall deem appropriate for my physical, mental and emotional well-being. My Agent is also authorized to pay reasonable fees and expenses for such services contracted.

(d) My Agent is authorized to apply for my admission to a medical, nursing, residential or other similar facility, execute any consent or admission forms required by such facility and enter into agreements for my care at such facility or elsewhere during my lifetime or for such lesser periods of time as my Agent may designate.

(e) My Agent is authorized to arrange for and consent to medical, therapeutical and surgical procedures for me including the administration of drugs. The power to make health care decisions for me shall include the power to give consent, refuse consent, or withdraw consent to any care, treatment, service, or procedure to maintain, diagnose, or treat a physical or mental condition.

(f) I reserve unto myself the right to revoke the authority granted to my Agent hereunder to make health care decisions for me by notifying the treating physician, hospital, or other health care provider orally or in writing.

(g) Notwithstanding any provision herein to the contrary, I retain the right to make medical and other health care decisions for myself so long as I am able to give informed consent with respect to a particular decision. In addition, no treatment may be given to me over my objection, and health care necessary to keep me alive may not be stopped if I object.

(h) If at any time I should have a terminal condition and my attending physician and another physician, independently of each other, have determined that there can be no recovery from such condition and my death is imminent, where the application of life-prolonging procedures would serve only to artificially prolong the dying process, I direct that such procedures be withheld or withdrawn, and that I be permitted to die naturally with only the administration of medication or the performance of any medical procedure deemed necessary to provide me with comfort care or to alleviate pain.

For purposes of this declaration, life-prolonging procedure shall mean any medical procedure, treatment or intervention which (i) utilizes mechanical or other artificial means to sustain, restore or supplant a spontaneous vital function or is otherwise of such a nature as to afford a patient no reasonable expectation of recovery from a terminal condition and (ii) when applied to a patient in a terminal condition, would serve only to prolong the dying process. "Life-prolonging procedure" shall not include the administration of medication or the performance of any medical procedure deemed necessary to provide comfort care or to alleviate pain.

(i) If I have been in an irreversible coma with no reasonable possibility of my ever regaining consciousness, I direct that all procedures used to provide me with nourishment and water (including, for instance, through intravenous feeding and through endotracheal or nasogastric tube means) not be instituted or, if already instituted, withdrawn.

3. This power of attorney shall not be affected by subsequent disability or incapacity of the principal.

4. No person who acts in reliance upon any representations made by my Agent as to (a) the continued validity of the Durable Power of Attorney, (b) the scope of powers granted under this instrument, (c) my competency at the time this instrument was executed, or (d) the fact that this instrument has not been revoked, shall incur any liability to me, my estate, my heirs or assigns as a result of any dealings with my Agent, nor shall any person who deals with my Agent shall inquire into the proper application of funds or property.

5. I reserve unto myself the right to amend or revoke this instrument, and to remove my Agent and any alternate agent by executing a written instrument of revocation, amendment, or removal and delivering it to my Agent and to all alternate agents. If the instrument has been recorded in the public records, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public records.

6. If my spouse has been appointed as my Agent herein, and subsequent to the execution of this instrument, legal proceedings are instituted for separation and dissolution of our marriage, institution of such proceedings shall automatically remove my spouse as my Agent.

7. My Agent shall be entitled to reimbursement for all reasonable costs actually incurred and paid by my Agent on my behalf under the authority granted in this instrument.

8. To the extent permitted by law, I herewith nominate, constitute and appoint my Agent to serve as my guardian, conservator and/or in any similar representative capacity; and, if I am not permitted by law to so nominate, constitute and appoint, then I request any court of competent jurisdiction which may be petitioned by any person to appoint a guardian, conservator or similar representative for me to give due consideration to my request.

9. In the event my Agent is unable or unwilling to serve or to continue to serve, then I appoint

Craig K. Andrews

of 1705 Red Bird Cove Brentwood Missouri
Address City State

to serve as substitute or successor agent who shall have all the title, powers and discretion herein given my Agent.

10. My Agent is authorized to make photocopies of this instrument as frequently as necessary. All photocopies shall have the same force and effect as the original.

11. If any provision of this instrument or its application to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this instrument which can be given effect without the invalid provision or application, and to this end the provisions of this instrument are severable.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Jackson County
this 19th day of April, 192000

Shirley C. Andrews
Signature of Principal

Shirley C. Andrews

Name of Principal

Witnesses

Signature of Witness of _____
City State

Signature of Witness of _____
City State

STATE OF Missouri

COUNTY OF Jackson

On this 19th day of April

in the year 2000, before me, the undersigned, a Notary Public in and for said State personally appeared Shirley Andrews, personally

known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he/she executed the same. I declare under penalty of perjury that the person whose name is subscribed to this instrument appears to be of sound mind and under no duress, fraud, or undue influence.

