

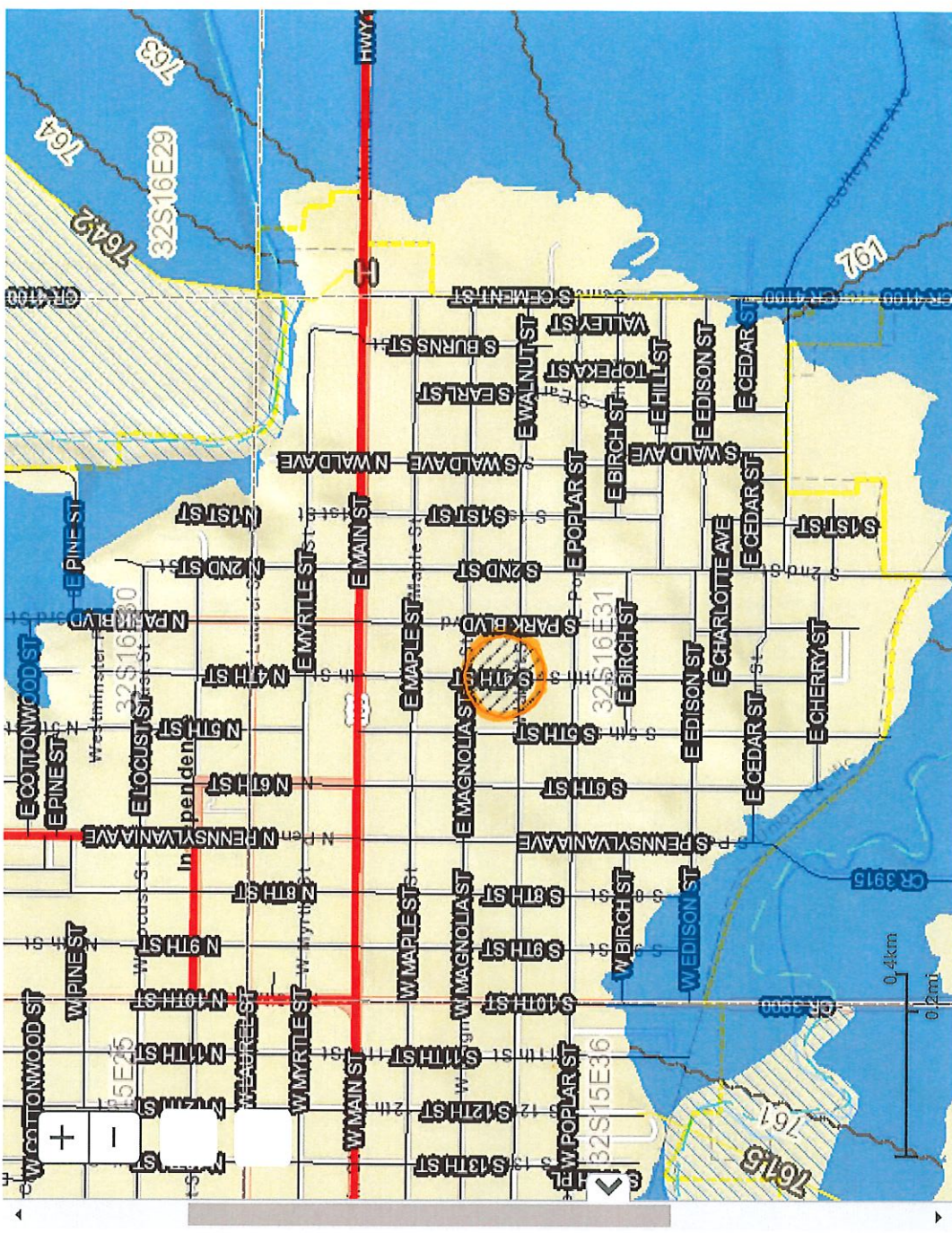
Register

NRD	Expires					Register		Notes
		Years 1-5	Years 6-10	Years 1-5	Years 6-10	Years 1-5	Years 6-10	
Central	12/31/2030	Up to 100%	Up to 50%	Up to 100%	Up to 50%	Up to 100%	Up to 100%	Accessory structures are not eligible; such as garages, gazebos, storage buildings, workshops, swimming pools, etc.
Downtown Area	12/31/2025	Up to 100%	Up to 75%	Up to 100%	Up to 100%	Up to 100%	Up to 100%	Accessory structures are not eligible; such as garages, gazebos, storage buildings, workshops, swimming pools, etc.
North Penn	12/31/2027	Up to 100%	Up to 50%	Up to 100%	Up to 50%	Up to 100%	Up to 100%	Accessory structures are not eligible; such as garages, gazebos, storage buildings, workshops, swimming pools, etc.
Southeast	12/31/2030	Up to 100%	Up to 50%	Up to 100%	Up to 50%	Up to 100%	Up to 100%	Accessory structures are not eligible; such as garages, gazebos, storage buildings, workshops, swimming pools, etc.
Southwest	12/31/2030	Up to 100%	Up to 50%	Up to 100%	Up to 50%	Up to 100%	Up to 100%	Accessory structures are not eligible; such as garages, gazebos, storage buildings, workshops, swimming pools, etc.
West Laurel Street Industrial Park	12/31/2025	Up to 100%	Up to 50%	Up to 100%	Up to 50%	Up to 100%	Up to 50%	New and existing structures are eligible. Minimum investment of \$200,000 for commercial/industrial buildings.
West Main Street	12/31/2025	Up to 100%	Up to 50%	Up to 100%	Up to 50%	Up to 100%	Up to 100%	Only commercial structures are eligible.



Kansas Current Effective Floodplain Viewer

Last updated 3-20-2024. See also [Mapping Projects](#) for floodplains in development or the [FEMA MSC](#) to check for recently issued LOMRs.



Streams

- Profile Baseline
- Stream Centerlines
- Base Flood Elevations

Lettered Cross Sections

- Unlettered, Mapped Cross Sections

