

AUCTION

PROPERTY INFORMATION



Find Your Freedom[®]

***32631 W 146th St
Excelsior Springs, MO 64024***



**Heritage Brokers
& Auctioneers**

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**Heritage Brokers
& Auctioneers**

WELCOME AUCTION BIDDERS...!

On behalf of United Country | Heritage Brokers & Auctioneers, 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 100 years, 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 | Heritage Brokers & Auctioneers, feel free to visit our websites: www.BidHeritage.com (for Auctions) and www.BuyHeritage.com (for Traditional Real Estate Sales).

Thanks again for your attendance,

A handwritten signature in black ink that reads "Shawn Terrel".

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

UNITED COUNTRY[®]

in Kansas City since 1925

(877) 318-0438 Office * (816) 420-6219 Fax * 2820 NW Barry Rd., Kansas City, MO 64154

www.BidHeritage.com & www.BuyHeritage.com



 Boundary 1

MISSOURI BROKER DISCLOSURE FORM



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:

- Buyer/Tenant will pay more than the purchase price or lease rate
- Seller/Landlord will accept less than the asking price or lease rate

- Either party will agree to financing terms other than those offered
- Motivating factors for any person buying, selling or leasing the property
- 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 or transaction brokerage:

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:

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

A transaction broker shall not disclose:

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

A transaction broker has no duty to:

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

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

Heritage Brokers & Auctioneers
2820 NW Barry Road
Kansas City, MO 64154



Online Auction Bidders Agreement

THIS IS A LEGALLY BINDING DOCUMENT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH HEREIN, PLEASE CONSULT AN ATTORNEY PRIOR TO SIGNING.

I _____ (Buyer) agree to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if I am declared the high bidder (winning bidder) by the auctioneer during the following auction: **32631 W 146th St., Excelsior Springs, MO 64024**

Legal Description: Lot 2, KING RANCH III S/D. The full legal description shall be provided by the Title Company.

Online Auction Dates:

- o **Online Bidding Opens on Wednesday, August 6th, 2025 at 6:00 pm (CT)**
- o **Online Bidding Closes on Wednesday, September 3rd, 2025 at 6:00 pm (CT)**

By signing below, I agree that I have read and fully understand the Online Auction 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| Heritage Brokers & Auctioneers, 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.

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction by completing and signing the (Online Auction Bidders Agreement), which will be sent by email via DocuSign. Upon completing this registration form and receiving approval, bidding privileges will be turned on. If you need assistance with registration, you may contact **Lucinda Terrel at (816) 420-6257 or by email at lucinda@buyheritage.com**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction (i.e. Internet Auction) bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below.
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders and can be conducted during the advertised property preview dates, or by contacting the auction company at (877) 318-0438.
- 5) **Buyer's Premium:** A **Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place 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. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).

- 6) **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. Purchase and sale are conducted in U.S. Funds only.
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Seller. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by the Auctioneer, no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, or scanned and emailed. A sample purchase contract is available for Bidder to review prior to bidding in the auction.
- 8) **Down Payment:** A Ten Percent (10%) non-refundable down payment based on 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 agents 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, October 2nd, 2025**. Closing shall take place at **Coffelt Land Title, 1201 NW Briarcliff Pkwy, Kansas City, MO 64116**. The closing agent is **Janelle Vergouven**, email is **JVergouven@coffeltlandtitle.com**, phone number is **816-581-2223**. Out of state buyers will be afforded the opportunity to close via email, mail and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Minerals:** The seller's share of minerals (if any) will transfer with the surface at closing.
- 12) **Survey:** No survey is required to transfer the property as the property is legally described. If the buyer desires any additional survey, it shall be at the buyer sole expense.
- 13) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title at closing.
- 14) **Title Insurance:** Owner's Title Insurance Policy in the full amount of the purchase price will be provided by the Seller. Buyer shall be responsible for a Lender's Title Insurance Policy (if any). Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 15) **Taxes:** Seller shall pay any previous years taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 16) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Heritage Brokers & Auctioneers, Broker of record, 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. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount, if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 17) **Soft Close:** If a bid is received within the last 3 minutes of the auction, the auction close time will automatically extend 3 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 18) **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. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

- 19) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers should meet the auction terms and conditions, and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required down payment. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offers at their sole and absolute discretion. All pre-auction offers should allow a minimum of 24 hours for seller's acceptance.

