



SELLER'S RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

Document updated:
April 2014

SELLER: Adam Michael Wheaton and Lacey Marie Wheaton

DATE: 10/28/2024

PROPERTY ADDRESS: 619 East 7th Street, Kinsley, KS 67547

Part 1. MESSAGE TO THE SELLER:

1. SELLER'S AGREEMENT AND AUTHORIZATIONS:

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


2. SELLER'S INSTRUCTIONS:

- A. SELLER has an obligation under this Statement to:
 - (1) Review this Statement and any attachments carefully;
 - (2) Verify all the important information concerning the Property;
 - (3) Attach all available supporting documentation on the Property;
 - (4) Use explanations lines as requested and when necessary; and
 - (5) Use the explanation lines to explain when the SELLER does not have the personal knowledge to answer a question.
- B. By signing this Statement, SELLER agrees and acknowledges that the failure to disclose known material facts about the Property may result in liability to the BUYER for fraud and misrepresentation.

3. SELLER'S INDEMNIFICATION OF REAL ESTATE LICENSEES:

- A. SELLER agrees to hold harmless, indemnify and defend any real estate licensees involved in this transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to sell the Property.


SELLER'S INITIALS


SELLER'S INITIALS

10/28/2024
DATE OF SELLER'S INITIALS

Part 2. MESSAGE TO THE BUYER:

1. BUYER'S AGREEMENT AND AUTHORIZATIONS:

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

2. BUYER'S INSTRUCTIONS:

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

- (6) Conduct personal or professional inspections of the Property; and
- (7) Investigate the surrounding areas of the Property to determine suitability for the BUYER.

B. By signing this Agreement, BUYER agrees and acknowledges that the failure to exercise due diligence to inspect the Property and verify the information about the condition of the Property contained in this Statement may affect the ability of the BUYER to hold the SELLER liable for conditions on the Property.

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

A. BUYER agrees that any real estate licensees involved in this transaction are not experts at detecting or repairing physical defects in and on the Property. BUYER agrees to hold harmless any real estate licensees involved in this lease transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to purchase the Property.

 BUYER'S INITIALS BUYER'S INITIALS DATE OF BUYER'S INITIALS

Part 3. GENERAL PROPERTY INFORMATION:

1. Approximate age of the Property: 1903
2. Approximate date that SELLER acquired the Property: 08/19/2016
3. Does SELLER currently occupy the Property? Yes No
 If No, how long has it been since the SELLER occupied the Property? 3 months

Part 4. APPLIANCES, EQUIPMENT AND FIXTURES:

Indicate the condition of the following items by marking the appropriate box. Check only one box for each item.

	WORKING	NOT WORKING	NOT INCLUDED		WORKING	NOT WORKING	NOT INCLUDED
1. Air conditioning – central system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	24. Intercom, sound system wiring or			
2. Air conditioning – window units # <u>0</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	built-in speaker system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Air purifier system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	25. Microwave oven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Attic fan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	26. Oven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Cable television wiring/jacks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Electric <input type="checkbox"/> Gas			
6. Ceiling fan(s) # <u>3</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	27. Propane tank	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Central vacuum and attachments	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Leased <input type="checkbox"/> Owned			
8. Clothes dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	28. Range	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Clothes washer	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Electric <input checked="" type="checkbox"/> Gas			
10. Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	29. Range ventilation system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	30. Refrigerator # _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Doorbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	31. Sauna/spa	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Exhaust fans – bathrooms	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Steam <input type="checkbox"/> Dry			
14. Fireplace/fireplace insert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	32. Security system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Blower <input type="checkbox"/> Factory-built <input checked="" type="checkbox"/> Masonry				<input type="checkbox"/> Leased <input type="checkbox"/> Owned			
15. Fireplace gas logs	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	33. Smoke alarms/detectors # <u>2</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Fireplace gas starter	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	34. Sprinkler system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Fireplace wood-burning stove	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Back flow preventer <input checked="" type="checkbox"/> Auto-timer			
18. Garage door opener(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	35. Sump pump	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Number of remotes <u>2</u>				36. Swimming pool	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19. Gas grill	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	37. Telephone wiring/jacks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Heating system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	38. TV antenna/receiver/satellite dish	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Gas <input checked="" type="checkbox"/> Forced air gas <input type="checkbox"/> Electric				<input type="checkbox"/> Leased <input type="checkbox"/> Owned			
<input type="checkbox"/> Boiler (<input type="checkbox"/> Hot water <input type="checkbox"/> Steam)				39. Trash compactor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Heat pump	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	40. Water heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. Hot tub/whirlpool	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	41. Water purifier/softener	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
23. Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	42. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Part 5. STRUCTURAL CONDITIONS:

