

THURSDAY, NOVEMBER 13, 2025 • 11:00 AM CT
ONLINE ONLY: www.gavelroads.com



18± ACRES SOUTH OF CLEARWATER, KS

Located just 4 miles south of Clearwater, KS, this 18± acre property offers a versatile opportunity on the corner of East 130th Avenue North and North Drury Road. The acreage features a 3-bedroom, 2-bath mobile home built in 1991, with one bathroom in need of flooring, providing a solid start for those looking to customize or renovate.

The property includes two utility-style outbuildings, a detached metal 2-car garage, a non-operational windmill with potential for restoration, and a livestock pen. With two convenient driveways—one on the northeast corner and another on the southwest corner—access is flexible and practical.

Natural features include a creek running through the property and a cluster of trees along the southern end, offering habitat for local wildlife. With its open space and natural setting, this tract holds excellent potential as a future build site for someone seeking a fresh start in the country while still being close to town.

Address: 107 E 130th Ave N (14 acres), AND 00000 N Drury Rd (4.5 acres), Clearwater, KS 67026

Possession: Possession will be upon closing.

Taxes: (2024) \$2,674.58 (\$1,960.80 & \$713.78) - Taxes will be prorated to the date of closing

Location: From Clearwater, KS, go east on West 103rd Street South approximately a mile to N Drury Rd, then go south for approximately four miles.

Legal Description: S18, T30, R01W, ACRES 14, N660' OF W990' OF NW4 LESS ROW, S18, T30, R01W, ACRES 4.5, BEG 660'S & 404'E NW COR NW4, TH E580', S330', W580', N330' TO POB & LESS ROW

Terms: Earnest money of \$2,000 is required and shall be paid the day of the auction with the balance due on or before January 13, 2026. The property is selling in “as is” condition and is accepted by the Buyer without any expressed or implied warranties. It is the Buyer's responsibility to have any and all inspections completed prior to bidding. The Buyer and Seller shall split equally in the cost of title insurance and the closing fee. Bidding is not contingent upon financing. If necessary, financing needs to be arranged and approved before the auction. Statements made on the day of the auction take precedence over all printed advertising and previously made oral statements. Gene Francis & Associates and Gavel Roads are agents of the Seller. There is no Buyer's premium. Broker registration must be received no later than 24 hours prior to the auction.



SUCENTRAL Property Record Card

Parcel ID: 096-034-18-0-00-00-005-00-0

Quick Ref: R2889

Tax Year: 2025

Run Date: 9/22/2025 10:04:15 AM

OWNER NAME AND MAILING ADDRESS

SCHULTZ, RICK & RHONDA L

PO BOX 67
CLEARWATER, KS 67026
PROPERTY SITUS ADDRESS

107 E 130TH AVE N
Clearwater, KS 67026

LAND BASED CLASSIFICATION SYSTEM

Function: 9050 Farming / ranch Sfx: 0
Activity: 8100 Farming, plowing, tilling, harv
Ownership: 1100 Private-fee simple
Site: 3200 Dev Site - crops, grazing etc -

GENERAL PROPERTY INFORMATION

Prod Class: F Farm Homestead - F
Living Units: 1
Zoning:
Neighborhood: 604 604-Rural Tracts Clearwat
Economic Adj. Factor:
Map / Routing: / 11710
Tax Unit Group: 046-046

TRACT DESCRIPTION

S18, T30, R01W, ACRES 14, N66°0' OF W69°0' OF
NW4 LESS ROW



0341800000005000 08/13/2008
Image Date: 10/05/2012

PROPERTY FACTORS

Topography: Level - 1
Utilities: Well - 5, Septic - 6, Gas - 7
Access: Dirt Road - 3
Fronting: Residential Street - 4
Location: Neighborhood or Spool - 6
Parking Type: Off Street - 1
Parking Quantity: Adequate - 2
Parking Proximity: On Site - 3
Parking Covered:
Parking Uncovered:

INSPECTION HISTORY

Date	Time	Code	Reason	Appraiser	Contact	Code
08/13/2024	9:42 AM	11	AM	JS		
03/04/2022	8:35 AM	9	MR	JS		
03/13/2020	1:18 PM	9	MR	JS		

SALES INFORMATION

Date	Type	Sale Amount	Src	Validity	Inst Type	COV
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BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp
15208	1	OB&Y	09/24/2015	X	10

RECENT APPEAL HISTORY

Tax Year	Hearing Date	Appeal Level	Case Number	Status	Final Action	Results Code	Hearing Value
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2025 APPRAISED VALUE

Cls	Land	Building	Total	Cls	Land	Building	Total
A	1,070	1,130	2,200	A	1,050	1,190	2,240
F	56,150	67,960	124,110	F	56,150	69,870	126,020

2024 APPRAISED VALUE

Cls	Land	Building	Total	Cls	Land	Building	Total
A	1,070	1,130	2,200	A	1,050	1,190	2,240
F	56,150	67,960	124,110	F	56,150	69,870	126,020
Total	57,220	69,090	126,310	Total	57,200	71,060	128,260

