



Property Information Package



Online Only Auction Conducted For:

**14201 Homestead Road
Kearney, MO 64060**

**September 29th, 2023
1:00 PM**





WELCOME TO THE AUCTION!

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

You've probably noticed that real estate auctions are becoming increasingly popular in recent years. That is due to the fact that buyers and sellers alike find that the process is the easiest and most efficient way to conduct real estate transactions.

While many companies and individuals are just beginning to offer real estate auction services, we've been steadfastly marketing and selling real estate at auction since 1942. That's 80 years of bringing buyers and sellers together! It's no secret that each year our company sells more real estate at auction than anyone else in Kansas City.

This package is designed to provide additional information that may be helpful to you in evaluating this property. Be sure to complete your inspections and have your finances in order before bidding begins. Take a moment to visit www.CatesAuction.com to learn more about this property and learn more about selling real estate at auction.

Enjoy the auction!

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

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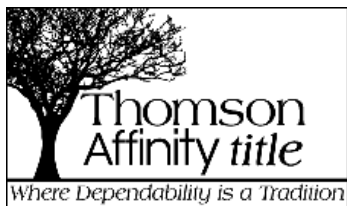
Broker Disclosure Form

Terms and Conditions

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Property Brochure



COMMITMENT COVER SHEET

File No.: 235572

Date: August 24, 2023

Seller(s): Larry Harshman and Joellen Harshman

Buyer(s): To Be Agreed Upon

Subject Property(ies) 14201 Homestead Rd, Kearney, MO 64060

Commitment Distribution List:

E-Mail: Cates Auction & Realty (nina@catesauction.com) - Nina Comley

For title inquiries, please contact the following:

Thomson-Affinity Title, LLC
1000 Middlebrook Dr., Ste. C, Liberty, MO 64068
Phone: 816-792-0077 Fax: 816-781-3450
License Nos.: MO 8281147 and KS 461357583

**Thank you for placing your title insurance order with Thomson-Affinity Title, LLC.
We appreciate your patronage and look forward to the opportunity to provide our
title and closing services on any of your future real estate transactions.**

1000 Middlebrook Dr., Ste C
Liberty, MO 64068
816-792-0077

11900 College Blvd., Ste. 210
Overland Park, KS 66210
913-451-2500

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
COMMONWEALTH LAND 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, Commonwealth Land Title Insurance Company, a Florida 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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMONWEALTH LAND TITLE INSURANCE COMPANY


By: _____ President


Attest: _____ Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land 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; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

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 shall not be liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- (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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 and authenticated by a person authorized by the Company.
- (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 HAS BEEN 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 the purpose of providing closing or settlement services.

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.

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ALTA Commitment for Title Insurance

Schedule A

File No: **235572**

Transaction Identification Data for reference only:

Issuing Agent: **Thomson-Affinity Title, LLC at 816-792-0077**

Issuing Office's ALTA® Registry ID: **1064370**

Property Address: **14201 Homestead Rd, Kearney, MO 64060**

SCHEDULE A

1. **Commitment Date:** August 15, 2023 at 8:00 AM
2. **Policy to be issued:**
 - (a) ☒ 2006 ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Policy Amount:** **\$5,000.00**
 - Seller CPL: \$25.00
 - Buyer CPL: \$25.00
3. **The estate or interest in the Land described or referred to in this Commitment is:** Fee Simple
4. **The Title is, at the Commitment Date vested in:**
Larry Harshman and Joellen Harshman
5. **The Land is described as follows:**
All of Lot 10, HOMESTEAD HILLS, a subdivision in Clay County, Missouri, according to the recorded plat thereof.

Commonwealth Land Title Insurance Company


By: 
Authorized Signatory

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	ALTA Commitment for Title Insurance
Schedule BI & BII File No: 235572	

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, delivered, and recorded in the Public Records.
5. **NOTE:** The Title Agent issuing this Commitment is furnishing a 24-month chain of title for information purposes only as a customer courtesy and not for purposes of title insurance. The policy, when issued, will provide no insurance as to the accuracy of this information beyond the terms of the policy, and the Company has no other liability or obligation in connection with the information provided below:
 - a) Missouri Warranty Deed recorded August 16, 1976 in Book 1226 at Page 827, from Kenneth Wellesley and Oma Faye Wellesley, husband and wife, Grantor, to Larry Harshman and Joellen Harshman, husband and wife, Grantee.
6. **Note:** The record shows a Beneficiary Deed executed by the vested owner(s) shown in Schedule A, Item 4 of this commitment having been recorded May 18, 2000 as Document No. P-99949 in Book 3151 at Page 940. If the grantor is still living and executes and delivers the proposed Warranty Deed to the proposed insured during grantor's lifetime, the policy will not contain any exception to the Beneficiary Deed. If the grantor is not living at the consummation of the proposed transaction, we must be promptly advised, in which case we will make additional requirements and/or exceptions, we may deem necessary.
7. Satisfactory Warranty Deed from record owner(s), vesting fee simple title in the proposed insured purchaser.
8. Satisfactory Deed of Trust from the purchaser(s), securing the proposed loan.
9. 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 Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
10. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

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SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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 encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. The lien of the General Taxes for the year 2023, and thereafter.
8. The Land lies within the boundaries of the Public Water Supply District No. 8, of Clay County, Missouri, as established by Decrees filed in the Circuit Court of Clay County, Missouri, notice of which is given by the documents recorded August 7, 1967 in Book 944 at Page 166, by the document recorded August 7, 1967 in Book 944 at Page 171, and by the document recorded October 28, 1977 in Book 1280 at Page 476, and may be subject to assessments by reason thereof.
9. Building setback lines, easements and conditions, if any, which are shown on the plat of said subdivision recorded January 17, 1972 in Plat Book 14 at Page 40 and now indexed as Book B at Page 145, as more fully set forth therein.
10. Terms and provisions of the covenants and restrictions contained in the document recorded March 14, 1972 as Document No. C-65390 in Book 1084 at Page 331, as more fully set forth therein, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

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11. Rights of owners of the land adjacent on the North and East and others claiming by, though or under such owners, to the use of the lake/pond which is situated on the land described in Schedule A hereof and on the land adjacent on the North and West, including the right to have the lake/pond in its natural condition, and easements in their favor for use, enjoyment and access to the lake/pond over and across the subject land.
12. The consequence of any past or future change in the water level, location or boundary of the lake/pond located on the land.
13. Assessments, cost or fees, if any, for shared maintenance of the lake/pond.

