

REAL ESTATE AUCTION BUYER'S INFORMATION PACKAGE



ONLINE BIDDING ONLY
7/14/2014 at 3PM – 7/31/2014 at 3PM

Alison J. Smith, Conservator for Bonnie J. Simpson
401 Norton Avenue
Liberty, MO 64068



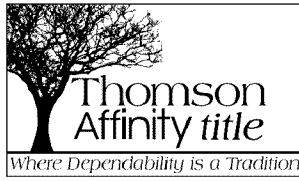
www.kcauctionrealty.com

David Schulman, Auctioneer/Broker, 816-455-5520



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-



**Commitment for Title Insurance
Schedule A**

File No: 206510

Prepared For:

E-Mail: KC Auciton & Realty, David S Schulman (david@dschulmanassociates.com)

Owners Premium: TBAU
Owners Exam: TBAU
Loan Premium: TBAU
Loan Exam: TBAU

1. **Effective Date:** June 2, 2014 at 8:00 AM

2. **Policy or Policies to be issued:**

- a. Owner's Policy (6/17/06): Amount: TBAU
Proposed Insured:
To Be Agreed Upon
- b. Loan Policy (6/17/06): Amount: TBAU
Proposed Insured:
Lender - to be agreed upon

3. **The estate or interest in the land described or referred to in this Commitment is:** Fee Simple

4. **Title to the estate or interest in the land is at the Effective Date vested in:**

The Estate of Bonnie J Simpson aka Bonnie Jean Simpson, an incapacitated and disabled person, subject to the administrative authority of Alison J Smith, as Conservator of the Bonnie Jean Simpson Estate No. 14CY-PR00024, in the probate division of the Clay County, Missouri Circuit Court

5. **The land referred to in this Commitment is described as follows:**

A part of Tract 21, URBAN HEIGHTS, an addition in Glenaire, Clay County, Missouri, as shown by the duly recorded plat thereof described as follows: Beginning at the Northwest corner of said Tract 21, thence East on the North line of said tract 102.90 feet; thence South 185 feet; thence West 102.90 feet to the West line of Tract 21; thence North on said West line of Tract 21, 185 feet to the Point of Beginning.

(Tax rolls show the address as: 401 Norton Ave, Liberty, Missouri)

Countersigned: _____

Authorized Agent
THOMSON-AFFINITY TITLE, LLC
1000 Middlebrook Dr., Ste. C • Liberty, MO 64068
Ph. (816) 792-0077 • Fax (816) 792-4634

Schedule B - Section 1 Requirements

File No: 206510

The following are the requirements to be complied with:

1. Instrument creating the estate of interest to be insured must be executed and filed for record, to-wit:
The Procuring and recording of the necessary deeds to insure the Policy or Policies to be issued under Item 2 Schedule A of this Commitment for Title Insurance.
2. Pay the full consideration to, or for the account of, the grantors, or mortgagors.
3. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
5. NOTE: The Title Agent issuing this Commitment is furnishing a 24-month chain of title for information purposes only as a customer courtesy and not for purposes of title insurance. The policy, when issued, will provide no insurance as to the accuracy of this information beyond the terms of the policy, and the Company has no other liability or obligation in connection with the information provided below:
 - a) Quit-Claim Deed recorded February 17, 1984 in Book 1538 at Page 369, from James Sterling Gregg, a single person, Grantor, to Bonnie Jean Simpson, a single person, Grantee.
6. Bonnie J Simpson, an incapacitated person owns an undivided interest in the land.

Alison J Smith has been appointed as conservator under Estate No. 14CY-PR00024 in the Circuit Court of Clay County, Missouri.

The conservator's Sale must be authorized by the Court based upon a proper petition and notice and the sale must be for at least three-fourths of the appraised value. In addition, the Court must either confirm the sale or such confirmation must be waived, according to statute and local court rule.

Satisfactory Conservator's Deed from Alison J Smith, as Conservator of Bonnie J Simpson, vesting fee simple title in the proposed insured purchaser.

7. Furnish a complete, executed copy of the real estate contract between the owner as shown on Schedule A hereof and the proposed insured, together with all addenda thereto. This commitment is further subject to closing of the instant transaction in strict compliance with the terms and provisions thereof. We reserve the right to make such additional requirements and/or exceptions as we may then deem necessary.
8. Satisfactory Deed of Trust from the purchaser(s), securing the proposed loan.
9. The proposed purchaser's name, once it is ascertained must be searched for general matters. We reserve the right to make additional requirements and exceptions, particularly in the event that the proposed purchaser is not a natural person.

Schedule B - Section 1

File No: 206510

10. It must be satisfactorily confirmed by seller in writing that the land is not subject to the encumbrance of the liens of any deeds of trust or mortgages.

Note: Our search did not uncover any unreleased recorded deeds of trust or mortgages. We nevertheless require confirmation that there are no unreleased deeds of trust or mortgages.

11. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, it is agreed that as between the Company, the applicant for this Commitment, and every person relying on this Commitment, the Company cannot be required to approve any such evaluation in excess of \$10,000.00 and the total liability of the Company on account of this Commitment shall not exceed said amount.

12. Payment of all assessed taxes for the current year and all prior years; any such taxes which remain unpaid will be shown as exceptions to title in the final policy.

Note: Current tax records indicate the following taxes:

City, state and county taxes for the year 2013 are paid in the amount of \$1,348.29. Prior years are paid. Parcel No. 14-615-00-10-003.00 Pertains to premises in question only

2013 Assessed Value: \$17,290.00.

13. FOR YOUR INFORMATION: General taxes are a lien for the calendar year and become due and payable on November 1 and delinquent after December 31 of each year.
14. The spouse(s) of any record owner must join in the proposed deed/mortgage.
15. Note: We presume that grantees who constitute a married couple intend to acquire title to Kansas property as joint tenants and to Missouri property as tenants by the entirety (i.e., with rights of survivorship). We also presume that grantees who do not constitute a married couple intend to acquire title as tenants in common (i.e., without rights of survivorship). We must be advised if the presumption is incorrect and we must then be given specific instructions as to the manner in which the grantees intend to acquire title.
16. A special city tax assessments search should be made prior to closing and any special assessments must be paid at closing. We reserve the right to make any additional requirements and/or exceptions if deemed necessary.
17. Furnish proof that Homes Association Dues are current and paid to date, or, state that said association is inactive.
18. **If we are preparing a Settlement Statement in connection with this Commitment, we must receive figures at least 24 hours in advance of closing.**
19. Note: If we will be acting as settlement agent, we will require that funds be placed on deposit with us in the form of either a cashier's check or wired funds prior to disbursement.