- 1. What is the approximate age of the roof (if known)? 9 years _____ years Type of roof: asphalt shingle
- 2. Has there been any leaking or other problems with the roof, flashing or rain gutters? Yes No
If Yes, when was the date of the last occurrence? _____
- 3. Have there been any repairs to the roof, flashing or rain gutters? Yes No
If Yes, please provide the date of the repairs: _____
- 4. Has there been any roof replacement? Yes No
If Yes, was the replacement complete or partial.
- 5. How many layers of roofing materials are currently on the roof (if known)? 1 _____
- 6. Have you made any homeowners' insurance claims on the Property? Yes No
If Yes, were all the claims addressed with repairs? Yes No
- 7. Has there ever been leakage/seepage in the basement or crawl space? Yes No
- 8. Has there been any damage to the Property due to fire, flood or wind? Yes No
- 9. Are there any structural problems with the Property? Yes No
- 10. Is any exterior wall covering of the structure covered with synthetic stucco? Yes No
If Yes, are you aware of any adverse conditions with the exterior wall covering? Yes No
If Yes, has there been an inspection to determine whether the structure has excessive moisture accumulation? Yes No
- 11. Is there any damage to the chimney or fireplace? Yes No
When was the chimney or fireplace last cleaned or serviced? _____
- 12. Is there any exposed wiring presently in any structures on the Property? Yes No
- 13. Are there any windows or doors that leak or have broken thermopane seals? Yes No
- 14. Have you ever experienced or are you aware of any:
 Movement, shifting, deterioration or other problems with the crawl space, foundations, slab or walls? Yes No
 Cracks or flaws in the basement floor, ceilings, concrete slab, crawl space, foundations or garage? Yes No
 Corrective action taking to remedy these structural conditions, including but not limited to bracing or ptering? Yes No
 Water leakage or dampness in the Property, crawl space or basement? Yes No
 Dry rot, wood rot or similar conditions on the wood of the Property? Yes No
 Problems with decks, driveways, fences, patios or retaining walls on the Property? Yes No
- 15. Do you have any knowledge of any damage to the Property caused by termites or wood infestation? Yes No
If Yes, is the Property currently under warranty? Yes No
If Yes, please name the company here: _____
- 16. Have you had any termite/pest control treatments for the Property? Yes No
If Yes, please name the company and year treated here: _____
- 17. Has the ground been pre-treated for termites? Yes No
- 18. If you have answered "Yes" to any of the questions in Part 5, please attach documentation and explain here:

The front porch and the basement walls have stucco on them.
 The bricks toward the very top of the chimney have some pieces that have fallen off.

19. Additional Comments:

Part 6. LAND CONDITIONS (BOUNDARIES, DRAINAGE, SOILS, ETC.):

- 1. Is the Property or any portion of the Property located in a flood zone, wetlands area or proposed to be located in such as designated by the Federal Emergency Management Agency (FEMA)? Yes No
- 2. Are you aware of any drainage or flood problems on the Property or adjacent properties? Yes No
- 3. Have any neighbors complained that the Property causes drainage problems? Yes No
- 4. Has the Property had a stake survey? Yes No
If Yes, please attach a copy of the stake survey.
- 5. Are the boundaries of the Property marked in any way? Yes No

- 6. Do you have an Improvement Location Certificate (ILC) for the Property? Yes No
If Yes, please attach a copy of the Improvement Location Certificate (ILC).
- 7. Is there fencing on the Property? Yes No
If Yes, does the fencing belong to the Property? Yes No
- 8. Are you aware of any encroachments, boundary line disputes or non-utility easements affecting the Property? Yes No
- 9. Are there any features of the Property shared in common with adjoining landowners, such as walls, fences, roads or driveways? Yes No
If Yes, is the Property owner responsible for the maintenance of any such shared features? Yes No
- 10. Are you aware of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval or earth stability problems that have occurred on the Property or in the immediate vicinity of the Property? Yes No
- 11. Are you aware of any diseased, dead or damaged trees or shrubs on the Property? Yes No
- 12. If you have answered "Yes" to any of the questions in Part 6, please attach documentation and explain here:

5. The only boundary markings are a water hydrant and concrete that was poured at different times on the sidewalk in the front and the driveway in the back.

