

Absolute Real Estate Auction
Terms and Conditions

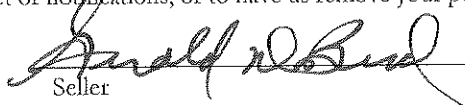


AUCTION DATE:

The following terms and conditions form an integral part of the auction to be conducted by Realty Executives Sudduth Realty & Auctions, Inc. ("Sudduth Realty") on behalf of the Seller. The real estate offered for sale ("Property") at auction is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from Realty Executives Sudduth Realty & Auctions, Inc. It is Bidder's obligation to familiarize themselves with the terms of the Auction, as bidding upon real estate at auction is final and irrevocable act. The terms of the Auction are not subject to change or negotiation after the fact. It is Bidder's responsibility to review all available printed materials and listen to the Auction announcements for updated or modified specifications, terms, or disclosures.

1. **DEFINITIONS.** Each capitalized term used in these Terms and Conditions shall have the meaning ascribed to such term herein. "Auction" shall refer to the public sale of the Property to be held on the Auction Date. "Seller" shall refer to the consignor of the Property. "Buyer" shall refer to the bidder offering the highest bid accepted by the Auctioneer for the Property. "Bidder" shall refer to any person or entity who has registered for or placed a bid at the Auction.
2. **CONSENT TO TERMS.** Registering for or bidding at the Auction will be deemed proof of Bidder's receipt of and agreement to be bound by these Terms and Conditions, any announcements made at the auction, and, if Bidder becomes the Buyer, the Contract for Purchase and Sale. Bidder further agrees and understands any announcements made during the Auction take precedence over anything previously stated or printed, including these Terms and Conditions.
3. **PROPERTY CONDITION.** The Property is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from Seller or Sudduth Realty, including, but not limited to, the following the condition of the Property; the Property's suitability for any or all activities or uses; the Property's compliance with any laws, rules, ordinances, regulation, or codes of any applicable government authority; the Property's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Property of any hazardous materials or substances; or any other matter concerning the Property. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Property prior to bidding.
4. **INSPECTIONS.** The Property is not offered contingent upon inspections. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including but not limited to the following; roof; structure, termite, environmental, survey, encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mild; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information, flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has been provided an opportunity to inspect the Property prior to the auction and that Bidder has either performed all desired inspection or accepts the risk of not having done so. Any information provided by Seller or Sudduth Realty has been obtained from a variety of sources. Seller and Sudduth Realty have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Property, Bidder is relying solely on Bidder's own investigation of the Property and not on any information provided or to be provided by Seller or Sudduth Realty.
5. **PERSONAL PROPERTY.** No personal property shall be conveyed with the Property unless specifically included in the Contract for Purchase and Sale.
6. **FINANCING CONTINGENCY.** The Property is being auctioned as a cash sale which is not contingent on Buyer's ability to obtain financing. It is Bidder's responsibility to ensure purchase money funds are in place prior to bidding at the Auction. Buyer's failure to close as a result of insufficient financing shall constitute a breach of contract.
7. **BIDDER REGISTRATION.** This Auction is for registered bidders only. Live Bidders MUST register their name, address, and telephone number with Sudduth Realty, along with a photo I.D. on or before the day of the Auction either in person or online.
8. **AUCTION PROCEDURE.** For purposes of the Auction, the Property will be offered in one parcel as identified in the Contract for Purchase and Sale. Bidder's bid constitutes an irrevocable offer to purchase the Property and Bidder may be bound by said offer. The final bid price shall be determined by competitive bidding. Bids remain open until the auctioneer declares the bidding closed. Should any dispute arise between Bidders, the Auctioneer shall have the right to make the final decision to either determine the successful Bidder or to re-sell the property that is in dispute. Auctioneer's sales records shall be conclusive in all respects. It is the responsibility of Bidder to make sure that Sudduth Realty is aware of Bidder's attempt to place a bid. Sudduth Realty disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. Sudduth Realty is not responsible for errors in bidding and Bidder releases and waives any claim against Sudduth Realty for bidding errors.
9. **BUYER'S PREMIUM.** A buyer's premium of 10% of the final bid price (\$1,500 minimum) will be added final bid price determine the total sales price ("Sales Price") for the Property.
10. **ABSOLUTE AUCTION.** The Property shall be sold to the highest bidder regardless of price at unreserved auction. The sale shall not be subject to any minimum bid or reserve price.
11. **EXECUTION OF CONTRACT.** Buyer must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of personal check, cashier's check, or immediately available certified funds in the amount set forth by Sudduth Realty. The balance of the Sales Price will be due in immediately available certified funds at closing on the specified closing date. Closing must occur within 30 days of the date of the Auction, or as otherwise agreed by Seller and Buyer.
12. **EARNEST MONEY DEPOSIT.** Upon completion of the Auction, Buyer shall deliver to Seller a non-refundable earnest money deposit equal to 10% of the Sales Price.