PARCEL COMMENTS

Prop-FN: YR6; Prop-NC: 15; Prop-Com: 15-LIM/UNK; P-17 10% N/C 12/17 "VERY LONG PROJECT" PER MR; H17 - COMBINE MAIN PRIMARY SITE INTO 1 SITE
PER TXPYR, ADD 2ND PRIMARY SITE IN SW CORNER OF PARCEL. PER TXPYR/LW, 12/16; Land-Ac/St. ;

MISCELLANEOUS IMPROVEMENT VALUES

Class	Value	Reason Code	Class	Value	Reason Code
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MARKET LAND INFORMATION

Method	Type	Link	AC/SF	Eff FF	Depth	D-Fact	Int1	Fact1	Int2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
Acre	1-Primary Site - 1		1.10											7	8.00	17,750.00	3,500.00	15,500.00	35,050
Acre	1-Primary Site - 1		0.20											7	8.00	17,750.00	3,500.00	15,500.00	21,100

Total Market Land Value 56,150

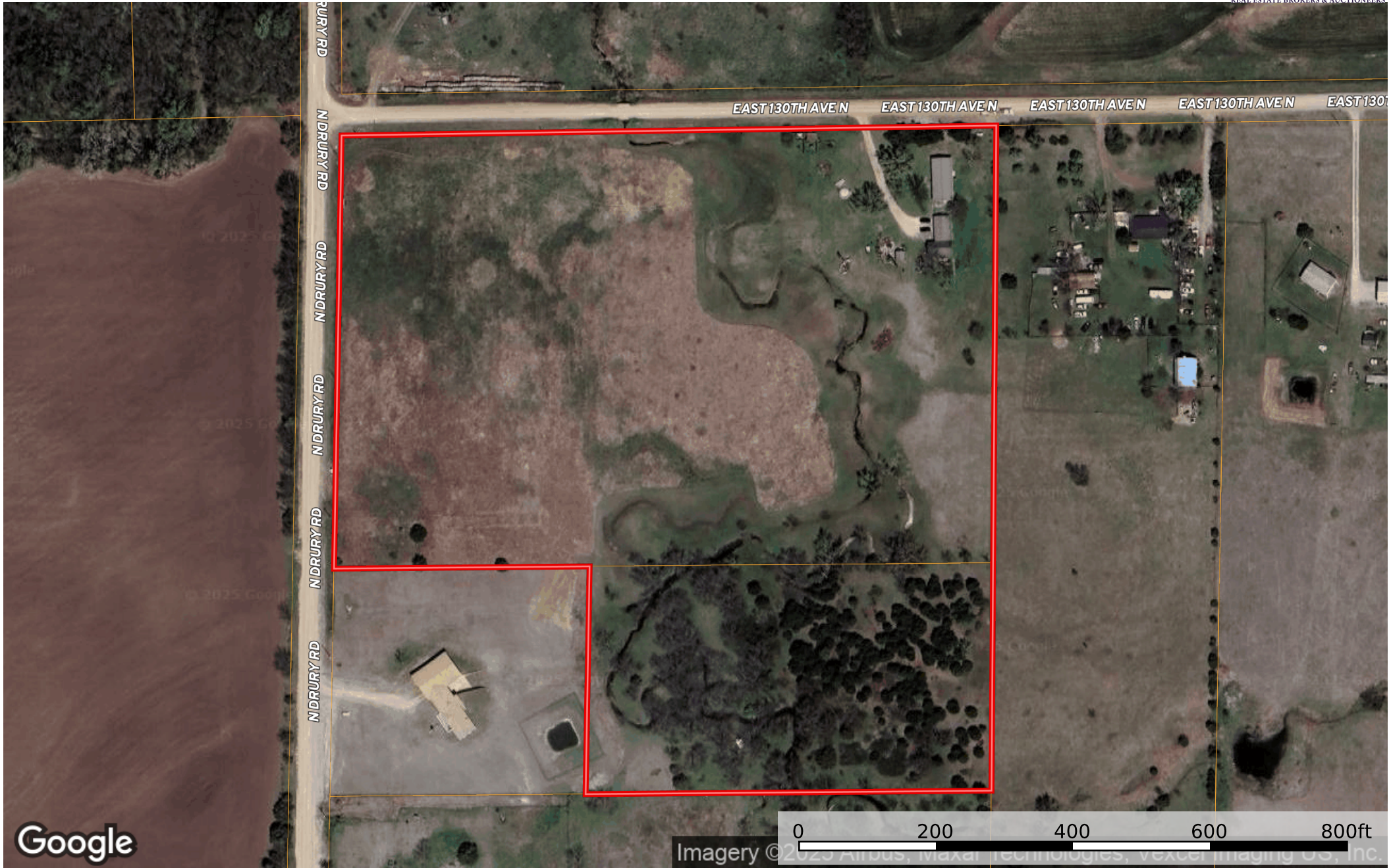
IMPROVEMENT COST SUMMARY	
Other Improvement RCN:	25,066
Eco Adj:	100
Other Improvement Value:	1,130