Schedule B - Section 1

File No: 206510

20. Documents recorded in connection with this file are to be recorded in Clay County, Missouri.

Recording fees and filing fees are as follows:

Real Estate:

First Page	\$24.00 (per document)
Each Additional Page	\$ 3.00 (per document)
Electronic Filing Fee‡	\$ 4.00 (per document)

Potential additional charges and fees are:

Non-standard document fee	\$25.00 (per document)
Reference to more than one document	\$ 5.00 (per reference)
Recorder-required cover sheet	\$ 3.00 (per document)
UCC Filing Fees - contact our office	

Schedule B - Section 2

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. All assessments and taxes for the year 2014 and all subsequent years.
8. Premises in question are within the boundaries of Public Water Supply District No. 2 and are, therefore, liable for assessments levied thereunder. Decree filed December 24, 1938 as Document No. 65917 and March 20, 1939 as Document No. 66802.
9. Rights of parties in possession of any part of the land under unrecorded leases or agreements.
10. Judgments and tax liens, if any, against the proposed purchaser(s).
Note: The foregoing exception will be deleted from a loan policy insuring purchase-money financing, in which case the fact of such purchase-money status should appear on the face of the financing document. If the proposed loan includes any non-purchase money, this Company must be so informed and additional exception will be taken to any judgments and/or tax liens against parties of similar name. We reserve the right to make such additional requirements and exceptions as we may then deem necessary.

COMMITMENT FOR TITLE INSURANCE

Issued by Commonwealth Land Title Insurance Company



COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 120 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.

Attest:

A handwritten signature in black ink, appearing to be "M. [unclear]".

Secretary



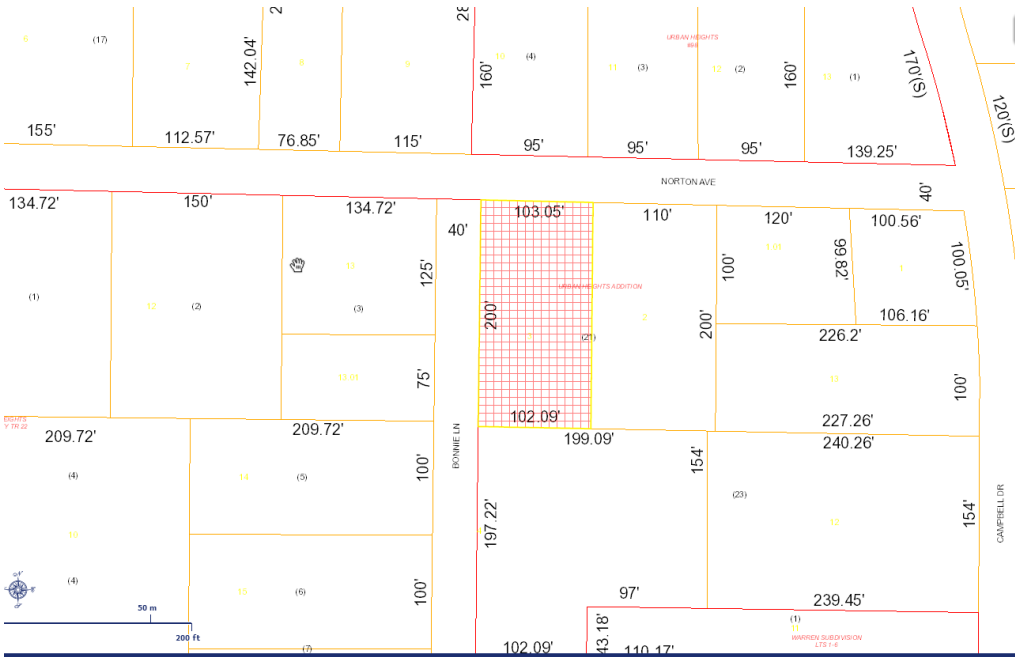
By:

A handwritten signature in black ink, appearing to be "G. [unclear]".

President

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.



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200 ft

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BONNIE LN

CAMPBELL DR

URBAN HEIGHTS
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URBAN HEIGHTS ADDITION

WARREN SUBDIVISION
LTS 1-6



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

1 SELLER: Alonso J Smith Conservator for Bonnie J Simpson

2 PROPERTY: 401 Norton Avenue, Liberty, MO 64088

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 understands that the law
7 requires disclosure of any material defects, known to SELLER, in the Property to prospective Buyer(s)
8 and that failure to do so may result in civil liability for damages. Non-occupant SELLERS are not
9 relieved of this obligation. This disclosure statement is designed to assist SELLER in making these
10 disclosures. Licensee(s), prospective buyers and buyers will rely on this information.

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.

17 3. OCCUPANCY.

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

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

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

43 If any of the answers in this section are "Yes" (except h), explain in detail (attach other
44 documentation):
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SELLER Initials BUYER Initials

Handwritten note: Have not lived on property for 24 years

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5. ROOF.

- (a) Approximate Age: _____ years Unknown Type: _____
- (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 (attach all warranty information and other documentation): _____

6. 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 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 (attach all warranty information and other documentation): _____

7. STRUCTURAL, BASEMENT AND CRAWL SPACE 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 and/or chimney? Yes No
Date of last cleaning? _____
- (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

MS
SELLER | SELLER

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Have not lived on property over 24 years

98 If any of the answers in this section are "Yes" (except h), explain in detail (attach all warranty
99 information and other documentation): _____
100 _____
101 _____
102 _____
103 _____

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

105 (a) Are you aware of any additions, structural changes, or other material
106 alterations to the Property? Yes No
107 If "Yes", explain in detail: _____
108 _____

109 (b) If "Yes", were all necessary permits and approvals obtained, and was all
110 work in compliance with building codes? N/A Yes No
111 If "No", explain in detail: _____
112 _____

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114 **9. PLUMBING RELATED ITEMS.**

115 (a) What is the drinking water source? Public Private Well Cistern
116 If well water, state type _____ depth _____
117 diameter _____ age _____

118 (b) If the drinking water source is a well, when was the water last checked for
119 safety and what was the result of the test? _____

120 (c) Is there a water softener on the Property? Yes No
121 If "Yes", is it: Leased Owned?