Witness my hand and official seal.

(Notary Seal)

Patricia E. Green
Notary Public
PATRICIA E GREEN
NOTARY PUBLIC STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXP JAN 15, 2004

The undersigned acknowledges and accepts appointment as Agent under this instrument on this 19th day of April, in the year 2000.

John A. Andrews
Signature of Agent
John A. Andrews
Name of Agent

STATE OF MISSOURI
COUNTY OF _____

BIDDER#

AUCTION REAL ESTATE SALES CONTRACT

THIS CONTRACT, made this the ____ day of _____ 2016, by and between _____
_____ (“Seller”) whose address is _____
and _____ (“Buyer”)
whose address is _____.

1. AGREEMENT TO PURCHASE. In consideration of the sum as identified in Paragraph 2 below, the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Buyer, by (type of deed), and Buyer agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the real property identified as _____ and described as follows:

Legal Description:

2. High Bid Price \$ _____

10.00 % Buyer’s Premium \$ _____

Total Purchase Price \$ _____

Non-Refundable Down Payment/Deposit \$ _____

In U.S. Funds, based on 10% of the Total Purchase Price, to be held in
an non-interest bearing escrow account by Closing Agent.

Balance of Purchase Price \$ _____

In U.S. Funds, due at Closing, not including Buyer’s Closing
Costs or financing costs, prepaids or prorations, in immediately
available cash or by confirmed wire transfer.

3. CLOSING. Closing shall take place with _____ (“Closing Agent”), whose address is
_____ on or before _____ (the “Closing Date”). The contact person is
_____ phone: _____. At Closing, Seller shall
deliver to Buyer a _____ (the “Deed”), which shall convey fee simple title to the Property to Buyer
without any warranties, including, without limitation, habitability or fitness for a particular purpose,
and an Assignment and Assumption of Leases which shall assign any leases of the Property to Buyer;
and Buyer shall pay, or cause to be paid, Seller the Total Purchase Price and shall execute and deliver
to any tenant of the Property an acknowledgement of receipt of its security deposit in form required
by applicable law. Seller and Buyer shall also execute and deliver any notices, statements,
certificates, affidavits, releases or other documents required by this Contract, the Title Commitment
(as hereinafter defined) or applicable law. Possession of the Property shall be delivered at Closing,
subject to those matters contained in the Deed, Title Commitment and this Contract. Time is of the
essence in this Contract.

4. TAXES AND OTHER PRORATIONS. The current year’s Property Taxes shall be prorated
between Seller and Buyer at Closing based upon the amount of taxes for the prior year. All unpaid
taxes for prior years, if any, shall be the responsibility of Seller. Buyer shall assume the payment of
taxes for the year of Closing and all subsequent years. Buyer shall pay all taxes for the year of

Closing on or before December 31, 2016 and shall deliver Seller a copy of the tax receipts evidencing payment thereof within ten (10) days after payment. In the event that the taxes for the year of Closing are more or less than the taxes for the prior year, Seller and Buyer shall adjust the amount of the proration and Seller shall pay to Buyer the amount of any underpayment or Buyer shall pay to Seller the amount of any overpayment, as may be the case. In addition, all rents, operating expenses and utilities shall be prorated between Seller and Buyer as of the Closing Date and Seller shall pay to Buyer any tenant security deposits and Buyer shall pay to Seller any prepaid security deposits paid by Seller for utilities or other items. This Paragraph 4 shall expressly survive the Closing.

5. CLOSING COSTS.

- (a) **Seller's Costs.** At Closing, Seller shall pay the fees for preparation of the Deed and issuance of the Title Policy (as hereinafter defined), and all costs relating to tax certificates and overnight courier fees and messenger charges on behalf of the Seller.
- (b) **Buyer's Costs.** At Closing, Buyer shall pay the recording costs of the Deed, overnight courier fees and messenger charges on behalf of the Buyer, escrow fees (if any), Closing Agent's closing fees, any survey costs, and all additional sale or closing fees.

6. **TERMS.** This is a cash sale with Ten Percent (10%) down payment, with the balance due at Closing on or before _____. This sale is not contingent upon financing or due diligence. BUYER ACKNOWLEDGES AND AGREES THAT BUYER'S OBLIGATIONS UNDER THIS CONTRACT ARE NOT CONTINGENT UPON BUYER OBTAINING A LOAN FROM ANY LENDER. ACCORDINGLY, BUYER SHALL BE OBLIGATED TO PERFORM ITS OBLIGATIONS UNDER THIS CONTRACT WHETHER OR NOT BUYER CAN OBTAIN A LOAN TO FINANCE THE PURCHASE OF THE PROPERTY.