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LEAD BASED PAINT DISCLOSURE ADDENDUM

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

SELLER: Larry & Jellen Harshman

PROPERTY: 14201 Homestead Rd, Kearney, MO 64056

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, irritability, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (Initial applicable lines)

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

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (see #1)

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

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

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

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

Buyer's Acknowledgment (Initial applicable lines)

a. _____ BUYER HAS RECEIVED COPIES OF ALL INFORMATION LISTED ABOVE

d. _____ BUYER HAS RECEIVED THE PAMPHLET "Protect Your Family from Lead in Your Home"

e. _____ BUYER HAS: (Check one below)

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



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

SELLER (Indicate Manner Signing):

Larry & Joellen Harshman

PROPERTY:

14201 Homestead Rd. Kearney, Mo 64060

1. NOTICE TO SELLER.

Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if space is insufficient for all applicable answers. SELLER understands that the law requires disclosure of any material defects known to SELLER in the Property to prospective Buyer(s) and that failure to do so may result in civil liability for damages. Non-occupant SELLERS are not relieved of this obligation. This disclosure statement is designed to assist SELLER in making these disclosures. If non-occ(s) prospective buyers and buyers will rely on the information.

2. NOTICE TO BUYER.

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

3. OCCUPANCY.

Approximate age of Property 45 yrs how long have you owned? 45 yrs

Does SELLER currently occupy the Property?

Yes ☒ No ☐

If No, how long has it been since SELLER occupied the Property? _____ years or months

☐ SELLER has never occupied the Property. SELLER is answering all questions to the best of SELLER'S knowledge.

4. TYPE OF CONSTRUCTION.

☐ Manufactured

☐ Modular

☒ Conventional Wood Frame

☐ Mobile

☐ Other

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

- a. Any fill or expansive soil on the Property? Yes ☐ No ☒
- b. Any sliding, eroding, earth movement, upheaval or earth stability problems on the Property? Yes ☐ No ☒
- c. The Property or any portion thereof being located in a flood zone, wetlands area or proposed to be located in such as designated by FEMA which requires flood insurance? Yes ☐ No ☒
- d. Any drainage or flood problems on the Property or adjacent properties? Yes ☐ No ☒
- e. Any flood insurance premiums that you pay? Yes ☐ No ☒
- f. Any need for flood insurance on the Property? Yes ☐ No ☒
- g. Any boundaries of the Property being marked in any way? Yes ☐ No ☒
- h. The Property having had water damage? Yes ☐ No ☒
- i. Any encroachments, boundary line disputes, or non-utility easements affecting the Property? Yes ☐ No ☒
- j. Any fencing on the Property? Yes ☐ No ☒
- If "Yes", does fencing belong to the Property? No ☒ Yes ☐ No ☐
- k. Any diseased, dead, or damaged trees or shrubs on the Property? Yes ☐ No ☒
- l. Any coastal salt, fresh or storage facilities on Property or adjacent property? Yes ☐ No ☒
- m. Any alleged lease, mineral or water rights tied to the Property? Yes ☐ No ☒

If any of the answers in this section are "Yes", explain in detail or attach other documentation:

Larry & Joellen
SELLER SELLER

Initials

Initials

BUYER BUYER

2. Approximate Age: 10 years ☒ Unknown Type: ASPHALT SMITH

It Yes, what was the date of the occurrence?

Date of and company performing such repairs _____

It "yes", was n ☒ Complete or ☐ Partial

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation: CURRENT ROOF REPLACED AFTER HAIL STORM

3. Any termites, mold destroying roaches, or other pests on the Property? Yes ☐ No ☒

..... Yes ☐ No ☒

If "Yak", he is saying, when and where were these people born and raised?

"YAK", ZACHARY LEO ALVAREZ known as \$ and the wife

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation:

ARE YOU AWARE OF:

[illegible]

Any corrective action taken including, but not limited to a culling or breeding? Yes ☐ No ☒

Any dry, rot, wood rot or similar conditions on the wood of the Property? ... Yes ☐ No ☒

Any problems with drive-ways, porches, decks, fences or planting walls on the Property? Yes ☐ No ☒

ଡାକ୍ତରୀ ଓ ଅନ୍ୟ ସ୍ୱାସ୍ଥ୍ୟ ସମ୍ପର୍କୀତ ସେବା ପ୍ରଦାନ କରୁଥିବା ଗ୍ରହଣୀୟ

Does the Property have a sump pump?

If Yes, location: _____

Many of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation: None in installation, all other parts - better open

1995

100%

8. 75

311429

9. ADDITIONS AND/OR REMODELING.

- a. Are you aware of any additions, structural changes, or other material alterations to the Property? ☒ Yes ☐ No
 If "Yes" explain in detail: Home was originally a 1 b1 home. Logs were deteriorating - replaced w/ 2x6 construction. Extended home to garage.
- b. If "Yes" were all necessary permits and approvals obtained, and was all work in compliance with building codes? ☒ Yes ☐ No
 If "No" explain in detail: Home is

10. PLUMBING RELATED ITEMS.

- a. What is the drinking water source? ☒ Public ☐ Private ☐ Well ☐ Cistern ☐ Other _____
 If well water, state type _____, depth _____, diameter _____, age _____
- b. If the drinking water source is a well, has water ever tested for safety? ☒ Yes ☐ No
 If "Yes", when was the water last checked for safety? _____ (attach test results)
- c. Is there a water softener on the Property? ☐ Yes ☒ No
 If "Yes", is it ☐ Leased ☐ Owned?
- d. Is there a water burner system? ☐ Yes ☒ No
 If "Yes", is it ☐ Leased ☐ Owned?
- e. What type of sewage system serves the Property? ☐ Public Sewer ☐ Private Sewer
☒ Septic System, Number of tanks 1 ☐ Cesspool ☒ Lagoon ☐ Other _____
- f. Approximate location of septic tanks or other absorption field: FRONT YARD
- g. The location of the sewer line clean out line is: BASEMENT
- h. Is there a sewage pump on the septic system? ☐ Yes ☒ No
- i. Is there a grinder pump system? ☐ Yes ☒ No
- j. If there is a privately owned system other than the septic tank, cesspool, or sewage system last serviced? July 2012, when? DAN'S SEPTIC
- k. Is there a sprinkler system? ☐ Yes ☒ No
 Does sprinkler system cover full yard and include spaced areas? ☒ Yes ☐ No
 If "No", explain in detail: _____
- l. Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage related systems? ☐ Yes ☒ No
- m. Type of plumbing material currently used in the Property:
☒ Copper ☐ Galvanized ☐ PVC ☐ PEX ☐ Other _____
 The location of the main water shut-off is: By THE BASEMENT GARAGE DOOR
- n. Is there a backflow prevention device on the main sprinkling system, sewer or pool? ☒ Yes ☐ No

If your answer to (n) in this section is "Yes", explain in detail or attach available documentation: _____