13. **ASSIGNMENT.** No Bidder or Buyer may assign any of its rights or obligations under these Terms and Conditions, including their bid or obligation to purchase the Property, without the written consent of Seller and Sudduth Realty. In the event such written consent is provided, these Terms and Conditions are binding on Bidder and Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
14. **FAILURE BY BUYER.** If Buyer fails or refuses to execute the Contract for Purchase and Sale, at the sole discretion of Seller, these signed Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Buyer and Seller for the sale and purchase of the Property.
15. **ONLINE AUCTIONS/BIDS.** In the case of online bidding neither the company providing the software nor Sudduth Realty shall be held responsible for any missed bid or the failure of the software to function properly for any reason. A winning online bidder is required to execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the amount set forth by Sudduth Realty the next business day following the conclusion of the Auction. Such earnest money deposit must be in the form of wire transfer, cashier's check, or personal check with bank letter of guarantee. The closing time of an online auction shall automatically extend an additional 2 minutes whenever a bid is placed within the last 2 minutes of the scheduled closing time.
16. **BROKER/AGENT PARTICIPATION.** Real estate broker or agent participation is welcomed. Any brokers or agents must pre-register with Sudduth Realty no later than 5p.m. 2 business days prior to auction date by completing the Broker Registration Form, available on SudduthRealty.com. Buyer Brokers must register with Sudduth Realty before buyers register online
17. **CHOICE OF LAW.** These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.
18. **AUCTIONEER'S LIABILITY.** Sudduth Realty is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will Sudduth Realty be liable to Bidder for any damages arising out of or related to this Auction, The Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. Sudduth Realty may not be held responsible for the correctness of any such representation or warranties or for the accuracy of the description of the Property. Neither Seller nor Sudduth Realty, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the Property. Any person entering on the Property assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and Sudduth Realty expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the Property, whether obvious or hidden. Seller and Sudduth Realty are not responsible for any lost, stolen, or damaged property.
19. **AGENT OF SELLER.** The Auctioneer, Sudduth Realty (and any appointed real estate agent, where applicable), is acting as a designated Seller's and not as an agent of the Buyer. The Buyer may be required to sign an Agency Agreement acknowledging that they are aware they are not receiving any representation.
20. **MEDIA RELEASE.** Bidder authorizes, and warrants that such Bidder has authority and consent to authorize, Sudduth Realty to film, photograph, or otherwise record the voice or image of Bidder and any guest or minor accompanying Bidder at this Auction, and to use the films, photographs, recordings, or other information about the Auction, including the sales price of the Property, for promotional or other commercial purposes.
21. **REFUSAL OF SERVICE.** Sudduth Realty may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law, and may further to refuse admittance to or expel anyone from the auction premises for interference with the Auction activities, nuisance, canvassing or any other reason deemed necessary by Sudduth Realty.
22. **FAIR HOUSING.** Sudduth Realty is committed to compliance with all federal, state, and local fair housing laws, and will not discriminate against any person because of race, color, religion, national origin, sex, familial status, disability, or any other specific classes protected by applicable laws. Sudduth Realty will allow reasonable accommodation or reasonable modification based upon a disability-related need.
23. **CONTACT INFORMATION.** Sudduth Realty is committed to protecting your privacy and will only share personal information you provide with third parties for the purpose of improving our services or for providing notifications and marketing. You may opt out of any contact or notifications, or to have us remove your personal information by sending a request to our office at office@sudduthrealty.com.