9. The back alley drive is shared with the owner of the house to the west. It doesn't have to be shared, just easier access.

13. Additional Comments:

Part 7. PLUMBING, SEWAGE AND WATER SYSTEMS:

- 1. What is the drinking water source on the Property? Public Water Private Water Well Cistern Other None
- 2. If the water source is a Well, please state: Type _____ Depth _____
Diameter _____ Age _____
- 3. If the drinking water source is a Well, has the water originating from the well ever been tested? Yes No
If Yes, please provide the results of such tests in separate documentation.
- 4. Does the Property have any sewage facilities on or connected to it? Yes No
If Yes, please specify: Public Sewer Private Sewer Septic System Lagoon Grinder Pump Cesspool
- 5. If there are sewage facilities on or connected to the Property, when were they last serviced? _____
- 6. Are you aware of any problems relating to the plumbing, sewage or water systems on the Property? Yes No
If Yes, please explain:

7. Additional Comments:

Part 8. ELECTRICAL, NATURAL GAS AND HEATING AND COOLING SYSTEMS:

- 1. Is there electrical service connected to the Property? Yes No
If Yes, is there a meter? Yes No
- 2. If there is no electrical service connected to the Property, what is the distance to the electrical service? _____
- 3. What type of material is used in the electrical wiring (if known)? Copper Aluminum Unknown
- 4. What type of electrical panels exist on the Property (if known)? Breaker Fuse Unknown
Please specify the location of the electrical panels here: the home electrical panels are in the basement and another in garage
- 5. Does the Property have heating systems? Yes No
If Yes, what type? Electric Fuel Oil Natural Gas Heat Pump Propane Other _____
If Yes, please provide the name, age and location of the unit along with the date that the unit was last serviced and by whom:

older units that are in good working order, we just had them serviced by Comfort Pro out of Larned, KS

6. Does the Property have air conditioning? Yes No

If Yes, what type? Central Electric Central Gas Heat Pump Window units Other _____

If Yes, please provide the name, age and location of the unit along with the date that the unit was last serviced and by whom:

older units that are in good working order, we just had them serviced by Comfort Pro out of Larned, KS

7. Does the Property have a water heater? Yes No

If Yes, what type?

Electric Gas Solar

If Yes, please provide the name, age and location of the unit along with the date that the unit was last serviced and by whom:

2 newer units in the basement of the main house

8. Are you aware of any problems relating to the electrical, gas and heating and cooling systems on the Property? Yes No

If Yes, please explain:

9. Additional Comments:

Part 9. HAZARDOUS CONDITIONS:

1. Are you aware of any underground storage tanks on or near this Property? Yes No

2. Are you aware of any previous or current existence of hazardous conditions on the Property (e.g., storage tanks, oil tanks, oil spills, tires, batteries or other hazardous conditions)? Yes No

3. Are you in possession of any previous environmental reports (e.g., Phase 1 Environmental Reports)? Yes No
If Yes, please attach a copy of the environmental reports.

4. Are you aware of the previous disposal of any hazardous waste products, chemicals, polychlorinated biphenyls (PCBs), hydraulic fluids, solvents, paints, illegal or other drugs or insulation on the Property? Yes No

5. Are you aware of any other environmental matters (e.g., discoloration of soil or vegetation or oil sheers in wet areas)? Yes No

6. Are you aware of any existing hazardous conditions on the Property or adjacent properties (e.g., methane gas, radon gas, methamphetamine production, radioactive material, landfill or toxic materials)? Yes No

7. Are you aware of any methamphetamine or other controlled substances being manufactured, stored or used on the Property? Yes No

8. Are you aware of any natural gas/oil wells, lines or storage facilities on the Property? Yes No

9. Are you aware of any other environmental conditions on the Property? Yes No

10. Have any other environmental inspections or tests been conducted on the Property? Yes No

11. If you have answered "Yes" to any of the questions in Part 9, please attach documentation and explain here:

12. Additional Comments:

Part 10. NEIGHBORHOOD INFORMATION AND HOMEOWNERS' ASSOCIATIONS:

1. Are you aware of any current/pending assessments, bonds or special taxes that apply to the Property? Yes No

2. Is the property subject to conditions, covenants or restrictions of a homeowners' association, common interest community or subdivision restrictions? Yes No

