

REAL ESTATE AUCTION



Property Information Package

**Real Estate Auction conducted by:
Cates Auction & Realty Company, Inc.
1440 Iron Street
North Kansas City, Missouri
(816) 781-1134**



**Real Estate Auction
Conducted For:**

**Bettye Lou Hadley
3608 N. Lister Avenue
Kansas City, MO 64117**

**October 2, 2010
10:00AM CST**





WELCOME TO THE AUCTION!

We're pleased to have you participating in our auction today. What you are about to experience is the most advanced method of real estate marketing available. If you have any questions about the process, please feel free to ask a Cates representative prior to the start of the auction. We're here to help!

You've probably noticed that real estate auctions are becoming increasingly popular in recent years. That is due to the fact that buyers and sellers alike find that the process is the easiest and most efficient way to conduct real estate transactions. In fact, in 2008, nearly \$60 billion of real estate was sold at public auction!

While many companies and individuals are just beginning to offer real estate auction services, we've been steadfastly marketing and selling real estate at auction since 1942. That's 68 years of bringing buyers and sellers together! It's no secret that each year our company sells more real estate at auction than anyone else in Kansas City.

This package is designed to provide additional information that may be helpful to you in evaluating today's property. Be sure to complete your inspections and have your finances in order before bidding begins. After the auction take a moment to visit www.CatesAuction.com to see other properties and learn more about selling real estate at auction.

Enjoy the auction!

Jeffrey D. Cates, CAI, AARE, CAGA, CES
President

A Third Generation Family Business Since 1942

1440 Iron St., North Kansas City, MO 64116 Tel. 816.781.1134 Fax 816.781.1135 www.CatesAuction.com

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Address	3518 N Lister Avenue	3414 N Chelsea Avenue	3628 N Lister Avenue
MLS#	1620657	1627307	1654280
Status	Sold	Sold	Sold
Area	105 - N=I-35;S=Mo Rvr;E=291;W	105 - N=I-35;S=Mo Rvr;E=291;W	105 - N=I-35;S=Mo Rvr;E=291;W
Type	Residential	Residential	Residential
Subdivision	Chouteau Estates	Chouteau Estates	Chouteau Estates
Floor Plan	Ranch	Split Entry	Raised Ranch
Total Sq. Ft			
Age Description	41-50 Years	41-50 Years	21-30 Years
Bedrooms	3	3	3
Total Baths	2.0	1.1	2.1
Fireplace?	N	Y	N
Basement	Concrete, Daylight, Partial	Finished	Finished, Walk Out
Garage #	1	2	2
Garage Description	Attached	Attached	Attached
Utility Room	In The Basement		In The Basement
Construction	Wood Siding	Metal Siding	Frame, Vinyl Siding
Dining Description	Eat-In Kitchen		Formal Dining
Heating	Forced Air Gas	Central Gas	Natural Gas
Cooling	Central Electric	Central Electric	Central Electric
Water	Public/City	City/Public	City/Public
Sewer	Public/City	City/Public	City/Public
Interior Feature			Pantry, Partial Carpeting, Wood F
Exterior Feature			Fence- Other, Patio, Storage She
Lot Description	Adjoin Greenspace		Corner Lot, Treed
Assoc Dues \$			
Contract Date	09/01/2009	08/22/2009	04/12/2010
Sale Date	10/02/2009	09/25/2009	05/03/2010
Sale Terms	FHA	FHA	FHA
Days on Market	62	48	63
CDOM	62	48	63
Original List \$	\$108,000	\$119,000	\$129,900
List \$	\$108,000	\$114,900	\$119,900
Sale \$	\$101,000	\$115,900	\$120,000
Sale \$/List \$	93.52%	100.87%	100.08%
Sale \$/Orig List \$	93.52%	97.39%	92.38%

Thomson Title Corporation

as agent for
Commonwealth Land Title Insurance Company

700 S 291 Hwy, Ste 100
Liberty, MO 64068
Ph. 816-792-0077
Fax 816-792-4634

Please read the exceptions and terms shown or referred to herein carefully. The exceptions are meant to provide you with notice of matters which are not covered under terms of the title insurance policy and should be carefully considered.