Signature and Information to Follow



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

SELLER: WANDA JEAN HARMAN

PROPERTY: 32631 W. 146th ST., EXCELSIOR SPRINGS, MO 64029

1. NOTICE TO SELLER.

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

2. NOTICE TO BUYER.

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

3. OCCUPANCY.

Approximate age of Property? 18 yrs How long have you owned? Does SELLER currently occupy the Property? Yes No If "No", how long has it been since SELLER occupied the Property? years/months

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

- (a) Any fill or expansive soil on the Property? Yes No
(b) Any sliding, settling, earth movement, upheaval or earth stability problems on the Property? Yes No
(c) The Property or any portion thereof being located in a flood zone, wetlands area or proposed to be located in such as designated by FEMA which requires flood insurance? Yes No
(d) Any drainage or flood problems on the Property or adjacent properties? Yes No
(e) Any flood insurance premiums that you pay? Yes No
(f) Any need for flood insurance on the Property? Yes No
(g) Any boundaries of the Property being marked in any way? Yes No
(h) The Property having had a stake survey? If "Yes", attach copy. Yes No
(i) Any encroachments, boundary line disputes, or non-utility easements affecting the Property? Yes No
(j) Any fencing on the Property? Yes No If "Yes", does fencing belong to the Property? N/A Yes No
(k) Any diseased, dead, or damaged trees or shrubs on the Property? I don't know Yes No
(l) Any gas/oil wells, lines or storage facilities on Property or adjacent property? Yes No
(m) Any oil/gas leases, mineral, or water rights tied to the Property? Yes No

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

S. FENCE ON SOUTH & WEST SIDES.

WJH SELLER

Initials

Initials

BUYER BUYER

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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? unknown
- (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 unknown
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): _____

D.J.H. Initials _____ Initials _____
SELLER | SELLER BUYER | BUYER

10. HEATING AND AIR CONDITIONING.

- (a) Does the Property have air conditioning? ... Yes [X] No []
[X] Central Electric [] Central Gas [] Heat Pump [] Window Unit(s)
Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
1.
2.
(b) Does the Property have heating systems? ... Yes [X] No []
[X] Electric [] Fuel Oil [] Natural Gas [] Heat Pump [] Propane
[] Fuel Tank [] Other
Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
1.
2.
(c) Are there rooms without heat or air conditioning? ... Yes [] No [X]
If "Yes", which room(s)?
(d) Does the Property have a water heater? ... Yes [X] No []
[X] Electric [] Gas [] Solar
Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By Whom?
1.
2.
(e) Are you aware of any problems regarding these items? ... Yes [] No [X]
If "Yes", explain in detail:

11. ELECTRICAL SYSTEM.

- (a) Type of material used: [] Copper [] Aluminum [X] Unknown
(b) Type of electrical panel(s): [X] 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 [X]
If "Yes", explain in detail:

12. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:

- (a) Any underground tanks on the Property? ... Yes [] No [X]
(b) Any landfill on the Property? ... Yes [] No [X]
(c) Any toxic substances on the Property, (e.g. tires, batteries, etc.)? ... Yes [] No [X]
(d) Any testing for any of the above-listed items on the Property? ... Yes [] No [X]
(e) Any professional testing/mitigation for radon on the Property? ... Yes [] No [X]
(f) Any professional testing/mitigation for mold on the Property? ... Yes [] No [X]
(g) Any other environmental issues? ... Yes [] No [X]
(h) Any methamphetamine or controlled substances ever being used or manufactured on the Property? ... Yes [] No [X]
(In Missouri, a separate disclosure is required if methamphetamine or other controlled substances have been present on or in the Property.)