122 (d) Is there a water purifier system? Yes No
123 If "Yes", is it: Leased Owned?

124 (e) What type of sewage system serves the Property? Public Sewer Private Sewer
125 Septic System Cesspool Lagoon Other _____

126 (f) The location of the sewer line clean out trap is: _____

127 (g) Is there a sewage pump on the septic system? N/A Yes No

128 (h) Is there a grinder pump system? Yes No

129 (i) If there is a privately owned system, when was the septic tank, cesspool, or sewage
130 system last serviced? _____ By whom? _____

131 (j) Is there a sprinkler system? Yes No
132 Does sprinkler system cover full yard and landscaped areas? N/A Yes No

133 If "No", explain in detail: _____

134 (k) Are you aware of any leaks, backups, or other problems relating to any of the,
135 plumbing, water, and sewage related systems? Yes No

136 (l) Type of plumbing material currently used in the Property:

137 Copper Galvanized Other _____

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

139 (m) Is there a back flow prevention device on the lawn sprinkling system,
140 sewer or pool? N/A Yes No

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

146 AS Initials _____ Initials _____
SELLER | SELLER BUYER | BUYER

Have not lived on property for 24 years

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10. 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. _____
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. _____
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
Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By Whom?
1. _____
2. _____
- (e) Are you aware of any problems regarding these items? Yes No
If "Yes", explain in detail: _____

11. 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 (total amps), if known: _____
- (c) Are you aware of any problem with the electrical system? Yes No
If "Yes", explain in detail: _____

12. 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 testing for any of the above-listed items on the Property? Yes No
- (e) Any professional testing/mitigation for radon on the Property? Yes No
- (f) Any professional testing/mitigation for mold on the Property? Yes No
- (g) Any other environmental issues? Yes No
- (h) Any methamphetamine or controlled substances ever being used or manufactured on the Property? Yes No
- (In Missouri, a separate disclosure is required if methamphetamine or other controlled substances have been present on or in the Property.)


SELLER | SELLER

Initials _____

Initials _____
BUYER | BUYER

Have not lived on property for 24 years

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

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

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

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: _____

If any of the answers in this section are "Yes" (except i and k), explain in detail (attach other documentation): _____

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

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

AS Initials _____ Initials _____
 SELLER | SELLER BUYER | BUYER

Have not lived on property for 24 years

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15. OTHER MATTERS. ARE YOU AWARE OF:

- (a) Any of the following?
 Party walls Common areas Easement Driveways Yes No
- (b) Any fire damage to the Property? Yes No
- (c) Any liens, other than mortgage(s)/deeds of trust currently on the Property? . Yes No
- (d) Any violations of laws or regulations affecting the Property? Yes No
- (e) Any other conditions that may materially affect the value
or desirability of the Property? Yes No
- (f) Any other condition, including but not limited to financial, that may prevent
you from completing the sale of the Property? Yes No
- (g) Any general stains or pet stains to the carpet, the flooring or sub-flooring? .. Yes No
- (h) Missing keys for any exterior doors, including garage doors to the Property?
List locks without keys _____ Yes No
- (i) Any violations of zoning, setbacks or restrictions, or non-conforming uses? . Yes No
- (j) Any unrecorded interests affecting the Property? Yes No
- (k) Anything that would interfere with giving clear title to the BUYER? Yes No
- (l) Any existing or threatened legal action pertaining to the Property? Yes No
- (m) Any litigation or settlement pertaining to the Property? Yes No
- (n) Any added insulation since you have owned the Property? Yes No
- (o) Having replaced any appliances that remain with the Property in the
past five years? Yes No
- (p) Any transferable warranties on the Property or any of its
components? Yes No
- (q) Having made any insurance or other claims pertaining to the Property
in the past 5 years? Yes No
- If "Yes", were repairs from claim(s) completed? N/A Yes No
- (r) Any use of synthetic stucco on the Property? Yes No

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

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

Electric Company Name: _____ Phone # _____
Gas Company Name: _____ Phone # _____
Water Company Name: _____ Phone # _____

17. 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.

AS Initials _____ Initials _____
SELLER | SELLER BUYER | BUYER

Had not lived on property for 24 years

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"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
- Doorbell
- Electric Air Cleaner or Purifier
- Exhaust Fan(s) - Baths
- Fences - Invisible & Controls
- Fireplace Heat Re-circulator
- Fireplace Insert
- Fireplace Gas Logs
- Fireplace Gas Starter
- Fireplace - Wood Burning Stove, #
- Fountain(s)
- Furnace/Heat Pump/Other Htg System
- Garage Door Keyless Entry
- Garage Door Opener(s), #
- Garage Door Transmitter(s), #
- Gas Yard Light
- Humidifier
- Intercom
- Jetted Tub

KITCHEN APPLIANCES

- Cooktop Elec. Gas
- Dishwasher
- Disposal
- Freezer
- Location _____
- Icemaker (freestanding)
- Microwave Oven
- Oven
- Elec. Gas Convection
- Refrigerator (#1)
- Location _____
- Refrigerator (#2)
- Location _____
- Stove/Range Elec. Gas
- Trash Compactor
- Laundry - Washer
- Laundry - Dryer

MOUNTED ENTERTAINMENT EQUIPMENT

- Item #1 _____
- Location _____
- Item #2 _____
- Location _____
- Item #3 _____
- Location _____
- Item #4 _____
- Location _____
- Outside Cooking Unit
- Propane Tank
- Owned Leased
- Security System
- Owned Leased
- Smoke/Fire Detector(s), # _____
- Spa/Hot Tub
- Spa/Sauna
- Spa Equipment
- Sprinkler System (Components & Controls)
- Sprinkler System Back Flow Valve
- Sprinkler System Auto Timer
- Statuary/Yard Art
- Sump Pump
- Swimming Pool
- Swimming Pool Heater
- Swimming Pool Equipment
- TV Antenna/Receiver/Satellite Dish
- Owned Leased
- Water Softener and/or Purifier
- Owned Leased
- Other _____
- Other _____
- Other _____
- Other _____
- Other _____
- Other _____
- Other _____
- Other _____
- Other _____
- Other _____
- Other _____

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:

AS Initials _____ Initials _____
SELLER | SELLER BUYER | BUYER

Have not lived on property for 24 years

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

352
 353 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**
 354 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
 355 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

356
 357 *Aliya Austin, Counselor*
 358 *to Bonnie J. Smith* 6/17/14
 359 SELLER DATE SELLER DATE
 360

361 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

- 362
 363 1. I understand and agree the information in this form is limited to information of which SELLER has
 364 actual knowledge and SELLER need only make an honest effort at fully revealing the information
 365 requested.
 366 2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s)
 367 or agents concerning the condition or value of the Property.
 368 3. I agree to verify any of the above information, and any other important information provided by
 369 SELLER or Broker (including any information obtained through the Multiple Listing Service) by an
 370 independent investigation of my own. I have been specifically advised to have Property examined by
 371 professional inspectors.
 372 4. I acknowledge neither SELLER nor Broker is an expert at detecting or repairing physical defects in
 373 Property.
 374 5. I specifically represent there are no important representations concerning the condition or value of
 375 Property made by SELLER or Broker on which I am relying except as may be fully set forth in writing
 376 and signed by them.
 377

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 380 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. Last revised 09/13. All previous versions of this document may no longer be valid. Copyright January 2014.