7. **DOWN PAYMENT/ DEPOSIT AND CLOSING AGENT.** Buyer and Seller hereby acknowledge and agree that Closing Agent shall hold and deliver the Down Payment/Deposit, in accordance with the terms and conditions of this Contract, and that Closing Agent shall be relieved of all liability and held harmless by both Seller and Buyer in the event Closing Agent makes a disbursement of the Down Payment/Deposit in accordance with the terms and provisions of this Contract. Closing Agent shall be relieved from any responsibility or liability and held harmless by both Seller and Buyer in connection with the discharge of any Closing Agent's duties hereunder provided that Closing Agent exercises ordinary and reasonable care in the discharge of said duties. Both parties understand that the Buyer's Down Payment/Deposit is non-refundable unless the Seller fails to close this transaction.

8. DISCLAIMER OF WARRANTIES ("AS-IS" CONVEYANCE)

- (a) Buyer warrants and acknowledges to and agrees with Seller, and United Country – Kansas City Auction and Realty ("Auctioneer") that Buyer is purchasing the Property in an "As-Is, Where Is" condition "WITH ALL FAULTS" and specifically and expressly without any warranties, representations or guarantees, either expressed or implied, of any kind, nature, or type whatsoever, from or on behalf of the Seller and the Deed will contain appropriate disclaimers to this effect.
- (b) Buyer acknowledges to and agrees with Seller and Auctioneer that with respect to the Property, Seller and Auctioneer have not, do not, and will not make any warranties or representations, expressed or implied, or arising by operation of law, including, but in no way limited to, any warranty as to the value, physical condition, square footage, environmental condition, zoning, good repair, operability, habitability, tenantability, suitability, merchantability, profitability, marketability, past or present compliance with any rules, regulations, covenants or restrictions, development potential or fitness for a particular use or purpose of the property.

- (c) Buyer acknowledges that it is Buyer's responsibility to make such legal, factual and other inquiries and investigations, as Buyer deems necessary with respect to the Property. Buyer acknowledges that Buyer has executed this Contract based solely on its own independent due diligence investigations and findings, and not in reliance on any information provided by SELLER OR AUCTIONEER or their affiliates, agents, officers, employees or representative. Buyer acknowledges that Buyer has not relied, and is not relying upon information, document, sales brochures or other literature, maps or sketches, projection, pro forma, statement, representation, guarantee or warranty (whether expressed or implied, oral or written, material or immaterial) that may have been given or made by or on behalf of the Seller or Auctioneer.
- (d) Buyer shall look only to Seller, and not to Auctioneer, as to all matters regarding this Contract and the Property. The Auctioneer shall not be responsible or liable in any way if the Seller fails or refuses to or cannot close this transaction.
- (e) Without in any way limiting the generality of the preceding subparagraphs (a) through (d), Buyer specifically acknowledges and agrees that Buyer hereby waives, releases and discharges any claim it has, might have had, or may have against Seller and Auctioneer with respect to the condition of the Property, either patent or latent.

9. **PROPERTY INSPECTION.** It is the Buyer's sole responsibility to perform all inspections (physical, legal, economic, environmental, archeological or otherwise) on the Property and to be satisfied as to its condition prior to making an offer on the Property; review all property information and due diligence materials; independently verify any information Buyer deems important including information available in public records; and inquire of public officials as to the applicability of and compliance with land use and environmental laws building ordinances, zoning, health & safety codes, and any other local, state or federal laws and regulations.

Buyer is responsible for the costs of all inspections, surveys, engineering reports, -environmental studies, including, but not limited to, lead-based paint tests, or for any other work performed at Buyer's request and Buyer shall pay for any damage which occurs to the Property or to any person as a result of such activities. Buyer shall not permit any claims or liens of any kind against the Property for inspections, surveys, engineering reports, or for any other work performed on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold Seller and Auctioneer harmless against any liability, damage, cost or expense incurred, directly or indirectly, by Seller, as result of Buyer's inspection, examination, or survey of the Property, either prior to, on or after the date hereof. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this section, including Seller's reasonable attorney's fees. Buyer agrees to repair any damage caused by such inspections and to restore the Property to its condition prior to the inspection. This Paragraph 9 shall expressly survive the Closing and any termination of this Contract.

