2699 Cyclone Ln.

Seller Property Condition Disclosure Statement

The following is a disclosure statement, made by the SELLER, of information concerning the condition of the Property during ownership of the Property, on the date on which it is signed. It is not a warranty of any kind by the SELLER(S) or any Agent representing any principal in this transaction, and should not be accepted as a substitute for any inspections or warranties the BUYER may wish to obtain. The information provided in this statement is the representation of the SELLER and not the representation of any Agent. The information contained herein is not intended to be part of any Contract between the SELLER and BUYER.

IN THE CITY OF Vermillion

This disclosure statement concerns the real property situated at:

	COUNTY OF Marshall		, STATE OF	KANSAS.	
	SELLER IS IS NOT currently occ	upving the pro	perty.		
	SELLER has owned property since:	A decisionary	porty.		
	SELLER has owned property since:		<u> </u>		
	SELLER	'S INFORMA	TION		
The	SELLER discloses the following information with the know	dedge that even the	ugh this is not a	warranty prospectiv	o BLIVEDS may rely
on t repr	this information in deciding whether, and on what terms, to resenting any principal(s) in this transaction to provide a costible sale of the real property.	purchase the subje	ct real property.	SELLER hereby auth	norizes any Agent(s)
lndi indi	icate the condition of the following items by marking icate by writing "NEGOTIABLE" next to the item.	the appropriate b	ox. Check only	y one box per item	. If negotiable, so
			Not	Do Not Know	N/A - Not
SE	ECTION A - APPLIANCES	Working	Working	if Working	Included
1.	Built-in Vacuum System				N
	Attachments Included Pre-Plumbed only				
2.	Clothes Dryer				
3.					
4.	Dishwasher		H	H	H
5.	Disposal		H	H	H
	Freezer – Free Standing		i	H	
7.	Refrigerator			ī	
8.	Microwave Oven				
	Built in Free Standing				
9.	Wall Oven				
	Gas Electric Single Double				
10.	Cook Top				
11	Range/Stove	M			
11.	Gas Electric Free Standing Drop-in	Other			
	Range Ventilation System				
	Trash Compactor		H	H	
	Exterior Grill - Built in			П	
15.	TV Antenna/Satellite Dish				×
16.	Other:				
17.	Other:				
Cor	nments/Explanations from Section A:				
SEL	LLER'S initials and date: 95 9111/23		BUYER'S initia	al and date:	
SEL	LER'S initials and date: p_5 $9-11-23$		BUYER'S initia	al and date:	



	Not	Do Not Know	N/A - Not
Working	Working	if Working	Included
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	SYSTEMS Air Propane I (comment) I (comment)	Working Working Saker panel) Unknown Sala Sala Sala Sala Sala Sala Sala Sal	Working Working if Working Seaker panel) Unknown Seaker panel Seaker



			Not	Do Not Know	v N/A - Not
SE	CTION D - WATER SYSTEMS	Working	Working	if Working	Included
1.	Water Supply	🗵			
	Connected to Treated Water System: ☐City Kura				
	Well Cistern Other:	_			
	Rural Water District #Phone #				
2.	Sewage System	X			
	Property is connected to: City Sanitary Sewer System				
	Septic System Lagoon Other:				
3.	Plumbing				
	Water/Supply Lines	∇			
	Sewer/Waste Lines		H	H	- i
	Plumbing Fixtures & Faucets		H	H	H
	Grinder Pit / Lift Station		H	H	
4.	Jetted Tub		H	H	
5	Hot Tub		H	H	
6.			H	H	
0.	Sump Pump	[X]			
	Discharges to	_			
7	Number of Sump Pumps				
1.	Swimming Pool	Ц			
0	□ Above Ground □ In Ground				
8.	Underground Sprinkler System				
_	Installed: Professionally Homeowner Unknow				
9.	Water Heater	X			
	□ Natural Gas X Propane \ \ \ \ Electric □ Other				
	Number of Water Heaters; Age; Gals				
	Water Purifier				
	Water Softener (Leased Owned)	🔲			
12.	Other:	63			
	CTION E - STRUCTURAL CONDITIONS			Yes No	Unknown
1.	Age of Roof25				
	Composition 3-D Composition Wood Oth	ner:			_
2.	Has the roof ever leaked?				
3.	Is there present damage to the roof?			□	
4.	Are you aware of any adverse conditions regarding the		_		_
	structure(s)?			. 🔲 🛛 🖼	
5.	Is there a history of infestation of termites, carpenter an				
6.	Has the property been treated for infestation?			· 🛛 🔲	
7.	Unrepaired damage from previous infestation?			. 🗆 🛚 🖺	
8.	Is the property currently under warranty or other covera	ige by a licen	sed pest		_
	control company?				
9.	Have any of the windows ever leaked?			🗌 🔻	
10.	Are there any windows that have broken thermo-pane s				
	panes)			📙 💆	
11.	Is there any damage to the chimney which requires rep	air?		. 📙 🛛	
12.	Has there ever been leakage/seepage in the basement	/crawlspace?	'	📙 💆	
13.	Are there any structural problems with the improvement	ts?			
14.	Have any corrections been made to stabilize the foundation	ation or retain	ning walls?		
15.	Have you experienced any moving or settling of the following				
	a. Foundations				
	b. Floors			니 일	
	c. Walls				
	d. Driveways				
	e. Sidewalks			· 📙 💢	
	f. Patios			📙 🔛	
	g. Retaining Walls			· H 🔛	
	h. Other				
	15010 initial and date 50 911162		BUYER'S initia	l and data:	
	LER'S initials and date: $\frac{1}{1}$		BUYER'S initia		
JL	LELICO IIIII di dato.				