4.13.22

Seller _____ Date _____ Buyer _____ Date _____

Seller _____ Date _____ Buyer _____ Date _____

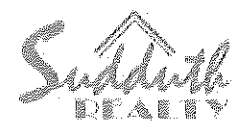
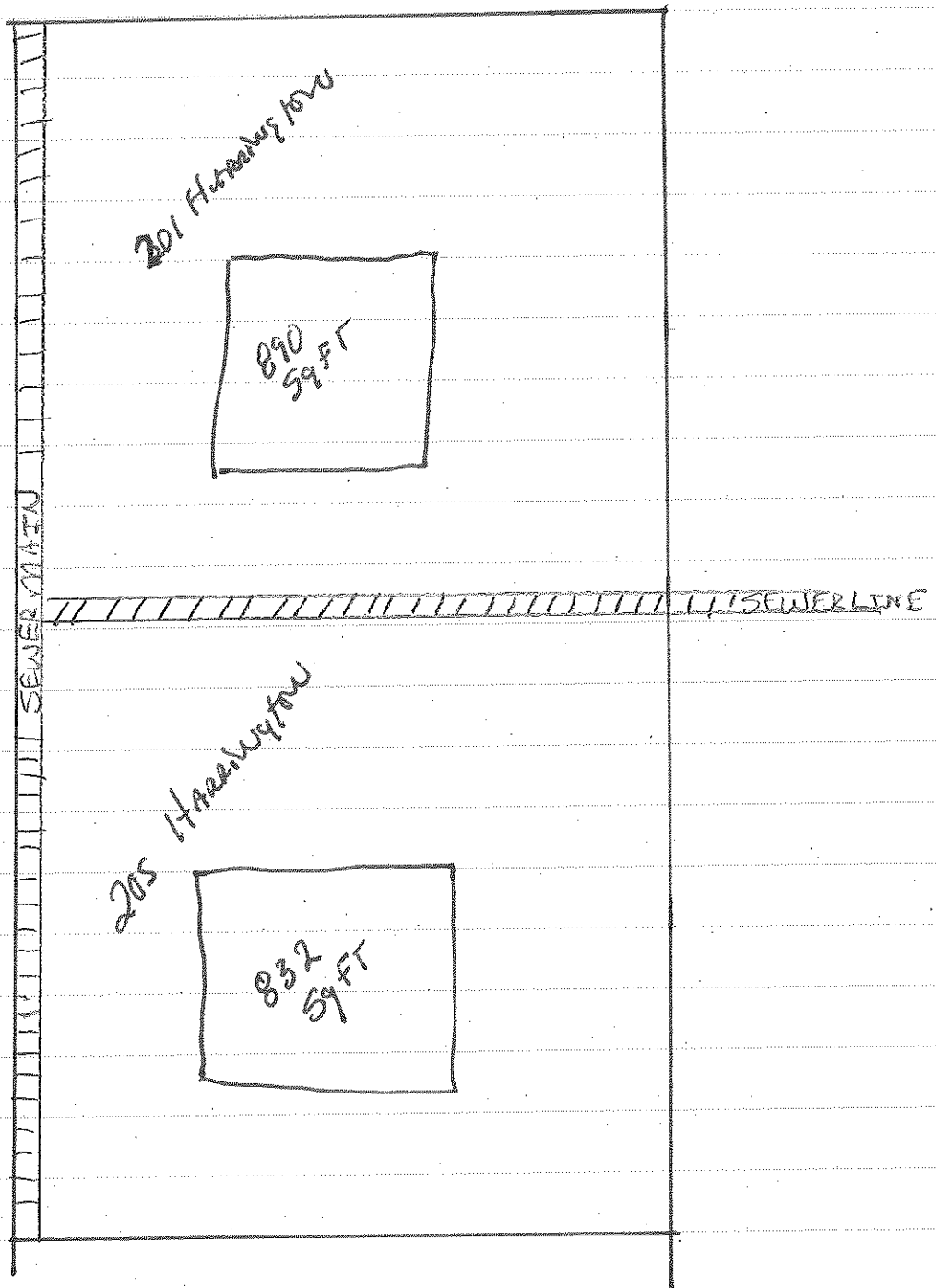
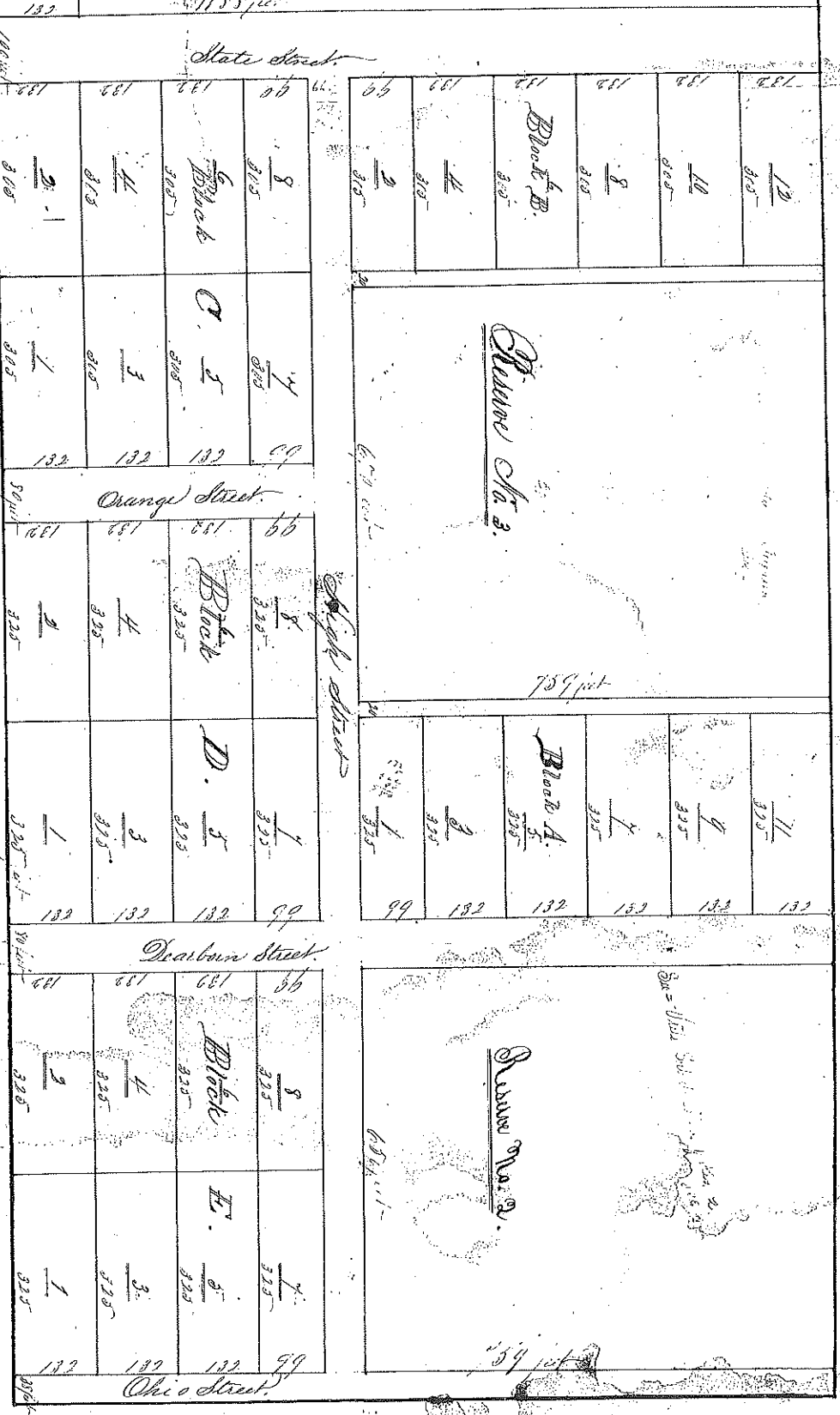