AGLAND SUMMARY

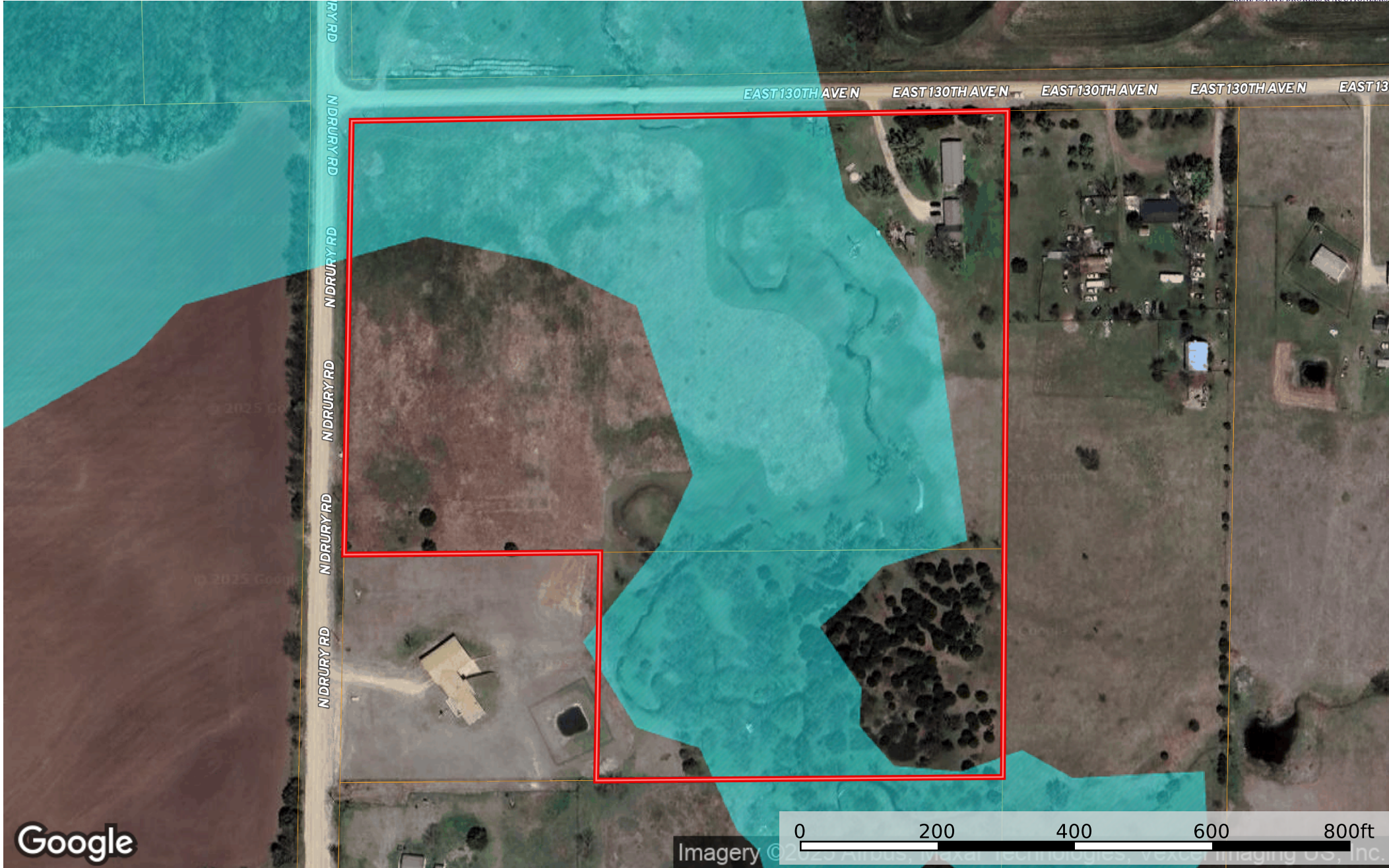
Dry Land Acres:	0.00
Irrigated Acres:	0.00
Native Grass Acres:	12.70
Tame Grass Acres:	0.00
Total Ag Acres:	12.70

Total Ag Use Value:	1,070
Total Ag Mkt Value:	29,590

OTHER BUILDING IMPROVEMENT COMPONENTS



Boundary



Tax History Inquiry for SCHULTZ, RICK & RHONDA L

[View Parcel Information](#) --- [Tax Search Page](#)

Property Address											
107 E 130TH AVE N											
Tax ID		Sec-Twn-Rng	Sub	Blk	Lot	Description				Parcel Id/Cama	Parcel Classes
2024 RealEstate - LT0158A		18-30-01W				S18, T30, R01W, ACRES 14, N660' OF; W990' OF NW4 LESS ROW				034-18-0-00-00-005.00-0	Agricultural Real Estate Farmstead
Tax Unit	USD	Cty/Twn	Assessed Valuation	Mill Levy	Ad Valorem	Special Assessments	Total Tax	Total Paid	Dlq	Book-Page	Date of Transfer
046	264	LONDON	\$15105	141.231	\$1960.8	\$0	Amount \$1960.8	Amount \$1960.8	No	0931R - 0308	05/14/14

