



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

1 **SELLER:** Dennis Cashman {ASP}

2 **PROPERTY:** 4161 Holly, Kansas City, MO 64111

3  
4 **1. NOTICE TO SELLER.**

5 Be as complete and accurate as possible when answering the questions in this disclosure. Attach  
6 additional sheets if space is insufficient for all applicable comments. SELLER agrees to disclose to  
7 BUYER all material defects, conditions and facts **KNOWN TO SELLER** which may materially affect the  
8 value of the Property. Non-occupant SELLERS are not relieved of this obligation. This disclosure  
9 statement is designed to assist SELLER in making these disclosures. Licensee(s), prospective buyers  
10 and buyers will rely on this information.

11  
12 **2. NOTICE TO BUYER.**

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

16  
17 **3. OCCUPANCY.**

18 Approximate age of Property? 110 YEARS How long have you owned? 5 1/2 YEARS  
19 Does SELLER currently occupy the Property? ..... Yes  No   
20 If "No", how long has it been since SELLER occupied the Property? \_\_\_\_\_ years/months

21  
22 **4. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH  
23 SELLER'S LAND DISCLOSURE ALSO.) ARE YOU AWARE OF:**

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

42 **If any of the answers in this section are "Yes" (except h), explain in detail (attach other  
43 documentation):** FENCING IN FRONT OF DRIVEWAY AND IN FRONT OF THE HOUSE BELONG TO PROPERTY AS WELL AS A  
44 PRIVACY FENCE THAT ENCLOSES THE REAR SECTION OF THE BACK YARD.

45 \_\_\_\_\_  
46 \_\_\_\_\_

- 47 **5. ROOF.**
- 48 (a) Approximate Age: 12 years  Unknown Type: ASPHALT/FIBERGLASS SHINGLES
- 49 (b) Have there been any problems with the roof, flashing or rain gutters? ..... Yes  No
- 50 If "Yes", what was the date of the occurrence? \_\_\_\_\_
- 51 (c) Have there been any repairs to the roof, flashing or rain gutters? ..... Yes  No
- 52 Date of and company performing such repairs \_\_\_\_\_ / \_\_\_\_\_
- 53 (d) Has there been any roof replacement? ..... Yes  No
- 54 If "Yes", was it:  Complete or  Partial
- 55 (e) What is the number of layers currently in place? SINGLE layers or  Unknown.

56 **If any of the answers in this section are "Yes", explain in detail (attach all warranty information**

57 **and other documentation):** \_\_\_\_\_

58 \_\_\_\_\_

59 \_\_\_\_\_

60 \_\_\_\_\_

61 \_\_\_\_\_

62 **6. INFESTATION. ARE YOU AWARE OF:**

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

75 **If any of the answers in this section are "Yes", explain in detail (attach all warranty information**

76 **and other documentation):** \_\_\_\_\_

77 \_\_\_\_\_

78 \_\_\_\_\_

79 \_\_\_\_\_

80 \_\_\_\_\_

81 **7. STRUCTURAL, BASEMENT AND CRAWL SPACE ITEMS. ARE YOU AWARE OF:**

- 82 (a) Any movement, shifting, deterioration, or other problems with walls,
- 83 foundations, crawl space or slab? ..... Yes  No
- 84 (b) Any cracks or flaws in the walls, ceilings, foundations, concrete slab,
- 85 crawl space, basement floor or garage? ..... Yes  No
- 86 (c) Any corrective action taken including, but not limited to piercing or bracing? .. Yes  No
- 87 (d) Any water leakage or dampness in the house, crawl space or basement? .... Yes  No
- 88 (e) Any dry rot, wood rot or similar conditions on the wood of the Property? ..... Yes  No
- 89 (f) Any problems with driveways, patios, decks, fences or retaining walls on
- 90 the Property? ..... Yes  No
- 91 (g) Any problems with fireplace and/or chimney? ..... Yes  No
- 92 Date of last cleaning? \_\_\_\_\_
- 93 (h) Does the Property have a sump pump? ..... Yes  No
- 94 If "Yes", location: \_\_\_\_\_
- 95 (i) Any repairs or other attempts to control the cause or effect of any problem
- 96 described above? ..... Yes  No