COMMITMENT FOR TITLE INSURANCE SCHEDULE A

File No: 28586

1. Commitment Date: August 24, 2010, 8:00 am
2. Policy (or Policies) to be issued: POLICY AMOUNT

(a) ALTA OWNER'S POLICY: 06-17-06

Proposed Insured: NONE - INFORMATIONAL COMMITMENT ONLY

(b) ALTA LOAN POLICY: 06-17-06

Proposed Insured: NONE - INFORMATIONAL COMMITMENT ONLY

Proposed Borrower: NONE - INFORMATIONAL COMMITMENT ONLY

3. The estate or interest in the land described or referred to in this Commitment and covered herein is Fee Simple and is at the effective date hereof vested in Bettye Lou Hadley

4. The land referred to in the Commitment is described as follows:

Lot 8, Block 5, CHOUTEAU ESTATES, an addition in Kansas City, Clay County, Missouri, according to the recorded plat thereof

Countersigned

Thomson Title Corporation

By 
Authorized Officer or Agent
Commonwealth Land Title Insurance Company

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION I
REQUIREMENTS**

Effective Date: **August 24, 2010, 8:00am**

The following are the requirements to be complied with:

1. Pay the agreed amounts for the interest in the land and/or according to the mortgage to be insured.
2. Pay the premium, fees and charges for the title insurance policy.
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. Instruments creating the estate or interest to be insured must be executed, delivered and filed for record, to-wit:

NONE - INFORMATIONAL COMMITMENT ONLY

6. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
7. This informational commitment is not an abstract or opinion of title, nor is it a commitment to insure title. This commitment is furnished for reference purposes only and should not be relied upon for title purposes when acquiring or conveying an interest in the land. It may not be relied upon as a commitment to insure title to the land herein described. If title insurance is desired, application should be made for a title insurance commitment in a specified amount and identifying the proposed insured.
8. The survey exception and the exception as to easements not shown by the Public Records will be deleted from our title policy if we are provided with an accurate survey of said property showing no title objections, and no easements or claims of easements not shown by the Public Records.
9. Spouse, if any, of Bettye Lou Hadley must join in the execution of all documents pertaining to the premises in question
10. NOTICE: Filed of record a Beneficiary's Deed executed by: Bettye Lou Hadley, a single person, to: Kristi Daleen Shewell, filed: March 10, 2000, recorded in Book: 3123, at Page: 504. Said Deed purports to convey the premises in question to said Grantee(s) upon the death of the last surviving Grantor.

Pursuant to Chapters 381.410 and 381.412 of the Missouri Revised Statutes, effective August 28, 1996, if THOMSON TITLE CORPORATION IS TO PERFORM ANY CLOSING SERVICES related to this transaction, all funds received for said closing must be in the form of CASHIER'S CHECK, CERTIFIED FUNDS, WIRE TRANSFER, escrow check from another title insurer or title agency, check from a government agency or escrow check from a real estate broker. Any other form of payment to escrow must be held 10 days from the date of deposit of the funds into Thomson Title's Escrow Account and may delay disbursement of the entire closing transaction.

To Schedule a closing in regard to this commitment please contact Thomson Title at the following number: (816) 792-0077
Closing Office fax number (816) 781-3450
Title Office fax number (816) 792-4634

For Informational Purposes Only:

Assessed Valuation: \$21,200.00

2009 State and County Taxes PAID, in the amount of: \$1,499.20

State/County Tax ID No. 18-115-00-14-008.00

2009 City Taxes PAID, in the amount of: \$342.52

City Tax ID No. 18-115-00-14-008.00

Note: Taxes are for the premises in question only.

Note: Tax rolls reflect the address to be: 3608 N Lister Avenue, Kansas City, MO. 64117

1cc: Cates Auction & Realty, Inc/Kim Mangum

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: August 24, 2010, 8:00am

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

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. Matters as disclosed on the recorded plat, filed February 7, 1956, recorded in Plat Book 5, at Page 111. Note: Plat includes, but may not be limited to, the following: Building set-back line over the East 35 feet; Utility easement over the West 5 feet of the premises in question.

