

# SELLER'S RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

Document updated: April 2014

SELLER:	Ben	Fawl,	Ann	Fawl		
DATE:	12/01	/2024				
PROPER	TY ADI	DRESS:	292	E 300 R	d, Overbrook, KS	66524
Part 1. N	Part 1. MESSAGE TO THE SELLER:					

#### 1. SELLER'S AGREEMENT AND AUTHORIZATIONS:

- A. This form is designed to assist you in making disclosures to the BUYER. If you have actual knowledge of a condition on or affecting the Property, then you must disclose that information to the BUYER on this SELLER'S Residential Property Disclosure Statement (the "Statement").
- B. SELLER discloses the information on this Statement with the knowledge that even though it is not a warranty or guarantee of the condition of the Property, prospective buyers may rely on the information contained in this Statement in deciding whether, and on what terms and conditions, to purchase the Property.
- C. SELLER authorizes any real estate licensees involved in this transaction to provide a copy of this Statement to any person or entity in connection with any actual or possible purchase of the Property.

#### 2. SELLER'S INSTRUCTIONS:

- A. SELLER has an obligation under this Statement to:
  - (1) Review this Statement and any attachments carefully:
  - (2) Verify all the important information concerning the Property;
  - (3) Attach all available supporting documentation on the Property;

SELLER'S INITIALS

- (4) Use explanations lines as requested and when necessary; and
- (5) Use the explanation lines to explain when the SELLER does not have the personal knowledge to answer a question.
- B. By signing this Statement, SELLER agrees and acknowledges that the failure to disclose known material facts about the Property may result in liability to the BUYER for fraud and misrepresentation.

#### 3. SELLER'S INDEMNIFCATION OF REAL ESTATE LICENSEES:

		$\sigma$				
	no actual knowledge prior to the signing of the Contract to sell the Property.					
	losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had					
	agents, subagents, employee	es and independent cor	ntractors from and aga	inst any and all claims,	demands, suits, damages	,
A.	SELLER agrees to hold harm	nless, indemnify and d	efend any real estate	licensees involved in	this transaction and thei	r

DATE OF SELLER'S INITIALS

# SELLER'S INITIALS Part 2. MESSAGE TO THE BUYER:

### 1. BUYER'S AGREEMENT AND AUTHORIZATIONS:

- A. This Statement is a disclosure of the condition of the Property as it is actually known by the SELLER on the date that the Statement was signed.
- B. BUYER agrees and acknowledges that this Statement is not a warranty or guarantee of any kind by the SELLER or any real estate licensees involved in this transaction regarding the condition of the Property and should not be used as a substitute for any inspections or warranties that the BUYER may wish to obtain on the Property.

#### 2. BUYER'S INSTRUCTIONS:

- A. BUYER has an obligation under this Statement to:
  - (1) Review this Statement and any attachments carefully;
  - (2) Verify all the important information about the condition of the Property contained in this Statement;
  - (3) Ask the SELLER about any incomplete or inadequate responses;
  - (4) Inquire about any concerns about the condition of the Property not addressed on this Statement;
  - (5) Review all other applicable documents concerning the Property;

SELLER'S Residential Property Disclosure Statement

- (6) Conduct personal or professional inspections of the Property; and
- (7) Investigate the surrounding areas of the Property to determine suitability for the BUYER.
- B. By signing this Agreement, BUYER agrees and acknowledges that the failure to exercise due diligence to inspect the Property and verify the information about the condition of the Property contained in this Statement may affect the ability of the BUYER to hold the SELLER liable for conditions on the Property.

A. BUYER agrees that any real estate licensees involved in this transaction are not experts at detecting or repairing physical