97 If any of the answers in this section are "Yes" (except h), explain in detail (attach all warranty  
98 information and other documentation): DAMPNESS DISCOVERED IN THE SW CORNER OF THE BASEMENT FLOOR  
99 AND NEW MORTAR WAS ADDED TO PATCH THE SOURCE OF THE MOISTURE.  
100 \_\_\_\_\_  
101 \_\_\_\_\_  
102 \_\_\_\_\_

103 **8. ADDITIONS AND/OR REMODELING.**

- 104 (a) Are you aware of any additions, structural changes, or other material  
105 alterations to the Property? ..... Yes  No   
106 If "Yes", explain in detail: \_\_\_\_\_  
107 \_\_\_\_\_
- 108 (b) If "Yes", were all necessary permits and approvals obtained, and was all  
109 work in compliance with building codes? ..... N/A  Yes  No   
110 If "No", explain in detail: \_\_\_\_\_  
111 \_\_\_\_\_  
112 \_\_\_\_\_

113 **9. PLUMBING RELATED ITEMS.**

- 114 (a) What is the drinking water source?  Public  Private  Well  Cistern  
115 If well water, state type \_\_\_\_\_ depth \_\_\_\_\_  
116 diameter \_\_\_\_\_ age \_\_\_\_\_
- 117 (b) If the drinking water source is a well, when was the water last checked for  
118 safety and what was the result of the test? \_\_\_\_\_
- 119 (c) Is there a water softener on the Property? ..... Yes  No   
120 If "Yes", is it:  Leased  Owned?
- 121 (d) Is there a water purifier system? ..... Yes  No   
122 If "Yes", is it:  Leased  Owned?
- 123 (e) What type of sewage system serves the Property?  Public Sewer  Private Sewer  
124  Septic System  Cesspool  Lagoon  Other \_\_\_\_\_
- 125 (f) The location of the sewer line clean out trap is: UNKNOWN
- 126 (g) Is there a sewage pump on the septic system? ..... N/A  Yes  No   
127 (h) Is there a grinder pump system? ..... Yes  No
- 128 (i) If there is a privately owned system, when was the septic tank, cesspool, or sewage  
129 system last serviced? \_\_\_\_\_ By whom? \_\_\_\_\_
- 130 (j) Is there a sprinkler system? ..... Yes  No   
131 Does sprinkler system cover full yard and landscaped areas? ..... N/A  Yes  No   
132 If "No", explain in detail: \_\_\_\_\_
- 133 (k) Are you aware of any leaks, backups, or other problems relating to any of the,  
134 plumbing, water, and sewage related systems? ..... Yes  No
- 135 (l) Type of plumbing material currently used in the Property:  
136  Copper  Galvanized  Other \_\_\_\_\_  
137 The location of the main water shut-off is: BASEMENT
- 138 (m) Is there a back flow prevention device on the lawn sprinkling system,  
139 sewer or pool? ..... N/A  Yes  No

140 If your answer to (k) in this section is "Yes", explain in detail (attach available  
141 documentation): \_\_\_\_\_  
142 \_\_\_\_\_  
143 \_\_\_\_\_  
144 \_\_\_\_\_

- 145 **10. HEATING AND AIR CONDITIONING.**
- 146 (a) Does the Property have air conditioning? ..... Yes  No
- 147  Central Electric  Central Gas  Heat Pump  Window Unit(s)
- 148 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
- 149 1. UNKNOWN
- 150 2.
- 151 (b) Does the Property have heating systems? ..... Yes  No
- 152  Electric  Fuel Oil  Natural Gas  Heat Pump  Propane
- 153  Fuel Tank  Other \_\_\_\_\_
- 154 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
- 155 1. UNKNOWN
- 156 2.
- 157 (c) Are there rooms without heat or air conditioning? ..... Yes  No
- 158 If "Yes", which room(s)? \_\_\_\_\_
- 159 (d) Does the Property have a water heater? ..... Yes  No
- 160  Electric  Gas  Solar
- 161 Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By Whom?
- 162 1. UNKNOWN
- 163 2.
- 164 (e) Are you aware of any problems regarding these items? ..... Yes  No
- 165 If "Yes", explain in detail: \_\_\_\_\_
- 166 \_\_\_\_\_
- 167 \_\_\_\_\_
- 168 \_\_\_\_\_
- 169 \_\_\_\_\_