Sec	tion E – Continued	Yes	No	Unknown
16.	Has there ever been damage to the real property or any of the impre	ovements		
_	due to fire, flood, wind, hail, or other acts of nature?		MMM	
7.	Have you ever had a leak from any plumbing line/fixture or appliance	e? 🔲	\bowtie	
8.	Have you had the property inspected for the existence of any types If Yes, attach copy of any inspection report.	of mold?		
9.	Have you received any insurance proceeds or filed any insurance cl	laim		
	on the property?		\triangleright	
f y	es, please comment and include any/all reports:			
_				
SE	CTION F - HAZARDOUS CONDITIONS: Are you (S	ELLER), to the best of	your knowle	dge, aware of
	ne following substances, materials, or products on the real property w	which may be an environ	nmental haz	ard?
	Radon	Yes	No 💢	Unknown
	☐ Pre-Plumbed ☐ Operating Mitigation System			_
)	Mold		TXI	
3.	Lead-Based Paint		X	Ħ
	Contaminated soil or water		X	H
· ·	Toxic Materials		8	H
3	Asbestos	_		H
	Landfill or buried materials	_		H
-	Underground fuel or chemical storage tanks			H
). 9.	Other (specify):			H
	owing which could affect the real property? FOR INFORMATION CO TH THE CITY CLERK AT 832-3201, AND THE COUNTY TREASURE	ER AT 832-5178.		
	For online tax info visit: http://www.douglas-county.com/online_s For Pending/Certified Special Assessment info visit: <a back"="" href="http://www.lav</th><th>services/valuestaxes/</th><th>disclaimer.</th><th>asp.</th></tr><tr><th></th><th>For Ferfuling/Certified Special Assessment into visit. http://www.lav</th><th></th><th></th><th></th></tr><tr><th></th><th>Any Covenants and Restrictions or other deed restrictions or obligat</th><th>ions Yes</th><th>No</th><th>Unknown</th></tr><tr><td></td><td>Do you have a copy of a property survey</td><td></td><td></td><td>H</td></tr><tr><td></td><td>Any lot-line disputes or other unusual claims against the real property</td><td>tv</td><td></td><td>H</td></tr><tr><td></td><td>Any encroachments</td><td></td><td></td><td>H</td></tr><tr><td></td><td></td><td></td><td></td><td>H</td></tr><tr><td></td><td>Any zoning violations</td><td></td><td>×</td><td></td></tr><tr><td></td><td>Any non-conforming uses of property</td><td></td><td><math>\boxtimes</math></td><td></td></tr><tr><td></td><td>Any violations of " requirements<="" set="" td=""><td></td><td>\bowtie</td><td></td>		\bowtie	
	•			
0.	Any planned road or street expansions or improvements adjacent to Any notices from any governmental, or quasi-governmental agency		\boxtimes	
٠.	this real property	. , ,	\triangleright	
1	Any Pending/Certified assessments on the real estate, including but		N.	
١.	those for sidewalks, streets, sewers and waterlines		X	
	Total balance of remaining special taxes: \$			
	Certified Special Taxes: please itemize below:			
	Special Assessment 1 Description:	Amount \$	Day Off V	
		Amount \$	Pay Off Y	
	Special Assessment 2 Description:	Amount \$	Pay Off Y	
	Special Assessment 3 Description:	Amount \$	Pay Off Y	
	Special Assessment 4 Description:	Amount \$	Pay Off Y	ear:
		al only); Type of Assessm	nent	
EL	LER'S initials and date: 88 9/11/2-8	BUYER'S initial and o		