#### 3. BUYER'S AGREEMENT TO HOLD REAL ESTATE LICENSEES HARMLESS:

Pari 1. 2.	defects in and on the Property. BUYER ag and their agents, subagents, employees a damages, losses or expenses arising out licensees had no actual knowledge prior to BUYER'S INITIALS  BUYER'S INITIALS  BUYER'S INITIALS  BUYER'S INITIALS  Approximate age of the Property: House Approximate date that SELLER acquired the Property?	nd independ of the discontinuous the signing of the significant of the	overy of pro g of the Cont DATE OF BUY	ctors from and against any and all concepts conditions in the Property of cract to purchase the Property.  YER'S INITIALS  In Arpil of 2022.  Was Purchased in May	laims, demand	ds, suits, al estate
	If No, how long has it been since the SELLER oc	cupied the	Property?			
Part	t 4. APPLIANCES, EQUIPMENT AND FIXTURES:					
Indi	cate the condition of the following items by ma			ox. Check only one box for each item		
	WORKING	NOT I WORKING INC	NOT CLUDED	WOR	NOT KING WORKING	NOT INCLUDED
1.	Air conditioning – central system		24.	Intercom, sound system wiring or		
2.	Air conditioning – window units # 0	$\Box$	<b></b>	built-in speaker system	<b>T</b>	
3.	Air purifier system	П	25.	Microwave oven		
4.	Attic fan		03-70000	Oven	<b>a</b> 🗆	一百
5.	Cable television wiring/jacks	$ec{\sqcap}$		<b>✓</b> Electric Gas		
6.	Ceiling fan(s) # 7	Fi i	27.	Propane tank		
7.	Central vacuum and attachments		<b>V</b>	Leased V Owned		
8.	Clothes dryer		28.	Range		
9.	Clothes washer			<b>✓</b> Electric  Gas		
10.	Dishwasher			Range ventilation system		
11.	Disposal		30.	Refrigerator #_1		
12.	Doorbell		31.	Sauna/spa		
13.	Exhaust fans – bathrooms			Steam Dry		
14.	Fireplace/fireplace insert		32.	Security system		
	Blower Factory-built Masonry			Leased Owned		
15.	Fireplace gas logs		<b>✓</b> 33.	Smoke alarms/detectors #_7		
16.	Fireplace gas starter		<b>7</b> 34.	Sprinkler system		<b>~</b>
17.	Fireplace wood-burning stove		<b>V</b>	Back flow preventer Auto-tir	ner	
18.	Garage door opener(s)		35.	Sump pump		<b>/</b>
	Number of remotes _3		36.	Swimming pool		<b>~</b>
19.	Gas grill		<b>✓</b> 37.	Telephone wiring/jacks		
20.	Heating system		38.	TV antenna/receiver/satellite dish		
	🔽 Gas 🗌 Forced air gas 🔲 Electric			Leased Owned		
	Boiler ( Hot water Steam)	p <u>.                                     </u>	39.	Trash compactor		
21.	Heat pump		<b>4</b> 0.	Water heater		25 8085
22.	Hot tub/whirlpool		41.	Water purifier/softener		
23.	Humidifier		<b>4</b> 2.	Other		<b>~</b>

## Part 5. STRUCTURAL CONDITIONS:

1.	What is the approximate age of the roof (if known)?	
2.	Has there been any leaking or other problems with the roof, flashing or rain gutters?	Yes No
	If Yes, when was the date of the last occurrence?	
3.	Have there been any repairs to the roof, flashing or rain gutters?	Yes 🔽 No
	If Yes, please provide the date of the repairs:	
4.	Has there been any roof replacement?	Yes No
	If Yes, was the replacement complete or partial.	e
5.	How many layers of roofing materials are currently on the roof (if known)? 3	
6.	Have you made any homeowners' insurance claims on the Property?	Yes 🗸 No
	If Yes, were all the claims addressed with repairs?	Yes 🗸 No
7.	Has there ever been leakage/seepage in the basement or crawl space?	Yes 🔽 No
8.	Has there been any damage to the Property due to fire, flood or wind?	Yes 🗸 No
9.	Are there any structural problems with the Property?	Yes 🗸 No
10.	Is any exterior wall covering of the structure covered with synthetic stucco?	Yes 🔽 No
	If Yes, are you aware of any adverse conditions with the exterior wall covering?	Yes 🗸 No
	If Yes, has there been an inspection to determine whether the structure has excessive moisture accumulation?	Yes 🔽 No
11.	Is there any damage to the chimney or fireplace?	Yes 🗸 No
	When was the chimney or fireplace last cleaned or serviced?	
12.	Is there any exposed wiring presently in any structures on the Property?	Yes 🗸 No
	Are there any windows or doors that leak or have broken thermopane seals?	Yes No
	Have you ever experienced or are you aware of any:	
	Movement, shifting, deterioration or other problems with the crawl space, foundations, slab or walls?	Yes 🗸 No
	Cracks or flaws in the basement floor, ceilings, concrete slab, crawl space, foundations or garage?	Yes No
	Corrective action taking to remedy these structural conditions, including but not limited to bracing or piering?	Yes No
	Water leakage or dampness in the Property, crawl space or basement?	Yes No
	Dry rot, wood rot or similar conditions on the wood of the Property?	Yes No
	Problems with decks, driveways, fences, patios or retaining walls on the Property?	Yes No
15.	Do you have any knowledge of any damage to the Property caused by termites or wood infestation?	Yes No
	If Yes, is the Property currently under warranty?	Yes No
	If Yes, please name the company here:	
16	Have you had any termite/pest control treatments for the Property?	Yes No
	If Yes, please name the company and year treated here: Orkin - Monthly for Preventable	100
17	Has the ground been pre-treated for termites?	Yes No
	If you have answered "Yes" to any of the questions in Part 5, please attach documentation and explain here:	165
	Plywood - Layer 1, Water Membrane - Layer 2, Metal Roof - Laye	r 3
19.	Additional Comments:	
Par	t 6. LAND CONDITIONS (BOUNDARIES, DRAINAGE, SOILS, ETC.):	
1.	Is the Property or any portion of the Property located in a flood zone, wetlands area or proposed to be	
	located in such as designated by the Federal Emergency Management Agency (FEMA)?	Yes 🗸 No
2.	Are you aware of any drainage or flood problems on the Property or adjacent properties?	Yes 🗸 No
3.	Have any neighbors complained that the Property causes drainage problems?	Yes 🗸 No
4.	Has the Property had a stake survey?	Yes No
	If Yes, please attach a copy of the stake survey.	
5.	Are the boundaries of the Property marked in any way?	✓ Yes 🗌 No