- 170 **11. ELECTRICAL SYSTEM.**
- 171 (a) Type of material used:  Copper  Aluminum  Unknown
- 172 (b) Type of electrical panel(s):  Breaker  Fuse
- 173 Location of electrical panel(s): BASEMENT
- 174 Size of electrical panel (total amps), if known: \_\_\_\_\_
- 175 (c) Are you aware of any problem with the electrical system? ..... Yes  No
- 176 If "Yes", explain in detail: \_\_\_\_\_
- 177 \_\_\_\_\_
- 178 \_\_\_\_\_
- 179 \_\_\_\_\_

- 180 **12. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:**
- 181 (a) Any underground tanks on the Property? ..... Yes  No
- 182 (b) Any landfill on the Property? ..... Yes  No
- 183 (c) Any toxic substances on the Property, (e.g. tires, batteries, etc.)? ..... Yes  No
- 184 (d) Any testing for any of the above-listed items on the Property? ..... Yes  No
- 185 (e) Any testing for radon on the Property? ..... Yes  No
- 186 (f) Any testing for mold on the Property? ..... Yes  No
- 187 (g) Any other environmental issues? ..... Yes  No
- 188 (h) Any methamphetamine or controlled substances ever being
- 189 used or manufactured on the Property? ..... Yes  No
- 190 **(In Missouri, a separate disclosure is required if methamphetamine or**
- 191 **other controlled substances have been present on or in the Property.)**

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

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

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

220 If any of the answers in this section are "Yes" (except c and e), explain in detail (attach other  
221 documentation): \_\_\_\_\_  
222 \_\_\_\_\_  
223 \_\_\_\_\_  
224 \_\_\_\_\_

225 Homeowner's Association dues are paid in full until \_\_\_\_\_ in the amount of \$ \_\_\_\_\_  
226 payable  yearly  semi-annually  monthly  quarterly, sent to \_\_\_\_\_ and  
227 such includes: \_\_\_\_\_

228 Homeowner's Association/Management Company contact name, phone number, website, or email  
229 address: \_\_\_\_\_  
230 \_\_\_\_\_  
231 \_\_\_\_\_  
232 \_\_\_\_\_

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

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

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

- 238 (a) Any of the following?  
239  Party walls  Common areas  Easement Driveways ..... Yes  No
- 240 (b) Any fire damage to the Property? ..... Yes  No
- 241 (c) Any liens, other than mortgage(s)/deeds of trust currently on the Property? . Yes  No
- 242 (d) Any violations of laws or regulations affecting the Property? ..... Yes  No
- 243 (e) Any other conditions that may materially affect the value  
244 or desirability of the Property? ..... Yes  No

- 245 (f) Any other condition, including but not limited to financial, that may prevent  
246 you from completing the sale of the Property? ..... Yes  No
- 247 (g) Any general stains or pet stains to the carpet, the flooring or sub-flooring? .. Yes  No
- 248 (h) Having keys for all exterior doors, including garage doors to the Property? .. Yes  No
- 249 List locks without keys \_\_\_\_\_
- 250 (i) Any violations of zoning, setbacks or restrictions, or non-conforming uses? . Yes  No
- 251 (j) Any unrecorded interests affecting the Property? ..... Yes  No
- 252 (k) Anything that would interfere with giving clear title to the BUYER? ..... Yes  No
- 253 (l) Any existing or threatened legal action pertaining to the Property? ..... Yes  No
- 254 (m) Any litigation or settlement pertaining to the Property? ..... Yes  No
- 255 (n) Any added insulation since you have owned the Property? ..... Yes  No
- 256 (o) Having replaced any appliances that remain with the Property in the  
257 past five years? ..... Yes  No
- 258 (p) Any transferable warranties on the Property or any of its  
259 components?..... Yes  No
- 260 (q) Having made any insurance or other claims pertaining to the Property  
261 in the past 5 years? ..... Yes  No
- 262 If "Yes", were repairs from claim(s) completed? ..... N/A  Yes  No
- 263 (r) Any use of synthetic stucco on the Property? ..... Yes  No