Diagram of Lot layout
201-205 Hazardway tow



Russell & Bucky Addition

To the townships of
Augusta



Reserve No. 1.

I hereby certify that the foregoing is a true description of the plat of
Russell & Bucky Addition to the townships of Augusta, County of White
and State of Florida as prepared by G. R. Russell & J. B. Russell and J. A. Rank
and signed by G. R. Russell, J. B. Russell, and J. A. Rank
G. R. Russell
J. B. Russell
J. A. Rank
County Surveyors.

I certify that the same is a true and correct description of the plat of
Russell & Bucky Addition to the townships of Augusta, County of White
and State of Florida as prepared by G. R. Russell & J. B. Russell and J. A. Rank
and signed by G. R. Russell, J. B. Russell, and J. A. Rank
G. R. Russell
J. B. Russell
J. A. Rank
County Surveyors.

**Realty Executives Sudduth Realty & Auctions, Inc.
Real Estate Brokerage Relationships**

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity.

Do not assume that an agent is acting on your behalf, unless you have signed a contract with the agent's firm to represent you. As a customer, you represent yourself. Any information that you, the customer, disclose to the agent representing another party will be disclosed to that other party. Even though licensees may be representing other parties, they are obligated to treat you honestly, give you accurate information, and disclose all known adverse material facts.