COMMITMENT FOR TITLE INSURANCE

Issued by Commonwealth Land Title Insurance Company



COMMONWEALTH LAND TITLE INSURANCE CORPORATION, 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.

COMMONWEALTH LAND TITLE INSURANCE COMPANY



By:

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

ATTORNEY

President

A handwritten signature in black ink, appearing to read "John [unclear]".

Secretary

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 and Stipulations.
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 Stipulations 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.



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

SELLER: Bettye Hadley - Kristi Shewell, DPOA
PROPERTY: 3608 N. Lister Ave, Kansas City, MO 64117

1. NOTICE TO SELLER.

Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if space is insufficient for all applicable comments. SELLER agrees to disclose to BUYER all material defects, conditions and facts KNOWN TO SELLER which may materially affect the value of the Property.

2. NOTICE TO BUYER.

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

3. OCCUPANCY.

Approximate age of Property? 52 years How long have you owned? 52 years
Does SELLER currently occupy the Property? Yes No X
If "No", how long has it been since SELLER occupied the Property? 1 years/months

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

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

If any of the answers in this section are "Yes" (except h), explain in detail (attach other documentation): (g) Chainlink fenced backyard.

47 **5. ROOF.**

- 48 (a) Approximate Age: 15 years Unknown Type: Composition Roof 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? 1 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): _____
 99 _____
 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: 1/2 of the basement is finished to family/Recreation
 107 Room & Newly added 1/2 bath in basement in 7-2010
 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: in basement
 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? N/A By whom? N/A
 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: _____
 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. 25 years X backyard fall 2009 - Sears
- 150 2. transferable warranty w/ Sears
- 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. 25 years X basement fall 2009 - Sears
- 156 2. transferable warranty w/ Sears
- 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. basement 40gal.
- 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 radon on the Property? Yes No
- 186 (f) Any testing for radon on the Property? Yes No
- 187 (g) Any testing for mold on the Property? Yes No
- 188 (h) Any other environmental issues? Yes No
- 189 (i) Any methamphetamine or controlled substances ever being
- 190 used or manufactured on the Property? Yes No
- 191 (In Missouri, a separate disclosure is required if methamphetamine or
- 192 other controlled substances have been present on or in the Property.)

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

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

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

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

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

229 Homeowner's Association contact name, phone number, website, or email 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 basement door
- 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

If any of the answers in this section are "Yes" (except h), explain in detail:

265 (g) appears to have a stain on carpet in livingroom & diningroom/kitchen doorway
 266
 267 (P) - transferable warranty on Heating & Air Conditioning with Sears - Just renewed
 268 August 2010 - August 2011
 269

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

271 Electric Company Name: KCP&L Phone # _____
 272 Gas Company Name: Missouri Gas Energy Phone # _____
 273 Water Company Name: KCMO Water Dept Phone # _____
 274
 275

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 printed list in Paragraph 1 of the Contract. If there are no "Additional
 282 Inclusions" or "Exclusions" listed, the Seller's Disclosure and the printed list govern what is or is not
 283 included in this sale. If there are differences between the Seller's Disclosure and the Paragraph 1
 284 list, the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the "Additional
 285 Inclusions" and/or the "Exclusions" in Paragraph 1a and/or 1b, all existing improvements on the
 286 Property (if any) and appurtenances, fixtures and equipment (which seller agrees to own free and
 287 clear), whether buried, nailed, bolted, screwed, glued or otherwise permanently attached to Property
 288 are expected to remain with Property.
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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 and addressed as an exclusion in the Contract).