[W.J.H.] Initials Initials
SELLER SELLER BUYER BUYER

193 If any of the answers in this section are "Yes", explain in detail (attach test results and other
194 documentation): _____
195 _____
196 _____
197 _____
198 _____

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

- 200 (a) Any current/pending bonds, assessments, or special taxes that
201 apply to Property? Yes No
202 If "Yes", what is the amount? \$ _____
203 (b) Any condition or proposed change in your neighborhood or surrounding
204 area or having received any notice of such? Yes No
205 (c) Any defect, damage, proposed change or problem with any
206 common elements or common areas? Yes No
207 (d) Any condition or claim which may result in any change to
208 assessments or fees? Yes No
209 (e) Any streets that are privately owned? Yes No
210 (f) The Property being in a historic, conservation or special review district that
211 requires any alterations or improvements to the Property be approved by a
212 board or commission? Yes No
213 (g) The Property being subject to tax abatement? Yes No
214 (h) The Property being subject to a right of first refusal? Yes No
215 (i) The Property being subject to covenants, conditions, and restrictions of a
216 Homeowner's Association or subdivision restrictions? Yes No
217 (j) Any violations of such covenants and restrictions? N/A Yes No
218 (k) The Homeowner's Association imposing its own transfer fee and/or
219 initiation fee when the Property is sold? N/A Yes No
220 If "Yes", what is the amount? \$ _____
221 _____

222 Homeowner's Association dues are paid in full until _____ in the amount of \$ _____
223 payable yearly semi-annually monthly quarterly, sent to _____ and
224 such includes: _____
225 Homeowner's Association/Management Company contact name, phone number, website, or email
226 address: _____
227 _____
228 _____

229 If any of the answers in this section are "Yes" (except i and k), explain in detail (attach other
230 documentation): _____
231 _____
232 _____
233 _____

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

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

<table border="1"><tr><td>W.J.H.</td></tr></table> Initials	W.J.H.	_____	Initials	<table border="1"><tr><td> </td><td> </td></tr></table> BUYER BUYER		
W.J.H.						
SELLER SELLER						

237 **15. OTHER MATTERS. ARE YOU AWARE OF:**

- 238 (a) Any of the following?
 239 Party walls Common areas Easement Driveways Yes No
- 240 (b) Any fire damage to the Property? Yes No
- 241 (c) Any liens, other than mortgage(s)/deeds of trust currently on the Property? .. Yes No
- 242 (d) Any violations of laws or regulations affecting the Property? Yes No
- 243 (e) Any other conditions that may materially affect the value
 244 or desirability of the Property? Yes No
- 245 (f) Any other condition, including but not limited to financial, that may prevent
 246 you from completing the sale of the Property? Yes No
- 247 (g) Any general stains or pet stains to the carpet, the flooring or sub-flooring? .. Yes No
- 248 (h) Missing keys for any exterior doors, including garage doors to the Property?
 249 List locks without keys _____ Yes No
- 250 (i) Any violations of zoning, setbacks or restrictions, or non-conforming uses? .. Yes No
- 251 (j) Any unrecorded interests affecting the Property? Yes No
- 252 (k) Anything that would interfere with giving clear title to the BUYER? Yes No
- 253 (l) Any existing or threatened legal action pertaining to the Property? Yes No
- 254 (m) Any litigation or settlement pertaining to the Property? Yes No
- 255 (n) Any added insulation since you have owned the Property? Yes No
- 256 (o) Having replaced any appliances that remain with the Property in the
 257 past five years? Yes No
- 258 (p) Any transferable warranties on the Property or any of its
 259 components?..... Yes No
- 260 (q) Having made any insurance or other claims pertaining to the Property
 261 in the past 5 years? Yes No
- 262 If "Yes", were repairs from claim(s) completed? N/A Yes No
- 263 (r) Any use of synthetic stucco on the Property? Yes No