LOAN
SELLER'S SIGNATURE

Initials _____

Initials _____

BUYER BUYER

14. NEIGHBORHOOD INFORMATION & HOMEOWNERS ASSOCIATION. ARE YOU AWARE OF:

- a. The Property located outside of city limits? Yes ☒ No ☐
- b. Any covenants, liens, bonds, assessments, or special taxes that apply to Property? Yes ☐ No ☒
If "Yes" what is the amount? \$ _____
- c. Any condition or proposed change in your neighborhood or surrounding area having received any notice of such? Yes ☐ No ☒
- d. Any active, pending, proposed change or problem with any common area, lake or common areas? Yes ☐ No ☒
- e. Any condition or claim which may result in any change to assessments or fees? Yes ☐ No ☒
- f. Any threatened or actually pending? Yes ☐ No ☒
- g. The Property being in a historic preservation or special review district that requires any alterations or improvements to the Property be approved by a board or commission? Yes ☐ No ☒
- h. The Property being subject to tax abatement? Yes ☐ No ☒
- i. The Property being subject to a right of first refusal? Yes ☐ No ☒
If "Yes" number of days required for notice: _____
- j. The Property being subject to covenants, conditions, and restrictions of a Homeowners Association or subdivision restrictions? Yes ☐ No ☒
- k. Any violations of such covenants and restrictions? N/A ☒ Yes ☐ No ☐
- l. The Homeowners Association imposing its own transfer fee and/or initiation fee when the Property is sold? N/A ☒ Yes ☐ No ☐
If "Yes" what is the amount? \$ _____
- m. The Property being subject to a Homeowners Association fee? Yes ☐ No ☒
If "Yes" Homeowners Association fees are paid in full and _____ per month of \$ _____ payable ☐ yearly ☐ semi annually ☐ monthly ☐ quarterly with _____ and such includes: _____
Homeowner's Association/Management Company contact name, phone number, website email address: _____
- n. The Property being subject to a secondary Voter Community Homeowners Association fee? Yes ☐ No ☒

If any of the answers in this section are "Yes" (except m), explain in detail or attach other documentation:

15. PREVIOUS INSPECTION REPORTS.

- Has Property been inspected in the last twelve (12) months? Yes ☐ No ☒
If "Yes" a copy of inspection report(s) are available upon request.

16. OTHER MATTERS. ARE YOU AWARE OF:

- a. Any of the following?
☐ Pests, walls ☐ Common areas ☐ Easement, Driveways Yes ☐ No ☒
- b. Any fire damage to the Property? Yes ☐ No ☒
- c. Any liens, other than mortgages/leases of trust currently on the Property? Yes ☐ No ☒
- d. Any violations of laws or regulations affecting the Property? Yes ☐ No ☒
- e. Any other conditions that may materially affect the value or desirability of the Property? Yes ☐ No ☒
- f. Any other condition, including but not limited to, material that may prevent you from completing the sale of the Property? Yes ☐ No ☒
- g. Any animals or pets residing in the Property during your ownership? Yes ☒ No ☐
- h. Any general stains or pet stains to the carpet, tile, flooring or wall-covering? Yes ☐ No ☒
- i. Missing keys for any exterior doors, including garage doors to the Property? Yes ☐ No ☒
Lost keys without keys _____
- j. Any violations of zoning, setbacks or restrictions, or non-conforming use? Yes ☐ No ☒
- k. Any unrecorded interests affecting the Property? Yes ☐ No ☒
- l. Anything that would interfere with giving clear title to the BUYER? Yes ☐ No ☒

AFH TCH
SELLER BELIEF Initials _____

Initials _____
BUYER SELLER

- m. Any existing or threatened legal action pertaining to the Property? Yes ☐ No ☒
- n. Any litigation or settlement pertaining to the Property? Yes ☐ No ☒
- o. Any added insulation since you have owned the Property? Yes ☐ No ☒
- p. Having replaced any appliances that remain with the Property in the past five (5) years? Yes ☐ No ☒
- q. Any transferable warranties on the Property or any of its components? Yes ☐ No ☒
- r. Having made any insurance or other claims pertaining to the Property in the past five (5) years? Yes ☐ No ☒
If Yes, were repairs from claim(s) completed? N/A ☒ Yes ☐ No ☐
- s. Any use of synthetic snow on the Property? Yes ☐ No ☒

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

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

Electric Company Name	<u>PLATE-CLAY ELECTRIC</u>	Phone #	<u>514-628-3121</u>
Gas Company Name	<u>--</u>	Phone #	<u>--</u>
Water Company Name	<u>PWSO #8 of Clay Co</u>	Phone #	<u>514-628-6033</u>
Tech Company Name	<u>--</u>	Phone #	<u>--</u>
Other:	<u>--</u>	Phone #	<u>--</u>
Other:	<u>--</u>	Phone #	<u>--</u>

18. ELECTRONIC SYSTEMS AND COMPONENTS.

Any technology or systems staying with the Property? N/A ☒ Yes ☐ No ☐
If "Yes" list: _____

Upon Closing SELLER will provide BUYER with codes and passwords, if items will be used in factory setting.

19. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS).

The Residential Real Estate Sale Contract, including the paragraph of the Residential Seller's Disclosure and Condition of Property Addendum ("Seller's Disclosure") and the "118" or other promotional material, provided for what is included in the sale of the Property, being listed in the "Additional Inclusions" or "Exclusions" in subparagraphs 1b and 1c of the Contract supersede the Seller's Disclosure and the pre-printed list in Paragraph 1 of the Contract. If there are no "Additional Inclusions" or "Exclusions" listed the Seller's Disclosure and the pre-printed list govern what is or is not included in this sale. If there are differences between the Seller's Disclosure and the Paragraph 1 list the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the "Additional Inclusions" and/or the "Exclusions" in Paragraph 1b and/or 1c, all existing improvements on the Property (if any) are appliances, fixtures and equipment which seller agrees to own free and clear, whether bolted, nailed, nailed, screwed, glued or otherwise permanently attached to Property are expected to remain with Property, including, but not limited to:

Attached shelves, racks, towel bars	- replace grates, screens, glass doors
Attached lighting	Mantled entertainment brackets
Attached floor coverings	Plumbing equipment and fixtures
Bathroom vanity mirrors	Storm windows, doors, screens
Attached heating	Window blinds, curtains, coverings
Fences (including pet systems)	and window mounting components

LEH JH _____
SELLER SELLER

initials _____
BUYER BUYER

322 All in all blanks using one of the abbreviations listed below.
 323 "OS" = Operating and Staying with the Property (any item that is performing its intended function);
 324 "EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable
 325 Condition.
 326 "NA" = Not applicable (any item not present).
 327 "NS" = Not staying with the Property (item should be identified as "NE" below.)

