



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

1 **SELLER (Indicate Marital Status):** Scott T Visocsky and Elizabeth A Visocsky (AMC)

5 **PROPERTY:** 1501 Phillips RD Perry, KS 66073

7 **1. NOTICE TO SELLER.**

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

14 **2. NOTICE TO BUYER.**

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

19 **3. OCCUPANCY.**

20 Approximate age of Property? 1998 started (except for cellar and garage - unknown) How long have you owned? Since Sept. 1995

21 Does SELLER currently occupy the Property? Yes No

22 If "No", how long has it been since SELLER occupied the Property? _____ years/months

24 **4. TYPE OF CONSTRUCTION.** Manufactured Modular Conventional/Wood Frame
25 Mobile Other _____

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

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

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

51 g. fence line & tree line approximate property lines - j. combo of goat fence (most)
52 and barbed wire.

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6. ROOF.

- July 2022
- a. Approximate Age: 3mos years Unknown Type: Shingle (Architectural)
- b. Have there been any problems with the roof, flashing or rain gutters? Yes No
If "Yes", what was the date of the occurrence? _____
- c. Have there been any repairs to the roof, flashing or rain gutters? Yes No
Date of and company performing such repairs _____
- d. Has there been any roof replacement? Yes No
If "Yes", was it: Complete or Partial
- e. What is the number of layers currently in place? one layers or Unknown.

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

7. INFESTATION. ARE YOU AWARE OF:

- a. Any termites, wood destroying insects, or other pests on the Property? Yes No
- b. Any damage to the Property by termites, wood destroying insects or other pests? Yes No
- c. Any termite, wood destroying insects or other pest control treatments on the Property in the last five (5) years? Yes No
If "Yes", list company, when and where treated _____
- d. Any current warranty, bait stations or other treatment coverage by a licensed pest control company on the Property? Yes No
If "Yes", the annual cost of service renewal is \$ _____ and the time remaining on the service contract is _____
(Check one) The treatment system stays with the Property or the treatment system is subject to removal by the treatment company if annual service fee is not paid.

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

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

- a. Any movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab? Yes No
- b. Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage? Yes No
- c. Any corrective action taken including, but not limited to piercing or bracing? Yes No
- d. Any water leakage or dampness in the house, crawl space or basement? Yes No
- e. Any dry rot, wood rot or similar conditions on the wood of the Property? Yes No
- f. Any problems with windows or exterior doors? Yes No
- g. Any problems with driveways, patios, decks, fences or retaining walls on the Property? Yes No
- h. Any problems with fireplace including, but not limited to firebox, chimney, chimney cap and/or gas line? N/A Yes No
Date of any repairs, inspection(s) or cleaning? _____
Date of last use? woodstove: last this spring, fireplace approx. 5 yrs
- i. Does the Property have a sump pump? Yes No
If "Yes", location: cellar
- j. Any repairs or other attempts to control the cause or effect of any problem described above? Yes No

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

b. garage floor has cracks & midroom wall has crack
basement/cellar i. sump pump is in a rigid

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9. ADDITIONS AND/OR REMODELING.

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

10. PLUMBING RELATED ITEMS.

- a. What is the drinking water source? Public Private Well Cistern
If well water, state type drilled w/elec. pump depth approx 5500 feet
diameter 4 inch age approx 25 yrs
- 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? 2000 approx - only remember that they said it was safe
- c. Is there a water softener on the Property? Yes No
If "Yes", is it: Leased Owned? Leased - through city of Lawrence water.
- 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, Number of Tanks one Cesspool Lagoon Other
- f. The location of the sewer line clean out trap is: North side of house
- 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? 1 yr. ago By whom? Honey Bee
- j. Is there a sprinkler system? Yes No
Does sprinkler system cover full yard and landscaped areas? N/A Yes No
If "No", explain in detail: _____
- k. Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage related systems? Yes No
- l. Type of plumbing material currently used in the Property:
 Copper Galvanized PVC PEX Other _____
The location of the main water shut-off is: in the cellar & in the well house
- m. Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? N/A Yes No

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

9.9. 1st addition to original A frame house was done in 1998. 2nd addition was done in 2002. Built barn/shop in 2006. Last addition to house was done in approx. 2008. Built outbuildings as need arose.