<u>NA</u> Air Conditioning Window Units, #	<u>OS</u> Garage Door Transmitter(s), # <u>2</u>	<u>NA</u> Sprinkler System
<u>OS</u> Air Conditioning Central System	<u>NA</u> Gas Grill	<u>NA</u> Sprinkler System Back Flow Valve
<u>NA</u> Attached Audio/Visual Equipment	<u>NA</u> Gas Yard Light	<u>NA</u> Sprinkler System Auto Timer
<u>OS</u> Attic Fan	<u>NA</u> Humidifier	<u>NA</u> Statuary/Yard Art
<u>OS</u> Ceiling Fans, # <u>4</u>	<u>NA</u> Intercom	<u>NA</u> Stove, <u> </u> Elec. <u> </u> Gas
<u>NA</u> Central Vac and Attachments	<u>NS</u> Laundry - Washer	<u>OS</u> Stove/Downdraft Cooktop
<u>NA</u> Dishwasher	<u>NS</u> Laundry - Dryer	<u>OS</u> Stove/Oven <u>X</u> Elec. <u> </u> Gas
<u>OS</u> Disposal	<u>NA</u> Microwave Oven	<u>NA</u> Stove/Oven - Convection
<u>NA</u> Doorbell	<u>NA</u> Propane Tank	<u>NA</u> Stove/Oven Clock Timer
<u>NA</u> Electric Air Cleaner or Purifier	<u> </u> Owned <u> </u> Leased	<u>NA</u> Stove Vent Hood
<u>OS</u> Exhaust Fan(s) - Baths	<u>OS</u> Refrigerator	<u>NA</u> Sump Pump
<u>NA</u> Fireplace Heat Re-circulator	Location of Refrigerator <u>Kitchen</u>	<u>NA</u> Swimming Pool
<u>NA</u> Fireplace Insert	<u>NA</u> Security System	<u>NA</u> Swimming Pool Heater
<u>NA</u> Fireplace Gas Logs	<u> </u> Owned <u> </u> Leased	<u>NA</u> Swimming Pool Equipment
<u>NA</u> Fireplace Gas Starter	<u>OS</u> Smoke Detector(s), # <u>4</u>	<u>NA</u> Trash Compactor
<u>NA</u> Fireplace - Wood Burning Stove	<u>NA</u> Spa/Hot Tub	<u>NA</u> TV Antenna/Receiver/Satellite Dish
<u>NA</u> Fountain(s)	<u>NA</u> Spa/Sauna	<u> </u> Owned <u> </u> Leased
<u>OS</u> Furnace/heat Pump/other Htg System	<u>NA</u> Spa Equipment	<u>NA</u> Water Softener and/or purifier
<u>OS</u> Garage Door Opener(s)	<u> </u> Other <u> </u>	<u> </u> Owned <u> </u> Leased
<u>OS</u> Other <u>SHED</u>	<u> </u> Other <u> </u>	<u> </u> Other <u> </u>
<u> </u> Other <u> </u>	<u> </u> Other <u> </u>	<u> </u> Other <u> </u>

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, #
336 pages).

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 Kustad Shanel 9-1-10
343 SELLER DPA DATE SELLER DATE
344 for Betty Hadley
345

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

364

365

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 2010. Last revised 11/09. All previous versions of this document may no longer be valid.



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

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SELLER: Bettye L. Hadley - Kristi Shewell, DPOA

PROPERTY: 31608 N. Lister Ave. Kansas City, MO 64117

Lead Warning Statement:

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

Seller's Disclosure (Initial applicable lines)

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

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

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

b) **RECORDS AND REPORTS AVAILABLE TO THE SELLER: (check one below)**

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

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

Buyer's Acknowledgment (Initial applicable lines)

c) **BUYER HAS RECEIVED COPIES OF ALL INFORMATION LISTED ABOVE**

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

e) **BUYER HAS: (Check one below)**

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

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

48 f)  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

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

58

59  9-1-10
60 SELLER DPOA for Bettye Hadley DATE BUYER DATE
61

62

63 _____
64 SELLER DATE BUYER DATE

65  9-1-10
66 LICENSEE ASSISTING SELLER DATE LICENSEE ASSISTING BUYER DATE
67

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 2010. Last revised 11/03. All previous versions of this document may no longer be valid.

Real Estate Sale 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:

Kristi Daleen Shewell POA for Bettye Lou Hadley (herein "Seller", jointly and severally, if more than one) and _____ (herein "Buyer", jointly and severally, if more than one).