328
 329 NA Air Conditioning Window Units, # _____
 330 OS Air Conditioning Central System _____
 331 OS Attic Fan _____
 332 OS Ceiling Fan(s), # 5 _____
 333 NA Central Vac and Attachments _____
 334 NA Closet Systems _____
 335 Location _____
 336 OS Doorbell _____
 337 NA Electric Air Cleaner or Purifier _____
 338 NA Electric Car Charging Equipment _____
 339 OS Exhaust Fan(s) - Range _____
 340 NA Fences - Invasive & Camas _____
 341 Fireplaces - Invasive & Camas _____
 342 Fireplace(s), # 1 _____
 343 Location #1 _____ Location #2 _____
 344 _____ Chimney _____ Chimney _____
 345 _____ Gas Logs _____ Gas Logs _____
 346 _____ Gas Stove _____ Gas Starter _____
 347 _____ Heat Recovery Boiler _____ Heat Re-Circulator _____
 348 _____ Insect _____ Insect _____
 349 _____ Wood Burning Stove _____ Wood Burning Stove _____
 350 _____ Other _____ Other _____

351 NA Paints/Coat _____
 352 OS Tungsten Heat Pump/Other Heating System _____
 353 NA Garage Door Keyless Entry _____
 354 OS Garage Door Opener(s), # 2 _____
 355 OS Garage Door Transmitters, # 2 _____
 356 NA Gas Yard Light _____
 357 NA Humidifier _____
 358 NA Ice Maker _____
 359 OS Jetted Tub _____

360 KITCHEN APPLIANCES
 361 Cooling Unit _____
 362 NA Stove/Trange _____
 363 _____ Fuel: _____ Gas _____ Convection _____
 364 NA Built-in Oven _____
 365 _____ Fuel: _____ Gas _____ Convection _____
 366 NA Cooktop _____ Fuel: _____ Gas _____
 367 NA Dishwasher _____
 368 OS Dishwasher _____
 369 OS Disposal _____
 370 NA Freezer _____
 371 Location _____
 372 NA Refrigerator (1st) _____
 373 Location _____
 374 NA Refrigerator (2nd) _____
 375 Location _____
 376 NA Trash Compactor _____

OS Laundry - Washer _____
OS Laundry - Dryer _____
 _____ Dryer _____ Dryer _____
 MOUNTED ENTERTAINMENT EQUIPMENT
OS Item #1 STEREO _____
 Location LIVING ROOM _____
 Item #2 _____
 Location _____
 Item #3 _____
 Location _____
 Item #4 _____
 Location _____
 Item #5 _____
 Location _____

NA Outside Cooking Unit _____
OS Propane Tank _____
 _____ Owned _____ Leased _____
OS Security System _____
 _____ Owned _____ Leased _____
OS Smoke/Intruder Alarm(s), # 2 _____
OS Shed(s), # 1 _____
NA Spelling Tub _____
NA Spa/Sever _____
NA Spa Equipment _____
NA Sprinkler System Auto Timer _____
NA Sprinkler System Back Flow Valve _____
NA Sprinkler System (Components & Controls) _____
NA Stairway/Esc A/I _____
NA Swing and Hinge _____
NA Sump Pump(s), # _____
NA Swimming Pool (Swimming Pool Risk Attached) _____
NA Swimming Pool Heater _____
NA Swimming Pool Equipment _____
NA TV Antenna/Accessories/Satellite Dish _____
 _____ Owned _____ Leased _____
OS Water Heater(s) _____
NA Water Softener and/or Purifier _____
 _____ Owned _____ Leased _____
NA Well Pump, ID # _____
NA Window-Surveillance Equipment _____
NA Window _____
 _____ Other _____
 _____ Other _____
 _____ Other _____
 _____ Other _____
 _____ Other _____
 _____ Other _____

SELLER BUYER Initials _____ Initials _____
SELLER BUYER

377 Disclose any material information and disclose any significant repairs, improvements or alterations to the Property not
378 fully revealed above. If applicable, state when the work. Attach to this disclosure any repair estimates, reports,
379 invoices, notices or other documents relating or referring to the matters revealed herein:
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384 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing
385 Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or
386 guarantee of any kind. SELLER hereby authorizes the licensee assisting SELLER to provide the information to
387 prospective BUYER of the Property and to real estate brokers and licensees. SELLER will promptly notify licensee
388 assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and licensee
389 assisting the SELLER will promptly notify licensee assisting the BUYER, in writing, of such changes. (SELLER
390 and BUYER initial and date any changes and/or attach a list of additional changes. If attached, # _____ of
391 pages).

392
393 CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS
394 DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.
395 IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.
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Jerry Harshman 9/4/23 Jerry Harshman 9/4/23
SELLER DATE SELLER DATE

BUYER ACKNOWLEDGEMENT AND AGREEMENT

1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge and SELLER has made an honest effort at fully revealing the information requested.
2. This Property is being sold to me without warranties or guarantees of any kind by SELLER, Broker(s) or Licensee(s) concerning the condition or value of the Property.
3. I agree to verify any of the above information and any other important information provided by SELLER or Broker(s) (including any information obtained through the Multiple Listing Service) by an independent investigation of my own. I have been specifically advised to have Property examined by professional inspectors.
4. I acknowledge that SELLER or Broker(s) was expert at detecting or repairing physical defects in Property.
5. I specifically understand there are no important representations concerning the condition or value of Property made by SELLER or Broker(s) on which I am relying except as may be fully set forth in writing and signed by them.

BUYER DATE BUYER DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for use solely by its REALTOR® members. No warranty is made as to the legal validity or the equity of the Contract. Each contract is a legal document and the buyer must be advised of all applicable laws, rules, regulations, and customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised: 10/1/2019. All previous versions of this document may no longer be valid. Copyright January 2020.

(Auction-Approved by Missouri Legal Counsel)

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

Joellen and Larry J. Harshman (herein "Seller", jointly and severally, if more than one)
and

_____ (herein “Buyer”, jointly and severally, if more than one).

1. Property Information Package.

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

2. **Identity of Escrowee.** For the purposes of this Contract, the “Escrowee” shall be:

- a) Thomson Affinity Title
- b) Whose address is 1000 Middlebrook Dr., Ste. C, Liberty, MO 64068
- c) The principal office address of Escrowee is in Clay County, Missouri (“County”).

3. **Identity of Deed Form.** The deed which Seller shall give to Buyer at Closing shall be a General Warranty Deed (the “Deed”).

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

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

14201 Homestead Road, Kearney, MO 64060

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

7. **Purchase Price and Payment.** The total purchase price (herein “Purchase Price”) which Buyer shall pay to Seller for the Subject Property is calculated as:

Bid Amount	\$	_____
Plus Buyer's Premium	\$	_____
Equals Purchase Price	\$	_____

payable in the following manner:

- a) \$_____ (herein “Earnest Money Deposit” or “Deposit”) by Buyer’s check payable to Escrowee and herewith delivered to Auctioneer, which shall immediately deposit such check with Escrowee. Escrowee shall hold, pay and disburse same on the following terms and conditions:
- i) If closing of this transaction shall fail to occur for reasons which do not arise out of Buyer’s

breach hereof, then said Deposit shall be forthwith returned to Buyer. Escrowee may so disburse the Deposit without consent of Seller so long as, in Escrowee's subjective good faith judgment, closing has failed to occur for reasons which do not arise out of Buyer's breach hereof.

