



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

1 **SELLER** (Indicate Marital Status): Karen Lee Hammond Whatley as
2 Personal Representative of the Estate of Lori Lee S Nelson, deceased

5 **PROPERTY:** 3214 East Old Highway 40, Bates City, MO 64011

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? 26 How long have you owned? original
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

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6. ROOF.

- a. Approximate Age: 26 years ☐ Unknown Type: composition Yes ☐ No ☒
- 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? _____ 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 driveways, patios, decks, fences or retaining walls on the Property? Yes ☐ No ☒
- g. Any problems with fireplace including, but not limited to firebox, chimney, chimney cap and/or gas line? Yes ☐ No ☒
Date of any repairs, inspection(s) or cleaning? _____
Date of last use? _____
- h. Does the Property have a sump pump? Yes ☐ No ☒
If "Yes", location: _____
- i. Any repairs or other attempts to control the cause or effect of any problem described above? Yes ☐ No ☒

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

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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 _____ 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: Don't Know
- g. Is there a sewage pump on the septic system? Don't Know N/A ☐ Yes ☐ No ☐
- h. Is there a grinder pump system? Don't Know Yes ☐ No ☐
- i. If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? Don't Know By whom? _____
- j. Is there a sprinkler system? Yes ☐ No ☒
Does sprinkler system cover full yard and landscaped areas? N/A ☒ Yes ☐ No ☐
If "No", explain in detail: _____
- k. Are you aware of any leaks, backups, or other problems relating to any of the, plumbing, water, and sewage related systems? Yes ☐ No ☒
- l. Type of plumbing material currently used in the Property: Don't Know
☐ Copper ☐ Galvanized ☐ PVC ☐ PEX ☐ Other _____
The location of the main water shut-off is: Basement ??
- 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: _____

[Signature] Initials _____
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Initials _____
BUYER BUYER

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. New A/C Unit Aug. 2019
2. _____
- b. Does the Property have heating systems? Yes ☒ No ☐
☐ Electric ☐ Fuel Oil ☒ Natural Gas ☐ Heat Pump ☐ Propane
☐ Fuel Tank ☐ Other _____
Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
1. unknown
2. _____
- c. Are there rooms without heat or air conditioning? Yes ☐ No ☒
If "Yes", which room(s)? _____
- d. Does the Property have a water heater? Yes ☒ No ☐
☐ Electric ☒ Gas ☐ Solar ☐ Tankless
Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By Whom?
1. unknown
2. _____
- e. Are you aware of any problems regarding these items? Yes ☐ No ☒
If "Yes", explain in detail: _____

12. ELECTRICAL SYSTEM.

- a. Type of material used: ☐ Copper ☐ Aluminum ☒ Unknown
- b. Type of electrical panel(s): ☒ Breaker ☐ Fuse
Location of electrical panel(s): Basement
Size of electrical panel (total amps), if known: unknown
- 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: A few old regular tires + several tractor tires

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204 **14. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:**

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

227
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 _____
233 _____
234 _____
235 _____

236 If any of the answers in this section are "Yes" (except h and k), explain in detail or attach other
237 documentation: _____
238 _____
239 _____

240 **15. PREVIOUS INSPECTION REPORTS.**

- 241 Has Property been inspected in the last twelve (12) months? Yes ☐ No ☒
242 If "Yes", a copy of inspection report(s) are available upon request.

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

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

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

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

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

Electric Company Name: <u>West Central Electric Co-op</u>	Phone # <u>816-565-4942</u>
Gas Company Name: <u>Spire</u>	Phone # <u>800-582-1234</u>
Water Company Name: <u>Public Water Supply District #1</u>	Phone # <u>816-230-7313</u>
Trash Company Name: _____	Phone # _____
Other: _____	Phone # _____
Other: _____	Phone # _____

18. ELECTRONIC SYSTEMS AND COMPONENTS.


Any technology or systems staying with the property? N/A ☐ Yes ☐ No ☒
If "Yes" list: _____

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

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

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

Attached and all bathroom mirrors	Fireplace grates, screens, glass doors
Attached shelves, racks, towel bars	Mounted entertainment brackets
Attached lighting	Plumbing equipment and fixtures
Attached floor coverings	Storm windows, doors, screens
Fences (including pet systems)	Window blinds, curtains, coverings and window mounting components


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

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

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

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

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

320
321

322 NA Air Conditioning Window Units, # _____

323 OS Air Conditioning Central System

324 OS Attic Fan

325 OS Ceiling Fan(s), # 4

326 NA Central Vac and Attachments

327 NA Closet Systems

328 Location _____

329 OS Doorbell

330 NA Electric Air Cleaner or Purifier

331 NA Electric Car Charging Equipment

332 OS Exhaust Fan(s) – Baths

333 OS Fences – Invisible & Controls

334 Fireplace(s), # NA

Location #1 _____ Location #2 _____

335 _____ Chimney _____ Chimney

336 _____ Gas Logs _____ Gas Logs

337 _____ Gas Starter _____ Gas Starter

338 _____ Heat Re-circulator _____ Heat Re-circulator

339 _____ Insert _____ Insert

340 _____ Wood Burning Stove _____ Wood Burning Stove

341 _____ Other _____ Other

342 NA Fountain(s)

343 OS Furnace/Heat Pump/Other Heating System

344 NA Garage Door Keyless Entry

345 NA Garage Door Opener(s), # _____

346 EX Garage Door Transmitter(s), # 1

347 NA Gas Yard Light

348 NA Humidifier

349 NA Intercom

350 NA Jetted Tub

351 KITCHEN APPLIANCES

352 Cooking Unit

353 NA Cooktop _____ Elec. _____ Gas

354 OS Microwave Oven

355 NA Oven

356 _____ Elec. _____ Gas _____ Convection

357 OS Stove/Range

358 _____ Elec. X Gas _____ Convection

359 EX Dishwasher

360 EX Disposal

361 NA Freezer

362 Location _____

363 NA Ice maker

364 NA Refrigerator (#1)

365 Location _____

366 NA Refrigerator (#2)

367 Location _____

368 NA Trash Compactor

369

NA Laundry - Washer

NA Laundry - Dryer

_____ Elec. _____ Gas

MOUNTED ENTERTAINMENT EQUIPMENT

NA Item #1 _____

Location _____

Item #2 _____

Location _____

Item #3 _____

Location _____

Item #4 _____

Location _____

Item #5 _____

Location _____

NA Outside Cooking Unit

NA Propane Tank

_____ Owned _____ Leased

NA Security System

_____ Owned _____ Leased

NA Smoke/Fire Detector(s), # _____

NA 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

NA Playset

NA 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)

NA Water Softener and/or Purifier

_____ Owned _____ Leased

Other _____

Other _____

Other _____

Other _____

Other _____

Other _____

Other _____

Other _____

Other _____

Other _____

NA NA Initials
SELLER SELLER

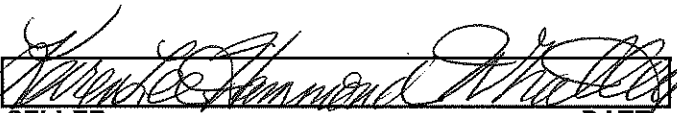
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BUYER BUYER

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

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

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

	
SELLER	DATE
	02-26-21
	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.