10.0. Yes, the water softener is on the main water line in the cellar - salt system.
d. purifier on the kitchen sink tap and the main kitchen fridge water

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3yrs - Heat/AC apt. unit

11. HEATING AND AIR CONDITIONING.

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

Unit	Age of Unit	Leased	Owned	Location	Last Date Serviced/By Whom?
1.	24 yrs		X	Main house	
2.	20 yrs 3 yrs		X	2 story addition - west wing	this spring

b. Does the Property have heating systems? Yes No
 Electric Fuel Oil Natural Gas Heat Pump Propane
 Fuel Tank Other

Unit	Age of Unit	Leased	Owned	Location	Last Date Serviced/By Whom?
1.	24 yrs		X	Main house	
2.	20 yrs 3 yrs		X	2 story addition - west wing	

c. Are there rooms without heat or air conditioning? guest house Yes No
 If "Yes", which room(s)?

d. Does the Property have a water heater? Yes No
 Electric Gas Solar Tankless

Unit	Age of Unit	Leased	Owned	Location	Capacity	Last Date Serviced/By Whom?
1.	11 yrs		X	Main house		
2.	20 yrs 16 yrs		X	2 story - west wing		

e. Are you aware of any problems regarding these items? guest house Yes No
 If "Yes", explain in detail:

also have utilities in guesthouse - central air, heat & hot water and have apartment unit for supplemental heat & air in in-law quarters.

12. ELECTRICAL SYSTEM.

a. Type of material used: Copper Aluminum Unknown

b. Type of electrical panel(s): Breaker Fuse
 Location of electrical panel(s): cellar, laundry room, garage, guesthouse
 Size of electrical panel(s) (total amps), if known:

c. Are you aware of any problem with the electrical system? Yes No
 If "Yes", explain in detail:

13. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:

a. Any underground tanks on the Property? Yes No

b. Any landfill on the Property? Yes No

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

d. Any contamination with radioactive or other hazardous material? Yes No

e. Any testing for any of the above-listed items on the Property? Yes No

f. Any professional testing/mitigation for radon on the Property? Yes No

g. Any professional testing/mitigation for mold on the Property? Yes No

h. Any other environmental issues? Yes No

i. Any controlled substances ever manufactured on the Property? Yes No

j. Any methamphetamine ever manufactured on the Property? Yes No

(In Missouri, a separate disclosure is required if methamphetamine or other controlled substances have been produced on the Property, or if any resident of the Property has been convicted of the production of a controlled substance.)

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

SV M Initials _____ Initials

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- 205 **14. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:**
- 206 a. The Property located outside of city limits? Yes No
- 207 b. Any current/pending bonds, assessments, or special taxes that
- 208 apply to Property? Yes No
- 209 If "Yes", what is the amount? \$ _____
- 210 c. Any condition or proposed change in your neighborhood or surrounding
- 211 area or having received any notice of such? Yes No
- 212 d. Any defect, damage, proposed change or problem with any
- 213 common elements or common areas? Yes No
- 214 e. Any condition or claim which may result in any change to assessments or fees? Yes No
- 215 f. Any streets that are privately owned? Yes No
- 216 g. The Property being in a historic, conservation or special review district that
- 217 requires any alterations or improvements to the Property be approved by a
- 218 board or commission? Yes No
- 219 h. The Property being subject to tax abatement? Yes No
- 220 i. The Property being subject to a right of first refusal? Yes No
- 221 If "Yes", number of days required for notice: _____
- 222 j. The Property being subject to covenants, conditions, and restrictions of a
- 223 Homeowner's Association or subdivision restrictions? Yes No
- 224 k. Any violations of such covenants and restrictions? N/A Yes No
- 225 l. The Homeowner's Association imposing its own transfer fee and/or
- 226 initiation fee when the Property is sold? N/A Yes No
- 227 If "Yes", what is the amount? \$ _____

228 Homeowner's Association dues are paid in full until _____ in the amount of \$ _____

229 payable yearly semi-annually monthly quarterly, sent to _____ and

230 such includes: _____

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

232 14.a. We are 1/2 way between the towns of Lawrence & Perry Kansas.