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

265 O. MICROWAVE 3 YRS OLD -

266 _____

267 _____

268 _____

269 _____

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

271 Electric Company Name: PLATTE CLAY ELCC Phone # 816-628-3121

272 Gas Company Name: N/A Phone # _____

273 Water Company Name: RAY COUNTY Phone # 816-776-2691

274 _____

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

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

W.J.H. Initials
 SELLER | SELLER

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 OS 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 Fireplace Heat Re-circulator
- 305 Fireplace Insert
- 306 NA Fireplace Gas Logs
- 307 Fireplace Gas Starter
- 308 Fireplace – Wood Burning Stove, # ___
- 309 NA Fountain(s)
- 310 OS Furnace/Heat Pump/Other Htg System
- 311 OS Garage Door Keyless Entry
- 312 OS Garage Door Opener(s), # ___
- 313 OS Garage Door Transmitter(s), # ___
- 314 NA Gas Yard Light
- 315 NA Humidifier
- 316 NA Intercom
- 317 NA Jetted Tub
- 318 KITCHEN APPLIANCES
- 319 NA ~~OS~~ Cooktop ~~OS~~ Elec. ___ Gas
- 320 OS Dishwasher
- 321 OS Disposal
- 322 NA Freezer
- 323 Location _____
- 324 NA Icemaker (freestanding)
- 325 OS Microwave Oven
- 326 OS Oven
- 327 Elec. ___ Gas ___ Convection
- 328 OS Refrigerator (#1)
- 329 Location _____
- 330 NA Refrigerator (#2)
- 331 Location _____
- 332 OS Stove/Range Elec. ___ Gas
- 333 NA Trash Compactor
- 334 OS Laundry - Washer
- 335 OS Laundry - Dryer
- 336

MOUNTED ENTERTAINMENT EQUIPMENT

- Item #1 _____
- Location _____
- Item #2 _____
- Location _____
- Item #3 _____
- Location _____
- 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 _____
- 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 _____

W.J.H. Initials
 SELLER SELLER

Initials _____
 BUYER BUYER

343 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the
344 foregoing Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure
345 Statement to be a warranty or guarantee of any kind. SELLER hereby authorizes the Licensee assisting
346 SELLER to provide this information to prospective BUYER of the Property and to real estate brokers and
347 salespeople. SELLER will promptly notify Licensee assisting the SELLER, in writing, if any
348 information in this disclosure changes prior to Closing, and Licensee assisting the SELLER will
349 promptly notify Licensee assisting the BUYER, in writing, of such changes. (SELLER and BUYER
350 initial and date any changes and/or attach a list of additional changes. If attached, # of
351 pages).

352

353 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**
354 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
355 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**
356

357

358 Wanda J Harman 7-10-25
359 SELLER DATE SELLER DATE
360

361 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

362

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

377

378

379

380 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.

Ray Co, MO Collector's Office – Julie Chowning, Collector

100 W. Main, Suite 12 – Richmond, MO 64085 – Phone: 816-776-2187

General Information

Account Number 05083300000007019
Owner Name HARMAN, BUDDY ETUX
 WANDA J
Mailing Address 32631 W 146TH ST
 EXCELSIOR SPRINGS MO
 64024-0000
Year/Bill Type **2024 Real Estate**
Date Paid 12-10-2024
Status PAID
City Name RURAL
Property Address 32631 WEST 146TH
 EXCELSIOR SPRINGS
 64024-0000
 EXCELSIOR SPRINGS

Bill Number 2403795
Taxpayer ID 007801
Tax Market Value 278,810
Tax Assessed Value 52,970
Paid Tax \$3,766.36
Penalties / Interest / Fees \$0.00
Minus Deposits \$0.00
Total Paid **\$3,766.36**