Types of Brokerage Relationships: A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

Seller's Agent: The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees at the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

Buyer's Agent: The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees at the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

Designated Seller's Agent: A designated seller's agent who has been designated by the broker to represent the seller to the exclusion of all other licensees affiliated with the firm.

Designated Buyer's Agent: A designated Buyer's agent is a buyer's agent who has been designated by the broker to represent the buyer to the exclusion of all other licensees affiliated with the firm.

A Transaction Broker is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

Duties and Obligations: Agents and transaction brokers have duties and obligations under K.S.A. 58-30,106, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

- An Agent, either seller's agent or buyer's agent, is responsible for performing the following duties:
- promoting the interests of the client with the utmost good faith, loyalty, and fidelity
 - protecting the clients confidences, unless disclosure is required
 - presenting all offers in a timely manner
 - advising the client to obtain expert advice
 - accounting for all money and property received
 - disclosing to the client all adverse material facts actually known by the agent
 - disclosing to the other party all adverse material facts actually known by the agent

- The transaction broker is responsible for performing the following duties:
- protecting the confidences of both parties
 - exercising reasonable skill and care
 - presenting all offers in a timely manner
 - advising the parties regarding the transaction
 - suggesting that the parties obtain expert advice
 - accounting for all money and property received
 - keeping the parties fully informed
 - assisting the parties in closing the transaction
 - disclosing to the parties all adverse material facts actually known by the transaction broker

- Agents and Transaction Brokers have no duty to:
- conduct an independent inspection of the property for the benefit of any party
 - conduct an independent investigation of the buyer's financial condition
 - independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

General Information: Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.

Heather Holmes Licensee Ronald H. Baird Buyer/Seller Acknowledgement 4.13.22 Date

Realty Executives Sudduth Realty & Auctions, Inc. Firm Buyer/Seller Acknowledgement Date

Heather Holmes, Supervising Broker

PROPERTY TAX INFORMATION



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Current Tax Information

Type **CAMA Number** **Tax Identification**
 RL 295 22 0 40 09 004 00 0 01 002-2142000
Owner ID GERA00004 GERALD BIRD RENTALS LLC
Taxpayer ID GERA00004 GERALD BIRD RENTALS LLC
 201 W HARRINGTON 67010

[Tax History](#)
[Current Real Estate Detail](#)
[GIS Map](#)
[Print Friendly Version](#)

Subdivision BUCK'S ADD TO Block **Lot(s)** **Section** 22 **Township** 27 **Range** 04
 A

Year	Statement #	Line #	Warrant #	Specials Description	Specials Payoff	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
<u>2021</u>	0055725	001			0.00	1,298.31	1,298.31	2,632.79	No	No

Click on underlined tax year to see payment detail and where the tax dollars go.

* - Does not include all interest, penalties and fees.

For delinquent tax pay off amount contact Butler County Treasurer 205 W. Central Ave, El Dorado, KS 67042, (316) 322-4210

[Back To Search Results](#)

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This database was last updated on 4/12/2022 at 8:05 PM

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Parcel Details for 008-295-22-0-40-09-004.00-0 - Printer Friendly Version

Owner Information <input type="button" value="X"/>	
Owner's Name (Primary):	GERALD BIRD RENTALS LLC
Mailing Address:	11189 SW 130th St Augusta, KS 67010-8664
Property Address <input type="button" value="X"/>	
Address:	201 W Harrington St Augusta, KS 67010
General Property Information <input type="button" value="X"/>	
Property Class:	Residential - R
Living Units:	2
Zoning:	
Neighborhood:	231
Taxing Unit:	002
Deed Information <input type="button" value="X"/>	
Document #	Document Link
2014-3303	View Deed Information
0926-0189	View Deed Information
0608-0308	View Deed Information
D391-0324	View Deed Information

Neighborhood / Tract Information	
Neighborhood:	231
Tract:	Section: 22 Township: 27 Range: 04E
Tract Description:	RUSSELL & BUCK'S ADD TO AU, S22, T27, R04E, ACRES 1, PT RESERVE 1 BEG 491.67S & 336W NE/C S388.33 W117 N388.33 E117 TO POB

Land Based Classification System	
Function:	Single family residence (detached)
Activity:	Household activities
Ownership:	Private-fee simple
Site:	Developed site - with buildings