LOMR Areas

- Special Flood Hazard Area
- AO
- AH
- AE, FLOODWAY
- AE
- A

Layers

MISCELLANEOUS:

Restaurants within walking distance:

Fish and Shrimp Diner

Dickies Bar and Grill

Big Cheese Pizza

Uncle Jacks Bar and Grill

Anne Maes Coffee and Sandwich Shop

Casey's Creations Bakery and Deli

House locations is so close to downtown that during Neewollah (Halloween celebration held every year the last week of October; HUGE gala!) You don't need to worry about driving because it's all walking distance.

314 S 4th Street is a great established neighborhood. It is adult friendly, child friendly and pet friendly.

It was on the Independence Pinochle Club's monthly game night. Once a month the Pinochle Club would choose a home to meet and play at. They would love to put the house back on the circuit.

It is a very good and wanted to live-in neighborhood.

Within 10 minutes is a park and a zoo just to name 2. Elk State Park for biking or hiking is a short 10 to 15 minute drive.

Independence has its own Walmart and has Doordash too!

POSITIVES:

- **Solid foundation**
- **Solid stonework**
- **Solid framework**
- **Majority of siding is in good condition**
- **Flooring throughout is good hardwood**
- **Nice big rooms**
- **On top of 4 bedrooms and 2 bathrooms there are 3 bonus rooms and a sunroom**
- **Very big covered front porch**
- **Main Floor laundry**
- **NEW Central Heating/AC**
- **NEW interior plumbing**
- **NEW Electrical box and partial new electric work done**
- **NEW Dishwasher**
- **NEW water heater**
- **NEW faucets throughout (sinks & tubs)**
- **NEW toilets (2)**
- **NEW sink in upstairs bathroom (1)**
- **NEW fencing that wraps around the front yard as well**
 - **Fence has extra wide gate to back so vehicle can be driven into the backyard on the extended driveway**