264 **If any of the answers in this section are "Yes" (except h), explain in detail:** \_\_\_\_\_  
 265 THE PREVIOUS WASHING MACHINE WAS REPLACED WITH A NEW WHIRLPOOL UNIT UNDER HOME OWNER'S WARRANTY  
 266 \_\_\_\_\_  
 267 \_\_\_\_\_  
 268 \_\_\_\_\_  
 269 \_\_\_\_\_

270  
 271 **16. UTILITIES.** Identify the name and phone number for utilities listed below.  
 272 Electric Company Name: KCP&L Phone # (816) 471-5275  
 273 Gas Company Name: MISSOURI GAS ENERGY Phone # (816) 756-5252  
 274 Water Company Name: KCMO WATER SERVICES DEPT. Phone # (816) 513-1313  
 275

276 **17. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS).**  
 277 The Residential Real Estate Sale Contract, including this paragraph of the residential Seller's  
 278 Disclosure and Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other  
 279 promotional material, provides for what is included in the sale of the Property. Items listed in the  
 280 "Additional Inclusions" or "Exclusions" in Subparagraphs 1a and 1b of the Contract supersede the  
 281 Seller's Disclosure and the pre-printed list in Paragraph 1 of the Contract. If there are no "Additional  
 282 Inclusions" or "Exclusions" listed, the Seller's Disclosure and the pre-printed list govern what is or is  
 283 not included in this sale. If there are differences between the Seller's Disclosure and the Paragraph  
 284 1 list, the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the  
 285 "Additional Inclusions" and/or the "Exclusions" in Paragraph 1a and/or 1b, all existing improvements  
 286 on the Property (if any) and appurtenances, fixtures and equipment (which seller agrees to own free  
 287 and clear), whether buried, nailed, bolted, screwed, glued or otherwise permanently attached to  
 288 Property are expected to remain with Property.  
 289

290 "OS" = Operating and Staying with the Property (any item that is performing its intended  
 291 function).  
 292 "EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an  
 293 Unacceptable Condition.  
 294 "NA" = Not applicable (any item not present).  
 295 "NS" = Not staying with the Property (item should be identified as "NS" below and  
 296 addressed as an exclusion in the Contract).  
 297

298 <u>NA</u> Air Conditioning Window Units, # ___	Kitchen Appliances	<u>NA</u> Spa/Hot Tub
299 <u>OS</u> Air Conditioning Central System	<u>OS</u> Cooktop ___ Elec. <u>X</u> Gas	<u>NA</u> Spa/Sauna
300 <u>NA</u> Attached Audio/Visual Equipment	<u>OS</u> Dishwasher	<u>NA</u> Spa Equipment
301 <u>OS</u> Attic Fan	<u>OS</u> Disposal	<u>NA</u> Sprinkler System
302 <u>OS</u> Ceiling Fans, # <u>5</u>	<u>NA</u> Freezer	<u>NA</u> Sprinkler System Back Flow Valve
303 <u>NA</u> Central Vac and Attachments	Location _____	<u>NA</u> Sprinkler System Auto Timer
304 <u>OS</u> Doorbell	<u>OS</u> Iceemaker	<u>NA</u> Statuary/Yard Art
305 <u>NA</u> Electric Air Cleaner or Purifier	<u>NA</u> Microwave Oven	<u>NA</u> Sump Pump
306 <u>OS</u> Exhaust Fan(s) – Baths	<u>OS</u> Oven	<u>NA</u> Swimming Pool
307 <u>NA</u> Fireplace Heat Re-circulator	___ Elec. <u>X</u> Gas ___ Convection	<u>NA</u> Swimming Pool Heater
308 <u>NA</u> Fireplace Insert	<u>OS</u> Refrigerator (#1)	<u>NA</u> Swimming Pool Equipment
309 <u>NA</u> Fireplace Gas Logs	Location _____	<u>NA</u> TV Antenna/Receiver/Satellite Dish
310 <u>NA</u> Fireplace Gas Starter	<u>NA</u> Refrigerator (#2)	___ Owned ___ Leased
311 <u>NA</u> Fireplace – Wood Burning Stove	Location _____	<u>NA</u> Water Softener and/or Purifier
312 <u>NA</u> Fountain(s)	<u>NA</u> Trash Compactor	___ Owned ___ Leased
313 <u>OS</u> Furnace/Heat Pump/Other Htg System	<u>OS</u> Laundry - Washer	Other _____
314 <u>NA</u> Garage Door Opener(s)	<u>OS</u> Laundry - Dryer	Other _____
315 <u>NA</u> Garage Door Transmitter(s), # ___	<u>NA</u> Propane Tank	Other _____
316 <u>NA</u> Gas Grill	___ Owned ___ Leased	Other _____
317 <u>NA</u> Gas Yard Light	<u>NA</u> Security System	Other _____
318 <u>NA</u> Humidifier	___ Owned ___ Leased	Other _____
319 <u>NA</u> Intercom	<u>OS</u> Smoke Detector(s), # ___	Other _____