1. **Property Information Package.**
 - a) The Subject Property, defined below, has been purchased on the Effective Date through an auction ("Auction") conducted on Seller's behalf by Cates Auction & Realty Co., Inc. ("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 "Property Information Package". Among other things, the Property Information Package contains a preliminary commitment for title insurance, issued by "Escrowee" identified below, with respect to the Subject Property.
 - c) The Property Information Package, consisting of 29 pages, is attached hereto and is fully incorporated by reference herein so that it becomes an integral part of this Contract.
2. **Identity of Escrowee.** For the purposes of this Contract, the "Escrowee" shall be:
 - a) Thomson Title Corporation
 - b) Whose address is 700 S. 291 Hwy., Ste. 100, Liberty, MO 64068
 - c) The principal office address of Escrowee is in Clay County, Missouri ("County").
3. **Identity of Deed Form.** The deed which Seller shall give to Buyer at Closing shall be a General Warranty Deed (the "Deed").
4. **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 "Property Information Package" more fully identified below.
5. **Street Address.** The street address (if any) of the Subject Property is:
3608 N. Lister Avenue, Kansas City, MO 64117
6. **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.
7. **Purchase Price and Payment.** The total purchase price (herein "Purchase Price") which Buyer shall pay to Seller for the Subject Property shall be:

\$ _____

payable in the following manner:

- a) \$ _____ (herein "Earnest Money Deposit" or "Deposit") by Buyer'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.
8. **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.
9. **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.**
10. **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.
11. **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.
12. **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 Deed identified 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 "Property Information 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.
13. **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.
14. **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 be entitled to 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.
15. **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 4:00 P.M. on: November 2, 2010 (“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 cost of recording Seller’s Deed, to the Subject Property, to Buyer; and
 - ii) 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
 - iii) 50% of any escrow charges or fees charged by the Escrowee so as to close 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 and, if any, all unpaid advertising and marketing expenses for the Auction.
- 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 immediately after closing, together with keys to the improvements on the Subject Property, subject to any leases, tenancies and the Permitted Exceptions.
- 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.**
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, all pursuant to separate agreement between Seller and Auctioneer.
17. **Time of Essence.** Seller specifically declares to Buyer that closing and consummation hereunder no later than the Closing Date is of the essence to Seller.
18. **Attorney’s Fees.** If Seller 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, if Seller prevails in such action or proceeding, Seller shall be entitled to recover from Buyer all of Seller'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:

1221 Milwaukee Street, Excelsior Springs, MO 64117

(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.** If the Subject Property is residential property, 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. **Protection of Auctioneer.** Seller and Buyer jointly and severally agree to indemnify and hold Auctioneer harmless against any and all losses, claims, damages or liabilities and expenses not resulting from Auctioneer's bad faith or gross negligence, including costs of investigation, attorney fees, and disbursements, which may be imposed upon or incurred by Auctioneer hereunder relative to the performance of its 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. Auctioneer shall not be liable for any error of judgment or for any act done or omitted by it in good faith. Auctioneer is authorized to act on any document believed by it, in good faith, to be executed by the proper party or parties, and will incur no liability in so acting. Auctioneer is in all respects and for all purposes third party beneficiary of this Contract to the extent that this Contract would entitle it to rights or benefits if it was a signatory party hereto, and it is entitled to enforce such rights and benefits, as herein provided, to the same extent it would be

entitled if it was such a signatory party.

27. 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.

_____ Date _____ Date

_____ Date _____ Date

Seller

Buyer

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 or transaction brokerage:

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.

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

Cates Auction & Realty Co., Inc.
1440 Iron Street
N. Kansas City MO 64116

AUCTION TERMS AND CONDITIONS:

REGISTRATION:

Registration will begin one hour before the auction. All bidders must provide name, address, phone number, social security number, and a valid driver's license. By registering, all bidders acknowledge having read and agree to be bound by the Auction Terms and Conditions.

DOWN PAYMENT:

The successful bidder(s) shall be required to make a 5% down payment of the total purchase price at the auction site immediately following the close of bidding. Cash, cashier's check or personal or business check will be accepted for the down payment.

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.

CONTRACT SIGNING:

The successful bidder(s) shall execute a purchase agreement at the auction site immediately following the close of bidding. All final bid prices are subject to Seller approval, unless announced otherwise.

CLOSING:

Buyer(s) shall close within 30 days of the auction date. Possession will be delivered at closing subject to any remaining rights of the current tenant(s).

EVIDENCE OF TITLE

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 TAXES & ASSESSMENTS:

2010 taxes are to be prorated as of the closing date.