# DigiSign Verified - b4947418-7ee8-409b-b4a0-f80b12ccfb80 6. Do you have an Improvement Location Certificate (ILC) for the Property? Yes No If Yes, please attach a copy of the Improvement Location Certificate (ILC). 7. Is there fencing on the Property? If Yes, does the fencing belong to the Property? 8. Are you aware of any encroachments, boundary line disputes or non-utility easements affecting the Property? Yes 🗸 No 9. Are there any features of the Property shared in common with adjoining landowners, such as walls, fences, roads or driveways? Yes 🗸 No If Yes, is the Property owner responsible for the maintenance of any such shared features? 10. Are you aware of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval or earth stability problems that have occurred on the Property or in the immediate vicinity of the Property? 11. Are you aware of any diseased, dead or damaged trees or shrubs on the Property? 12. If you have answered "Yes" to any of the questions in Part 6, please attach documentation and explain here: 13. Additional Comments: Part 7. PLUMBING, SEWAGE AND WATER SYSTEMS: Public Water Private Water Well Cistern Other None What is the drinking water source on the Property? If the water source is a Well, please state: Type Depth Diameter If the drinking water source is a Well, has the water originating from the well ever been tested? Yes No If Yes, please provide the results of such tests in separate documentation. 4. Does the Property have any sewage facilities on or connected to it? Yes No Public Sewer Private Sewer Septic System Lagoon Grinder Pump Cesspool If Yes, please specify: 5. If there are sewage facilities on or connected to the Property, when were they last serviced? 2022 6. Are you aware of any problems relating to the plumbing, sewage or water systems on the Property? Yes 🗸 No If Yes, please explain: Additional Comments: Part 8. ELECTRICAL, NATURAL GAS AND HEATING AND COOLING SYSTEMS: Is there electrical service connected to the Property? ✓ Yes If Yes, is there a meter? 2. If there is no electrical service connected to the Property, what is the distance to the electrical service? Copper / Aluminum Unknown What type of material is used in the electrical wiring (if known)? What type of electrical panels exist on the Property (if known)? Breaker Fuse Unknown Please specify the location of the electrical panels here: 200 Amp Disconnect at the Meter, 200 Amp Main Break Panel in Mechanical Room Does the Property have heating systems? ✓ Yes If Yes, what type? 🔽 Electric 🗌 Fuel Oil 📗 Natural Gas 🔲 Heat Pump 🔽 Propane 🗌 Other If Yes, please provide the name, age and location of the unit along with the date that the unit was last serviced and by whom: New in 2022 Furnace in Mechanical Room for Living Quarters New in Shop, Propane Ceiling Mounted Tube Heater with Blower