Section G - Continued	Yes	No	Unknown
 Features, such as walls, fences and driveways which are shared in common with adjoining landowners who use or have a responsibility to maintain the feature Any lawsuits against the SELLER threatening, or affecting, this real property 		NXIX	
 Any Home Owners Association (HOA) which has authority over the real property Association contact person: Phone			
15. Are Home Owner's Association (HOA) dues/fees assessed against the property Dues: \$			
the HOA dues and fees.	25		
 Any "common area" (facilities such as pools, tennis courts, walkways, or other are Co-owned in individual interest with others) 			
17. Any problems related to any common area		\bowtie	Ш
If yes, please comment and include any/all reports:			
SECTION H – OTHER DISCLOSURES: FOR QUESTIONS CONCERN PROPERTY, CONTACT THE LAWRENCE/DOUGLAS COUNTY PLANNING DEPART LOCAL CITY/COUNTY ZONING DEPARTMENT IF THIS PROPERTY IS LOCATED CLAWrence/Douglas County Planning info at: http://www.lawrenceks.org/pds/	IMENT AT	832-315	U, OR THE
Current zoning is			
2 Is any portion of the property in a flood plain			H
If yes, is there a certificate of elevation		NXXXX	
3 Is the real property in a Wetlands area		X	
4 Are there any flooding, drainage, or grading problems		\bowtie	
5. Any room additions, structural modifications, or other alterations without: Necessary permits			
Licensed contractors			
6 Are any trees or shrubs diseased or dead		Ш	\bowtie
7. Is there located on the real property any of the following, active or inactive: a. Septic System		×	
h agoon	×		
c. Well		X	H
d Cistern			H
8. Is this a rental property 9. Are you aware of any environmental conditions or incidents on, at, or over the rea	1		
 Are you aware of any environmental conditions of incidents on, at, or over the real property that could possibly lead to a lawsuit or liability under any law, rule, ordinance, or other legal theory 		M	
If yes, please comment and include any/all reports:			
SECTION I – MAINTENANCE: Insert the most recent year in which the fol Date Unknown 1. Serviced Air Conditioner 4. Serviced/Cleaned Septic Syste 5. Serviced/Cleaned Main Plumbi	m		Date Unkno
 Serviced Furnace	ck-Flow Val	ve	
Other Routine/Recurring Maintenance			
Comments/Explanations from Section I:			
GC 91 los	itial and da		
SELLER'S initials and date: 9 9 1 2 3 BUYER'S in BUYER'S in BUYER'S in			



SECTION J – PERSONAL PROPERTY: ANY PERSONAL PROPERTY INCLUDED IN THE SALE OF THIS PROPERTY SHOULD BE ITEMIZED IN THE SALES CONTRACT AS NEGOTIATED BETWEEN SELLER AND BUYER.

SECTION K – ADDITIONAL INFORMATION: 1. ANY OTHER FACTS OR INFORMATION RELATING TO THIS PROPERTY THAT WOULD BE OF INTEREST TO BUYER: 2. ARE YOU AWARE OF ANY ADDITIONAL DEFECTS PRIOR TO YOUR OWNERSHIP? SELLER certifies that the information herein is true and correct to the best of SELLER'S knowledge as of the date signs SELLER. SELLER further agrees to notify BUYER of any additional items which may become known to the SELLER precording of the Deed. SELLER further agrees to hold the Real Estate Broker(s) harmless from any liability incurred result of any third-party reliance on the disclosure contained herein and acknowledges receipt of a copy of this statemen I have not occupied this property in the past years of my ownership. Therefore, there are conditions o property with which I am not familiar, however I have completed this disclosure as fully as possible.	1. ITEMS THAT REMAIN WITH PROPERTY:	1:11	efrigerator	1 12 0 - 1 12
2. ITEMS RESERVED BY SELLER: 2. Lest freezes SECTION K – ADDITIONAL INFORMATION: 1. ANY OTHER FACTS OR INFORMATION RELATING TO THIS PROPERTY THAT WOULD BE OF INTEREST TO BUYER: 2. ARE YOU AWARE OF ANY ADDITIONAL DEFECTS PRIOR TO YOUR OWNERSHIP? SELLER certifies that the information herein is true and correct to the best of SELLER'S knowledge as of the date signs SELLER. SELLER further agrees to notify BUYER of any additional items which may become known to abblitty incurred result of any third-party reliance on the disclosure contained herein and acknowledges receipt of a copy of this statemen 1. have not occupied this property in the past years of my ownership. Therefore, there are conditions of		Lice Cowalls	en gog DI	WOOD SIDUR
2. ITEMS RESERVED BY SELLER: 2. Chest Recess SECTION K – ADDITIONAL INFORMATION: 1. ANY OTHER FACTS OR INFORMATION RELATING TO THIS PROPERTY THAT WOULD BE OF INTEREST TO BUYER: 2. ARE YOU AWARE OF ANY ADDITIONAL DEFECTS PRIOR TO YOUR OWNERSHIP? SELLER certifies that the information herein is true and correct to the best of SELLER'S knowledge as of the date signs SELLER. SELLER further agrees to notify BUYER of any additional items which may become known to the SELLER precording of the Deed. SELLER further agrees to hold the Real Estate Broker(s) harmless from any liability incurred result of any third-party reliance on the disclosure contained herein and acknowledges receipt of a copy of this statemen 1 have not occupied this property in the past years of my ownership. Therefore, there are conditions of				
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SELLER. SELLER further agrees to notify BUYER of any additional items which may become known to the SELLER precording of the Deed. SELLER further agrees to hold the Real Estate Broker(s) harmless from any liability incurred result of any third-party reliance on the disclosure contained herein and acknowledges receipt of a copy of this statement. I have not occupied this property in the past years of my ownership. Therefore, there are conditions of				
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	SELLER. SELLER further agrees to notify BUYER recording of the Deed. SELLER further agrees to result of any third-party reliance on the disclosure of	of any additional hold the Real Econtained herein	al items which may beconstate Broker(s) harmles and acknowledges rece	me known to the SELLER prior ss from any liability incurred as ipt of a copy of this statement.
11/6				
1000	Mels		9-1	1-23
SELLER SIGNATURE DATE	SELLER SIGNATURE		DATE	
Daryl Schwandt				
SELLER NAME (Please type or print clearly)	SELLER NAME (Please type or print clearly)			
an 8 11123	Co 5		9/11	123
SELLER SIGNATURE DATE	SELLER SIGNATURE		DATE	
Erin Schwandt	Erin Schwandt			
SELLER NAME (Please type or print clearly) BUYER'S initial and date: BUYER'S initial and date:	SELLER NAME (Please type or print clearly)			