EASEMENTS AND LEASES:

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

AGENCY:

Cates Auction & Realty Co., Inc. and its representatives are Exclusive Agents of the Seller.

BUYER'S PREMIUM:

A buyer's premium of ten percent (10%) shall be added to the high bid and included in the total purchase price to be paid by the successful bidder(s).

BROKER PARTICIPATION:

A commission will be paid to any properly licensed Broker who registers a successful buyer according to the appropriate Broker Participation Agreement. This form is available from the Auction Company and must be completed and returned no later than 48 hours prior to the auction.

DISCLAIMERS AND ABSENCE OF WARRANTIES

The information in the auction advertising was obtained from sources believed to be accurate, but is subject to verification by all parties relying on it. All sketches and dimensions are approximate. No liability for its accuracy, errors or omissions is assumed by the Seller or the auction company. All bidders are responsible for conducting their own inspections, investigations, inquiries and due diligence concerning the property. The property is being offered on an "AS IS", "WHERE IS" basis and no warranty or representations, expressed or implied, is made by the Seller or the auction company. All announcements made by the Auctioneer during the auction take precedence over any previously printed material or any other oral statements made. All information contained in the advertising and all related materials are subject to the terms and conditions outlined in the purchase agreement. Property available for and subject to sale prior to auction.

STOCK PHOTOGRAPHY

Advertising may contain pictures of wildlife and other items that are for illustrative purposes only.

Standard Coverage

Coverage is for single family dwelling under 5,000 sq. ft.

For all other dwelling types, please call for quote.



The following items are covered for the Home Buyer, and if appropriate coverage is selected, for the Home Seller. Certain limitations apply. A good rule of thumb: if the part or service required does not affect the functioning of the working unit, it is not covered. **CERTAIN ITEMS AND EVENTS ARE NOT COVERED BY THIS CONTRACT. PLEASE REFER TO THE EXCLUSIONS LISTED IN BOLDFACE TYPE IN THIS DOCUMENT.**

FOR ADDITIONAL LANGUAGE VERSIONS, LOG ON TO WWW.ORHP.COM

Heating System/Air Conditioner/Cooler/Ductwork

(Coverage for Home Buyer **ONLY** unless Seller's HVAC Option has been purchased)

NOTE: Coverage available on heating/cooling systems with capacity not exceeding five (5) tons per unit.

No limit to number of covered units for homes under 5,000 sq. ft.

Covered: Primary gas, oil, or electric heater, heat pump (including geothermal and/or water source heat pump components and parts located within the foundation of the home or attached garage which cool and/or heat the home), ductwork, electric central air conditioning condenser, electric wall air conditioner, evaporative cooler, evaporative coil, air handler and respective drain lines, leaks in accessible refrigerant lines, and metering device (e.g. evaporative coil piston or thermal expansion valve.)

If necessary to effect a covered repair or replacement, we will: (1) Upgrade a heating or air conditioning system to maintain compatibility with minimum SEER or HSPF standards, including air handling transition, evaporator coil, refrigerant lines, secondary drain pan and line, plenum, duct transition and indoor electrical. (2) Service a system that was improperly installed, modified or repaired, or was not properly matched in size or efficiency at any time prior to or during the term of the Plan, provided the system is not undersized relative to the square footage of the area being heated or cooled.

Exclusions: Timers and clocks that do not affect the heating/cooling operation of the unit, heat lamps, filters, electronic air cleaners, humidifiers, vents and flues, fuel storage tanks, wood or pellet stoves (even if only source of heating), fireplaces and key valves, inserts, insulation, passive solar space heating and cooling systems, outside or underground piping and components for geothermal and/or water source heat pumps, well pumps and well pump components for geothermal and/or water source heat pumps, heating/water heater combination units, freestanding units, cable heat, electronic, computerized, pneumatic and manual system management and zone controllers, gas air conditioning units, window units, maintenance, cleaning, condenser housing, cooler pads, water towers, roof jacks and stands, inaccessible coil lines, chillers and chiller components, pre-coolers, costs related to recapture or disposal of refrigerants, asbestos covered ductwork, dampers, collapsed or crushed ductwork, ductwork damaged by moisture, diagnostic testing of, or locating leaks to ductwork, including, without limitation, as required by any federal, state or local law, regulation, or ordinance, or when required due to the installation or replacement of system equipment, improperly sized ductwork.