THINGS I KNOW TO BE DONE:

- Paint Interior/Exterior
- Gutter spouts need reattached
- Some wall holes to be fixed
- Some wall cracks to be fixed
- 21 window glass to be replaced
- Stair rails to be put back on (original is under stairway)
- Both bathrooms flooring needs replaced. Hardwood floor is under the tile in upstairs bathroom.
- Kitchen flooring needs done.
- Sunroom flooring needs done.
- Outside water spickets do not work
- 2 stair steps need fixed
- Ceiling in a small upstairs room needs repaired
- Sheetrock in dining room needs patched from where plumbing work was done
- 2 exterior doors need repaired or replaced
- 2 exterior doors need new knobs
- Some doors are missing to rooms (there are 2 doors in a bedroom closet upstairs)
- There are some new vinyl windows/frames in an upstairs room and 1 or 2 laying on the roof (I do not know why they were left there but they are there)
- Back porch rail needs screwed to the porch for stability



Independence Neighborhood Exterior Grant Program

This program administered by the City of Independence in conjunction with the Independence Housing Authority helps homeowners living in the Neighborhood Revitalization Districts reinvest in their properties and improve neighborhoods. 2 or more neighboring homeowners must submit co-applications to participate. The City of Independence will reimburse each co-applicant a portion of the actual costs of improvements to their homes.

The program begins March 1st and runs until program funding is exhausted.

Homeowner Investment	Reimbursement (50%)
\$1,000 (minimum per co-applicant)	\$500
\$5,000	\$2,500
\$10,000+	\$5,000 (maximum per co-applicant)

Eligibility

To take part in the Neighborhood Exterior Grant Reimbursement Program a property cannot be located in a flood plain and must meet one of three requirements: 1) be located in a [Neighborhood Revitalization District](#); or 2) your property must be valued at \$100,000 or less by Montgomery County records, or 3) your property must be rated as an Average Minus or below by Montgomery County records.

To learn more about the Neighborhood Revitalization Tax Rebate and to fill out an application, please visit our website.

Eligibility - Continued

To qualify to participate in the Neighborhood Exterior Grant Program, applicants must meet the following:

- Non-apartment residential properties (A.D.U.'s, duplexes and triplexes are eligible).
- **Applicant must have a partnering neighbor within line of sight of as a co-applicant. No single property applications will be accepted.**
- The property's real estate taxes must be paid and current.
- City utility bills must be current on all properties in the applicant's name or ownership.
- You must provide proof of adequate property insurance on the property.
- The improvements must meet Independence city code and applicable building codes.
- The improvement must not be paid for using an insurance settlement or other governmental funding.
- A minimum of \$1,000 in eligible improvements is required per co-applicant.
- Previous improvements may not be considered for reimbursement.
- Minimum exterior inspection requirements must be met. If an applicant fails an item at inspection, said item must be corrected prior to application approval or must be addressed within proposed improvements (see Inspection document for details).
- Each structure containing a dwelling qualifies for an individual application if they have their own 911 address and separate utilities.

Eligible Improvements include:

- Façade restoration
- Exterior painting or siding
- Masonry
- Window and door repair or replacement
- Awnings
- Gutters
- Exterior lighting or electrical work
- Building additions
- Front porch repair
- Roofs
- Driveway repair or installation
- Landscaping (limited to 20% of the total project if not related to integral components of the structural integrity)
- Tree removal (limited to 20% of the total project if not related to integral components of the structural integrity)
- Garage (attached or detached)
- Carport
- Accessory Dwelling Unit (ADU) – Must be occupied as an active rental in compliance with City Code for five years after receiving the grant or funds must be repaid

Ineligible Improvements include:

- Work completed prior to grant approval
- Fences
- Decks
- Patios
- Play equipment
- Lawn care or maintenance
- Swimming pools or spas
- Playhouse
- Workshop
- Storage Shed
- Pool House
- Greenhouse
- Detached Rec Room, Den, Craft/Hobby Room, Office, or any other detached structure not specifically listed as being eligible

Note, the City reserves the right to determine if a proposed improvement meets program requirements.