3. Are you aware of any violations of such conditions, covenants or restrictions on the Property? Yes No

4. Does the homeowners' association impose a transfer fee upon the sale of Property? Yes No

- 5. Are you aware of any damage, defect, proposed change or problem with any common areas or elements? Yes No
- 6. Are you aware of any condition or claim that may result in a change to the assessments or fees? Yes No
- 7. Are the streets privately owned? Yes No
- 8. Is the Property in a conservation, historic or special review district that requires any alterations or improvements to the Property to be approved by a board, commission or panel? Yes No
- 9. Is the Property subject to a tax abatement? Yes No
- 10. Is the Property subject to a right of first refusal? Yes No
- 11. If you have answered "Yes" to any of the questions in Part 10, please attach documentation and explain here:

- 12. If you are required to pay assessments, dues, fees or any other periodic charges to a homeowners' association or common interest community, please specify here the amount and frequency of those payments:

- 13. Additional Comments:

Part 11. OTHER MATTERS:

Are you aware of:

- 1. Any violation of zoning, setbacks or restrictions or of a non-conforming use on the Property? Yes No
- 2. Any violation of laws or regulations affecting the Property? Yes No
- 3. Any existing or threatened legal action pertaining to the Property? Yes No
- 4. Any litigation or settlement pertaining to the Property? Yes No
- 5. Any current or future special assessments pertaining to the Property? Yes No
- 6. Any other conditions that may materially and adversely affect the value or desirability of the Property? Yes No
- 7. Any other condition that may prevent you from completing the sale of the Property? Yes No
- 8. Any burial grounds on the Property? Yes No
- 9. Any leases on the Property? Yes No

If Yes, please attach a copy of each lease agreement and describe the tenant's rights and obligations for vacating the Property:

- 10. Any easements or leases on the Property regarding wind energy? Yes No
If Yes, please attach a copy of the easement or lease agreement.
- 11. Any public authority contemplating condemnation proceedings? Yes No
- 12. Any government rule limiting the future use of the Property other than existing zoning regulations? Yes No
- 13. Any government plans or discussion of public projects that could lead to the formation of a special benefit assessment district covering the Property or any portion of the Property? Yes No
- 14. Any interest in all or part of the Property that has been reserved by the previous owner or government action? Yes No
- 15. Any unrecorded interests affecting the Property? Yes No
- 16. Anything that would interfere in passing clear title to the BUYER? Yes No
- 17. Any general stains or pet stains to the carpet, flooring or sub-flooring? Yes No
- 18. If you have answered "Yes" to any of the questions in Part 11, please attach documentation and explain here:

- 19. Additional Comments:

Part 12. ACKNOWLEDGEMENT AND AGREEMENT:

1. The information provided in this Statement is the representation of the SELLER and not the representation of any real estate licensees involved in this transaction. Once the Statement is signed by both the BUYER and SELLER, the information contained in the Statement will become part of any Contract to purchase the Property between the BUYER and SELLER.
2. The information provided in this Statement has been furnished by the SELLER, who certifies to the truth thereof to the best of SELLER'S belief and knowledge, as of the date signed by the SELLER. Any substantive changes subsequent to initial completion of the Statement will be disclosed by the SELLER to the BUYER prior to the signing of the Contract to purchase the Property.
3. BUYER acknowledges that BUYER has received, read and understood a signed copy of the Statement from the SELLER, the SELLER'S agent or any other real estate licensees involved in this transaction.
4. BUYER agrees that BUYER has carefully inspected the Property. Subject to any inspections allowed under the Contract to purchase the Property with the SELLER, BUYER agrees to purchase the Property in its present condition only and without warranties or guarantees of any kind by the SELLER or any real estate licensee concerning the condition of the Property.
5. BUYER agrees to verify any of the above information that is important to the BUYER by an independent investigation. BUYER has been advised by the SELLER to have the Property examined by professional inspectors.
6. BUYER acknowledges that neither the SELLER nor any real estate licensees involved in the transaction are experts at detecting or repairing physical defects in the Property. BUYER states that no important representations of the SELLER or any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed above or as fully set forth as follows and signed by the SELLER in this Statement or by real estate licensees in a separate document:

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

<i>Adam Michael Wheaton</i>	dotloop verified 10/28/24 11:24 AM CDT MMJN-ELAL-AU1T-9MZO
SELLER'S SIGNATURE	DATE

BUYER'S SIGNATURE	DATE

<i>Lacey Marie Wheaton</i>	dotloop verified 10/28/24 8:03 PM CDT X4MO-FNVP-FNAM-3KWH
SELLER'S SIGNATURE	DATE

BUYER'S SIGNATURE	DATE