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

327  
 328 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the  
 329 foregoing Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure  
 330 Statement to be a warranty or guarantee of any kind. SELLER hereby authorizes the Licensee assisting  
 331 SELLER to provide this information to prospective BUYER of the Property and to real estate brokers and  
 332 salespeople. **SELLER will promptly notify Licensee assisting the SELLER, in writing, if any**  
 333 **information in this disclosure changes prior to Closing, and Licensee assisting the SELLER will**  
 334 **promptly notify Licensee assisting the BUYER, in writing, of such changes. (SELLER and BUYER**  
 335 **initial and date any changes and/or attach a list of additional changes. If attached, # \_\_\_\_\_ of**  
 336 **pages).**

337  
 338 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**  
 339 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**  
 340 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

341  
 342  
 343  
 344 \_\_\_\_\_ 9/9/11 \_\_\_\_\_  
 345 SELLER Dennis Cashman DATE SELLER DATE

346 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

- 347
- 348 1. I understand and agree the information in this form is limited to information of which SELLER has
- 349 actual knowledge and SELLER need only make an honest effort at fully revealing the information
- 350 requested.
- 351 2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s)
- 352 or agents concerning the condition or value of the Property.
- 353 3. I agree to verify any of the above information, and any other important information provided by
- 354 SELLER or Broker (including any information obtained through the Multiple Listing Service) by an
- 355 independent investigation of my own. I have been specifically advised to have Property examined by
- 356 professional inspectors.
- 357 4. I acknowledge neither SELLER nor Broker is an expert at detecting or repairing physical defects in
- 358 Property.
- 359 5. I specifically represent there are no important representations concerning the condition or value of
- 360 Property made by SELLER or Broker on which I am relying except as may be fully set forth in writing
- 361 and signed by them.

362

363

364

365

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**BUYER** **DATE** **BUYER** **DATE**

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright January 2011. Last revised 09/10. All previous versions of this document may no longer be valid.

REALTY EXECUTIVES  
OF KANSAS CITY  
11401 Ash  
Leawood, Kansas 66211  
Bus: (913) 642-4888  
FAX: (913) 642-7053



REALTY EXECUTIVES  
OF KANSAS CITY  
100 NE Tudor  
Lee's Summit, MO 64086  
Bus: (816) 246-7500  
FAX: (816) 994-0500

**COMPANY DISCLOSURE ADDENDUM**

SELLER: Dennis Cashman {ASP}

BUYER: \_\_\_\_\_

PROPERTY: 4161 Holly, Kansas City, MO 64111  
Please print all of the above

**FRANCHISE DISCLOSURE STATEMENT**

Realty Executives of Kansas City is an independent franchise of Realty Executives International, Inc., and is solely responsible for its own debts and liabilities and Realty Executives International, Inc. is not responsible for the acts, liabilities or debts of this broker.

**AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT**

This is to give you notice that companies affiliated with Realty Executives of Kansas City have a business relationship with Realty Home Mortgage, LLC, an affiliate of Wells Fargo Home Mortgage and have a 49.9% ownership interest in Realty Home Mortgage, LLC, an affiliate of Wells Fargo Home Mortgage, and because of this relationship, the use of this service may provide companies affiliated with Realty Executives of Kansas City a financial or other benefit. Set forth below is the estimated charge or range of charges for the settlement services listed.