Property Factors			
Topography:	Level - 1; Swampy - 7	Parking Type:	On and Off Street - 3
Utilities:	All Public - 1	Parking Quantity:	Adequate - 2
Access:	Paved Road - 1	Parking Proximity:	On Site - 3
Fronting:	Residential Street - 4	Parking Covered:	
Location:	Neighborhood or Spot - 6	Parking Uncovered:	

Appraised Values				
Tax Year	Property Class	Land	Building	Total
2022	Residential - R	18,000	131,500	149,500
2021	Residential - R	18,000	118,820	136,820
2020	Residential - R	17,760	112,850	130,610

Market Land Information					
Type	Method	Area or Acres	Eff. Frontage	Eff. Depth	Est. Value
Regular Lot - 1	Acre	1.00			9,000
Influence #1:		Influence #2:		Influence Override:	
Factor:		Factor:		Depth Factor:	
Regular Lot - 1	Acre	1.00			9,000
Influence #1:		Influence #2:		Influence Override:	
Factor:		Factor:		Depth Factor:	

Arnold & Bud

Residential Information



Building #: 1

Dwelling Information

Residence Type: Residential/Agricultural - 1
 Quality: FR+
 Year Built: 1954
 Effective Year:
 MS Style: 1
 LBCS Structure: Detached SFR unit
 # of Units:
 Total Living Area:
 Calculated Area: 890
 Main Floor LA: 890
 Upper Floor LA %:
 CDU: AV
 Phys / Func / Econ: AV / N/A / N/A
 Ovr % Good / RCN: /
 Remodel:
 % Complete:
 Assessment Class:
 MU Class #1 / %: / MU Class #2 / %: / MU Class #3 / %: /

Component Sales Information

Architectural Style: Ranchette
 Basement Type: Full - 4
 Total Rooms: 4
 Bedrooms: 2
 Family Rooms:
 Full Baths: 2
 Half Baths:
 Garage Capacity: 1 car
 Foundation: Concrete - 2

Residential Components

Code / Description	Units	Percentage	Quality	Year
Frame, Siding/Shingle		100		
Composition Shingle		100		
Total Basement Area	890			
Raised Subfloor	890			
Minimal Finish Area	120			
Basement Garage, Single	1			
Wall Furnace		100		
Plumbing Fixtures	8			
Plumbing Rough-ins	1			
Automatic Floor Cover Allowance				
Open Slab Porch	224		FR	1964
Raised Slab Porch with Roof	90			
Wood Deck	63			1991

Building #: 2

Dwelling Information

Residence Type: Residential/Agricultural - 1
 Quality: FR+
 Year Built: 1957
 Effective Year:
 MS Style: 1
 LBCS Structure: Detached SFR unit
 # of Units:
 Total Living Area:
 Calculated Area: 832
 Main Floor LA: 832
 Upper Floor LA %:
 CDU: FR
 Phys / Func / Econ: AV / N/A / N/A
 Ovr % Good / RCN: /
 Remodel:
 % Complete:
 Assessment Class:
 MU Class #1 / %: / MU Class #2 / %: / MU Class #3 / %: /

Component Sales Information

Architectural Style: Ranchette
 Basement Type: Full - 4
 Total Rooms: 8
 Bedrooms: 2
 Family Rooms:
 Full Baths: 1
 Half Baths: 1
 Garage Capacity:
 Foundation: Concrete - 2

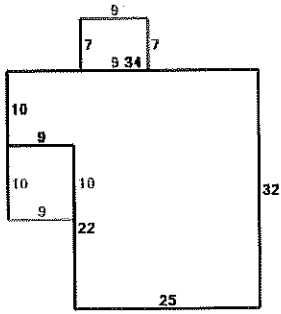
Residential Components

Code / Description	Units	Percentage	Quality	Year
Frame, Siding/Shingle		100		
Composition Shingle		100		
Total Basement Area	832			
Raised Subfloor	832			
Minimal Finish Area	666			
Warmed & Cooled Air		100		
Plumbing Fixtures	7			
Plumbing Rough-ins	1			
Automatic Floor Cover Allowance				
Raised Slab Porch	48			
Basement Garage, Single	1			

Residential Information

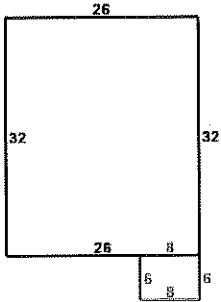
Building #: 1 Sketch Vector

Gerald Albert



Black = Original
Gray = Raised Slab Porch (SF) 1
Red = Wood Deck (SF) 2

Building #: 2 Sketch Vector



Black = Original
Gray = Raised Slab Porch (SF) 1

Commercial Information [Information Not Available]