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

234 documentation: _____

235 **15. PREVIOUS INSPECTION REPORTS.**

236 Has Property been inspected in the last twelve (12) months? Yes No

237 If "Yes", a copy of inspection report(s) are available upon request.

238 **16. OTHER MATTERS. ARE YOU AWARE OF:**

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

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

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

275 16.9. 2 dogs, 1 snake, 1 leopard gecko, chideus, guinea pigs, cows
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277 p. All new kitchen appliances: fridge, micro, stove, dishwasher
278 (v/water filter) (3 drawer)

279 **17. UTILITIES.** Identify the name and phone number for utilities listed below.

280 Electric Company Name: <u>Energy</u>	Phone #	<u>800-383-1183</u>
281 Gas Company Name: <u>Pinnacle</u>	Phone #	<u>785-843-4655</u>
282 Water Company Name: <u>NA</u>	Phone #	
283 Trash Company Name: <u>Waste Mgt.</u>	Phone #	<u>888-516-6310</u>
284 Other:	Phone #	
285 Other:	Phone #	

287 **18. ELECTRONIC SYSTEMS AND COMPONENTS.**
288 Any technology or systems staying with the Property? N/A Yes No
289 If "Yes" list:

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293 Upon Closing SELLER will provide BUYER with codes and passwords, or items will be reset to factory settings.

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295 **19. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS).**
296 The Residential Real Estate Sale Contract, including this paragraph of the residential Seller's Disclosure and
297 Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other promotional material, provides for
298 what is included in the sale of the Property. Items listed in the "Additional Inclusions" or "Exclusions" in
299 Subparagraphs 1b and 1c of the Contract supersede the Seller's Disclosure and the pre-printed list in Paragraph 1
300 of the Contract. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller's Disclosure and the pre-
301 printed list govern what is or is not included in this sale. If there are differences between the Seller's Disclosure and
302 the Paragraph 1 list, the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the
303 "Additional Inclusions" and/or the "Exclusions" in Paragraph 1b and/or 1c, all existing improvements on the Property
304 (if any) and appurtenances, fixtures and equipment (which seller agrees to own free and clear), whether buried,
305 nailed, bolted, screwed, glued or otherwise permanently attached to Property are expected to remain with Property,
306 including, but not limited to:

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|---|--|
| 307 Attached shelves, racks, towel bars | Fireplace grates, screens, glass doors |
| 308 Attached lighting | Mounted entertainment brackets |
| 309 Attached floor coverings | Plumbing equipment and fixtures |
| 310 Bathroom vanity mirrors, | Storm windows, doors, screens |
| 311 attached or hung | Window blinds, curtains, coverings |
| 312 Fences (including pet systems) | and window mounting components |

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

317 "OS" = Operating and Staying with the Property (any item that is performing its intended function).

318 "EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable
319 Condition.

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

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

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324 NA Air Conditioning Window Units, # _____