- ii) If closing of this transaction shall fail to occur for reasons which do arise out of Buyer's breach hereof, Escrowee shall disburse the Deposit, 50% to Seller and 50% to Auctioneer, as liquidated damages herein provided. Escrowee may so disburse the Deposit without consent of Buyer so long as Buyer's breach is clear and convincing in Escrowee's subjective good faith judgment.
- iii) If closing of this transaction shall fail to occur, Escrowee shall not have disbursed the Deposit under subparagraphs i) and ii) and Seller and Buyer shall be unable to agree upon the disposition of the Deposit within 30 days after the Closing Date hereinafter specified, Escrowee may (at its option) institute an action in interpleader in the "County" (of Escrowee's principal office), the purpose of which is to secure Escrowee's release from further liability as to the Deposit. Escrowee shall be entitled to recover any reasonable costs (including its attorneys fees) incurred in so interpleading the Deposit. Once Escrowee is so released, the Circuit Clerk of the "County" (identified above as the county in which Escrowee has its principal office), shall hold the remaining balance of the Deposit pending outcome and disposition of mandatory arbitration proceedings as hereinafter provided.

- b) \$ _____ (being the balance of the Purchase Price) in cash or certified funds at the Closing Date, subject to contractual and customary closing adjustments.

- 8. **Review and Inspection of Subject Property/No Warranty.** Buyer acknowledges that, prior to execution of this instrument, Buyer has carefully inspected the Subject Property and all parts thereof. Buyer agrees that Buyer will accept the Subject Property in its present "as is" condition. Without limiting the effectiveness or importance of other provisions of this Contract, Buyer agrees that this section, and the immediately following section, are of the essence to Seller.
- 9. **Warranty Disclaimer/No Representations.** Buyer acknowledges that neither Seller nor any other person on Seller's behalf (including Auctioneer) has made any representations, agreements or warranties as to the value, condition, quality or suitability of the Subject Property or any improvements therein or thereon and, therefore, Buyer agrees to accept title and possession of the Subject Property "**as is**", "**where is**", "**with all faults**", and **without express or implied warranties of any nature whatsoever**, provided however, Seller agrees that, at the Closing Date, the Subject Property shall be delivered to Buyer in substantially the same condition as it now exists, reasonable wear and tear excepted. **The warranties being disclaimed include, without limitation, implied warranties of merchantability, habitability, tenantability and fitness for a particular purpose.**
- 10. **Physical Condition Executory Waiver and Release.** Seller has encouraged Buyer to thoroughly inspect all physical portions of the Subject Property for the existence of any hidden defects which may exist. In consideration of this Contract, Buyer (for itself and its successors and assigns) hereby waives and releases any and all claims or causes of action which Buyer may have or acquire against Seller from and after the date hereof relative to the condition of the Subject Property. Such agreement on the part of Buyer constitutes a material consideration for the transaction herein contemplated and shall survive Closing.
- 11. **Title Exceptions.** The Subject Property shall be conveyed subject to the following exceptions ("Permitted Exceptions") to good and marketable title, regardless of whether incorporated into the Deed identified above:
 - a) Easements, reservations and restrictions of record; and
 - b) General state, county and municipal real estate taxes for the fiscal tax year of closing and subsequent years (subject to proration as hereinafter provided); and
 - c) Installment payments of special assessments (current year's installments to be prorated as provided below); and
 - d) Portions of the Subject Property in roads, roadways, streets and streams; and
 - e) Ordinances in effect on the date of this Contract as well as at the date of closing; and

- f) Building lines, restrictions, limitations and easements as shown on the recorded plat (if any) encompassing all or any part of the Subject Property; and
 - g) Leases and tenancies, if any (and, if any, rentals shall be prorated between the parties as of the Closing Date, and Seller shall deliver to Buyer all, if any, security deposits held by Seller as "Landlord"); and
 - h) Any material and adverse encroachment, visible/apparent easement not of record, survey defect, overlap, boundary line dispute or other servitude not of record but which would be revealed by an accurate ALTA survey of the Subject Property; and
 - i) Such Schedule B-2 "exceptions" stated in the preliminary commitment for title insurance contained in the "Property Information Package" more fully identified below.
 - j) Except as specifically permitted above, no existing mortgages or other liens shall be Permitted Exceptions, provided however, so long as Seller's sale proceeds are sufficient to discharge such existing mortgage or other liens, such mortgages and liens shall be discharged with Seller's proceeds of sale.
12. **Taxes and Assessments.** General real estate taxes and special assessments (including state, county and city) with respect to the Subject Property shall be prorated as of the Closing Date (Seller shall also, at the Closing Date, pay all said real estate taxes and assessments for all fiscal tax years prior to the fiscal tax year in which the Closing Date occurs).
- a) If the actual amount of current general real estate taxes or assessments is not known, the amount to be prorated shall be the amount of general real estate taxes and assessments for the next preceding fiscal tax year, regardless of the actual amount of said taxes and assessments for the year in which Closing occurs, and such proration at Closing shall be final and conclusive even if the taxes and assessments for the fiscal year of closing are either more or less than the taxes and assessments for the fiscal year on which the proration is based
 - b) Any other impositions with respect to the Subject Property (such as but not limited to impositions arising from restrictions, covenants or community contracts applicable to the Subject Property) shall likewise be prorated at the Closing Date.
13. **Insurance, Condemnation and Risk of Loss.** If, prior to the Closing Date, any of the improvement(s) on the Subject Property shall be damaged so that the reasonable cost of restoration shall exceed \$5,000.00 or if any material portion of the Subject Property shall be taken under the power of eminent domain, Seller shall immediately give Buyer notice of same (and the nature and extent thereof) whereupon Buyer may, at the election of Buyer exercised by written notice given to Seller, terminate this Contract at any time within ten (10) days after Buyer shall have received such notice from Seller (or the Closing Date, whichever first occurs) whereupon Buyer shall be entitled to refund of the Earnest Money Deposit. If Buyer shall not so terminate this Contract within the time provided, this Contract shall remain in full force and effect without any diminution of the Purchase Price and Buyer shall receive all (if any) insurance or condemnation proceeds payable by reason of such material damage or taking with respect to the Subject Property.
14. **Closing, Possession, Breach and Remedies.**
- a) This sale shall be closed at the offices of the Escrowee identified above, at any mutually agreeable time prior to 4:00 P.M. on: _____ ("Closing Date"), but if no mutual agreement for prior closing is so made, closing shall occur on such date and at such time so stated; and
 - b) At the time of closing, all monies and papers shall be delivered, and all other things, called for by this Agreement at the time of closing, shall be done; and
 - c) Seller shall pay for and bear the following costs of closing:
 - i) 100% of the cost of recording Seller's Deed, to the Subject Property, to Buyer; and
 - ii) 100% of the premium cost for the owner's policy of title insurance to be provided to Buyer by Seller at the Closing Date; and
 - iii) 50% of any escrow charges or fees charged by the Escrowee so as to close the transaction herein contemplated; and
 - iv) 100% of Seller's share of prorated real estate taxes and assessment; and