[Click here for Additional Years](#)

[View Parcel Information](#) --- [Tax Search Page](#)

Tax Search powered by  **Aumentum**[™]
TECHNOLOGIES

Tax History Inquiry for SCHULTZ, RICK

[View Parcel Information](#) --- [Tax Search Page](#)

Property Address											
00000 N DRURY RD											
Tax ID		Sec-Twn-Rng	Sub	Blk	Lot	Description				Parcel Id/Cama	Parcel Classes
2024 RealEstate - LT0158DA		18-30-01W				S18, T30, R01W, ACRES 4.5, BEG 660'S &; 404'E NW COR NW4,TH E580',S330',W580'; ,N330' TO POB & LESS ROW				034-18-0-00-00-006.02-0	Vacant Real Estate
Tax Unit	USD	Cty/Twn	Assessed Valuation	Mill Levy	Ad Valorem	Special Assessments	Total Tax	Total Paid	Dlq	Book-Page	Date of Transfer
046	264	LONDON	\$5054	141.231	\$713.78	\$0	Amount \$713.78	Amount \$713.78	No	0501 - 0355	0

[Click here for Additional Years](#)

[View Parcel Information](#) --- [Tax Search Page](#)

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TECHNOLOGIES

Commitment Cover Page

Order Number: **3154975**

Delivery Date: **10/20/2025**

Property Address: **107 E. 130th Ave. N. , 00000 N. Drury Rd, Clearwater, KS 67026**

For Title Assistance

Jodie A Heath
116 E. Harvey Avenue
Wellington, KS 67152
Office: (620) 326-7460
jaheath@security1st.com

Buyer/Borrower

A legal entity to be determined
Delivered via: Electronic Mail

Agent for Seller

Gene Francis & Associates LLC
Attention: Jodi McBee
12140 W K-42 Hwy
Wichita, KS 67215
jodi@genefrancis.com
Delivered via: Electronic Mail

Seller/Owner

Rick A. Schultz
PO Box 67
Clearwater, KS 67026
Delivered via: Electronic Mail

Agent for Seller

Gene Francis & Associates LLC
Attention: Blake Mitchell
blake@genefrancis.com
Delivered via: Electronic Mail

Seller/Owner

Rhonda L. Schultz
PO Box 67
Clearwater, KS 67026
Delivered via: Electronic Mail

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

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Title Fee Invoice

Date:	10/20/2025	Buyer(s):	A legal entity to be determined
Order No.:	3154975	Seller(s):	Rick A. Schultz and Rhonda L. Schultz
Issuing Office:	Security 1st Title 116 E. Harvey Avenue Wellington, KS 67152	Property Address:	107 E. 130th Ave. N. , 00000 N. Drury Rd, Clearwater, KS 67026

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (\$1,000.00)	\$410.00
	Total \$410.00
If Security 1st Title will be closing this transaction, the fees listed above will be collected at closing. Otherwise, please remit payment to the issuing office above.	
Thank you for your order!	

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

Vesting Documents:

[Sumner county recorded 01/16/2025 at book 1170 page 357](#)

Tax Information:

[LT0158A](#), [LT0158DA](#)

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ALTA COMMITMENT FOR TITLE INSURANCE

issued by
First American 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.

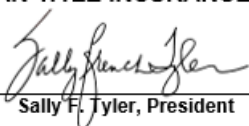
COMMITMENT TO ISSUE POLICY

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

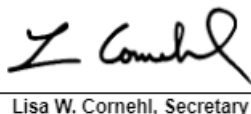
If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____


Sally F. Tyler, President

By: _____


Lisa W. Cornehl, Secretary

Issuing Agent: Security 1st Title, LLC



Security 1st Title

Jodie A Heath
(620) 326-7460
jaheath@security1st.com
(620) 326-2357



Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title, LLC	Buyer:	A legal entity to be determined
Issuing Office:	116 E. Harvey Avenue Wellington, KS 67152	Title Contact:	Jodie A Heath (620) 326-7460 jaheath@security1st.com (620) 326-2357
ALTA Universal ID:	1100301		
Loan ID Number:			
Commitment No.:	KS-C3154975		
Property Address:	107 E. 130th Ave. N. , 00000 N. Drury Rd, Clearwater, KS 67026		

SCHEDULE A

1. Commitment Date:

10/09/2025 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

Proposed Insured: A legal entity to be determined

The estate or interest to be insured: Fee Simple

\$1,000.00

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

Fee Simple

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

Rick A. Schultz and Rhonda L. Schultz

5. The Land is described as follows:

Property description set forth in Exhibit A attached hereto and made a part hereof.