Limits: (1) \$1,500 maximum per Plan for diagnosis, repair or replacement of geothermal, hot water, boiler, radiant heat, steam circulating heating system, air transfer, glycol, Phenix, Polaris, diesel, oil or hydronic systems, water source heat pumps and their air handlers, water cooled condensers.

(2) \$500 maximum per Plan for diagnosis, repair or replacement for concrete encased or inaccessible ductwork.

(3) We will provide access, according to the dollar limits specified in (1) and (2) above, through unobstructed walls, ceilings, and floors only, and will return access opening to rough finish condition.

Seller Specific Limit: (1) Coverage provided for Home Seller **ONLY** when Seller's HVAC Option has been selected. If the Option is selected, heating system and air conditioner/cooler are subject to a combined \$1,500 maximum for diagnosis, repair or replacement during the Seller's Coverage period. All limitations of liability apply.

Electrical/Ceiling Fans/Garage Door Opener

Covered: ★ Electrical System ★ Bath Exhaust Fans ★ Central Vacuum
★ Garage Door Opener ★ Ceiling Fans

Exclusions: Light fixtures including those on ceiling fans, bulbs, ballasts, vents, removable attachments, accessories or hoses, heat lamps, intercoms, alarms, low voltage relay systems, electronic or computerized energy management or lighting and appliance management systems, doorbell and related wiring, chimes, attic fans, saunas or steam rooms, whole house fans, smoke detectors, telephone wiring, inadequate wiring capacity, garage doors and their hinges, springs, and remote transmitters/key pads; solar electrical systems.

Limits: Ceiling fans replaced with builders standard, when necessary.

Plumbing System

Covered:

- ★ Drain Line Stoppages
- ★ Plumbing Pipe Leaks
- ★ Polybutylene Pipe Leaks
- ★ Toilets
- ★ Gas or Electric Water Heater (including tankless and lowboy units)
- ★ Built-in Bathtub Whirlpool Motor and Pump
- ★ Risers and Gate Valves
- ★ Shower Valve
- ★ Stop and Waste Valve*
- ★ Diverter Valve
- ★ Angle Stops
- ★ Recirculating Pump
- ★ Sump Pump (for ground water only)
- ★ Instant Hot Water Dispenser
- ★ Water Pressure Regulator*

Exclusions: Plumbing fixtures including faucets, bathtub, sink, shower base pans and enclosures, gas log lighter, toilet lids and seats, sprinkler or solar systems, vents and flues, septic tank, stoppages that cannot be cleared with cable, hydro jetting, stoppages due to roots, water heater heat pump attachment, sewage ejector, hose bibbs, holding or storage tanks, energy conservation units, noise, electrolysis, whirlpool jets, filters, water conditioning/purification systems, bidets, jet pumps, conditions caused by chemical, calcium, or sediment build-up (except in water heaters), caulking, grouting, inadequate or excessive water pressure, flow restrictions in fresh water lines, basket strainers, pop-up assemblies, Phenix systems; see Limits under Heating System, leaks/damage caused by roots, water heater drip pans, icemaker water lines, fuel storage tanks, shower head, shower arm, fire suppression systems, heating/water heater combination units, multi-valve manifolds.

Limits: (1) \$1,000 maximum per Plan for diagnosis, repair or replacement, as necessary, of polybutylene piping, and leaks emanating from a water, drain or gas pipe either encased in or located under concrete, such as a concrete slab foundation.

(2) Toilet tanks and bowls replaced with builders standard, when necessary.

(3) We will provide access, according to the dollar limits specified in (1) above, through unobstructed walls, ceilings, and floors only, and will return access opening to rough finish condition.

(4) We clear stoppages which can be cleared with standard sewer cable through an existing cleanout without excavation. We do not cover collapsed or broken lines outside the main foundation, access to drain or sewer lines from vent, removal of toilet, and costs to locate, access, or install a ground level cleanout.