- v) 100% of Auctioneer's fee/commission and, if any, all unpaid advertising and marketing expenses for the Auction.
 - d) All other reasonable and customary costs and expenses of closing, if any, shall be paid and discharged by Buyer.
 - e) Possession of the Subject Property shall be delivered to Buyer immediately after disbursement of funding, together with keys to the improvements on the Subject Property, subject to any leases, tenancies and the Permitted Exceptions.
 - f) In the event Seller has performed Seller's obligations hereunder as of and through the Closing Date but Buyer fails to close and consummate hereunder (unless Buyer's closing and consummation obligations are relieved or suspended under the provisions of this Contract), the parties acknowledge that Seller shall suffer damage which is difficult if not impossible to ascertain. Therefore, in the event Seller has performed Seller's obligations hereunder as of and through the Closing Date but Buyer fails to close and consummate hereunder when Buyer is required to do so, this Contract shall be automatically terminated whereupon Buyer agrees to pay Seller and Auctioneer (as provided above) **liquidated damages in the amount of the entire Earnest Money Deposit, in lieu of all other damages and in lieu of any specific performance remedies which Seller might otherwise have against Buyer.**
15. **Real Estate Commissions.** Seller shall pay all, if any, realtors' and brokers' commissions payable to Auctioneer, by virtue of any transaction mentioned in this instrument, all pursuant to separate agreement between Seller and Auctioneer.
 16. **Time of Essence.** Seller specifically declares to Buyer that closing and consummation hereunder no later than the Closing Date is of the essence to Seller.
 17. **Attorney's Fees.** If Seller shall institute (or be joined as a party) in any action or proceeding (including arbitration proceedings) due to the performance, non-performance, mis-performance, breach or default under this Contract, then, if Seller prevails in such action or proceeding, Seller shall be entitled to recover from Buyer all of Seller's reasonable attorney's fees, court costs and investigative expenses.
 18. **Notices.** All notices required or permitted to be given pursuant to this instrument, in order to be effective, must be mailed, if to Seller, at:

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

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

 Said notices shall be transmitted by Certified United States mail addressed to the other party's Notice Address specified above. If either party shall so mail any notice to the other party's Notice Address specified above, such notice shall be conclusively deemed given on the second regular postal day next following the date of mailing.
 19. **Severability.** If any provision of this instrument or any term, paragraph, sentence, clause, phrase or word appearing herein be judicially or administratively held invalid or unenforceable for any reason, such holding shall not be deemed to affect, alter, modify or impair in any manner any other provision, term, paragraph, sentence, clause, phrase or word appearing herein.
 20. **Successors and Assigns.** All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors and assigns; it being understood and agreed, however, that Buyer shall have neither the right nor the power to delegate said party's duties or assign said party's rights hereunder without the express written consent of the other party, which consent may be withheld for any or no reason whatsoever.
 21. **Governing Law.** This Contract shall be deemed made within the state of Missouri and the laws of such state shall govern the interpretation and construction hereof.

22. **Further Acts.** Both parties shall do and perform such other and further acts as are reasonably necessary so as to effectuate their intentions as herein expressed.
23. **Miscellaneous.**
- a) All rights and remedies of either party herein created or otherwise available at law or in equity are cumulative, and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as deemed desirable.
 - b) Notwithstanding any provision of the Contract to the contrary, each of the parties expressly covenants and agrees that in the interpretation and performance of their obligations under the Contract (and in the exercise of their rights thereunder), they shall act with good faith and shall deal fairly with the other party.
 - c) The failure of either party to insist upon strict performance by the other party of any of the covenants, conditions, provisions, rules and regulations, and agreements in this Contract shall not be deemed a waiver of any of such party's rights or remedies and shall not be deemed a waiver of any subsequent breach or default by the other party.
 - d) No agency or partnership or joint venture relationship is intended to be created, by this instrument or otherwise, between Seller and Buyer.
24. **Lead Paint Disclosure.** If the Subject Property is residential property, the improvements on the Subject Property may have been constructed prior to 1978. If such is the case then, concurrently herewith, Seller and Buyer shall execute a lead-based paint disclosure form and Seller shall immediately give Buyer a copy of the federally mandated pamphlet entitled "Protect Your Family from Lead in Your Home".
25. **Protection of Auctioneer.** Seller and Buyer jointly and severally agree to indemnify and hold Auctioneer harmless against any and all losses, claims, damages or liabilities and expenses not resulting from Auctioneer's bad faith or gross negligence, including costs of investigation, attorney fees, and disbursements, which may be imposed upon or incurred by Auctioneer hereunder relative to the performance of its duties related to Seller, Buyer or the Subject Property, including without limitation any litigation arising from or in respect of this Contract or the transactions contemplated hereby. Auctioneer shall not be liable for any error of judgment or for any act done or omitted by it in good faith. Auctioneer is authorized to act on any document believed by it, in good faith, to be executed by the proper party or parties, and will incur no liability in so acting. Auctioneer is in all respects and for all purposes third party beneficiary of this Contract to the extent that this Contract would entitle it to rights or benefits if it was a signatory party hereto, and it is entitled to enforce such rights and benefits, as herein provided, to the same extent it would be entitled if it was such a signatory party.
26. **Counterpart Execution.** This Contract may be executed in any number of counterparts, each of which shall be deemed an original; a facsimile signature by any of the parties shall be deemed to be an original signature.
27. **Total Integration.** THE CONTRACT (INCLUDING ANY RIDER, ADDENDUM OR EXHIBIT ATTACHED HERETO) CONSTITUTES THE COMPLETE AGREEMENT BETWEEN SELLER AND BUYER CONCERNING THE RELATIONSHIP OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS, UNDERSTANDINGS, PROMISES OR REPRESENTATIONS BETWEEN SELLER AND BUYER AFFECTING THIS CONTRACT OR THE SUBJECT PROPERTY. ALL PRIOR NEGOTIATIONS AND UNDERSTANDINGS, IF ANY, BETWEEN THE PARTIES HERETO WITH RESPECT TO THE SUBJECT PROPERTY OR THIS CONTRACT SHALL BE OF NO FORCE OR EFFECT AND SHALL NOT BE USED TO INTERPRET THIS INSTRUMENT.

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

CAUTION: THIS CONTRACT, ONCE SIGNED, IS A BINDING LEGAL OBLIGATION ON BOTH PARTIES. DO NOT SIGN

UNLESS YOU FULLY UNDERSTAND THIS DOCUMENT.