LEAD BASED PAINT DISCLOSURE ADDENDUM

Disclosure of Information on Lead-Based Paint and/or
Lead-Based Paint Hazards

1 SELLER: Allen J Amati, Conservator to Bonnie J Simpson
2
3 PROPERTY: 401 North Avenue, Liberty Mo 64068
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) As 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) As 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) [Signature] 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 Alvin [Signature], Contractor to [Signature]
59 Bonnie J Simpson
60 6/17/14

61 SELLER DATE BUYER DATE

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64 SELLER DATE BUYER DATE

65 [Signature]
66 6/17/14
67 LICENSEE ASSISTING SELLER DATE LICENSEE ASSISTING 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. Last revised 09/12. All previous versions of this document may no longer be valid. Copyright January 2014.

Real Estate Contract

(Auction-Approved by Missouri Legal Counsel)

This Real Estate Contract is made and entered into effective on the date last signed below by the parties ("Effective Date") by and between:

Alison J. Smith, Conservator for Bonnie J. Simpson (herein "Seller", jointly and severally, if more than one) and

[REDACTED] (herein "Buyer", jointly and severally, if more than one).

1. **Real Estate Buyer's Package.**

- a) The Subject Property, defined below, has been purchased on the Effective Date through an auction conducted on Seller's behalf by **Schulman & Associates, LLC / KC Auction & Realty** ("Auctioneer").
- b) Prior to the said Auction, Auctioneer delivered to Buyer (and all prospective bidders) a certain packet of information herein referred to as the "Real Estate Buyer's Package". Among other things, the Real Estate Buyer's Package contains a preliminary commitment for title insurance, issued by "Escrowee" identified below, with respect to the Subject Property.
- c) The Real Estate Buyer's Package, consisting of **30** pages, is attached hereto and is fully incorporated by reference herein so that it becomes an integral part of this Contract.

Identity of Escrowee. For the purposes of this Contract, the "Escrowee" shall be **Thomson Affinity Title, LLC**, whose address is **1000 Middlebrook Dr., Ste C, Liberty, Mo. 64068**. The principal office address of Escrowee is in **Clay County, Missouri** ("County").

2. **Identity of Deed Form.** The deed which Seller shall give to Buyer at Closing shall be a **GENERAL** Warranty Deed.

3. **Sale and Purchase.** Seller agrees to sell and Buyer agrees to buy, upon the terms and conditions and for the consideration set forth below, the real estate and buildings thereon (all of the foregoing being hereinafter collectively referred to as the "Subject Property") legally described in the preliminary commitment for title insurance contained in the "Real Estate Buyer's Package" more fully identified below.

4. **Street Address.** The street address (if any) of the Subject Property is:

401 Norton Ave., Liberty (Glenaire), MO 64068

5. **Fixtures.** The aforesaid purchase and sale of the Subject Property shall include all "fixtures" as defined by the common law of the State of Missouri except for such fixtures as are subject to sale during the same auction at which Buyer has agreed to purchase the Subject Property.

6. **Purchase Price and Payment.** The total purchase price (herein "Purchase Price") which Buyer shall pay to Seller for the Subject Property shall be:

\$ [REDACTED]

payable in the following manner:

- a) **\$2,500.00** (herein "Earnest Money Deposit" or "Deposit") by Seller's check payable to Escrowee and herewith delivered to Auctioneer, which shall immediately deposit such check with Escrowee. Escrowee shall hold, pay and disburse same on the following terms and conditions:
 - i) If closing of this transaction shall fail to occur for reasons which do not arise out of Buyer's breach hereof, then said Deposit shall be forthwith returned to Buyer. Escrowee may so disburse the Deposit without consent of Seller so long as, in Escrowee's subjective good faith judgment, closing has failed to occur for reasons which do not arise out of Buyer's breach hereof.
 - ii) If closing of this transaction shall fail to occur for reasons which do arise out of Buyer's breach hereof, Escrowee shall disburse the Deposit, 50% to Seller and 50% to Auctioneer, as liquidated damages herein provided. Escrowee may so disburse the Deposit without consent of Buyer so long as Buyer's breach is clear and convincing in Escrowee's subjective good faith judgment.
 - iii) If closing of this transaction shall fail to occur, Escrowee shall not have disbursed the Deposit under subparagraphs i) and ii) and Seller and Buyer shall be unable to agree upon the disposition of the Deposit within 30 days after the Closing Date hereinafter specified, Escrowee may (at its

option) institute an action in interpleader in the “County” (of Escrowee’s principal office), the purpose of which is to secure Escrowee’s release from further liability as to the Deposit. Escrowee shall be entitled to recover any reasonable costs (including its attorneys fees) incurred in so interpleading the Deposit. Once Escrowee is so released, the Circuit Clerk of the “County” (identified above as the county in which Escrowee has its principal office), shall hold the remaining balance of the Deposit pending outcome and disposition of mandatory arbitration proceedings as hereinafter provided.