Tax Details

Taxing Authority	District Name	Tax Levy	Tax Amount
ROAD	COUNTY ROAD	0.4176	\$221.20
SCHOOL	EXCELSIOR	5.2262	\$2,768.31
NURSE HOME	SHIRKEY'S	0.1348	\$71.40
AMBULANCE	COUNTY	0.1547	\$81.94
HEALTH CTR		0.0902	\$47.78
NOXIOUS WD		0.0451	\$23.89
FIRE	WOOD HGTS	0.2648	\$140.26
STATE		0.0300	\$15.89
CAP IMP		0.0756	\$40.05
LIBRARY		0.1928	\$102.13
HOSPITAL		0.1712	\$90.68
SHELTR WK		0.1712	\$90.68
MENTAL HLTH		0.0901	\$47.73
SUR TAX		0.0000	\$0.00
LATE ASMT CHG		0.0000	\$0.00
CITY GF	RURAL	0.0000	\$0.00
CITY T2	RURAL	0.0000	\$0.00
CITY T3	RURAL	0.0000	\$0.00
SR CITIZEN		0.0461	\$24.42
Special Assessment			\$0.00
Totals		7.1104	\$3,766.36

Property Details

Valuations	Appraised	Assessed	Tax Amounts
Agr. Value	0	0	0.00
Res. Value	278,810	52,970	3,766.36
Com. Value	0	0	0.00
F C Value	0	0	0.00
Special			
Totals	278,810	52,970	3,766.36

Acres: 5.310

Legal Description

LOT 2 KING RANCH III S/D

Sect	033	Lot
Twp	053	Blk
Rng	029	Lot

THIS IS A PAID TAX RECEIPT MEMORANDUM

©2025 GovernmentOR – Generated on August 6, 2025 a 12:47 PM Central Time

CLOSING OFFICE

**Coffelt Land Title, Inc.
14 S. Broadway, Louisburg, KS 66053
816-581-2223
Closer: Janelle Vergouven
Office email: Louisburg@coffeltlandtitle.com**

July 25, 2025

COMMITMENT NO.: 25080220

LEGAL DESCRIPTION: Lot 2, KING RANCH III S/D

SELLER: Wanda Harman
BUYER: TBD
PROPERTY ADDRESS: 32631 W. 146th St, Excelsior Springs, MO 64024

Enclosed is your Commitment for Title Insurance and applicable privacy policies, along with a preliminary estimate of charges.

Upon request from the above escrow office, the closing protection letter, wire instructions and estimated statement will be sent.

Standard Residential Schedule of Fees

Seller/Cash Buyer Closing Fee	\$280.00
Standard Buyer Loan Closing Fee/Refinance	\$370.00
Loan Funding Fee	\$50.00
Closing Protection Letter	\$25.00 each buyer/seller (Missouri only)
Wire/Delivery Handling Fees	\$ split 50/50 buyer/seller
E-file Fee (Estimated)	\$10.50
Title Policy Costs	See Schedule A of Title Commitment
All other services	Please contact your closer

CLOSING INFORMATION NOTE: If the closing for the subject property is to be conducted by Coffelt Land Title, Inc. we require all monies due from the purchaser to be in the form of a Cashier's Check, Certified Check or Wire Transfer. If the sale proceeds or any "payoffs" pursuant to the closing require "Good Funds," then monies received by us for such must be by bank or wire transfer. The above applies to all closings unless other specific arrangements are made. Due to wide variances in banking practices and lack of control over the funds "on the wire," we cannot accept financial responsibility for delays in the clearing of funds. All parties understand and agree that any escrow funds being held by Escrow Agent will be retained in an interest-bearing account with any interest earned being retained by the Escrow Agent.

FOR INFORMATIONAL PURPOSES ONLY: Please read the exceptions and the terms shown or referred to herein carefully. The exceptions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

If you have any questions regarding the commitment, the closing of your transaction or the related fees, please contact the closing office listed above. We appreciate the opportunity to do business with you and look forward to servicing your closing and title insurance needs.



Fidelity National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE

issued by
FIDELITY NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.


THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

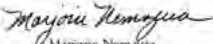
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a California corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemejova
Secretary

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27C170B25

ALTA Commitment for Title Insurance (7-1-21) w-MO Mod

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Fidelity National Title Insurance Company

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements; and
- f. Schedule B, Part II - Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

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Fidelity National Title Insurance Company

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

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Fidelity National Title Insurance Company

f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION - INTENTIONALLY DELETED

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Coffelt Land Title, Inc.
Issuing Office: 14 S. Broadway, Louisburg, KS 66053
Issuing Office's ALTA® Registry ID:
Commitment No.: 25080220
Issuing Office File No.: 25080220
Property Address: 32631 W. 146th St, Excelsior Springs, MO 64024

SCHEDULE A

1. Commitment Date: July 14, 2025 at 08:00 AM

2. Policy to be issued:

(a) 2021 ALTA Owners Policy (07/01/21)

Proposed Insured: TBD

Proposed Policy Amount: TBD

Premium: \$0.00

Title Services Fee: \$0.00

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Buddy Harman and Wanda Jean Harman, husband and wife

5. The Land is described as follows:

Lot 2, KING RANCH III, a subdivision in Ray County, Missouri, Excelsior Springs, Missouri, according to the recorded plat thereof.

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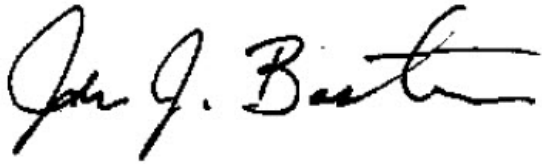
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SCHEDULE A
(Continued)

Coffelt Land Title Inc.



John J. Bastion, Title Manager

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SCHEDULE B, PART I - REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. **Title shown on schedule "A" hereof is as it last appears of record. We have been informed of the death of Buddy Harman, and in this regard we require that the conveyance contain a recital setting forth the date and place of death Buddy Harman and that Buddy Harman and Wanda Jean Harman remained continuously married until the date of Buddy Harman's death.**
7. The recording of a properly executed warranty deed from Wanda Jean Harman, and spouse, if any to TBD.
8. **Payment and Release of record of the Deed of Trust executed by Buddy Harman and Linda Harman to Donald S. Miller, Trustee for Mortgage Electronic Registration Systems, Inc., as nominee for Hometown Equity Mortgage of Saint Louis, Inc., the originating "Lender", its successors and/or assigns, dated 08/29/2011 and recorded 09/06/2011 as Document No. in Book 1640 at Page 19, securing a note in the original amount of \$195,756.00.**

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SCHEDULE B, PART I

(Continued)

9. We must be provided evidence satisfactory to the company that no labor or materials has been provided for the improvement of the property in the last 6 months or for examination a satisfactory mechanic lien inspection provided by a third party. Upon receipt of the same, we reserve the right to make further requirements.

In the alternative, if improvements have been made to the subject property, a Notice of Intended sale must be recorded in the office of the Recorder of Deeds in the county in which the property is located, and contain an intended sale date not less than 45 days from the date of recording of the Notice of Intent pursuant to Mo.Rev.Stat. 429.016. Closing may then only occur after the stated intended sale date, but no more than 90 days after the intended sale date.

For Informational Purposes Only Regarding Taxes

Property Address: 32631 West 146th, Excelsior Springs, MO.

Tax I.D. No.: 0508330000007019

2024 St./Co./Ci. Real Estate Tax: \$3,766.36 (Paid)

2025 Assessed Value: \$52,970.00

2024 Mill Levy: 71104

2023 and prior are paid

For Informational Purposes Only Regarding 24 Month Chain of Title

Missouri Warranty Deed executed by Vernon King and Ruth King, husband and wife to Buddy Harman and Linda Harman filed 03/14/2007 as Document No. 74229 in Book 1420 at Page 59.

