

REAL ESTATE ONLINE ONLY AUCTION

Property Information Packet

Seller: Turner Estate
Karen Eker, POA



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





**Kansas City
Auction and Realty**

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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 90 years that we have been in Kansas City, United Country has become recognized as a leader in real estate auctions and 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", with a stylized flourish at the end.

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 and 5+/- acres located at 4114 N. 60th Street, Kansas City, KS 66104

AUCTION BID DATE and TIME:

- Online Bidding Opens on Friday, March 24th at 3:00pm (CST)
- Online Bidding Closes on Tuesday, April 25th 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) **Reserve Auction:** The property is being sold subject to the Seller's confirmation. The Buyer shall be notified of the Seller's acceptance or rejection of the winning bid, within 24 hours of the auction closing. In the event the winning bid is rejected, the high bidder shall have an opportunity to increase their bid with the Seller.
- 4) **Property Previews:** Previews are available by contacting the auction manager (Trisha Brauer at 913-481-8280). 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, May 25th, 2017**. Closing shall take place at **Secured Title of Kansas City - Wyandotte, 2100 Hutton Rd., Suite 101, Kansas City, KS 66109**. The Closing Agent is **Andrea Weis** (Escrow Officer) and her contact information is **(913) 788-9800**. 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

Buyer: City / State / Zip

(APPROVAL)

Buyer: Email

Auctioneers Printed Name

Buyer: Phone

Auctioneers Signature

Date



Kansas City Auction and Realty

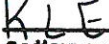
FRANCHISE DISCLOSURE ADDENDUM

SELLER: Karen Eker, attorney in fact for Lavonne Turner

BUYER: _____

PROPERTY: 4114 N. 60th Street, Kansas City, KS 66104

Broker is solely responsible for its debts, liabilities, acts, errors or omissions. Broker is an independent franchisee of the United Real Estate Group system and each United Country Real Estate office is independently owned and operated. United Real Estate Group is not responsible for the debts, liabilities, acts, errors or omissions of the real estate broker.

DocuSigned by:			
3/29/2017 12:08 PM PDT			
	_____	_____	_____
Seller	Date	Buyer	Date
_____	_____	_____	_____
Seller	Date	Buyer	Date

SELLER'S AGENT

The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent.

The seller's agent is responsible for performing the following duties:

- promoting the interests of the seller with the utmost good faith, loyalty, and fidelity
- protecting the seller's confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the seller to obtain expert advice
- accounting for all money and property received
- disclosing to the seller all adverse material facts about the buyer that the agent knows
- disclosing to the buyer all adverse material facts actually known by the agent, including the following:
 - environmental hazards affecting the property that are required to be disclosed
 - the physical condition of the property
 - any material defects in the property or in the title to the property
 - any material limitation on the seller's ability to complete the contract.

The seller's agent has no duty to:

- conduct an independent inspection of the property for the benefit of the buyer
- independently verify the accuracy or completeness of any statement by the seller or any qualified third party.

*Laverne J Turner by
Karen Lynn Eker, her Attorney
in fact*
2/17/2017

forms/breta2-11-10

BUYER'S AGENT

The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent.

The buyer's agent is responsible for performing the following duties:

- promoting the interests of the buyer with the utmost good faith, loyalty and fidelity
- protecting the buyer's confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the buyer to obtain expert advice
- accounting for all money and property received
- disclosing to the buyer all adverse material facts that the agent knows
- disclosing to the seller all adverse material facts actually known by the agent, including all material facts concerning the buyer's financial ability to perform the terms of the transaction.

The buyer's agent has no duty to:

- conduct an independent investigation of the buyer's financial condition for the benefit of the seller
- independently verify the accuracy or completeness of statements made by the buyer or any qualified third party.

STATEMENT OF REPRESENTATION

Do not assume that an agent is acting on your behalf, unless you have signed a contract with the agent's firm to represent you. As a customer, you represent yourself. Any information that you, the customer, disclose to the agent representing another party will be disclosed to that other party. Even though licensees may be representing other parties, they are obligated to treat you honestly, give you accurate information, and disclose all known adverse material facts.

TRANSACTION BROKER

The transaction broker is not an agent for either party, so the transaction broker does not advocate the interests of either party.