Other Building Improvement Information

Occup	MS Class	Rank	Quantity	Year Built	Effective Year	LBCS	Area	Perim	Hgt	Dimensions		Phys			Ovr %	RCN LD	% Good	MS Value
										(L x W)	Stories	Cond	Func	Econ				
Prefabricated Storage Shed	S	FR	1	1983		168	52	6	12 x 14	1	FR	AV			1403	6	80	
Components																		
<i>Code</i>		<i>Code Description</i>					<i>Units</i>		<i>Percentage %</i>		<i>Area</i>		<i>Other</i>		<i>Rank</i>		<i>Year</i>	
Prefabricated Storage Shed	S	FR	1	1980		48	28	6	8 x 6	1	FR	AV			583	6	30	
Components																		
<i>Code</i>		<i>Code Description</i>					<i>Units</i>		<i>Percentage %</i>		<i>Area</i>		<i>Other</i>		<i>Rank</i>		<i>Year</i>	

Agricultural Information [Information Not Available]

This parcel record was last updated on 4/13/2022 at 6 am.

© 2021 Butler County, Kansas
Version: 3.0.0.07 : 01/16/2020

Gerald R. Bird

Mold Notice, Disclosure, and Disclaimer

(Buyer and Seller)

Property Address: 201-205 W KANAWAY RD AUGUSTA KS 67010

1. Seller's Disclosure: To the best of Seller's actual knowledge, Seller represents:
 - a. The Property described above _____ has X has not been previously tested for molds:
(If the answer for 1.a. is "has not", then skip 1.b and 1.c and go to Section 2.)
 - b. The molds found _____ were _____ were not identified as toxic molds;
 - c. With regard to any molds that were found, measures _____ were _____ were not taken to remove those molds.

2. Mold Inspection: Molds, fungus, mildew, and similar organisms ("Mold Condition") may exist in the Property of which the Seller is unaware and has no actual knowledge. The Mold may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. A professional home inspection may not disclose Mold Conditions. As a result, Buyer may wish to obtain an inspection specifically for Mold Conditions to more fully determine the condition of the Property and this environmental status. Neither Seller's nor Buyer's agents are experts in the field of Mold Conditions and other related conditions and Buyer and Seller shall not rely on Broker or its agents for information relating to such conditions. Buyer is strongly encouraged to satisfy itself as to the condition of the property.

3. Hold Harmless: Buyer's decision to purchase the Property is independent of representation of the Broker or Broker's agent involved in the transaction regarding Mold Conditions. Accordingly, Buyer agrees to indemnify and hold Realty Executives Sudduth Realty, Inc. (Mark Sudduth Realty, Inc.) Broker(s), Transaction Broker, Agents, and Designated Agent(s) harmless in the event any Mold Conditions are present on the Property.

4. Receipt of Copy: Seller and Buyer have read and acknowledge receipt of a copy of this Mold Disclosure.

Professional Advice: Seller and Buyer acknowledge that they have been advised to consult with a professional of their choice regarding any questions or concerns relating to Mold Conditions or this Mold Disclosure.

Buyer Date

Gerald D. Bond 4.13.22
Seller Date

Buyer Date

Seller Date



Property Address: 201 - 205 W. HANCOCK AVE AUGUSTA KS 62010

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

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

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

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

(ii) 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 (i) or (ii) below):

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

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

Purchaser's Acknowledgment (initial)

(c) Purchaser has received copies of all information listed above.

(d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

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

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

Agent's Acknowledgment (initial)

(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

<u>[Signature]</u>	<u>4-13-22</u>	_____	_____
Seller	Date	Seller	Date
_____	<u>4/13/22</u>	_____	_____
Purchaser	Date	Purchaser	Date
<u>[Signature]</u>	<u>4/13/22</u>	_____	_____
Agent	Date	Agent	Date



L. J. HERZBERG & SONS ROOFING CO., INC.
 P.O. Box 8878
 Wichita, KS 67208 US
 (316)629-2222
 herzberg_roofing@cox.net
 www.herzbergroofing.com

Inspection/Proposal

ADDRESS

GERALD BIRD
 11189 SW 130th ST.
 AUGUSTA, KS 67010

INSPECTION/PROPOSAL # 28176

DATE 04/15/2022

ESTIMATOR

Brandon Herzberg: 210-6221

DESCRIPTION	AMOUNT
-------------	--------

JOB: 201 HARRINGTON, AUGUSTA

Upon inspection of the roof, it appears to be in good shape overall. There is some minor tree damaged shingles. I would recommend trimming the trees.