Security 1st Title

By: _____

David Armagost, President



Commitment No.: KS-C3154975

Exhibit A

Beginning at the Northwest corner of Section 18, Township 30 South, Range 1 West of the 6th P.M., Sumner County, Kansas, Thence South along the West line of said Section 18, and on an assumed bearing of South 00 degrees 00 minutes 00 seconds West a distance of 659.88 feet; Thence Easterly on a bearing of North 88 degrees 30 minutes 30 seconds East a distance of 403.55 feet; Thence Southerly on a bearing of South 00 degrees 00 minutes 00 seconds East a distance of 330.14 feet; Thence Easterly on a bearing of North 88 degrees 30 minutes 30 seconds East a distance of 586.45 feet; Thence North on a bearing of North 00 degrees 00 minutes 00 seconds East a distance of 990.02 feet to a point on the North line of said Section 18; Thence West along said North line and on a bearing of South 88 degrees 30 minutes 30 seconds West a distance of 990.00 feet to the Point of Beginning.

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SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, and recorded in the Public Records.
5. **For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in the Conditions, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.**
6. **We require all general taxes and special assessments for the current year, and all previous years, to be paid in full or as otherwise agreed to by the parties. County tax information is hyperlinked on the Cover Page of this Commitment. General taxes and special assessments for the Land are currently taxed as follows, subject to interest and penalties:**

Tax Year: 2024

Full Amount: \$1,960.80, Paid

Tax Parcel Number: LT0158A

Tax Year: 2024

Full Amount: \$713.78, Paid

Tax Parcel Number: LT0158DA

7. **File a release of Mortgage dated June 20, 2025, recorded June 23, 2025, as Book 1181, Page 1, made by Rhonda L. Schultz and Rick A. Schultz, to Home Bank & Trust Co., in the amount of \$30,000.00.**
8. **File a Warranty Deed from Rick A. Schultz and Rhonda L. Schultz, stating marital status and joined by spouse, if any, to A legal entity to be determined.**
9. **File a Mortgage from A legal entity to be determined, stating marital status and joined by spouse, if any, to in amount of .**
10. **Provide this company with a properly completed and executed Owner's Affidavit.**

11. Recording Information for Kansas Counties:

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

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

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

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

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

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

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

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SCHEDULE B, PART II—Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any 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 at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **General taxes and special assessments for the year 2025, and subsequent years, none now due and payable.**

NOTE: We reserve the right to amend the above exception if any taxes remain due and payable, but not delinquent, for the current tax year.

8. Roadway easement, if any, over the North and West of subject property.
9. The terms and provisions contained in the document entitled "Affidavit of Permanently Affixed Manufactured/Mobile Home and Application to Eliminate Title" filed as Book 720, Page [634](#).
10. The terms and provisions contained in the document entitled "Division of Land Exemption Affidavit" filed as Book 1160, Page [242](#) (includes Survey at Book 1160, Page [244](#)).
11. The terms and provisions contained in the document entitled "County Surveyor's Certificate" filed as Book 1102, Page [572](#). (Corrects legal description in Book 1099, Page [428](#))
12. Rights of the owners of the mineral estate as conveyed or reserved on/in Book C-5, Page [334](#), and of the parties claiming thereunder.
13. Subject property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of Resolution #2016-52 in Book 993, Page [113](#) and Resolution #2016-53 in Book 993, Page [115](#).
14. Tenancy rights, if any, either month-to-month or by virtue of written leases, of parties now in possession of any part of the premises described herein.
15. Any interest outstanding of record in and to all the oil, gas and other minerals in and under and that may be produced from said premises, together with all rights incident to or growing out of said outstanding minerals, including but not limited to outstanding oil and gas leases and easements.

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16. The terms and provisions contained in the Affidavit of Memorandum of Agreement between Targa Pipeline Mid-Continent Westok LLC and Sandridge Exploration and Production LLC, filed April 1, 2016 in Book 975, Page [186](#).

NOTE: This is a blanket document that is indexed in all Sections, Townships and Ranges in Sumner County, Kansas and may or may not pertain to the subject property set forth in Schedule A herein.

17. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charge for same shall have been paid.

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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this Commitment.

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 is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

9. CLAIMS PROCEDURES

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

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE

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TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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Privacy Notice

Last Updated and Effective Date: December 1, 2024

First American Financial Corporation and its subsidiaries and affiliates (collectively, “First American,” “we,” “us,” or “our”) describe in our full privacy notice (“Notice”), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, sell or share your personal information when: (1) you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Notice is posted (“Sites”); (2) you use our products and services (“Services”); (3) you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method (“Communications”); (4) we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies (“Third Parties”); and (5) you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services (“B2B”). This shortened form of the Notice describes some of the terms contained in the full Privacy Notice. Personal information is sometimes also referred to as personal data, personally identifiable information or other like terms to mean any information that directly or indirectly identifies you or is reasonably capable of being associated with you or your household. However, certain types of information are not personal information and thus, not within the scope of our Notice, such as: (1) publicly available information; and (2) de-identified and aggregated data that is not capable of identifying you. If we use de-identified or aggregated data, we commit to maintain and use the information in a nonidentifiable form and not attempt to reidentify the information, unless required or permitted by law.