6.	Does the Property have air conditioning?	Yes No
	If Yes, what type? Central Electric Central Gas Heat Pump Window units Other 2 Split Cool Unit If Yes, please provide the name, age and location of the unit along with the date that the unit was last serviced a	
	, , , , , , , , , , , , , , , , , , ,	
	New in 2022, Central Air unit in Mechanical Room, Installed by Berrington He	at/Air
7.	Does the Property have a water heater?	Yes No
	If Yes, what type?	202311000 - 202011000
	If Yes, please provide the name, age and location of the unit along with the date that the unit was last serviced a	nd by whom:
	Nove in 2022 Togeted in Maghanian I Boom	
8.	New in 2022, Located in Mechanical Room  Are you aware of any problems relating to the electrical, gas and heating and cooling systems on the Property?	Yes No
	If Yes, please explain:	
9.	Additional Comments:	
7 <u>2</u> 7		
Par	t 9. HAZARDOUS CONDITIONS:	
1.	Are you aware of any underground storage tanks on or near this Property?	Yes 🔽 No
2.	Are you aware of any previous or current existence of hazardous conditions on the Property (e.g., storage	
	tanks, oil tanks, oil spills, tires, batteries or other hazardous conditions)?	Yes 🗸 No
3.	Are you in possession of any previous environmental reports (e.g., Phase 1 Environmental Reports)?	Yes 🗸 No
	If Yes, please attach a copy of the environmental reports.	
4.	Are you aware of the previous disposal of any hazardous waste products, chemicals, polychlorinated	
i <del>r</del>	biphenyls (PCBs), hydraulic fluids, solvents, paints, illegal or other drugs or insulation on the Property?	Yes No
5.	Are you aware of any other environmental matters (e.g., discoloration of soil or vegetation or oil sheers in wet areas)?	Yes No
6.	Are you aware of any existing hazardous conditions on the Property or adjacent properties (e.g., methane	
	gas, radon gas, methamphetamine production, radioactive material, landfill or toxic materials)?	Yes No
7.	Are you aware of any methamphetamine or other controlled substances being manufactured, stored or	
	used on the Property?	Yes 🗸 No
8.	Are you aware of any natural gas/oil wells, lines or storage facilities on the Property?	Yes No
9.	Are you aware of any other environmental conditions on the Property?	Yes V No
10.	Have any other environmental inspections or tests been conducted on the Property?	Yes No
11.	If you have answered "Yes" to any of the questions in Part 9, please attach documentation and explain here:	
12.	Additional Comments:	
Par	t 10. NEIGHBORHOOD INFORMATION AND HOMEOWNERS' ASSOCIATIONS:	
1.	Are you aware of any current/pending assessments, bonds or special taxes that apply to the Property?	Yes No
2.	Is the property subject to conditions, covenants or restrictions of a homeowners' association, common	
	interest community or subdivision restrictions?	Yes No
3.	Are you aware of any violations of such conditions, covenants or restrictions on the Property?	Yes No
4.	Does the homeowners' association impose a transfer fee upon the sale of Property?	Yes No