- b) \$ _____ (being the balance of the Purchase Price) in cash or certified funds at the Closing Date, subject to contractual and customary closing adjustments.
- 7. **Review and Inspection of Subject Property/No Warranty.** Buyer acknowledges that, prior to execution of this instrument, Buyer has carefully inspected the Subject Property and all parts thereof. Buyer agrees that Buyer will accept the Subject Property in its present “as is” condition. Without limiting the effectiveness or importance of other provisions of this Contract, Buyer agrees that this section, and the immediately following section, are of the essence to Seller.
- 8. **Warranty Disclaimer/No Representations.** Buyer acknowledges that neither Seller nor any other person on Seller’s behalf (including Auctioneer) has made any representations, agreements or warranties as to the value, condition, quality or suitability of the Subject Property or any improvements therein or thereon and, therefore, Buyer agrees to accept title and possession of the Subject Property “as is”, “where is”, “with all faults”, and without express or implied warranties of any nature whatsoever, provided however, Seller agrees that, at the Closing Date, the Subject Property shall be delivered to Buyer in substantially the same condition as it now exists, reasonable wear and tear excepted. **The warranties being disclaimed include, without limitation, implied warranties of merchantability, habitability, tenantability and fitness for a particular purpose.**
- 9. **Physical Condition Executory Waiver and Release.** Seller has encouraged Buyer to thoroughly inspect all physical portions of the Subject Property for the existence of any hidden defects which may exist. In consideration of this Contract, Buyer (for itself and its successors and assigns) hereby waives and releases any and all claims or causes of action which Buyer may have or acquire against Seller from and after the date hereof relative to the condition of the Subject Property. Such agreement on the part of Buyer constitutes a material consideration for the transaction herein contemplated and shall survive Closing.
- 10. **Warranty Deed.** At closing, Seller shall convey the Subject Property to Buyer, in accordance with this Contract, by General Warranty Deed in customary form, subject to the Permitted Exceptions mentioned below.
- 11. **Title Exceptions.** The Subject Property shall be conveyed subject to the following exceptions (“Permitted Exceptions”) to good and marketable title, regardless of whether incorporated into the General Warranty Deed prescribed above:
 - a) Easements, reservations and restrictions of record; and
 - b) General state, county and municipal real estate taxes for the fiscal tax year of closing and subsequent years (subject to proration as hereinafter provided); and
 - c) Installment payments of special assessments (current year’s installments to be prorated as provided below); and
 - d) Portions of the Subject Property in roads, roadways, streets and streams; and
 - e) Ordinances in effect on the date of this Contract as well as at the date of closing; and
 - f) Building lines, restrictions, limitations and easements as shown on the recorded plat (if any) encompassing all or any part of the Subject Property; and
 - g) Leases and tenancies, if any (and, if any, rentals shall be prorated between the parties as of the Closing Date, and Seller shall deliver to Buyer all, if any, security deposits held by Seller as “Landlord”); and
 - h) Any material and adverse encroachment, visible/apparent easement not of record, survey defect, overlap, boundary line dispute or other servitude not of record but which would be revealed by an accurate ALTA survey of the Subject Property; and
 - i) Such Schedule B-2 “exceptions” stated in the preliminary commitment for title insurance contained in the “Real Estate Buyer’s Package” more fully identified below.
 - j) Except as specifically permitted above, no existing mortgages or other liens shall be Permitted Exceptions, provided however, so long as Seller’s sale proceeds are sufficient to discharge such existing mortgage or other liens, such mortgages and liens shall be discharged with Seller’s proceeds of sale.
- 12. **Taxes and Assessments.** General real estate taxes and special assessments (including state, county and city) with respect to the Subject Property shall be prorated as of the Closing Date (Seller shall also, at the Closing Date, pay all said real estate taxes and assessments for all fiscal tax years prior to the fiscal tax year in which the Closing Date occurs).

- a) If the actual amount of current general real estate taxes or assessments is not known, the amount to be prorated shall be the amount of general real estate taxes and assessments for the next preceding fiscal tax year, regardless of the actual amount of said taxes and assessments for the year in which Closing occurs, and such proration at Closing shall be final and conclusive even if the taxes and assessments for the fiscal year of closing are either more or less than the taxes and assessments for the fiscal year on which the proration is based
- b) Any other impositions with respect to the Subject Property (such as but not limited to impositions arising from restrictions, covenants or community contracts applicable to the Subject Property) shall likewise be prorated at the Closing Date.

13. **Insurance, Condemnation and Risk of Loss.** If, prior to the Closing Date, any of the improvement(s) on the Subject Property shall be damaged so that the reasonable cost of restoration shall exceed \$5,000.00 or if any material portion of the Subject Property shall be taken under the power of eminent domain, Seller shall immediately give Buyer notice of same (and the nature and extent thereof) whereupon Buyer may, at the election of Buyer exercised by written notice given to Seller, terminate this Contract at any time within ten (10) days after Buyer shall have received such notice from Seller (or the Closing Date, whichever first occurs) whereupon Buyer shall refund of the Earnest Money Deposit. If Buyer shall not so terminate this Contract within the time provided, this Contract shall remain in full force and effect without any diminution of the Purchase Price and Buyer shall receive all (if any) insurance or condemnation proceeds payable by reason of such material damage or taking with respect to the Subject Property.

14. **Closing, Possession, Breach and Remedies.**

- a) This sale shall be closed at the offices of the Escrowee identified above, at any mutually agreeable time prior to 10:00 A.M. on:

_____, 20____ (“Closing Date”),

but if no mutual agreement for prior closing is so made, closing shall occur on such date and at such time so stated; and

- b) At the time of closing, all monies and papers shall be delivered, and all other things, called for by this Agreement at the time of closing, shall be done; and
- c) Seller shall pay for and bear the following costs of closing:
 - i) 100% of the premium cost for the owner’s policy of title insurance to be provided to Buyer by Seller at the Closing Date; and
 - ii) 100% of the usual and customary fees which shall include Seller’s closing fee, Release recording fee(s). All other fees shall be attributed to and paid and discharged by Buyer.
 - iii) 50% of any escrow charges (if applicable) for funds held in escrow so as may be applicable to the transaction herein contemplated; and
 - iv) 100% of Seller’s share of prorated real estate taxes and assessment; and
 - v) 100% of Auctioneer’s fee/commission.
- d) All other reasonable and customary costs and expenses of closing, if any, shall be paid and discharged by Buyer.
- e) Possession of the Subject Property shall be delivered to Buyer upon receipt of recording clearance, together with keys to the improvements on the Subject Property, subject to any leases, tenancies and the Permitted Exceptions. Grant of possession prior to recording clearance shall be at the sole option of the Seller.
- f) In the event Seller has performed Seller’s obligations hereunder as of and through the Closing Date but Buyer fails to close and consummate hereunder (unless Buyer’s closing and consummation obligations are relieved or suspended under the provisions of this Contract), the parties acknowledge that Seller shall suffer damage which is difficult if not impossible to ascertain. Therefore, in the event Seller has performed Seller’s obligations hereunder as of and through the Closing Date but Buyer fails to close and consummate hereunder when Buyer is required to do so, this Contract shall be automatically terminated whereupon Buyer agrees to pay Seller and Auctioneer (as provided above) **liquidated damages in the amount of the entire Earnest Money Deposit, in lieu of all other damages and in lieu of any specific performance remedies which Seller might otherwise have against Buyer.**