This Notice applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that this Notice does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy notice can be found [here](#).

What Type Of Personal Information Do We Collect About You? We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Personal Information? We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

How Do We Use Your Personal Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Disclose Your Personal Information? We may disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; and (3) for legal process and protection. Although we do not “sell” your information in the traditional sense, the definition of “sale” is broad under the CCPA that some disclosures of your information to third parties may be considered a “sale” or “sharing” for targeted advertising. To learn more about how we disclose your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Personal Information? The security of your personal information is important to us. We take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

How Long Do We Keep Your Personal Information? We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

Changes to Our Notice We may change the Notice from time to time. Any and all changes to the Notice will be reflected on this page and in the full Notice, and where appropriate provided in person or by another electronic method.

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YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE NOTICE.

For California Residents If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations ("CCPA"). To learn more, please visit <https://www.firstam.com/privacy-policy/>.

Contact Us: dataprivacy@firstam.com or toll free at 1-866-718-0097.

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PRIVACY POLICY

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

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

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

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

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

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

Sharing practices	
How often does Security 1st Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How does Security 1st Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How does Security 1st Title collect my personal information?	We collect your personal information, for example, when you • request insurance-related services • provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.
Contact Us	If you have any questions about this privacy notice, please contact us at: Security 1st Title, 727 N. Waco, Suite 300, Wichita, KS 67203

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Seller's Property Disclosure

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 107 E 130th AVE N. CLEARWATER FL 34624

Seller: Rick & Rhonda Schultz

Date of Purchase:

Message to the Seller: This statement is a disclosure of the condition of the above described Property known by the SELLER on the date that it is signed. It is not a warranty of any kind by the SELLER(S) or any real estate licensees involved in this transaction, and should not be accepted as a substitute for any inspections or warranties the BUYER(S) may wish to obtain. If you know something important about the Property that is not addressed on the Seller's Property Disclosure, add that information to the form. Prospective Buyers may rely on the information you provide.

Instructions: (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the comment lines to explain.

By signing below you acknowledge that the failure to disclose known material information about the Property may result in liability.

Message to the Buyer: Although Seller's Property Disclosure is designed to assist the SELLER in disclosing all known material (important) facts about the Property, there are likely facts about the Property that the SELLER does not know. Therefore, it is important that you take an active role in obtaining the information about the Property.

Instructions: (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the Seller's Property Disclosure. (5) Obtain professional inspections of the Property. (6) Investigate the surrounding area.

THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT INDEPENDENTLY VERIFIED BY THE BROKER(S) OR AGENTS(S).

PART I

APPLIANCES						ELECTRICAL					
TRANSFERS TO BUYER						TRANSFERS TO BUYER					
None	Does Not	Working	Not Working	Don't Know	Smart Device	None	Does Not	Working	Not Working	Don't Know	Smart Device
Indicate the condition of the following items by marking the appropriate boxes.						Indicate the condition of the following items by marking the appropriate boxes.					
☐	☐	☐	☒	☐	☐	☐	☐	☒	☐	☐	☐
Disposal						Smoke/Fire Detectors					
☐	☐	☒	☐	☐	☐	☐	☐	☒	☐	☐	☐
Dishwasher						Light Fixtures					
☒	☐	☐	☐	☐	☐	☐	☐	☒	☐	☐	☐
Oven						Switches/Outlets					
☒	☐	☐	☐	☐	☐	☐	☐	☒	☐	☐	☐
Range (Circle One) Gas Electric						Ceiling Fan(s)					
☒	☐	☐	☐	☐	☐	☐	☐	☒	☐	☐	☐
Microwave						Bathroom Vent Fan(s)					
Built in (Circle One) YES NO						☐	☐	☒	☐	☐	☐
Range Hood						Telephone Wiring/Blocks/Jacks					
☒	☐	☐	☐	☐	☐	☒	☐	☐	☐	☐	☐
Vented Outside (Circle One) YES NO						Door Bell					
☐	☐	☒	☐	☐	☐	☒	☐	☐	☐	☐	☐
Kitchen Refrigerator						Intercom					
☒	☐	☐	☐	☐	☐	☒	☐	☐	☐	☐	☐
Clothes Washer						Garage Door Opener					
☒	☐	☐	☐	☐	☐	# of Remotes: _____			Keypad Entry: (Circle One) YES NO		
☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Clothes Dryer						Aluminum Wiring					
☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Trash Compactor						Copper Wiring					
☒	☐	☐	☐	☐	☐	☐	☐	☒	☐	☐	☐
Central Vacuum						220 Volt					
☒	☐	☐	☐	☐	☐	_____			Service Panel Total Amps		
Exterior Attached Gas Grill						☒	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐	Solar Equipment - (Circle One) Own Rent/Lease					
Other: _____						Company					
☐	☐	☐	☐	☐	☐	☒	☐	☐	☐	☐	☐
Other: _____						Wind - (Circle One) Own Rent/Lease					
☐	☐	☐	☐	☐	☐	☒	☐	☐	☐	☐	☐
Other: _____						Hydroelectric - (Circle One) Own Rent/Lease					
Comments:						☒	☐	☐	☐	☐	☐
						Security System - (Circle One) Own Rent/Lease					
						Company					
						☒	☐	☐	☐	☐	☐
						Audio/Video Surveillance System					