The transaction broker is responsible for performing the following duties:

- protecting the confidences of both parties, including the following information:
 - the fact that a buyer is willing to pay more
 - the fact that a seller is willing to accept less
 - factors that are motivating any party
 - the fact that a party will agree to different financing terms
 - any information or personal confidences about a party that might place the other party at an advantage
- exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- disclosing to the buyer all adverse material facts actually known by the transaction broker, including:
 - environmental hazards affecting the property that are required to be disclosed
 - the physical condition of the property
 - any material defects in the property or in the title to the property
 - any material limitation on the seller's ability to complete the contract
- disclosing to the seller all adverse material facts actually known by the transaction broker, including all material facts concerning the buyer's financial ability to perform the terms of the transaction.

The transaction broker has no duty to:

- conduct an independent inspection of the property for the benefit of any party
- conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.



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

1 SELLER: Karen Grier as attorney in fact for Lavonne Turner

2 PROPERTY: 4114 N 60th St KCKS 66104

3
4 1. NOTICE TO SELLER.

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

11
12 2. NOTICE TO BUYER.

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

16
17 3. OCCUPANCY.

18 Approximate age of Property? 52 years How long have you owned? 23 ^{YE} Years

19 Does SELLER currently occupy the Property? Yes ☐ No ☒

20 If "No", how long has it been since SELLER occupied the Property? Never lived years/months
21 at property

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

24 (a) Any fill or expansive soil on the Property? Yes ☐ No ☒

25 (b) Any sliding, settling, earth movement, upheaval or earth stability problems
26 on the Property? Yes ☐ No ☒

27 (c) The Property or any portion thereof being located in a flood zone, wetlands
28 area or proposed to be located in such as designated by FEMA which
29 requires flood insurance? Yes ☐ No ☒

30 (d) Any drainage or flood problems on the Property or adjacent properties? Yes ☐ No ☒

31 (e) Any flood insurance premiums that you pay? Yes ☐ No ☒

32 (f) Any need for flood insurance on the Property? Yes ☐ No ☒

33 (g) Any boundaries of the Property being marked in any way? Yes ☒ No ☐

34 (h) The Property having had a stake survey? If "Yes", attach copy. Yes ☒ No ☐

35 (i) Any encroachments, boundary line disputes, or non-utility easements
36 affecting the Property? Yes ☒ No ☐

37 (j) Any fencing on the Property? Yes ☐ No ☒

38 If "Yes", does fencing belong to the Property? N/A ☒ Yes ☐ No ☐

39 (k) Any diseased, dead, or damaged trees or shrubs on the Property? Yes ☒ No ☐

40 (l) Any gas/oil wells, lines or storage facilities on Property or adjacent
41 property? Yes ☒ No ☐ ^{KE}

42 (m) Any oil/gas leases, mineral, or water rights tied to the Property? Yes ☒ No ☐

43 If any of the answers in this section are "Yes" (except h), explain in detail (attach other
44 documentation): Survey lost in fire @ 4114 N 60th St

45 Johnson County water line easement
46 Driveway easement - recorded @ Court house
47

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5. ROOF.

- (a) Approximate Age: 2 years ☐ Unknown Type: Composition/Elite Glass Seal
- (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 8/2014 / Murphy Roofing
- (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 (attach all warranty information and other documentation): Attached

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 years? Yes ☐ No ☐ If "Yes", list company, when and where treated _____
- (d) Any current warranty, bait stations or other treatment coverage by a licensed pest control company on the Property? Yes ☐ No ☐ If "Yes", the annual cost of service renewal is \$ _____ and the time remaining on the service contract is _____. (Check one) ☐ The treatment system stays with the Property or ☐ the treatment system is subject to removal by the treatment company if annual service fee is not paid.

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

7. STRUCTURAL, BASEMENT AND CRAWL SPACE ITEMS. ARE YOU AWARE OF:

- (a) Any movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab? Yes ☐ No ☐
- (b) Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage? Yes ☐ No ☐
- (c) Any corrective action taken including, but not limited to piercing or bracing? .. Yes ☐ No ☐
- (d) Any water leakage or dampness in the house, crawl space or basement? Yes ☐ No ☐
- (e) Any dry rot, wood rot or similar conditions on the wood of the Property? Yes ☐ No ☐
- (f) Any problems with driveways, patios, decks, fences or retaining walls on the Property? Yes ☐ No ☐
- (g) Any problems with fireplace and/or chimney? Yes ☐ No ☐ Date of last cleaning? _____
- (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 ☐

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

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:
- (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: _____
- (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 _____
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 (attach available documentation):

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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. 6 years X Basement 5/27/2016/Anthony PHC
 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. 14 years X Basement 1/25/2016/Anthony PHC
 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
 Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By Whom?
 1. 6 years(?) X Basement 40 gal(?)
 2. _____
- (e) Are you aware of any problems regarding these items? Yes ☐ No ☒
 If "Yes", explain in detail: _____

11. ELECTRICAL SYSTEM.

- (a) Type of material used: ☐ Copper ☐ Aluminum ☒ Unknown
 (b) Type of electrical panel(s): ☒ Breaker ☐ Fuse
 Location of electrical panel(s): 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: _____

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.)