15. **Conditions to Buyer’s Obligation to Consummate.** Buyer shall not be required to close and consummate hereunder unless each and every one of the following conditions have been satisfied on and as of the Closing Date (if the conditions are not satisfied at the Closing Date, Buyer shall have the option to either terminate the Contract or extend the time of closing for a reasonable time so as to enable Seller to satisfy the conditions in which event, Seller [unless otherwise noted below as being a Buyer obligation] shall use due diligence and best efforts to so satisfy such conditions by the time of closing so extended by Buyer):

- a) All (if any) of Seller's covenants, representations and warranties contained herein shall be true when made and as of the Closing Date.
 - b) This Contract shall not have been terminated as provided in other sections hereof.
 - c) Title to the Subject Property shall be in the condition called for in this Contract.
 - d) The Escrowee, at Closing, shall be ready, willing and able to issue an owner's policy of title insurance to Buyer insuring title to the Subject Property to be in the condition called for in this Contract.
16. **Real Estate Commissions.** Seller shall pay all, if any, realtors' and brokers' commissions payable to Auctioneer, by virtue of any transaction mentioned in this instrument.
17. **Time of Essence.** Seller specifically declares to the other party hereto that closing and consummation hereunder no later than the Closing Date is of the essence.
18. **Attorney's Fees.** In the event either party shall institute (or be joined as a party) in any action or proceeding (including arbitration proceedings) due to the performance, non-performance, mis-performance, breach or default under this Contract, then the party who or which substantially prevails in such action or proceeding shall be entitled to recover from the other party such substantially prevailing party's reasonable attorney's fees, court costs and investigative expenses.
19. **Notices.** All notices required or permitted to be given pursuant to this instrument, in order to be effective, must be mailed, if to Seller, at:

1706 Diamond Ave., South Pasadena, CA 91030 (Seller's Notice Address), or to such other substitute address as may be hereafter specified to Buyer by notice given pursuant hereto and, if to Buyer, at:

_____, _____ (Buyer's Notice Address), or to such other substitute address as may be hereafter specified to Seller by notice given pursuant hereto.

Said notices shall be transmitted by Certified United States mail addressed to the other party's Notice Address specified above. If either party shall so mail any notice to the other party's Notice Address specified above, such notice shall be conclusively deemed given on the second regular postal day next following the date of mailing.

20. **Severability.** If any provision of this instrument or any term, paragraph, sentence, clause, phrase or word appearing herein be judicially or administratively held invalid or unenforceable for any reason, such holding shall not be deemed to affect, alter, modify or impair in any manner any other provision, term, paragraph, sentence, clause, phrase or word appearing herein.
21. **Successors and Assigns.** All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors and assigns; it being understood and agreed, however, that Buyer shall have neither the right nor the power to delegate said party's duties or assign said party's rights hereunder without the express written consent of the other party, which consent may be withheld for any or no reason whatsoever.
22. **Governing Law.** This Contract shall be deemed made within the state of Missouri and the laws of such state shall govern the interpretation and construction hereof.
23. **Further Acts.** Both parties shall do and perform such other and further acts as are reasonably necessary so as to effectuate their intentions as herein expressed.
24. **Miscellaneous.**
- a) All rights and remedies of either party herein created or otherwise available at law or in equity are cumulative, and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as deemed desirable.
 - b) Notwithstanding any provision of the Contract to the contrary, each of the parties expressly covenants and agrees that in the interpretation and performance of their obligations under the Contract (and in the exercise of their rights thereunder), they shall act with good faith and shall deal fairly with the other party.
 - c) The failure of either party to insist upon strict performance by the other party of any of the covenants, conditions, provisions, rules and regulations, and agreements in this Contract shall not be deemed a waiver of any of such party's rights or remedies and shall not be deemed a waiver of any subsequent breach or default by the other party.
 - d) No agency or partnership or joint venture relationship is intended to be created, by this instrument or otherwise, between Seller and Buyer.
25. **Lead Paint Disclosure.** The improvements on the Subject Property may have been constructed prior to 1978. If such is the case then, concurrently herewith, Seller and Buyer shall execute a lead-based paint disclosure form and Seller shall immediately give Buyer a copy of the federally mandated pamphlet entitled "Protect Your Family from Lead in Your Home".

26. **Mandatory Arbitration.** If the parties have a dispute regarding the terms hereof or performance hereunder, they shall submit the dispute to arbitration in accordance with rules of the American Arbitration Association. The matter shall be submitted to one arbitrator, technically qualified and experienced in matters pertaining to real estate sales and dispositions. The cost of the arbitrator shall be paid by the party who or which does not substantially prevail in such arbitration proceedings, and the arbitrator's decision shall be final and binding upon the parties.
27. **Escrowee and Auctioneer.** Seller and Buyer jointly and severally agree to indemnify and hold Escrowee and Auctioneer harmless against any and all losses, claims, damages or liabilities and expenses not resulting from Escrowee's or Auctioneer's bad faith or gross negligence, including costs of investigation, attorney fees, and disbursements, which may be imposed upon or incurred by Escrowee or Auctioneer hereunder relative to the performance of their duties related to Seller, Buyer or the Subject Property, including without limitation any litigation arising from or in respect of this Contract or the transactions contemplated hereby. Escrowee and Auctioneer shall not be liable for any error of judgment or for any act done or omitted by them in good faith. Escrowee and Auctioneer are authorized to act on any document believed by them in good faith to be executed by the proper party or parties, and will incur no liability in so acting. Escrowee and Auctioneer are in all respects and for all purposes third party beneficiaries of this Contract to the extent that this Contract would entitle them to rights or benefits if they were signatory parties hereto, and each of them is entitled to enforce such rights and benefits, as herein provided, to the same extent they would be entitled if they were such signatory parties.
28. **Total Integration.** **THE CONTRACT (INCLUDING ANY RIDER, ADDENDUM OR EXHIBIT ATTACHED HERETO) CONSTITUTES THE COMPLETE AGREEMENT BETWEEN SELLER AND BUYER CONCERNING THE RELATIONSHIP OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS, UNDERSTANDINGS, PROMISES OR REPRESENTATIONS BETWEEN SELLER AND BUYER AFFECTING THIS CONTRACT OR THE SUBJECT PROPERTY. ALL PRIOR NEGOTIATIONS AND UNDERSTANDINGS, IF ANY, BETWEEN THE PARTIES HERETO WITH RESPECT TO THE SUBJECT PROPERTY OR THIS CONTRACT SHALL BE OF NO FORCE OR EFFECT AND SHALL NOT BE USED TO INTERPRET THIS INSTRUMENT.**

In Witness Whereof, the parties have executed this instrument on the dates written immediately below.