325 OS Air Conditioning Central System _____

326 NA Attic Fan _____

327 OS Ceiling Fan(s), # 9

328 NA Central Vac and Attachments _____

329 OS Closet Systems _____

330 Location _____

331 NA Doorbell _____

332 NA Electric Air Cleaner or Purifier _____

333 NA Electric Car Charging Equipment _____

334 OS Exhaust Fan(s) - Baths _____

335 NA Fences - Invisible & Controls _____

336 Fireplace(s), # _____

337 Location #1 Family room Location #2 Livingroom

338 OS Chimney in walkout basement OS Chimney - stove pipe

339 NA Gas Logs NA Gas Logs

340 NA Gas Starter NA Gas Starter

341 OS Heat Re-circulator NA Heat Re-circulator

342 OS Insert NA Insert

343 NA Wood Burning Stove OS Wood Burning Stove

344 Other _____ Other _____

345 NA Fountain(s) _____

346 OS Furnace/Heat Pump/Other Heating System _____

347 OS Garage Door Keyless Entry _____

348 OS Garage Door Opener(s), # 5

349 Garage Door Transmitter(s), # a lot

350 NA Gas Yard Light _____

351 NA Humidifier _____

352 NA Intercom _____

353 OS Jetted Tub _____

354 KITCHEN APPLIANCES

355 Cooking Unit

356 OS Cooktop X Elec. Gas

357 OS Microwave Oven _____

358 OS Oven _____

359 X Elec. Gas X Convection + Air fryer

360 OS Stove/Range _____

361 X Elec. Gas X Convection + Air fryer

362 OS Dishwasher _____

363 OS Disposal _____

364 NS Freezer _____

365 Location mud room

366 OS Icemaker _____

367 OS Refrigerator (#1) included - 3 types of ice

368 Location main kitchen

369 OS Refrigerator (#2) _____

370 Location guest house

371 NA Trash Compactor _____

OS refrigerator (#3) walkout basement

NS - washer & Dryers in west wing laundry & in main house bathroom laundry

OS Laundry - Washer

OS Laundry - Dryer in both in laws & guest to

X Elec. Gas

MOUNTED ENTERTAINMENT EQUIPMENT

NA Item #1 _____

NA Location _____

NA Item #2 _____

NA Location _____

NA Item #3 _____

NA Location _____

NA Item #4 _____

NA Location _____

NA Item #5 _____

NA Location _____

NA Outside Cooking Unit _____

OS Propane Tank _____

Owned X Leased

OS Security System _____

X Owned Leased

OS Smoke/Fire Detector(s), # a lot

OS Shed _____

NA Spa/Hot Tub _____

NA Spa/Sauna _____

NA Spa Equipment _____

NA Sprinkler System Auto Timer _____

NA Sprinkler System Back Flow Valve _____

NA Sprinkler System (Components & Controls) _____

NA Statuary/Yard Art _____

OS Swing set/Playset _____

OS Sump Pump _____

NA Swimming Pool (Swimming Pool Rider Attached) _____

NA Swimming Pool Heater _____

NA Swimming Pool Equipment _____

OS TV Antenna/Receiver/Satellite Dish _____

X Owned Leased

OS Water Heater(s) _____

OS Water Softener and/or Purifier _____

X Owned Leased

NA Boat Dock, ID # _____

OS Camera-Surveillance Equipment _____

NA Generator _____

Other _____

Other _____

Other _____

Other _____

Other _____

Other _____

SV Initials SELLER

W Initials SELLER

Initials BUYER BUYER

372 Disclose any material information and describe any significant repairs, improvements or alterations to the Property not
373 fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports,
374 invoices, notices or other documents describing or referring to the matters revealed herein:
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See doc with details of improvements done since May 2022 &
in last 6 months.

379 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing
380 Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or
381 guarantee of any kind. SELLER hereby authorizes the Licensee assisting SELLER to provide this information to
382 prospective BUYER of the Property and to real estate brokers and salespeople. **SELLER will promptly notify**
383 **Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and**
384 **Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes.**
385 **(SELLER and BUYER initial and date any changes and/or attach a list of additional changes. If attached, #**
386 **of pages).**
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388 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS**
389 **DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
390 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**
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	10/08/2022		10/08/2022
SELLER	DATE	SELLER	DATE

BUYER ACKNOWLEDGEMENT AND AGREEMENT

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

BUYER	DATE	BUYER	DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of the Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised September 2020. All previous versions of this document may no longer be valid. Copyright January 2021.