10. **TITLE.** Buyer hereby acknowledges receipt of a title commitment (the "Title Commitment") issued by the Closing Agent as agent for _____ (the "Title Insurer"). Buyer hereby agrees to accept title to the Property subject to (i) all standard exclusions and printed exceptions set forth in the Title Commitment,, including all matters that would be disclosed by a current and accurate survey of the Property; (ii) liens for taxes not yet due and payable; (iii) easements for public utilities affecting the Property; (iv) all other easements or claims to easements, covenants, restrictions and rights-of-way affecting the Property; (v) rights and claims of parties in possession; and (vi) all title exceptions referenced in Schedule B of the Title Commitment (the foregoing title matters are herein referred to as the "Permitted Title Exceptions"). Any applicable zoning ordinances, other land use laws and regulations, together with taxes for the current year and those matters, if any, which are waived by Buyer pursuant to this Paragraph 10, shall also be deemed Permitted Title Exceptions. At or prior to Closing, Seller shall satisfy all requirements on Schedule C which are the responsibility of Seller and

Buyer shall satisfy all requirements on Schedule C which are the responsibility of Buyer. At Closing, Seller, at its cost, shall cause the Title Insurer to issue and deliver to Buyer an owner's policy of title insurance (the "Title Policy"), insuring Buyer's fee simple estate in the Property in the amount of the Total Purchase Price, subject to the Permitted Title Exceptions.

Buyer also acknowledges and agrees that:

- a. Maps and depictions included in the marketing material for the auction are for illustration purposes only and neither Seller, nor Auctioneer warrants or guarantees any of these materials or other information to be accurate or complete.
- b. Any fencing situated on the Property is not necessarily an indication of the Property boundary.
- c. Buyer shall be responsible for its own due diligence regarding the availability and/or accessibility of any utilities or the suitability for building on the Property. In addition, the Buyer shall be responsible for obtaining any and all permits for installation of utilities, wells, septic systems, and/or any costs related to such installation. Permits, tanks, meters, lines, and any other applicable fees shall be at the Buyer's expense.
- d. Only the fixtures, machinery and equipment currently attached to or located upon the Property will be conveyed to Buyer.
- e. The Property is selling subject to restrictive covenants and easements as shown in the Title Commitment and the Survey.

11. **FIXTURES AND PERSONAL PROPERTY.** Only the fixtures, machinery and equipment currently attached to or located upon the Property will be conveyed to Buyer and no other personal property will be conveyed with the Property.

12. **TITLE DEFECTS.** If the Title Commitment reveals a defect in title which is not one of the Permitted Title Exceptions, or if prior to the Closing a new defect in title is disclosed by an updated endorsement to the Title Commitment, which defect is not one of the Permitted Title Exceptions, prior to Closing Date, Buyer may either waive such defect or give written notice to Seller and Closing Agent no later than five (5) days from the date of discovery of such defect in title, whereupon Seller may, at its option, attempt to cure such defect prior to Closing or decline to cure such defect. If Seller is unable or unwilling to cure, on or before the Closing Date, any defect as to which Buyer has notified Seller as herein provided and if Buyer does not waive such defect on or prior to the Closing Date by written notice to Seller, this Contract shall be terminated without liability to either party and the Down Payment/Deposit shall be returned to the Buyer. Seller shall have the right, at its sole election, to extend the Closing Date by not more than Sixty (60) Days to attempt to cure any such defect in title.

13. **COMMISSIONS.**

- (a) **Brokerage.** Buyer warrants and represents that Buyer [] is [] is not represented by a Buyer's Broker in this transaction. If Buyer is represented by a Buyer's Broker, the Buyer's Broker's name is: _____. The Buyer's Broker must have performed all requirements of the Buyer Broker Guidelines as provided by the Auctioneer. Failure to properly register or comply with the provisions of the Guidelines will disqualify the Buyer's Broker from receiving any commission.
- (b) **Agency Disclosure.** Auctioneer has acted as agent for Seller in this transaction and is to be paid a commission by Seller pursuant to a separate written agreement between Seller and Auctioneer.

14. **BREACH OF CONTRACT BY SELLER.** If Seller defaults in the performance of any of its obligations pursuant to this Contract, and Closing fails to occur by reason thereof, Buyer, as its sole

remedy, may terminate this Contract and receive the Down Payment/Deposit, or waive the default and proceed to Closing. In no event shall Seller or Auctioneer be liable for any damages including special, incidental or consequential damages, or economic loss and/or attorney fees.

15. **BREACH OF CONTRACT BY BUYER.** In the event the purchase and sale contemplated in this Contract is not consummated as a result of Buyer's default, Buyer's Down Payment/Deposit shall be forfeited to Seller, and Seller shall have all rights as allowed by law to file for damages, specific performance or cancellation of this transaction, with Buyer to be responsible for all costs of suit, including attorney's fees and court costs.