Quit Claim Deed executed by Buddy Harman, a married person to Buddy Harman and Wanda Jean Harman, husband and wife filed 04/04/2022 in Book 2147 at Page 35. (NOTE: Said Deed contains the death recital for Linda Harman with her date of death being 06/26/2012 and states Buddy Harman was married to Linda Harman at the time they acquired title of said property and remained married, never having been divorced, until her death. Said Deed also has note that Buddy Harman is married to Wanda Jean Harman.)

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SCHEDULE B, PART II - EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim or other matter, that appears for the first time in the Public Records or is created, attaches, or is disclosed between Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records.
4. Any encumbrance, violation, variation, or adverse circumstance, boundary lines overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
5. Any lien or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. The paragraph titled "Arbitration" in the conditions of this policy is hereby deleted.
8. Taxes for 2025 and subsequent years.
9. Special Assessments, if any, due or pending to the City of Excelsior Springs.
10. Building Set-back Lines which are shown by the recorded plat over a portion of the premises described herein.
11. Public Utility Easement granted by the recorded plat over a portion of the premises described herein.
12. Building and use restrictions created by the recorded plat, as more fully described therein.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C170B25

ALTA Commitment for Title Insurance (7-1-21) w-MO Mod

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25080220

SCHEDULE B, PART II

(Continued)

13. Right, title and interest, if any, of Jeff Hamilton Harman, Vickie Lynn Propst, Amy Lynette Querry, Adam Brett Harman, in equal shares, per stirpes as grantee beneficiary(s) under Beneficiary Deed executed by Buddy Harman and Wanda Jean Harman, husband and wife as grantor(s) dated 03/30/2022 and recorded on 04/04/2022, under Document No. in Book 2147 at Page 36.

NOTE: Upon completion of this transaction, by the grantor(s) in the above Beneficiary Deed, this exception will be deleted from the policy(s) when issued.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance (7-1-21) w-MO Mod

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25080220

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2025

Fidelity National Title Insurance Company, and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information);
- biometric data (e.g. fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following categories of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you;
- To improve our products and services;
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, and our affiliates', services, jointly or independently;
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose the categories of Personal Information and Browsing Information listed above for the following purposes:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

State-Specific Consumer Privacy Information:

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link [Privacy Request](#) or email privacy@fnf.com, or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets; Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

FNF is the controller of the following businesses registered with the Secretary of State in Oregon:

Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Tigor Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Tigor Title Company of California, Exos Valuations, Fidelity & Guaranty Life Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at Privacy@fnf.com, or by mail to:

Fidelity National Title Insurance Company
601 Riverside Avenue
Jacksonville, Florida 32204

COFFELT LAND TITLE, INC.

PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Coffelt Land Title, Inc. .

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

ATTENTION!!!!!!!

DON'T BECOME A VICTIM OF WIRE FRAUD.

Call Your Closer!

**DO NOT WIRE FUNDS
WITHOUT VOICE VERIFYING
WIRING INSTRUCTIONS WITH
YOUR CLOSER**

Wire Fraud, Email Spoofing and Phishing Schemes are at an all-time high. To protect yourself and/or your clients, please make sure that any wiring instructions you receive are authentic, regardless how legitimate they look. These fraudsters are very talented in generating emails which look very similar to or identical to those you might receive from your closer.

Thank you for choosing Coffelt Land Title, Inc. and for helping us to protect your funds.





CLOSING OFFICE

Coffelt Land Title, Inc.
14 S. Broadway, Louisburg, KS 66053
816-581-2223
Closer: Janelle Vergouven
Office e-mail: Louisburg@coffeltlandtitle.com

**TITLE INSURANCE PREMIUM AND TITLE SERVICE CHARGE
DISCLOSURE STATEMENT (T-1 FORM)**

Based upon the information available to us at this time, we estimate that you will pay as part of your residential real estate transaction the following premiums, charges and/or fees:

1. Title Insurance Premium:	
Owner's Policy Premium	\$0.00
Loan Policy Premium	\$
2. Closing Protection Fee (per policy issued):	\$25.00
3. Title Service Charge(s) (i.e. search and examination, clearing items, etc.):	
Title Service-S	\$0.00
Title Service-B	\$
4. Closing Charge(s):	
Settlement Closing Fee (S)	\$280.00
Settlement Closing Fee (B)	\$370.00

Title insurance premium and a closing protection fee have been calculated according to rates filed with Missouri's insurance director. However, title service charges, closing charges and other fees are not limited by state law.