Kitchen Appliance Coverage (Kitchen Refrigerator & Washer/Dryer Coverage for Home Buyer **ONLY**)

Covered: ★ Dishwasher ★ Garbage Disposal ★ Kitchen Refrigerator
★ Oven ★ Trash Compactor ★ Clothes Washer
★ Range/Cooktop ★ Kitchen Exhaust Fan ★ Clothes Dryer
★ Built-in Microwave

Exclusions: Pans, trays, lights, light sockets, light switches, baskets, buckets, rollers, racks, handles, runner guards, shelves, interior linings, timers and clocks that do not affect the heating or cleaning operation of the unit, knobs, dials, rotisseries, meat probes, portable or countertop microwaves, trim kits, halogen units, refrigerator/oven combination units, glass including door glass, lock and key assemblies, magnetic induction cooktops, microwave/cooktop drawer combination units, icemakers, ice crushers, ice and beverage dispensers and their respective equipment, interior thermal shells, removable buckets and trays, refrigerator freezers which require an additional compressor to function, cost related to recapture or disposal of refrigerants, food spoilage, insulation, removable components which do not affect the primary function, multi-media centers, wine vaults, touch pad assembly, plastic mini-tubs, soap dispenser, filter, lint screens, venting, "all in one" wash dry units.

Limits: (1) \$1,000 maximum per Plan to diagnose, repair or replace built-in and/or sealed refrigeration units.

Seller Specific Limit: (1) Refrigerators, Washer & Dryers not covered for Home Seller.

POWER OF ATTORNEY ORDERED
AUCTION

Minimum Bid Only \$47,500!

Previous List Price \$94,900



OPEN HOUSE:
Sundays, Sept. 19
& 26, 2-4pm

SATURDAY, OCTOBER 2ND, 10:00 AM

3608 N. Lister Ave., Kansas City, MO 64117

*Property Directions: I-435 to MO-210, west to N. Brighton, north to 34th Terr., west to Lister and address.
or I-35 to Armour Rd/MO-210, east to N. Brighton, north to 34th Terr., west to Lister and address.*

CUTE & COZY, ONE OWNER, 3 BEDROOM TRUE RANCH

Features: 3 bedrooms, 1.5 baths, vinyl siding & tilt-in windows, fresh paint, hardwoods under carpet, living room, dining room, eat-in-kitchen, 1-car garage, finished w/o basement, zoysia lawn, fenced yard, home warranty & more!

FEATURES

- One Owner True Ranch
- Maintenance Free Vinyl Siding
- Vinyl Thermo-pane Tilt-in Windows
- Fresh Interior Paint
- Hardwood Floors under Nice Neutral Carpet
- Updated Kitchen Floor, Stainless Sink & Counter Top
- Updated Insulated Garage Door & Opener
- Partial Finished, Full Walk-out Basement
- Fenced Back Yard with Shed
- Zoysia Lawn
- Lilac, Dogwood, Redbud Trees, Peonies & More!
- One Year Home Warranty!



THE HOME

Living Room: 11x11.6; carpet, ceiling fan

Dining Room: 9x11; carpet

Eat-in Kitchen: all appliances, retro cabinets, updated floor, stainless sink and counter top, ceiling fan

Master Bedroom: 11.3x13.6; 2 large closets, storage

Full Bath: shower/tub combo, new stool, vanity

Bedroom 2: 10x10.3; carpet, closet, storage

Bedroom 3: 10.4x13.6; carpet, ceiling fan, closet, storage

1-Car Garage: 11.7x21; updated insulated garage door and opener

Full Walk-Out Basement: 27x23; rec. room with bar, new half bath, laundry, furnace, storage

Fenced Backyard: with patio, shed and backs to woods

VISIT WWW.CATESAUCTION.COM FOR COMPLETE TERMS AND CONDITIONS, DETAILED PROPERTY INFORMATION PACKAGE AND ADDITIONAL PICTURES.

Summary of Terms: 5% down day of sale. Balance in 30 days at closing. Taxes prorated to closing. 10% buyer's premium. Seller provides title insurance. Property sells as-is, free & clear of liens. Subject to prior sale.

REALTORS / BROKERS

Earn **3% BAC** Offered on this property
Calculated on high bid



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Kansas City's Oldest & Most Experienced

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