_____	_____	_____	_____
	Date		Date
_____	_____	_____	_____
	Date		Date
Seller		Buyer	

Property Information Package
(attached)

Other Agency Relationships

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

This brokerage authorizes the following relationships:

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

Broker or Entity Name and Address

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

MISSOURI BROKER DISCLOSURE FORM



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

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

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

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

CHOICES AVAILABLE TO YOU IN MISSOURI

Seller's or Landlord's Limited Agent

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

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

Buyer's or Tenant's Limited Agent

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

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

Sub-Agent (Agent of the Agent)

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

Disclosed Dual Agent

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

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

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

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

Designated Agent

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

There are two exceptions with both resulting in dual agency:

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

Transaction Broker

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

A transaction broker is responsible for performing the following:

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

A transaction broker shall not disclose:

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

A transaction broker has no duty to:

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

**“ONLINE BIDDING” REAL ESTATE
AUCTION TERMS AND CONDITIONS**

REGISTRATION:

Proper and complete online registration is required to bid. All bidders must provide valid contact information including full name, address, phone number, and email address to register. A credit card (MC, Visa or Discover) is also required and will be validated before bidding access is granted, but is not a recognized form of payment for the earnest money deposit or purchase price. To be fully approved for bidding a potential bidder must communicate over the phone or email with a Cates Auction & Realty Co. representative. By registering, all bidders acknowledge having read and agree to be bound by the Auction Terms and Conditions. Bidders may register prior to, or during the bidding period. At registration bidders are given the option of receiving emails confirming their individual bids and/or when they are outbid.

ONLINE BIDDING:

All bidding in this auction is being conducted online. (If you need assistance placing a bid or prefer to submit a bid in person, please call our office for assistance at 816-781-1134) To place a bid, bidders have the option to bid in one of three ways 1) bid the current asking price, 2) bid a specific amount or 3) create a maximum bid. The “maxbid” or SET MAX” feature allows a bidder to enter their maximum bid. This authorizes the system to only bid the smallest acceptable bid increment on the bidder’s behalf when they have been outbid and only up to their maximum bid. The benefit of this feature is to provide you, the bidder with an easier way to bid by not having to login and manually bid each time you have been outbid. In the case of an auction with reserve, if the maximum bid entered is less than the reserve, the system will place the bid at the bidder’s maximum bid. If the reserve has been met or it is an auction without reserve, the system will only bid the smallest acceptable bid increment on the bidders behalf when they have been outbid and only up to their maximum bid. This auction utilizes a “Soft Close” feature that automatically extends the bidding time if a bid is received in the last 2 minutes of the auction. These extensions will continue until 2 minutes have lapsed without any bidding activity, at which time the auction is concluded. The benefit of these extensions is to provide an even playing field for all bidders.

BUYER'S PREMIUM:

A buyer's premium of the greater of \$2,500 or ten percent (10%) of the high bid shall be added to the high bid and included in the total purchase price to be paid by the successful bidder(s).

Sample calculation --	High bid	=	\$100,000
	Buyer’s Premium	=	<u>\$ 10,000</u>
	Total purchase price	=	<u>\$110,000</u>

FINANCING:

Financing is not a contingency of sale in this offering. Therefore, it is strongly recommended that potential bidders ensure in advance that they are able to obtain the necessary financing to close the transaction and provide a pre-approval letter from their lender.

CONTRACT SIGNING:

At the conclusion of the auction the Winning Bidder will be notified and receive an email and/or phone call confirming their winning bid status. In this or a subsequent email the Winning Bidder will receive a link to sign all documents electronically along with wiring instructions for

submitting the required earnest money deposit to the named title company. Should the electronic processes described above be unavailable, alternative arrangements will be made. In any event, the contract signing and deposit payment process must be completed by close of business on auction day. A Winning Bidder whose documents and deposit are not received within the required time frame is subject to paying a liquidated damages amount equal to the down payment (charged to the credit card used at registration) and will not be allowed to bid in any future auctions. Please note that property-specific purchase contracts are available prior to the auction end date and reviews of such documents should be undertaken PRIOR to bidding. All final bids are subject to Seller's reserve unless advertised otherwise. Any property with a high bid exceeding the Seller's reserve will be declared "sold" by the Auctioneer. In instances where the seller's reserve was not met in the auction, the signed contract and accompanying deposit will be presented to the Seller for approval, which shall be given or denied in the Seller's sole discretion within 5 business days of the auction. If approval is denied, all documents and the deposit will be returned immediately.

EARNEST MONEY DEPOSIT:

The Winning Bidder shall be required to make an earnest money deposit equal to five percent (5%) of the total purchase price. This deposit must be received by 5:00 pm CST by wire transfer (or by certified funds), on the auction end date. Winning Bidder(s) whose documents and deposit are not received within the required timeframe are subject to paying a liquidated damages amount equal to 10% of the total purchase price (in addition to any other damages allowed or permitted by law). Auctioneer reserves the right to charge such liquidated damages amount to the Winning Bidder(s) credit card used at registration and not allow the bidder to bid in any future auctions.

CLOSING:

The Winning Bidder shall close within 30 days of the auction end date, unless stated differently in the Purchase Agreement.

EVIDENCE OF TITLE:

Seller shall furnish at seller's expense an Owner's Policy of Title Insurance in the amount of the total purchase price and shall execute a warranty deed conveying the real estate to the buyer(s).

REAL ESTATE TAXES & ASSESSMENTS:

2021 taxes are to be prorated as of the closing date.

EASEMENTS AND LEASES:

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

AGENCY:

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

BROKER PARTICIPATION:

A commission of 3% of the high bid (unless a different percentage is stated in the property's MLS listing) is offered to all participating properly licensed Brokers. This commission will be paid at closing to the Broker representing the Winning Bidder, who has completed, returned and met the terms of the Broker Participation Agreement. This agreement is available on our website

and must be completed and returned prior to the Broker's bidder placing a bid and no later than 48 hours prior to the auction end date.

DISCLAIMERS AND ABSENCE OF WARRANTIES:

The information in the auction advertising was obtained from sources believed to be accurate, but is subject to verification by all parties relying on it. All sketches, dimensions, square footage, acreage amounts, etc. are approximate. No liability for its accuracy, errors or omissions is assumed by the Seller or the auction company. All bidders are responsible for conducting their own inspections, investigations, inquiries and due diligence concerning the property. The property is being offered on an "AS IS", "WHERE IS" basis and no warranty or representations, expressed or implied, is made by the Seller or the auction company. All information contained in the advertising and all related materials are subject to verification by all parties and the terms and conditions outlined in the purchase agreement. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve (if applicable). This property is available for and subject to sale prior to the auction end date.

We hope you enjoy bidding in this online auction!



BROKER PARTICIPATION AGREEMENT

Property Address _____ Auction End Date _____

[TO SIGN ELECTRONICALLY CLICK HERE](#)

A commission of 3% (unless a different percentage is listed in online listing services) will be offered to any real estate Broker/Agent licensed in the state where the property is located and when the Broker/Agent meets the following requirements. The shared commission percentage is based on the amount of the high bid (not including the buyer's premium).