To replace damaged shingles.

125.00

If you have any questions, please contact Brandon Herzberg @ 210-6221 (cell).
 Thank you!

Licensed & Insured - License #BUS-1211
 State of KS Roofing Registration #13-117016

TOTAL

\$125.00

****ALL TAXES ARE INCLUDED IN PRICE.****

The above specifications are satisfactory and I/WE hereby authorize performance of this work.

To accept bid, please sign, date, and return.

Accepted By

Accepted Date



L. J. HERZBERG & SONS ROOFING CO., INC.
 P.O. Box 8878
 Wichita, KS 67208 US
 (316)529-2222
 herzberg_roofing@cox.net
 www.herzbergroofing.com

Inspection/Proposal

ADDRESS

GERALD BIRD
 11189 SW 130th ST.
 AUGUSTA, KS 67010

INSPECTION/PROPOSAL # 28177

DATE 04/15/2022

ESTIMATOR

Brandon Herzberg: 210-6221

DESCRIPTION	AMOUNT
JOB: 205 HARRINGTON, AUGUSTA	
Upon inspection of the roof, it appears to be in good shape overall. There are a few minor tree damaged shingles. I would recommend trimming the trees.	
To replace tree damaged shingles.	125.00

If you have any questions, please contact Brandon Herzberg @ 210-6221 (cell).
 Thank you!

Licensed & Insured - License #BUS-1211
 State of KS Roofing Registration #13-117016

TOTAL

\$125.00

****ALL TAXES ARE INCLUDED IN PRICE.****

The above specifications are satisfactory and I/WE hereby authorize performance of this work.

To accept bid, please sign, date, and return.

Accepted By

Accepted Date



Service HQ, Inc.
 P.O. Box 371
 325 Walnut St., Augusta, Kansas 67010 United States
 (316) 425-5098

Invoice 18972417
 Invoice Date 4/22/2022
 Completed Date 4/22/2022
 Technician Kian "Pepper" Brown
 Customer PO

Billing Address
 Gerald Blvd
 11189 Southwest 130th Street
 Augusta, KS 67010 USA

Job Address
 Gerald Blvd Rental
 205 Harrington Avenue
 Augusta, KS 67010 USA

Description of Work

Air conditioner tested out fine. Got 18° temp drop. Cleaned out furnace tested and draws on blower wheel. Inducer motor going bad. Flame would not ignite due to Bad hot surface igniter. I ordered a new one Friday afternoon from washer specialty. And will call. Have not collected yet. Charge \$129 for tune up.

Task #	Description	Quantity	Your Price	Your Total
TU-110	Perform a tune-up and cleaning to help ensure reliable and safe operation.	1.00	\$129.00	\$129.00

Paid On	Type	Memo	Amount
4/22/2022	Bill Out		\$129.00

Potential Savings \$19.35
 Sub-Total \$129.00
 Tax \$0.00
 Total Due \$129.00
 Payment \$129.00
 Balance Due \$0.00

Thank you for choosing Service HQ, Inc.

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts.

4/22/2022

I find and agree that all work performed by Service HQ, Inc. has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.

4/22/2022



Service HQ, Inc.
 P.O. Box 371
 325 Walnut St., Augusta, Kansas 67010 United States
 (316) 425-5098

Invoice 19157761
 Invoice Date 5/3/2022
 Completed Date 5/3/2022
 Technician Zach Gorges
 Customer PO

Billing Address
 Gerald Bird
 11189 Southwest 130th Street
 Augusta, KS 67010 USA

Job Address
 Gerald Bird Rental
 205 Harrington Avenue
 Augusta, KS 67010 USA

Description of Work

Replaced hot surface igniter. Landlord needs billed out for \$309.20

Task #	Description	Quantity	Your Price	Your Total
GFR-100	Remove the existing hot surface ignitor and install a new hot surface ignitor. Test furnace operations to ensure proper firing and combustion.	1.00	\$309.20	\$309.20

Potential Savings \$46.38
 Sub-Total \$309.20
 Tax \$0.00
 Total Due \$309.20
 Balance Due \$309.20

Thank you for choosing Service HQ, Inc.

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts.

5/3/2022

I find and agree that all work performed by Service HQ, Inc. has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.

5/3/2022