CAUTION: THIS CONTRACT, ONCE SIGNED, IS A BINDING LEGAL OBLIGATION ON BOTH PARTIES. DO NOT SIGN UNLESS YOU FULLY UNDERSTAND THIS DOCUMENT.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

<p>_____</p> <p>_____</p> <p>Taxpayer I.D.# _____</p> <p>Seller</p>	<p>_____</p> <p>Date</p>	<p>_____</p> <p>_____</p> <p>Buyer</p>	<p>_____</p> <p>Date</p>
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Other Agency Relationships

Missouri law does not prohibit written agency agreements which provide for duties exceeding that of a limited agent described in this pamphlet.

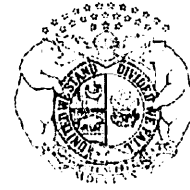
This brokerage authorizes the following relationships:

- Seller's Limited Agent
- Landlord's Limited Agent
- Buyer's Limited Agent
- Tenant's Limited Agent
- Sub-Agent
- Disclosed Dual Agent
- Designated Agent
- Transaction Broker
- Other Agency Relationship

Broker or Entity Name and Address

Schulman & Associates, LLC / KC Auction & Realty
430 NW Sagamore Lane
Kansas City, MO 64116-1737

MISSOURI BROKER DISCLOSURE FORM



This disclosure is to enable you, a prospective buyer, seller, tenant or landlord of real estate, to make an informed choice BEFORE working with a real estate licensee.

Missouri law allows licensees to work for the interest of one or both of the parties to the transaction. The law also allows the licensee to work in a neutral position. How the licensee works depends on the type of brokerage service agreements involved. Since the sale or lease of real estate can involve several licensees, it is important that you understand what options are available to you regarding representation and to understand the relationships among the parties to any transaction in which you are involved.

Missouri laws require that if you want representation, you must enter into a written agreement. This may or may not require you to pay a commission. You do not need to enter into a written agreement with a transaction broker unless you intend to compensate this licensee. These agreements vary and you may also want to consider an exclusive or nonexclusive type of relationship.

If you choose not to be represented by an agent, the licensee working with you may be working for the other party to the transaction.

CHOICES AVAILABLE TO YOU IN MISSOURI

Seller's or Landlord's Limited Agent

Duty to perform the terms of the written agreement made with the seller or landlord, *to exercise reasonable skill and care for the seller or landlord, and to promote the interests of the seller or landlord* with the utmost good faith, loyalty and fidelity in the sale, lease, or management of property.

Information given by the buyer/tenant to a licensee acting as a Seller's or Landlord's Limited Agent will be disclosed to the seller/landlord.

Buyer's or Tenant's Limited Agent

Duty to perform the terms of the written agreement made with the buyer or tenant, *to exercise reasonable skill and care for the buyer or tenant and to promote the interests of the buyer or tenant* with the utmost good faith, loyalty and fidelity in the purchase or lease of property.

Information given by the seller/landlord to a licensee acting as a Buyer's or Tenant's Limited Agent will be disclosed to the buyer/tenant.

Sub-Agent (Agent of the Agent)

Owes the same obligations and responsibilities as the Seller's or Landlord's Limited Agent, or Buyer's or Tenant's Limited Agent.

Disclosed Dual Agent

With the written consent of all parties, represents both the seller and the buyer or the landlord and the tenant.

A Disclosed Dual Agent may disclose any information to either party that the licensee gains that is material to the transaction.

A dual agent may not disclose information that is considered confidential, such as:

- Buyer/Tenant will pay more than the purchase price or lease rate
- Seller/Landlord will accept less than the asking price or lease rate
- Either party will agree to financing terms other than those offered
- Motivating factors for any person buying, selling or leasing the property
- Terms of any prior offers or counter offers made by any party.

Designated Agent

Acts as your specific agent, whether you are a buyer or tenant, or seller or landlord. When the broker makes this appointment, the other real estate licensees in the company do not represent you.

There are two exceptions with both resulting in dual agency:

1. The agent representing you as a buyer or tenant is also the agent who listed the property you may want to buy or lease.
2. The supervising broker of two designated agents becomes involved in the transaction.

Transaction Broker

Does not represent either party, therefore, does not advocate the interest of either party.

A transaction broker is responsible for performing the following:

- Protect the confidences of both parties
- Exercise reasonable skill and care
- Present all written offers in a timely manner
- Keep the parties fully informed
- Account for all money and property received
- Assist the parties in complying with the terms and conditions of the contract
- Disclose to each party of the transaction any adverse material facts known by the licensee
- Suggest that the parties obtain expert advice.

A transaction broker shall not disclose:

- Buyer/Tenant will pay more than the purchase or lease price
- Seller/Landlord will accept less than the asking or lease price
- Motivating factors of the parties
- Seller/Buyer will accept financing terms other than those offered.

A transaction broker has no duty to:

- conduct an independent inspection of, or discover any defects in, the property for the benefit of either party
- conduct an independent investigation of the buyer's financial condition.

TERMS AND CONDITIONS



- **AUCTION REGISTRATION**

THIS IS AN INTERNET ONLY AUCTION, registration will take place online - If you prefer to register or turn in a bid in person, please call our office at 816-455-5520 to make arrangements..

- **EARNEST MONEY DEPOSIT**

A non-refundable deposit of \$2500.00 is required if you are the winning bidder. The winning bidder is required to bring the deposit to 1070 Washington St., Kansas City, MO 64105, and execute a purchase and sales agreement the next business day following the conclusion of the auction. Deposit must be in the form of Cashier's check, or personal check with bank letter of guarantee or cash. All checks should be made out to Thomson Affinity Title, LLC.

- **BUYER'S PREMIUM**

A 10% buyer's premium shall be added to the successful bidder's high bid and included in the total purchase price to be paid by the successful bidder. For example, if you bid \$100,000 the total sale price is \$110,000.