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

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 ☐
- (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 l and k), explain in detail (attach other documentation):

14. PRE-INSPECTION (INSPECTION DONE IN PREPARATION OF LISTING THE PROPERTY).

- (a) Has Property been pre-inspected? Yes ☐ No ☒
If "Yes", attach copy of inspection report consisting of _____ number of pages.

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

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

replaced roof

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

Electric Company Name: BPU Phone # _____

Gas Company Name: KS Gas Service Phone # _____

Water Company Name: BPU Phone # _____

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

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

KLG
 SELLER | SELLER

Initials

Initials

BUYER | BUYER

288 "OS" = Operating and Staying with the Property (any item that is performing its intended
 289 function).
 290 "EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an
 291 Unacceptable Condition.
 292 "NA" = Not applicable (any item not present).
 293 "NS" = Not staying with the Property (item should be identified as "NS" below.)
 294

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

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), # ____
~~NA~~ Spa/Hot Tub
~~NA~~ Spa/Sauna
~~NA~~ Spa Equipment
~~NA~~ Sprinkler System (Components & Controls)
~~NA~~ Sprinkler System Back Flow Valve
~~NA~~ Sprinkler System Auto Timer
~~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
 Other ____
 Other ____
 Other ____
 Other ____
 Other ____
 Other ____
 Other ____
 Other ____
 Other ____
 Other ____

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

KLE
 SELLER | SELLER

Initials

Initials

BUYER | BUYER

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, # 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.

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 guaranties 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 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 09/13. All previous versions of this document may no longer be valid. Copyright January 2014.



LEAD BASED PAINT DISCLOSURE ADDENDUM

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

1 **SELLER:** Karen Grier Attorney in fact for Laverne Turner

2
3 **PROPERTY:** 4114 N 60th St KCKS 66104

4
5 **Lead Warning Statement:**

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

17
18 **Seller's Disclosure (Initial applicable lines)**

19 a) KLE **PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED**
20 **PAINT HAZARDS: (check one below)**

21 ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing
22 (explain).

23
24 ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the
25 housing.

26
27 b) KLE **RECORDS AND REPORTS AVAILABLE TO THE SELLER:**
28 **(check one below)**

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

32
33 ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based
34 paint hazards in the housing.

35
36 **Buyer's Acknowledgment (Initial applicable lines)**

37 c) **BUYER HAS RECEIVED COPIES OF ALL INFORMATION LISTED**
38 **ABOVE**

39 d) **BUYER HAS RECEIVED THE PAMPHLET**
40 **"Protect Your Family from Lead in Your Home"**

41 e) **BUYER HAS: (Check one below)**

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

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

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

48 f) XM Licensee has informed the Seller of the Seller's obligations under 42 U.S.C.
49 4852d and is aware of his/her responsibility to ensure compliance.

50 **Certification of Accuracy**

51 The following parties have reviewed the information above and certify, to the best of their
52 knowledge, the information they have provided is true and accurate.
53
54

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

58 Savonne Turner by
59 Robert E. Eker, Attorney in fact
60
61 **SELLER** DATE **BUYER** DATE
62 2/26/2017
63
64 **SELLER** DATE **BUYER** DATE
65 2/2/17
66
67 **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 09/12. All previous versions of this document may no longer be valid. Copyright January 2014.