How to Apply and Program Process

- The City will start accepting applications on March 1st at 8 a.m.
- Grant money will be distributed on a first come, first served basis until all funding is appropriated.
- Applications can be emailed to apriln@independencesks.gov or received at City Hall, 120 N. 6th St., Independence, KS, 67301. Attn: Neighborhood Exterior Grant Program
- Applicants will be notified within **30** business days of completed application. An application is not considered complete until both co-applicant applications are received.
- **Work may not begin until the grant approval date. Any prior work will not be considered in the project cost.**

- Projects must start within 120 days of approval. Extensions may be granted with written approval prior to the 120-day deadline.
- Projects must be completed within 120 days of the start date. Extensions may be granted with written approval prior to the 120-day deadline.
- Contractor(s) utilized to perform improvements must have a current Independence Occupational license, and if appropriate, professional license.
- All participating rentals must have a landlord license.
- Must pass a minimum exterior inspection.
- This program will only reimburse the labor costs of the labor provided by a third-party contractor.
- All receipts (labor and material) must be submitted at the same time.
- City staff will perform a post-project inspection to verify project completion and compliance.
- Limited to \$5,000 in Neighborhood Exterior Grant monies per property with the same owner, per 5 years.

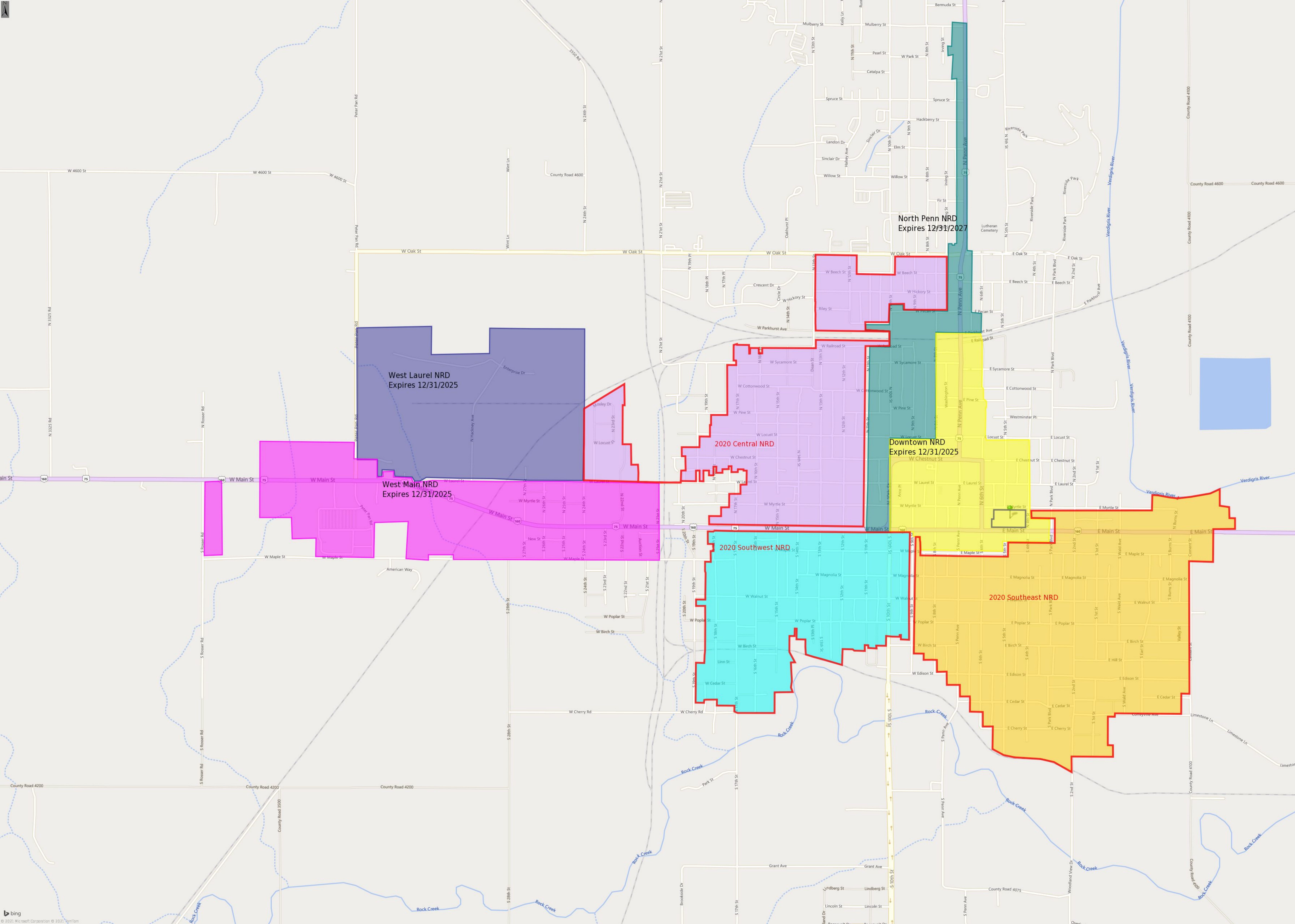
Applications may be emailed to: apriln@independencesks.gov or sent to:
City Hall, 120 N. 6th St., Independence, KS, 67301. Attn: Neighborhood Exterior Grant Program