For further general information regarding title insurance, you may visit the Missouri Insurance website at www.insurance.mo.gov or call the Missouri Department of Insurance, Financial Institutions and Professional Registration at (800)726-7390.

Date

Title Agent - Janelle Vergouven

Seller:

Buyer:

Wanda Harman

TBD

AUCTION REAL ESTATE SALES CONTRACT

THIS CONTRACT, made this the 3rd day of September 2025, by and between Wanda Jean Harman whose address is 32631 W 146th St., Excelsior Springs, MO 64024 (herein referred to as "Seller") 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 **32631 W 146th St., Excelsior Springs, MO 64024** and further described as follows:
Legal Description: Lot 2, KING RANCH III, a subdivision in Ray County, Missouri, Excelsior Springs, Missouri, according to the recorded plat thereof.

2. High Bid Price	\$ _____
Buyer's Premium (10%)	\$ _____
Total Purchase Price	\$ _____
Non-Refundable Down Payment/Deposit	\$ _____
In U.S. Funds, based on 10% of the Total Purchase Price, to be held in a 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 be on or by **Thursday, October 2nd, 2025**. Closing shall take place at **Coffelt Land Title, 1201 NW Briarcliff Pkwy, Kansas City, MO 64116**. The closing agent is **Janelle Vergouven**, email is **JVergouven@coffeltlandtitle.com**, phone number is **816-581-2223**. At Closing, Seller shall deliver to Buyer a **Warranty Deed** (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 the last day of the year of closing and shall deliver Seller a copy of the tax receipts evidencing payment thereof within ten (10) days after payment. 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 the Owner's Title Policy and Title Commitment, (50%) of the closing agents closing fee, and all costs relating to tax certificates and overnight courier fees and messenger charges on behalf of the Seller. Seller shall also pay for any survey cost (if required), but limited to providing a complete legal description.

(b) **Buyer's Costs.** At Closing, Buyer shall pay for any Lender's Title Policy, the recording costs of the Deed, overnight courier fees and messenger charges on behalf of the Buyer, escrow fees (if any), (50%) of the closing agent's closing fees, 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 **Thursday, October 2nd 2025**. 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 - Heritage Brokers & Auctioneers ("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 Auctioneer.

(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 representatives. 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 or Broker of Record.

(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.

Potential Proximity of Registered Offenders to Property: In Missouri, law requires persons who are convicted of certain crimes, including sexually violent crimes, to register with the Sheriff of the county in which they reside. If you, as the Buyer, desire information regarding those registrants, you may find information on the homepage of the Missouri State Highway Patrol, at <https://www.mshp.dps.missouri.gov/CJ38/search.jsp> or Buyer should contact the Sheriff of the county in which the Property is located.

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 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 the Property will be conveyed to the Buyer.
- (e) The Property is selling subject to any restrictive covenants and easements as shown in the Title Commitment and the Survey.

11. **FIXTURES AND PERSONAL PROPERTY.** Only the fixtures currently attached to or located upon the Property at the time of closing 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. **BROKER AGENCY.**

- (a) **Agency Disclosure.** Auctioneer and Broker of Record are an agent for Seller in this transaction and is to be paid a commission by Seller pursuant to a separate written listing agreement between Seller and Auctioneer/ Broker of Record.
- (b) **Franchise Disclosure.** Although one or more of the Brokers is a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

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 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, Broker of Record, 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 State Statutes), 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.

27. **POSSESSION:** Possession of the property will be given upon payment in full of the purchase price and transfer of title at closing.

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

FOR REVIEW