27	WATER/SEWAGE SYSTEMS (See Part II Also)						HEATING & COOLING SYSTEMS					
28	TRANSFERS TO BUYER					Indicate the condition of the following items by marking the appropriate boxes.	TRANSFERS TO BUYER					Indicate the condition of the following items by marking the appropriate boxes.
29	None Does Not Transfer	Working	Not Working	Don't Know	Smart Device		None Does Not Transfer	Working	Not Working	Don't Know	Smart Device	
30	☐	☐	☐	☐	☐		☐	☐	☐	☐	☐	
31	☐	☐	☐	☐	☐	Sewage Systems	☐	☐	☒	☐	☐	Cooling System
32	☐	☐	☐	☐	☐	Sump Pump						Type
33	☐	☐	☐	☐	☐	Backup Sump Pump/Battery						Age
34	☐	☐	☐	☐	☐	Plumbing	☐	☐	☒	☐	☐	Heating System
35	☐	☐	☒	☐	☐	Type						Type
36	☐	☐	☒	☐	☐	Water Heater (Circle One) <u>Elect</u> Gas						Age
37	☐	☐	☐	☐	☐	Size & Age	☒	☐	☐	☐	☐	Window/Wall Air Conditioning Units
38	☐	☐	☒	☐	☐	Instant Hot Water	☒	☐	☐	☐	☐	Electronic Air Filter
39	☐	☐	☒	☐	☐	Water Softener	☒	☐	☐	☐	☐	Humidifier
40	☐	☐	☐	☐	☐	(Circle One) <u>Own</u> Rent/Lease	☒	☐	☐	☐	☐	Fireplace
41	☐	☐	☒	☐	☐	Company	☒	☐	☐	☐	☐	Fireplace Insert
42	☐	☐	☐	☐	☐	Water Purifier/Reverse Osmosis	☒	☐	☐	☐	☐	Wood burning Stove
43	☒	☐	☐	☐	☐	Underground Sprinkler System						Chimney/Flue - Date Last Cleaned
44	☐	☐	☐	☐	☐	Backflow Device (Circle One) YES NO	☒	☐	☐	☐	☐	Gas Log Lighter
45	☐	☐	☐	☐	☐	Date Last Tested or Inspected	☒	☐	☐	☐	☐	Whole House Attic Fan
46	☒	☐	☐	☐	☐	Pool Equipment	☒	☐	☐	☐	☐	Solar Equipment - (Circle One) Own Rent/Lease
47	☒	☐	☐	☐	☐	Hot Tub/Spa						Company
48	Comments:						☒	☐	☐	☐	☐	Geothermal
49							☐	☐	☐	☐	☐	Propane Tank - (Circle One) Own Rent/Lease
50							Comments:					
51	MEDIA											
52	TRANSFERS TO BUYER					Indicate the condition of the following items by marking the appropriate boxes.	SMART DEVICES					
53	None Does Not Transfer	Working	Not Working	Don't Know	Smart Device		Any additional smart technology devices not covered in this form to transfer with the property, and any additional comments. Please list below:					
54	☒	☐	☐	☐	☐							
55	☒	☐	☐	☐	☐							
56	☒	☐	☐	☐	☐							
57	☒	☐	☐	☐	☐							
58	☒	☐	☐	☐	☐							
59	☒	☐	☐	☐	☐							
60	☒	☐	☐	☐	☐							
61	☒	☐	☐	☐	☐							
62	☒	☐	☐	☐	☐							
63	☒	☐	☐	☐	☐							
64	☒	☐	☐	☐	☐	Any Additional Comments For Part I.						
65	☒	☐	☐	☐	☐							
66	☒	☐	☐	☐	☐							
67	Comments:											
68												

69

Rev 12/23

SELLER'S INITIALS: PLS

Pg 2 of 7

BUYER'S INITIALS: _____

#1004

PART II

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

Attach all relevant documentation for further explanation, including any and all repair reports.

SECTION 1

STRUCTURAL FOUNDATION/WALLS

YES	NO	DON'T KNOW	
☒	☐	☐	Are any exterior walls covered with Exterior Insulation & Finish System (synthetic stucco)? If YES, are you aware of any adverse conditions? _____
			Indicate all that apply: ☐ Basement ☐ Crawl Space ☐ Slab
☐	☒	☐	Are there any structural engineer's report(s) available? If YES, Date of Report: _____ Copy Attached? (Mark One): ☐ YES ☐ NO
			To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)
☒	☒	☐	Movement, shifting, deterioration or other problems with walls or foundation?
☒	☐	☐	Cracks or flaws in the walls, floors or foundation?
☒	☐	☐	Problems with driveways, walkways, patios, retaining walls, party walls?
☒	☐	☐	Problems with operation of windows or doors, or broken seals?
☐	☐	☒	Any corrective actions to items in this section? (Example - Piering, bracing, etc.)
☐	☒	☐	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☒	☐	☐	Is there insulation in the walls?
☒	☐	☐	Is there insulation in the floors?