Requirements to earn shared commission percentage:

- Broker/Agent shall show the property in person to his or her Buyer.
- Broker/Agent shall complete this agreement and submit to Cates Auction & Realty Co., Inc. to be received no later than 48 hours prior to the online auction end date. If a legal entity is the Client, the principals must be disclosed.
- Brokers/Agent acting as principle or on behalf of family members shall also complete this form.
- Broker/Agent's successful Buyer shall execute the real estate sale contract received via email through DocuSign immediately following the closing of bidding and wire the required earnest money deposit to the title company by 5:00 pm same day.
- Broker/Agent's successful Buyer shall close on the property in accordance with the terms of the real estate sale contract.
- Broker/Agent agrees that only the first registration of Buyer will be accepted and honored.
- Broker/Agent agrees that commission will be paid at the time of closing and disbursed by Escrow Agent.
- Broker/Agent agrees to hold harmless and indemnify Cates Auction & Realty Co., Inc. including its reasonable attorney's fees, from any and all claims with regard to such commission.
- Broker/Agent may submit Agency & Franchise Disclosures to be signed by the seller. No other forms will be accepted.
- No commission will be paid if the successful Buyer, who subsequently enters into a purchase agreement, does not close in strict accordance with the written terms thereof. In all events, Cates Auction & Realty Co., Inc. shall have the sole authority and right to revoke this offer of compensation and/or determine if and when a commission shall be paid.

No Broker/Agent will be recognized on a Buyer that has attended an open house/preview event without Broker/Agent, has previously contacted Seller or Cates Auction & Realty Co., Inc. about this property or has already registered to bid in the auction. A complete registration file on all Buyers will be maintained. Should a commission reduction be required to complete the sale, Broker/Agent agrees that any commission reduction will be applied proportionately to their respective shared commission percentage. This form must include signatures of the Broker, Agent and Buyer. It will be the responsibility of the Broker/Agent to verify receipt of this document by Cates Auction & Realty Co., Inc. by email to sold@catesauction.com or by phone to 816-781-1134.

NO EXCEPTIONS TO THIS PROCEDURE WILL BE ACCEPTED.

Broker Name: _____

Agent Name: _____

Company: _____

Agent Signature: _____

Address: _____

Agent Telephone: _____

Telephone: _____

Buyer Name: _____

Email: _____

Buyer Address: _____

Mid-South – Choose your coverage and options

Available Coverage

**It's so
Easy to use**

Go to **fahw.com** or
call **800.992.3400**
any time a covered
item fails, 24/7.

\$75 Service Call Fee

Basic Plan

Value Plus

Eagle Premier

Property Type - under 5,000 sq. ft.

Single-Family Home

Condo/Townhome/Mobile Home

Systems and Appliances

SYSTEMS

PLUMBING

APPLIANCES

OPTIONS

	Basic Plan		Value Plus	Eagle Premier
Property Type - under 5,000 sq. ft.	Buyer's/Seller's Coverage		Buyer	Buyer
Single-Family Home	\$440		\$550	\$615
Condo/Townhome/Mobile Home	\$385		\$485	\$540
Systems and Appliances	Buyer	Seller	Buyer	Buyer
Heating	•	(optional)	•	•
Ductwork	•	(optional)	•	•
Central Air Conditioning	•	(optional)	•	•
Electrical System	•	•	•	•
Garage Door Openers	•	•	•	•
Attic, Ceiling and Exhaust Fans	•	•	•	•
Central Vacuum System	•	•	•	•
Plumbing System <i>includes polybutylene piping</i>	•	•	•	•
Plumbing Stoppages	•	•	•	•
Toilet Tanks and Bowls	•	•	•	•
Water Heater	•	•	•	•
Circulating Pump	•	•	•	•
Sump Pump	•	•	•	•
Pressure Regulators	•	•	•	•
Built-In Microwave	•	•	•	•
Dishwasher	•	•	•	•
Oven/Range/Cooktop	•	•	•	•
Garbage Disposal	•	•	•	•
Instant Hot Water Dispenser	•	•	•	•
Trash Compactor	•	•	•	•
Heating, Central Air Conditioning and Ductwork	(included)	\$70	•	•
Kitchen Refrigerator	\$50	N/A	•	•
Clothes Washer and Dryer	\$85	N/A	•	•
First Class Upgrade (See page 6)	\$99		\$99	•
Additional Refrigeration (up to 4 units)	\$50	N/A	\$50	\$50
Pool and/or Spa Equipment	\$180	N/A	\$180	\$180
Limited Roof Leak	\$100	N/A	\$100	\$100
Subterranean Termite Treatment*	\$49		\$49	\$49
Septic Tank Pumping/System	\$75	N/A	\$75	\$75
Well Pump	\$85	N/A	\$85	\$85

*One time service call fee per plan for termite treatment is \$200

Our plans cover unknown conditions which can include rust, corrosion, sediment, problems resulting from lack of maintenance and much more!

Buyer's coverage for 1 year,
seller's listing coverage
maximum 180 days.

Seller's optional coverage
is available when basic
buyer's/seller's coverage
is selected.

Buyer's Coverage for Multiple Units and New Construction

under 5,000 sq. ft.

Duplex	\$615
Triplex	\$925
Fourplex	\$1,230
New Construction	\$660

Log in at fahw.com to get a quote
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Call 800.444.9030 for quotes on:

homes over 5,000 sq. ft.,
5-10 units, guest homes and
optional coverage pricing
for new construction and
multiple unit homes.

See contract for coverage details.



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Spacious Country Estate on 4 Acres

14201 Homestead Road, Kearney, MO 64060



STARTS FROM **\$100,000**

4 Bed | 1.5 Bath | 2 Car Gar. | 4.6 Acres

PREVIEW DATES

Saturdays, Sept. 9, 16 & 23 - 11:00am-1:00pm

AUCTION ENDS

Friday, September 29th - 1:00pm

Cambridge Cates
Real Estate Agent

 **CATES AUCTION**
REAL ESTATE COMPANY
CatesAuction.com

877-781-1134
Sold@CatesAuction.com



ABOUT THE PROPERTY

Tucked away on a modest piece of land, this home offers an idyllic setting that is both charming and unimposing. Stepping inside, you're enveloped in a warm and welcoming atmosphere. The natural wood tones of the interior provide a sense of rustic charm. The spacious back deck, which extends from the living area, invites gatherings with friends and family, where you can host barbecues or simply relax and take in the expansive view of your few acres of land.

HIGHLIGHTS

- Redwood Cedar Siding
- Spacious 4.6 Acre Lot
- Large Wrap-Around Back Deck
- 2 Car Oversized Garage and Workshop
- Ample Space for Outdoor Activities, Gardening, and more



CATES AUCTION
REAL ESTATE COMPANY

CatesAuction.com

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Real Estate Agent

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