FOR CITY OFFICE USE BELOW

- Located in Neighborhood Revitalization District
- Appropriate Property Type
- Property Valued at less \$100,000 or less per County records
- Property is not located in the flood plain
- Rental License Current (if applicable)
- Eligible Co-Applicant Co-Applicant Name: _____ Address: _____
- Improvements are Eligible for Grant
- Estimated Improvements over \$1,000 (supporting documents substantiating cost also received)
- Real Estate Taxes Current
- City Bills Current
- Copy of Homeowner's Insurance Received
- Before Pictures Taken
- Funding Available
- Building Permit Required (Yes/No)
- Building Permit Issued Permit No. _____
- Initial Inspection of Property/Project: ___/___/___ See Attached Inspection Sheet
- Application Approval Date: ___/___/___ Approved By: _____
- Project Check – 120 Days: ___/___/___ Checked By: _____ Date: ___/___/___
- Project Check – Ext. Date: ___/___/___ Checked By: _____ Date: ___/___/___
- Project Completion Date: ___/___/___ Reviewed By: _____

Program Close-Out Documentation

- After Pictures Taken
- Improvements Meet City Code and Building Requirements
- Payment Submitted to Accounts Payable (50% of eligible receipts, up to \$5,000)
 - Date: _____ Amount: \$_____ By: _____
 - Account 25-501-8697 Property Address: _____
 - Payee: _____ SSN/TIN: _____



North Penn NRD
Expires 12/31/2027

West Laurel NRD
Expires 12/31/2025

West Main NRD
Expires 12/31/2025

2020 Central NRD

Downtown NRD
Expires 12/31/2025

2020 Southwest NRD

2020 Southeast NRD

Neighborhood Exterior Grant Program

This program administered by the City of Independence in conjunction with the Independence Housing Authority helps homeowners living in the Neighborhood Revitalization Districts reinvest in their properties and improve neighborhoods. 2 or more neighboring homeowners must submit co-applications to participate. The City of Independence will reimburse each co-applicant a portion of the actual costs of improvements to their homes.