In addition, in the event that Seller is unable to collect on any check delivered by Buyer to Seller or Closing Agent, then, at Seller's option, without notice, this Contract may be terminated immediately and any Down Payment/ Deposit held by Seller or Closing Agent shall be paid to Seller, and Seller may pursue any rights and remedies available at law or in equity.

16. **CASUALTY.** Except as herein provided, all risk of loss with respect to damage to the Property shall be borne by Seller until the Closing; thereafter all risk of loss shall be borne by Buyer. In the event that the Property is, in the opinion of Seller, significantly damaged or is destroyed by fire or other casualty or hazard prior to Closing, Seller shall have the option to restore the Property to its pre-casualty condition or to cancel this Contract and Buyer's Down Payment/ Deposit shall be returned as a complete and final settlement to Buyer of all Seller's obligations hereunder. Should Seller desire to restore the Property to its pre-casualty condition, Seller shall so notify Buyer and thereafter have 120 days to complete such restoration, with the Closing Date to be postponed accordingly.

17. **NOTICES.** All notices under this Contract shall be deemed delivered when personally delivered or mailed postage prepaid, certified or registered mail, return receipt requested, or when delivered by a courier service to the addresses of the parties set forth in the preamble of this Contract. Either party may change its address for notice purposes by giving written notice thereof to the other party in accordance with the terms hereof. A copy of all notices given hereunder shall be delivered to Auctioneer and Closing Agent.

18. **WAIVER.** No failure or delay on the part of Seller in exercising any right of Seller nor any action on the part of Seller or any course of dealing or partial performance shall be deemed a waiver of any right of Seller set forth herein or a modification of any terms set forth herein.

19. **ENTIRE AGREEMENT; AMENDMENT.** This written Contract and any Exhibits, Schedules and Addenda attached hereto and made a part of this Contract signed by Buyer constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements between the parties with respect to the Property. This Contract may not be amended, altered, modified or discharged except by an instrument in writing signed by the Buyer and Seller.

20. **SEVERABILITY.** The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision set forth herein.

21. **ASSIGNMENT.** Buyer may not assign this Contract or Buyer's rights hereunder without the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion.

22. **BINDING EFFECT.** This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and permitted assigns.

23. **COUNTERPARTS.** The Contract may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.
24. **ACKNOWLEDGEMENT.** The Buyer certifies that if Buyer is a natural person, he or she is of legal age and has full legal capacity and authority to understand, execute and deliver this Contract on behalf of himself or herself. If Buyer is a domestic or foreign entity (as defined by the Missouri Business Organizations Code), Buyer represents to Seller that the party executing this Contract on behalf of such entity has the authority to execute this Contract on behalf of such entity, and that such entity shall be bound by the terms and conditions contained herein.
25. **ARBITRATION OF DISPUTES.** Any dispute or claim in law or equity between Seller and Buyer directly or indirectly arising out of or relating to this Contract or any resulting transaction (including any dispute regarding whether this arbitration clause is enforceable or applicable) shall be decided by a neutral, binding arbitration and not by court action, except as provided by Missouri law for judicial enforcement or review of arbitration decisions. The arbitration shall be heard by one arbitrator and conducted in Kansas City, Missouri by and in accordance with the Commercial Arbitration Rules of American Arbitration Association or its successor. Arbitration fees, including the fees and expenses of the arbitrator, shall be divided equally among the parties involved, unless awarded to the prevailing party by the arbitrator.
26. **ATTACHMENTS.** The Exhibits, Schedules and Addenda, if any, attached hereto are fully incorporated herein by reference for all purposes.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, as of the day and year first above written.

SELLER: _____
Printed: _____
Address: _____
City/St/Zip: _____
Phone: _____
Fax: _____
Email: _____

SELLER: _____
Printed: _____
Address: _____
City/St/Zip: _____
Phone: _____
Fax: _____
Email: _____

BUYER: _____
Printed: _____
Address: _____
City/St/Zip: _____
Phone: _____
Fax: _____
Email: _____

BUYER: _____
Printed: _____
Address: _____
City/St/Zip: _____
Phone: _____
Fax: _____
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LOCATION | 3 BED 1 BATH

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Independence, MO 64055

This house was built by the Andrews Family. Home has an attached two car garage, enclosed sun porch, open floor plan and has been very well maintained. The 0.50-acre lot has easy highway accesses. Property is on busy Highway 40 and is currently zoned residential. If the zoning can be changed could make great a commercial property. Located close to many restaurants, shops, shopping centers and gas stations.

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816-217-7612