BUYER'S RECEIPT OF DISCLOSURE STATEMENT

BUYER acknowledges that this disclosure does not constitute a warranty. The BUYER is urged to carefully inspect the property and to have the property inspected by a qualified inspector. The BUYER understands that there are areas of the property of which the SELLER has no knowledge and this disclosure statement does not encompass those areas. The BUYER also acknowledges that he has read and received a signed copy of this statement from the SELLER or SELLER'S Agent. The BUYER acknowledges any personal property not included in the sales contract remains the property of the SELLER.

BUYER'S RIGHT TO PROFESSIONAL COUNSEL: BUYER acknowledges and agrees that the purchase of real property encompasses many professional disciplines, and while Broker possesses considerable general knowledge, Broker is not expert in matters of law, tax, financing, surveying, structural conditions, hazardous material, engineering, etc. BUYER acknowledges that BUYER has been advised by Broker to seek professional expert assistance and advice in those and other areas of professional expertise. In the event that Broker provides to BUYER names or sources for such advice and assistance, BUYER acknowledges and agrees that Broker does not warrant or guarantee such services and/or products.

BUYER herein understands that outside legal and tax counsel is recommended. Comprehensive mechanical, structural and other inspections are recommended. If, at BUYER'S option and choice, BUYER decides not to conduct inspections or obtain tax and legal counsel before closing, then BUYER accepts the Property in its present condition and will make no claim against SELLER, Brokers, or agents, based upon the lack of tax or legal counsel or based on any known or unknown past, current, or future condition of the above property and/or its improvements including but not limited to latent or patent defects, repairs, or replacements.

BUYER is advised that school boundaries are subject to change.

BUYER is advised that Kansas law requires persons who are convicted of certain sexually violent crimes after April 14, 1994, to register with the sheriff of the county in which they reside. BUYER is advised that information regarding those registrants may be available through the Kansas Bureau of Investigation (home page address: http://www.kansas.gov/kbi/_or by contacting the local sheriff's office.

BUYER is advised that fungal contaminants (molds, etc.) may exist in the Property of which the Seller is unaware. These contaminants generally grow in places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. A professional home inspection may not disclose fungal contaminants. BUYER may wish to obtain an inspection specifically for fungal contaminants to more fully determine the condition of the Property and its environmental status. Companies may be found in the Yellow Pages under "Environmental and Ecological Consultants," or "Environmental and Ecological Equipment and Services." Additional information about mold/fungal contaminants may be found at the following Internet Web Site: http://www.cdc.gov/mold/faqs.htm.

RADON: Every buyer of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires sellers to disclose any information known to the seller that shows elevated concentrations of radon gas in residential real property. The Kansas Department of Health and Environment recommends all homebuyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician. For additional information go to http://www.kansasradonprogram.org. BUYER acknowledges that SELLER does not warrant code compliance.

BUYER SIGNATURE	DATE
BUYER NAME (Please type or print clearly)	
BUYER SIGNATURE	DATE
BUYER NAME (Please type or print clearly)	

