



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

SELLER (Indicate Marital Status): CARLSON LIVING TRUST

PROPERTY: 520 South 98 Street, Edwardsville, KS 66111

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? 4 years How long have you owned? 4 years
Does SELLER currently occupy the Property? Yes [X] No []
If "No", how long has it been since SELLER occupied the Property? years/months

[] SELLER has never occupied the Property. SELLER to answer all questions to the best of SELLER'S knowledge.

4. TYPE OF CONSTRUCTION. [] Manufactured [] Modular [X] Conventional/Wood Frame
[] Mobile [] Other

5. 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 [X]
b. Any sliding, settling, earth movement, upheaval or earth stability problems on the Property? Yes [] No [X]
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 [X]
d. Any drainage or flood problems on the Property or adjacent properties? Yes [] No [X]
e. Any flood insurance premiums that you pay? Yes [] No [X]
f. Any need for flood insurance on the Property? Yes [] No [X]
g. Any boundaries of the Property being marked in any way? Yes [] No []
h. The Property having had a stake survey? Yes [] No []
i. Any encroachments, boundary line disputes, or non-utility easements affecting the Property? Yes [X] No []
j. Any fencing on the Property? Yes [X] No []
If "Yes", does fencing belong to the Property? N/A [] Yes [X] No []
k. Any diseased, dead, or damaged trees or shrubs on the Property? Yes [X] No []
l. Any gas/oil wells, lines or storage facilities on Property or adjacent property? Yes [] No [X]
m. Any oil/gas leases, mineral, or water rights tied to the Property? Yes [X] No []

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

J. on East, West, and South sides
m. water mineral rights

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6. ROOF.

- a. Approximate Age: 4 years Unknown Type: Shingles
- 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:

[Empty box for 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:

[Empty box for 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? _____
- i. Does the Property have a sump pump? Yes No
If "Yes", location: Basement NE corner
- 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:

[Empty box for 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 Other: _____

If well water, state type _____ depth _____ diameter _____ age _____

b. If the drinking water source is a well, has water been tested for safety? N/A Yes No

If "Yes", when was the water last checked for safety? _____ (attach test results)

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, Number of Tanks 1 Cesspool Lagoon Other _____

f. Approximate location of septic tank and/or absorption field:

NW of house. See diagram

g. The location of the sewer line clean out trap is: West of house

h. Is there a sewage pump on the septic system? N/A Yes No

i. Is there a grinder pump system? Yes No

j. If there is a privately owned system, when was the septic tank, cesspool, or sewage

system last serviced? 12/2020 By whom? AI Septic

k. 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: _____

l. Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage related systems? Yes No

m. Type of plumbing material currently used in the Property:

Copper Galvanized PVC PEX Other _____

The location of the main water shut-off is: _____

n. Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? N/A Yes No

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

[Empty box for documentation]

[Signature] [Signature]
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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.	4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Northside	9/22 MVP
2.	4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	North Side	1/22 MVP

b. Does the Property have heating systems? Yes No

Electric Fuel Oil Natural Gas Heat Pump Propane

Unit	Age of Unit	Leased	Owned	Location	Last Date Serviced/By Whom?
1.	4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Basement	12/22 MVP
2.	4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Basement	12/22 MVP

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.	4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Basement	50 gal	
2.	4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Basement	50 gal	

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):

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:

C. Some tires

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

- a. The Property located outside of city limits? Yes [X] No []
b. Any current/pending bonds, assessments, or special taxes that apply to Property? Yes [] No [X]
c. Any condition or proposed change in your neighborhood or surrounding area or having received any notice of such? Yes [X] No []
d. Any defect, damage, proposed change or problem with any common elements or common areas? Yes [] No [X]
e. Any condition or claim which may result in any change to assessments or fees? Yes [] No [X]
f. Any streets that are privately owned? Yes [] No [X]
g. The Property being in a historic, conservation or special review district that requires any alterations or improvements to the Property be approved by a board or commission? Yes [] No [X]
h. The Property being subject to tax abatement? Yes [] No [X]
i. The Property being subject to a right of first refusal? Yes [] No [X]
j. The Property being subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions? Yes [] No [X]
k. Any violations of such covenants and restrictions? N/A [X] Yes [] No []
l. The Homeowner's Association imposing its own transfer fee and/or initiation fee when the Property is sold? N/A [X] Yes [] No []
m. The Property being subject to a Homeowners Association fee? Yes [] No [X]
If "Yes", Homeowner's Association dues are paid in full until _____ in the amount of \$ _____ payable [] yearly [] semi-annually [] monthly [] quarterly, sent to: _____ and such includes: _____

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

[Empty box for contact information]

- n. The Property being subject to a secondary Master Community Homeowners Association fee?... Yes [] No []

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

[Empty box for explanation or documentation]

15. PREVIOUS INSPECTION REPORTS.

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

16. OTHER MATTERS. ARE YOU AWARE OF:

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

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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:

16.g - Chickens + goats outdoors

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

Electric Company Name: <u>Exergy</u>	Phone #: <u>888-471-5275</u>
Gas Company Name: <u>Atmos</u>	Phone #: <u>888-286-6700</u>
Water Company Name: <u>BPL</u>	Phone #: <u>913-573-9000</u>
Trash Company Name: <u>City of Edwardsville</u>	Phone #: <u>913-356-6000</u>
Other: _____	Phone #: _____
Other: _____	Phone #: _____

18. ELECTRONIC SYSTEMS AND COMPONENTS.

Any technology or systems staying with the Property? N/A Yes No

If "Yes" list:

Whole house Generac gas generator system

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 1b and 1c 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 1b and/or 1c, 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 shelves, racks, towel bars | Fireplace grates, screens, glass doors |
| Attached lighting | Mounted entertainment brackets |
| Attached floor coverings | Plumbing equipment and fixtures |
| Bathroom vanity mirrors, attached or hung | Storm windows, doors, screens |
| Fences (including pet systems) | Window blinds, curtains, coverings and window mounting components |

[Signature] Initials
SELLER | SELLER

Initials [Signature] [Signature]
BUYER 1 | BUYER

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

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

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

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

- ___ Air Conditioning Window Units, # ___
- ___ Air Conditioning Central System
- ___ Attic Fan
- ___ Ceiling Fan(s), # ___
- ___ Central Vac and Attachments
- ___ Closet Systems
- ___ Location _____
- ___ Doorbell
- ___ Electric Air Cleaner or Purifier
- ___ Electric Car Charging Equipment
- ___ Exhaust Fan(s) – Baths
- ___ Fences – Invisible & Controls
- 2 Fireplace(s), # _____
- 3 Location #1 _____ Location #2 _____
- 4 ___ Chimney ___ Chimney
- 5 ___ Gas Logs ___ Gas Logs
- 6 ___ Gas Starter ___ Gas Starter
- 7 ___ Heat Re-circulator ___ Heat Re-circulator
- 8 ___ Insert ___ Insert
- 9 ___ Wood Burning Stove ___ Wood Burning Stove
- 10 ___ Other _____ Other _____
- 11 Fountain(s)
- 12 ___ Furnace/Heat Pump/Other Heating System
- 13 ___ Garage Door Keyless Entry
- 14 ___ Garage Door Opener(s), # _____
- 15 ___ Garage Door Transmitter(s), # _____
- 16 ___ Gas Yard Light
- 17 ___ Humidifier
- 18 ___ Intercom
- 19 ___ Jetted Tub
- 20 KITCHEN APPLIANCES
- 21 Cooking Unit
- 22 ___ Stove/Range
- 23 ___ Elec. ___ Gas ___ Convection
- 24 ___ Built-in Oven
- 25 ___ Elec. ___ Gas ___ Convection
- 26 ___ Cooktop ___ Elec. ___ Gas
- 27 ___ Microwave Oven
- 28 ___ Dishwasher
- 29 ___ Disposal
- 30 ___ Freezer
- 31 ___ Location _____
- 32 ___ Refrigerator (#1)
- 33 ___ Location _____
- 34 ___ Refrigerator (#2)
- 35 ___ Location _____
- 36 ___ Trash Compactor

- ___ Laundry - Washer
- ___ Laundry - Dryer
- ___ Elec. ___ Gas
- MOUNTED ENTERTAINMENT EQUIPMENT
- ___ Item #1 _____
- ___ Location _____
- ___ Item #2 _____
- ___ Location _____
- ___ Item #3 _____
- ___ Location _____
- ___ Item #4 _____
- ___ Location _____
- ___ Item #5 _____
- ___ Location _____
- ___ Outside Cooking Unit
- ___ Propane Tank
- ___ Owned ___ Leased
- ___ Security System
- ___ Owned ___ Leased
- ___ Smoke/Fire Detector(s), # _____
- ___ Shed(s), # _____
- ___ Spa/Hot Tub
- ___ Spa/Sauna
- ___ Spa Equipment
- ___ Sprinkler System Auto Timer
- ___ Sprinkler System Back Flow Valve
- ___ Sprinkler System (Components & Controls)
- ___ Statuary/Yard Art
- ___ Swing set/Playset
- ___ Sump Pump(s), # _____
- ___ Swimming Pool (Swimming Pool Rider Attached)
- ___ Swimming Pool Heater
- ___ Swimming Pool Equipment
- ___ TV Antenna/Receiver/Satellite Dish
- ___ Owned ___ Leased
- ___ Water Heater(s)
- ___ Water Softener and/or Purifier
- ___ Owned ___ Leased
- ___ Boat Dock, ID # _____
- ___ Camera-Surveillance Equipment
- ___ Generator
- ___ Other _____
- ___ Other _____
- ___ Other _____
- ___ Other _____
- ___ Other _____
- ___ Other _____
- ___ Other _____

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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:

[Empty rectangular box for disclosure of material information]

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 licensees. **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.

John D. Eakin 7/16/23 *W. J. Larson* 7/16/23
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 licensees 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.

[Empty box] DATE [Empty box] DATE
BUYER 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 10/21. All previous versions of this document may no longer be valid. Copyright January 2023.