Homeowner Investment	Reimbursement (50%)
\$1,000 (minimum per co-applicant)	\$500
\$5,000	\$2,500
\$10,000+	\$5,000 (maximum per co-applicant)

Eligibility

To take part in the Neighborhood Exterior Grant Reimbursement Program a property cannot be located in a flood plain and must meet **one** of three requirements:

1. Be located in a Neighborhood Revitalization District
2. Your property must be valued at \$100,000 or less by Montgomery County records
3. Your property must be rated as an Average Minus or below by Montgomery County records

To learn more about the Neighborhood Revitalization Tax Rebate, see the [Economic Development page](#).

Eligible Improvements

- Façade restoration
- Exterior painting or siding
- Masonry
- Window and door repair or replacement
- Awnings
- Gutters
- Exterior lighting or electrical work
- Building additions
- Front porch repair
- Roofs
- Driveway repair or installation
- Landscaping (limited to 20% of the total project if not related to integral components of the structural integrity)
- Tree removal (limited to 20% of the total project if not related to integral components of the structural integrity)
- Garage (attached or detached)
- Carport

- Accessory Dwelling Unit (ADU) - Must be occupied as an active rental in compliance with City Code for five years after receiving the grant or funds must be repaid

Ineligible Improvements

- Work completed prior to grant approval
- Fences
- Decks
- Patios
- Play equipment
- Lawn care or maintenance
- Swimming pools or spas
- Playhouse
- Workshop
- Storage Shed
- Pool House
- Greenhouse
- Detached Rec Room, Den, Craft/Hobby Room, Office, or any other detached structure not specifically listed as being eligible

Neighborhood Exterior Grant Program & Application

- [Neighborhood Exterior Grant Program and Application](#)

Commitment Cover Page

Order Number: 3072222

Delivery Date: 04/28/2024

Property Address: 314 S 4TH ST, Independence, KS 67301

For Title Assistance

Mary Jo Wallis
114 N. Pennsylvania Avenue
Independence, KS 67301
Office: (620) 577-4268
mwallis@security1st.com

Agent for Seller

Sudduth Realty, Inc.
Attention: Mark Sudduth
608 State Street
Augusta, KS 67010
(316) 734-4175 (Work)
(316) 775-2016 (Work Fax)
mark@sudduthrealty.com
Delivered via: Electronic Mail

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

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Title Fee Invoice

Date:	04/28/2024	Buyer(s):	A legal entity, to be determined
Order No.:	3072222	Seller(s):	Sueanne E. W. Stone
Issuing Office:	Security 1st Title 114 N. Pennsylvania Avenue Independence, KS 67301	Property Address:	314 S 4TH ST, Independence, KS 67301

Title Insurance Fees	
ALTA Homeowner's Policy 2021 (\$1,000.00)	
	Total \$0.00
If Security 1st Title will be closing this transaction, the fees listed above will be collected at closing. Otherwise, please remit payment to the issuing office above.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Tax Information:

099-31-0-20-29-003.00-0

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ALTA COMMITMENT FOR TITLE INSURANCE
issued by
Chicago Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, CHICAGO TITLE INSURANCE COMPANY, a Missouri Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:




Randy Quirk, President

Attest:



Marjorie Nemzura, Secretary

Issuing Agent: Security 1st Title

 Security 1st Title

Mary Jo Wallis
(620) 577-4268 (Work)

mwallis@security1st.com

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Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title	Buyer:	A legal entity, to be determined
Issuing Office:	114 N. Pennsylvania Avenue Independence, KS 67301	Title Contact:	Mary Jo Wallis (620) 577-4268 (Work) mwallis@security1st.com
ALTA Universal ID:	1133720		
Loan ID Number:			
Commitment No.:	KS-R3072222		
Property Address:	314 S 4TH ST Independence, KS 67301		

SCHEDULE A

1. Commitment Date:

04/15/2024 at 7:00 AM

2. Policy to be issued:

ALTA Homeowner's Policy 2021

\$1,000.00

Proposed Insured: A legal entity, to be determined

The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Sueanne E. W. Stone

5. The Land is described as follows:

Lot 7, Block 75, Original to the City of Independence, Montgomery County, Kansas

Security 1st Title, LLC

By:



SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, and recorded in the Public Records.
5. **Payment of taxes for the year 1st half 2023 in the amount of \$512.72, plus applicable interest and penalties.**
6. **File a Warranty Deed from Sueanne E. W. Stone, stating marital status and joined by spouse, if any, to A legal entity, to be determined.**
7. **Provide this company with a properly completed and executed Owner's Affidavit.**
8. **For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in the Conditions, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.**
9. **Recording Information for Kansas Counties:**

Deed: \$21.00 (first page) + \$17.00 (each additional page)

Mortgage: \$21.00 (first page) + \$17.00 (each additional page)

Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)

Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

NOTE: For documents electronically recorded. There is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
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 encumbrance, violation, variation, or adverse circumstance, boundary lines overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
5. Any lien or right to a lien, for services, labor, material, or equipment 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. **General taxes and special assessments for the fiscal year 2023 in the original amount of \$1,025.44.**

**First Installment: \$512.72, DELINQUENT
Second Installment: \$512.72, DUE by May 10, 2024
Property I.D. # 063-099-31-0-20-29-003-00-0-01
PIN # IC 1150**

Taxes are checked as a courtesy. Information is provided by the County Treasurer's Office on Date of Title Search. Abstracter cannot guarantee accuracy of Tax Records or validity of funds presented for payment. The Company will not be liable for Nuisance Taxes that are not of public record at time of title commitment/policy.

8. **Easements, setback lines or servitudes, if any, reflected on the plat of said land or otherwise appearing in the public records.**
9. **The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charge for same shall have been paid.**

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COMMITMENT CONDITIONS**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

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- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE

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PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose

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whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third

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parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginqueries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia privacy rights, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

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If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

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PRIVACY POLICY

WHAT DOES SECURITY 1ST TITLE DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Security 1ST Title, LLC, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Security 1st Title, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes —to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes —to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes —information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes —information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. (We do not control their subsequent use of information, and suggest you refer to their privacy notices.)

Sharing practices	
How often does Security 1st Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How does Security 1st Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How does Security 1st Title collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.
Contact Us	If you have any questions about this privacy notice, please contact us at: Security 1st Title, 727 N. Waco, Suite 300, Wichita, KS 67203

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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. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

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.

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.

Mark Sudduth
Licensee

Mark Sudduth
Supervising/branch broker

Sudduth Realty Inc.
Real estate company name approved by the commission

Sueanne E.W. Stone 04/22/24
Buyer/Seller Acknowledgement (not required)

Approved by the Kansas Real Estate Commission on October 10, 2017

InstantFORMS #2000

Print Page

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The Parcel Number for this Property is 063-099-31-0-20-29-003.00-0
Quick Ref ID: 7154

Owner Information

Owner Name	STONE, SUEANNE E.W.
Address	314 S 4TH ST INDEPENDENCE, KS 67301

Property Situs Address

Address	314 S 4TH ST, Independence, KS 67301
----------------	--------------------------------------

Land Based Classification System

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

General Property Information

Prop Class	Residential - R
Living Units	1
Zoning	
Neighborhood	108.A
Tax Unit Group	108

Property Factors

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

2024 Appraised Value

Class	Land	Building	Total
Residential - R	11,290	41,910	53,200
Total	11,290	41,910	53,200

Authentisign
Sueanne E.W. Stone

04/22/24

2023 Appraised Value

Class	Land	Building	Total
Residential - R	11,280	39,810	51,090
Total	11,280	39,810	51,090

Tract Description

ORIG PLAT, S31, T32, R16, BLOCK 75, Lot 7, ACRES 0.18, Lot Width: 060.0 Lot Depth: 140.0 Plat Book/Page 1 /6&7 Deed Book/Page 729 /482 723 /192 682 /569 639 /1304 540 /542 538 /372 515 /589 488 /580 488 /579 470 /041 408 /505 383 /385 383 /015 338 /392