Loan Origination                      0% to 3% of loan

You are NOT required to use the listed provider as a condition for the purchase or sale of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

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

**ACKNOWLEDGEMENT**

I/we have read this disclosure form, and understand that Realty Executives of Kansas City is referring me/us to purchase the above described settlement service(s) and may receive a financial or other benefit as the result of this referral.

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE 9/19/11

SELLER Dennis Cashman DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_



**LEAD BASED PAINT DISCLOSURE ADDENDUM**  
 Disclosure of Information on Lead-Based Paint and/or  
 Lead-Based Paint Hazards

1 SELLER: Dennis Cashman {ASP}

2  
 3 PROPERTY: 4161 Holly, Kansas City, MO 64111

4  
 5 **Lead Warning Statement:**  
 6 *Every purchaser of any interest in residential real property on which a residential*  
 7 *dwelling was built prior to 1978 is notified that such property may present exposure to*  
 8 *lead from lead-based paint that may place young children at risk of developing lead*  
 9 *poisoning. Lead poisoning in young children may produce permanent neurological*  
 10 *damage, including learning disabilities, reduced intelligence quotient, behavioral*  
 11 *problems, and impaired memory. Lead poisoning also poses a particular risk to*  
 12 *pregnant women. The seller of any interest in residential real property is required to*  
 13 *provide the buyer with any information on lead-based paint hazards from risk*  
 14 *assessments or inspections in the seller's possession and notify the buyer of any known*  
 15 *lead-based paint hazards. A risk assessment or inspection for possible lead-based paint*  
 16 *hazards is recommended prior to purchase.*

17  
 18 **Seller's Disclosure (Initial applicable lines)**

19 a) DC **PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED**  
 20 **PAINT HAZARDS: (check one below)**

21  Known lead-based paint and/or lead-based paint hazards are present in the housing  
 22 (explain).  
 23 \_\_\_\_\_

24  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the  
 25 housing.

26  
 27 b) DC **RECORDS AND REPORTS AVAILABLE TO THE SELLER:**  
 28 **(check one below)**

29  Seller has provided the Buyer with all available records and reports pertaining to  
 30 lead-based paint and/or lead-based paint hazards in the housing (list documents  
 31 below).  
 32 \_\_\_\_\_

33  Seller has no reports or records pertaining to lead-based paint and/or lead-based  
 34 paint hazards in the housing.

35  
 36 **Buyer's Acknowledgment (Initial applicable lines)**

37 c) \_\_\_\_\_ **BUYER HAS RECEIVED COPIES OF ALL INFORMATION LISTED**  
 38 **ABOVE**

39 d) \_\_\_\_\_ **BUYER HAS RECEIVED THE PAMPHLET**  
 40 *"Protect Your Family from Lead in Your Home"*

41 e) \_\_\_\_\_ **BUYER HAS: (Check one below)**  
 42  Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk  
 43 assessment or inspection for the presence of lead-based paint or lead-based paint  
 44 hazards; or  
 45  Waived the opportunity to conduct a risk assessment or inspection for the presence  
 46 of lead-based paint and/or lead-based paint hazards.

47 **Licensee's Acknowledgment: (initial)**

48 f) BET Licensee has informed the Seller of the Seller's obligations under 42 U.S.C.  
49 4852d and is aware of his/her responsibility to ensure compliance.

50 **Certification of Accuracy**

51 The following parties have reviewed the information above and certify, to the best of their  
52 knowledge, the information they have provided is true and accurate.

53  
54

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

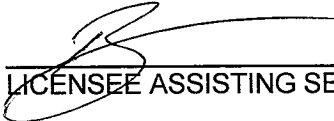
58  
59

60  9/9/11  
61 SELLER Dennis Cashman DATE BUYER DATE

62  
63

64 SELLER DATE BUYER DATE

65  
66

67  9/9/11  
LICENSEE ASSISTING SELLER DATE LICENSEE ASSISTING BUYER DATE

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