- **REAL ESTATE CLOSING**

Buyers must close within 30 days of the auction date. Time is of the essence. The entire purchase price must be paid by cashiers, certified check, or wired funds at closing. Seller shall furnish at seller's expense an Owner's Policy of Title Insurance in the amount of the total purchase price and shall execute a general warranty deed conveying the real estate to the buyer(s).

- **REAL ESTATE BROKERS/AGENTS**

A commission of 3% calculated on the successful buyer's high bid, shall be paid (where allowed by law) to the qualified broker who is duly licensed in Kansas (for KS properties) or Missouri (for MO properties), whose properly registered client is the successful bidder at the auction, and whose client pays for and settles on the property by the closing date. A broker shall not be entitled to any commission on account of any sale to entity of which (or of any affiliate of which) the broker is a principal, employee or affiliate, or immediate family member. Brokers must register their prospective clients on the appropriate form by contacting Schulman & Associates, LLC / KC Auction & Realty. The form must be submitted via fax, (816) 533-7100 or email (david@dschulmanassociates.com) no later than 24 hours prior to the end of the auction. If a legal entity is the Client, the principals must be disclosed.

- **AGENCY**

Schulman & Associates, LLC / KC Auction & Realty is the selling agent and all parties employed by or associated with Schulman & Associates, LLC / KC Auction & Realty represent the Seller in this transaction.

- **DYNAMIC CLOSING**

The closing time of an asset is automatically extended an additional 10 minutes whenever a bid is placed within the last 10 minutes of the asset's closing time.

- **AUCTION PURCHASE AND SALE AGREEMENT**

The successful bidder shall execute an Auction Purchase and Sales Agreement (P&S) at 1070 Washington St., Kansas City, MO 64105, the next business day following the conclusion of the auction. Upon execution by the Seller, the P&S will supersede all printed material and will serve as the governing document for sale of the property. The P&S contains an acknowledgment that the purchaser has inspected the property prior to the auction, is relying solely on his/her inspection of the property in making the decision to purchase, and is purchasing the property "as is, where is" with all faults and without reliance on any warranty of any kind whatsoever. No changes in the Terms and Conditions of the P&S will be permitted. A sample P&S is included in the Property Information Package available at www.dschulmanassociates.com.

- **FINANCING**

Financing is not a contingency of sale in this offering. Therefore, it is strongly recommended that potential bidders ensure in advance that they are able to obtain the necessary financing to close the transaction. If purchaser cannot obtain financing on the property because he/she cannot fulfill terms or does not qualify, then purchaser must either close for cash within the contractual period or forfeit his/her earnest money deposit.

- **EASEMENTS AND LEASES**

Sale of said property is subject to any and all easements of record and any and all leases.

- **TAXES**

Taxes are to be prorated between Purchaser & Seller as of the closing date.

- **PRE-AUCTION SALES**

As exclusive agents for the Seller, the Auctioneer has a fiduciary obligation to present any and all offers to the Seller. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all auction terms and be submitted to the Auctioneer on the Real Estate Sale Contract along with the required deposit. Properly submitted offers will be presented to the Seller, who may accept or reject such offer in their sole and absolute discretion.

All information contained in this and other advertisements was obtained from sources believed to be accurate. However, no warranty or guarantee, expressed or implied, is intended or made. All buyers must independently investigate and confirm any information or assumptions on which any bid is based. This property is offered for sale to qualified buyers without regard to prospective

buyer's race, color, religion, sex, marital status or national origin. All announcements made at the auction take precedence over any other information or printed matter. Neither Schulman & Associates, LLC / KC Auction & Realty nor the seller makes or has made any representation or warranty with respect to the accuracy, correctness, or completeness of the information, the contents or meaning of the information, or the valuation of the real estate and shall not be held liable. Any decision to purchase or not to purchase the real estate is the sole and independent business decision of the potential buyer. No recourse or cause of action will lie against any of the above-mentioned parties should buyer become dissatisfied with its decision, whatever it may be, at a later date.

Server & Software Technical Issues: In the event there are technical difficulties related to the server, software or any other online auction-related technologies, Schulman & Associates, LLC / KC Auction & Realty reserves the right to extend bidding, continue the bidding, or close the bidding. NEITHER THE COMPANY PROVIDING THE SOFTWARE NOR SCHULMAN & ASSOCIATES, LLC / KC AUCTION & REALTY SHALL BE HELD RESPONSIBLE FOR A MISSED BID OR THE FAILURE OF THE SOFTWARE TO FUNCTION PROPERLY FOR ANY REASON. Email notifications will be sent to registered bidders with updated information as deemed necessary by Schulman & Associates, LLC / KC Auction & Realty.

★ **ONLINE ONLY** ★
LIBERTY, MO - GLENAIRE
REAL ESTATE AUCTION
BIDDING ENDS THURSDAY, JULY 31 @ 3PM



401 Norton Avenue Liberty, MO 64068

Directions: Liberty Dr. to Adkins Rd., South on Adkins Rd. to Norton Ave. East on Norton to home. At corner of Norton and Bonnie Lane

Rehabber's dream! This 3BR/2BA, 1,592 sf, 2-story home in the Glenaire area of Liberty, sits on just under 1/2 acre on a beautiful tree, corner lot. Could possibly be split into two separate lots. The home includes an enclosed front porch, living room, formal dining room, family room and kitchen. It is ready for rehab and will sell via online auction ending on 7/31 at 3PM. Excellent investment opportunity with great potential. COURT ORDERED, \$30,000 minimum opening bid. Pre-auction offers considered.

★ **Open House: Sun., 7/20 from 1-3PM.**

See our website for online bidding details. Call today for a private showing.

Real Estate Terms & Conditions: 10% buyer's premium, \$2,500 escrow deposit due within 24 hrs of online winning bid. Closing within 30 days. Property is sold As-Is in its present condition. Property information package available. Taxes for 2013 were \$1,348.

BROKER PARTICIPATION INVITED! 3% COMMISSION OFFERED!

Property details

Total Square Footage: 1,593 sf

Lot Size: 200'x103'x200'x102'

Year Built: 1910



KC AUCTION & REALTY



WWW.KCAUCTIONREALTY.COM

David Schulman, Broker/Owner

816-455-5520



FOR THE COMPLETE LISTING AND ADDITIONAL PHOTOS GO TO WWW.KCAUCTIONREALTY.COM