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
729	482	723	192	682	569		

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	Primary Site - 1	7841										11,290

Dwelling Information

Dwelling Information		Comp Sales Information	
Res Type	Single-family Residence	Arch Style	Old Style
Quality	AV-	Bsmt Type	Crawl - 2
Year Built	1890	Total Rooms	8
Eff Year		Bedrooms	4
MS Style	Two Story	Family Rooms	
LBCSStruct	Detached SFR unit	Full Baths	2
No. of Units		Half Baths	
Total Living Area		Garage Cap	
Calculated Area	2,750	Foundation	Stone - 4
Main Floor Living Area	1,279		
Upper Floor Living Area Pct.	115		
CDU	FR-		
Phys/Func/Econ	FR/ /		
Ovr Pct Gd/RCN	/320,160		
Remodel	STEP IN SHOWER		
Percent Complete			
Assessment Class			
MU Cls/Pct			

Dwelling Components

Code	Units	Pct	Quality	Year
Wood Deck (SF) with Roof	548			
Enclosed Wood Deck (SF), Solid Wall	220			
Carport, Gable Roof (SF)	140			
Wood Deck (SF) with Roof	60			1
Frame, Siding, Wood		100		
Composition Shingle		100		

Authentisign
Sueanne E.W. Stone

04/22/24

Total Basement Area (SF)	364			
Raised Subfloor (% or SF)		100		
Warmed & Cooled Air		100		
Plumbing Fixtures (#)	9			
Plumbing Rough-Ins (#)	1			
Automatic Floor Cover Allowance				
Raised Slab Porch (SF)	54		3	1970
Single 2-Story Fireplace (#)	1			

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TECHNOLOGIES

Property Address: 314 S 4th Independence Ks 67301

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) ^{Authentisign} SES 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) ^{Authentisign} SES 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) MS 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>Sueanne E.W. Stone</u>	<u>04/22/24</u>	_____	_____
Seller	Date	Seller	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	Date
<u>Mark Sudduth</u>	<u>4-22-2024</u>	_____	_____
Agent	Date	Agent	Date



Mold Notice, Disclosure, and Disclaimer (Buyer and Seller)

Property Address: 314 S 4th Independence KS 67301

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

Authentisign
Sueanne E.W. Stone 04/22/24

Seller Date

Buyer Date

Seller Date



Reserve Real Estate Auction Terms and Conditions

Address: 314 D 4th Independence Ks 67301

The following terms and conditions form an integral part of the auction to be conducted by Sudduth Realty, Inc. 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 Sudduth Realty, 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, Inc., 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, Inc. has been obtained from a variety of sources. Seller and Sudduth Realty, Inc. 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, Inc.
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. **RESERVE AUCTION.** The Property shall be sold to the highest bidder, subject to a 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.



**Reserve Real Estate Auction
Terms and Conditions - Continued**

- 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, Inc. 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, Inc. 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, Inc. 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, Inc. no later than 5p.m. 2 business days prior to auction date by completing the Broker Registration Form, available on SudduthRealty.com. If buyer has a buyer's broker have the buyer's broker register with Sudduth Realty in advance of registering 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, Inc. is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will Sudduth Realty, Inc. 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, Inc. 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, Inc. 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, Inc. 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, Inc. are not responsible for any lost, stolen, or damaged property.
- 19. **AGENT OF SELLER.** The Auctioneer, Sudduth Realty, Inc. (and any appointed real estate agent, where applicable), is acting as a designated Seller's agent 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, Inc. 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, Inc. 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, Inc.
- 22. **FAIR HOUSING.** Sudduth Realty, Inc. 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, Inc. will allow reasonable accommodation or reasonable modification based upon a disability-related need.
- 23. **CONTACT INFORMATION.** Sudduth Realty, Inc. 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.

Authentisign

Sueanne E.W. Stone

04/22/24

Seller

Date

Buyer

Date

Seller

Date

Buyer

Date