PHOTO NOT AVAILABLE

PARCEL INFORMATION

Parcel: 145205
KUPN: 025220400201600001
Status:
Tax Unit: 10
Volume: 24
TD: 1A
Book: 7B
Reference: 0722-0001
Map: 210
Map B22
Section:

PROPERTY DESCRIPTION

Property Address: 4114 N 60TH ST KANSAS CITY KS 66104
Subdivision: MORRISONS SUB
Assessed With Parcel:
Assessed Here Parcel:
Sec-Twp-Range: 00-00-00
Description: L2 LS E 20FT & W 20FT
Book Page: 3671-0396

Frontage: 250.00	Left: 831.00	Right: 831.00	Rear: 250.00
Deeded	Mapped	Mapped	
Acres:	Acres: 4.890	SQFT: 213019.423	

NAME & ADDRESS

Owner Name: TURNER, DONALD H
 TURNER, LAVONNE I

TAX ROLL

TAX YEAR	TD RATE	GENERAL TAXES	SPECIAL TAXES	FEES DUE	TOTAL DUE
2016	169.818000	\$1,135.78	\$0.00	\$0.00	\$0.00
2015	171.818000	\$1,141.10	\$0.00	\$0.00	\$0.00
2014	167.645000	\$1,145.30	\$0.00	\$0.00	\$0.00
2013	178.750373	\$1,217.24	\$0.00	\$0.00	\$0.00
2012	175.344670	\$1,274.88	\$0.00	\$0.00	\$0.00
2011	174.960000	\$1,266.74	\$0.00	\$0.00	\$0.00
2010	167.745000	\$1,207.24	\$0.00	\$0.00	\$0.00
2009	164.663000	\$1,232.44	\$0.00	\$0.00	\$0.00
2008	152.702000	\$1,210.28	\$0.00	\$0.00	\$0.00
2007	155.599000	\$1,330.12	\$0.00	\$0.00	\$0.00
2006	158.510000	\$1,132.68	\$0.00	\$0.00	\$0.00
2005	159.221000	\$1,137.97	\$0.00	\$0.00	\$0.00
2004	158.911000	\$883.47	\$0.00	\$0.00	\$0.00
2003	158.343000	\$879.99	\$0.00	\$0.00	\$0.00
		TOTAL:	\$0.00	\$0.00	\$0.00

LOCATION

Census Tract: 44601
Census Block: 3003
School District: 500
City/Ward/Precinct: 1-13-6

POLITICAL DISTRICTS

UG District: 8
At Large District: 1
Drainage District:
BPU:
Congressional: 3
Representative: 35
Senatorial: 4
Polling Place Address: 6347 LEAVENWORTH
RD - KANSAS CITY, KS
- 66104-1364

APPRAISER INFORMATION

Class: F
Use: Farming / ranch operation (with improvements)
Style: Raised Ranch
ExtWall: Frame, Plywood or Hardboard
Roofing: Composition Shingle
Basement: Full
Foundation: Concrete
HVAC: Warmed & Cooled Air
Rooms: 4
Bedrooms: 2
Full Baths: 1
Half Baths:
Total Fixtures: 6
Living Area: 960
Built: 1965
Phys. Condition: FR
Land Size: 209088

BUYER BROKER REGISTRATION FORM**ONLINE AUCTION DATES: Bidding Opens: Friday, March 24th @ 3:00pm (CST)****Bidding Closes: Tuesday, April 25th @ 3:00pm (CST)****AUCTION LOCATION: 4114 N. 60th St., Kansas City, KS 66104****CLIENT REGISTRATION DEADLINE: Monday, April 24th, 2017 @ 2:00pm. (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 Buyer's Broker Commission shall be paid based on the high bid placed by the registered bidder listed below, (before Buyer's Premium added).
 - To qualify for a Buyer's Broker commission the Broker/Agent:
 - 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 and the closing 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: _____

BROKER/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 _____

AUCTION REAL ESTATE SALES CONTRACT

THIS CONTRACT, made this the _____ day of _____ 2017, 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 (Warranty 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, 2017 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: _____

BUYER: _____

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: _____

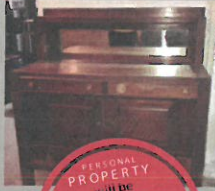
Email: _____

Turner's Orchard

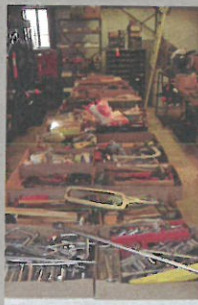
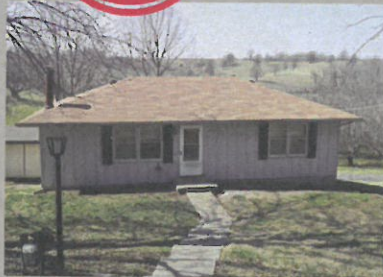
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