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5.	Are you aware of any damage, defect, proposed change or problem with any common areas or elements?	Yes 🗸 No
6.	Are you aware of any condition or claim that may result in a change to the assessments or fees?	Yes 🗸 No
7.	Are the streets privately owned?	Yes 🗸 No
8.	Is the Property in a conservation, historic or special review district that requires any alterations or improvements	<u> </u>
	to the Property to be approved by a board, commission or panel?	Yes 🗸 No
9.	Is the Property subject to a tax abatement?	Yes 🗸 No
10.	Is the Property subject to a right of first refusal?	Yes 🗸 No
11.	If you have answered "Yes" to any of the questions in Part 10, please attach documentation and explain here:	
12.	If you are required to pay assessments, dues, fees or any other periodic charges to a homeowners' associat	tion or common
	interest community, please specify here the amount and frequency of those payments:	
13.	Additional Comments:	
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Par	t 11. OTHER MATTERS:	
Are	you aware of:	
1.	Any violation of zoning, setbacks or restrictions or of a non-conforming use on the Property?	Yes 🗸 No
2.	Any violation of laws or regulations affecting the Property?	Yes 🗸 No
3.	Any existing or threatened legal action pertaining to the Property?	Yes 🗸 No
4.	Any litigation or settlement pertaining to the Property?	Yes 🖊 No
5.	Any current or future special assessments pertaining to the Property?	Yes 🗸 No
6.	Any other conditions that may materially and adversely affect the value or desirability of the Property?	Yes 🗸 No
7.	Any other condition that may prevent you from completing the sale of the Property?	Yes 🖊 No
8.	Any burial grounds on the Property?	Yes 🗸 No
9.	Any leases on the Property?	Yes 🗸 No
	If Yes, please attach a copy of each lease agreement and describe the tenant's rights and obligations for vacating	the Property:
10.	Any easements or leases on the Property regarding wind energy?	Yes V No
	If Yes, please attach a copy of the easement or lease agreement.	
11.	Any public authority contemplating condemnation proceedings?	Yes 🗸 No
	Any government rule limiting the future use of the Property other than existing zoning regulations?	Yes No
13.	Any government plans or discussion of public projects that could lead to the formation of a special benefit assessment district covering the Property or any portion of the Property?	Yes 🗸 No
14.	Any interest in all or part of the Property that has been reserved by the previous owner or government action?	Yes 🗸 No
	Any unrecorded interests affecting the Property?	Yes 🗸 No
	Anything that would interfere in passing clear title to the BUYER?	Yes 🗸 No
	Any general stains or pet stains to the carpet, flooring or sub-flooring?	Yes No
	If you have answered "Yes" to any of the questions in Part 11, please attach documentation and explain here:	
19.	Additional Comments:	

#### Part 12. ACKNOWLEDGEMENT AND AGREEMENT:

- 1. The information provided in this Statement is the representation of the SELLER and not the representation of any real estate licensees involved in this transaction. Once the Statement is signed by both the BUYER and SELLER, the information contained in the Statement will become part of any Contract to purchase the Property between the BUYER and SELLER.
- The information provided in this Statement has been furnished by the SELLER, who certifies to the truth thereof to the best of SELLER'S belief and knowledge, as of the date signed by the SELLER. Any substantive changes subsequent to initial completion of the Statement will be disclosed by the SELLER to the BUYER prior to the signing of the Contract to purchase the Property.
- 3. BUYER acknowledges that BUYER has received, read and understood a signed copy of the Statement from the SELLER, the SELLER'S agent or any other real estate licensees involved in this transaction.
- 4. BUYER agrees that BUYER has carefully inspected the Property. Subject to any inspections allowed under the Contract to purchase the Property with the SELLER, BUYER agrees to purchase the Property in its present condition only and without warranties or guarantees of any kind by the SELLER or any real estate licensee concerning the condition of the Property.
- 5. BUYER agrees to verify any of the above information that is important to the BUYER by an independent investigation. BUYER has been advised by the SELLER to have the Property examined by professional inspectors.
- been advised by the SELLER to have the Property examined by professional inspectors.

  6. BUYER acknowledges that neither the SELLER nor any real estate licensees involved in the transaction are experts at detecting or repairing physical defects in the Property. BUYER states that no important representations of the SELLER or any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed above or as fully set forth as follows and signed by the SELLER in this Statement or by real estate licensees in a separate document:

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

Ben Fawl	11/26/2024		
SELLER'S SIGNATURE	DATE	BUYER'S SIGNATURE	DATE
Ann Fawl	12/01/2024		
SELLER'S SIGNATURE	DATE	BUYER'S SIGNATURE	DATE

Appanoose Creek – Ben and Ann Fawl legals

#### Tract with house:

21 A 5/15/18 Nw/4 Desc As: Comm At Nw Cor Of Nw/4; Th S03 Deg03'49"E Along W Ln Of Nw/4 53.3 Ft To A Pt On S Row Ln Of Us Hwy 56, Sd Pt Being Pt Of Beg; Th Cont Along Sd W Ln S03 Deg03'49"E 694.06 Ft; Th N88 Deg15'16"E 1316.29 Ft; Th N02 Deg45'26"W 693.99 Ft

## Vacant land surrounding house:

135.35 A 5 15 18 Nw/4; Less 1.16 A St Of Ks Uca; Less 21 A 5/15/18 Nw/4 Desc As: Comm At Nw Cor Of Nw/4; Th S03 Deg03'49"E Along W Ln Of Nw/4 53.3 Ft To A Pt On S Row Ln Of Us Hwy 56, Sd Pt Being Pt Of Beg; Th Cont Along Sd W Ln S03 Deg03'49"E 694.06 Ft; Th