Additional Comments:

Windows by Champion
seals are OK! Doors are the problem!

SECTION 2

ROOF/INSULATION

YES	NO	DON'T KNOW	
			Age: <u>15-16 yrs</u> Type: _____
☐	☐	☐	To your knowledge, are there any ☐ PAST ☒ PRESENT roof leaks? (Mark One) If any, identify details below.
☐	☐	☐	During your ownership, has the roof ever been ☒ REPLACED? ☐ REPAIRED? (Mark One) If YES, Date: _____ (Identify details below.)
☐	☐	☐	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☐	☒	☐	Do you know of any problems with chimneys or chases? (If YES, explain below.)
☒	☐	☐	Do you know of any problems with roof, roof structure or rain gutters? (If YES, explain below.)
☒	☐	☐	Is there insulation in the ceiling/attic?

Additional Comments:

Garage roof Leaks

SECTION 3

MOLD/MILDEW

YES	NO	DON'T KNOW	
			According to the EPA, molds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the naked eye, and float through outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. Inhaling or touching mold spores may cause allergic reactions in sensitive individuals.
			To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)
☐	☐	☒	Presence of any mold/mildew in the property?
☐	☒	☐	Any problems created by mold or mildew for occupants of the structure during your ownership?
☐	☒	☐	Have you had any inspections for mold or mildew? If YES, Date: _____ (If YES, explain below.)
☐	☒	☐	Have you received any reports pertaining to mold or mildew on or within the structure? (If YES, attach.)
☐	☒	☐	Has the property had any professional mold remediation during your ownership? If YES, Date: _____

Additional Comments:

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 4 WATER/SEWAGE SYSTEMS	
☐	☒	☐	Is the property connected to City Water?	
☐	☐	☐	Is the property connected to Rural Water? If YES, Transfer Fee: _____ District: _____	
☐	☐	☐	Is the property connected to any private water systems? (Mark all that apply.)	
			☐ Drinking Well	☐ Irrigation Well ☐ Geo-Thermal Well
☐	☐	☐	Working? Type: _____ Location: _____ Depth: _____	
☐	☐	☐	Working? Type: _____ Location: _____ Depth: _____	
☐	☐	☐	Working? Type: _____ Location: _____ Depth: _____	
☐	☐	☐	Has the water in any wells shown test results of contamination? (If YES, explain below.)	
☐	☒	☐	Is the property connected to a public sewer system? If shared lagoon/septic system, explain below.	
☒	☐	☐	Is the property connected to a septic system? Date Last Pumped: _____	
			Tank Size: _____ Location: _____	
			# feet laterals: _____ # Feet infiltrators: _____ Location: _____	
☐	☒	☐	Is the property connected to a lagoon system? Location: _____	
☐	☐	☐	Is the property connected to some other type of waste disposal system? (If YES, explain below.)	
☐	☐	☒	Has the main waste disposal line ever been snaked or scoped?	
☐	☐	☒	To your knowledge, is there any problem relating to the waste disposal system?	
Additional Comments:				

YES	NO	DON'T KNOW	SECTION 5 WATER INTRUSION/LEAKS	
<i>To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)</i>				
☐	☒	☐	Any water leakage in or around the fireplace or chimney?	
☐	☒	☐	Any water leakage around (If YES, mark all that apply.) ☐ WINDOWS ☐ SKYLIGHTS ☐ DOORS?	
☐	☒	☐	Any leaks occurring in any plumbing, water supply lines, drains, sewer lines, etc.?	
☐	☒	☐	Any leaks caused by appliances?	
☐	☒	☐	Any leaks from any condensation drain lines, humidifier, dehumidifier, etc.?	
☐	☐	☒	Any water leakage into (If YES, mark all that apply.) ☐ BASEMENT ☐ CRAWL SPACE	
☐	☐	☒	Any accumulation of water within the basement/crawl space?	
☐	☐	☒	Sump Pump(s) Location(s): _____	
☐	☐	☒	Drain Tiles (If YES, mark all that apply.) ☐ INTERIOR ☐ EXTERIOR	
Additional Comments:				

YES	NO	DON'T KNOW	SECTION 6 PEST, WOOD INFESTATION & DRY ROT	
☐	☐	☒	Do you have any knowledge of the following items on/affecting the property? (Mark all that apply.)	
			☐ WOOD DESTROYING INSECTS	☐ DRY ROT ☐ OTHER WOOD INFESTATION
☐	☐	☒	Any knowledge of any damage to the property caused by the following items? (Mark all that apply.)	
			☐ WOOD DESTROYING INSECTS	☐ DRY ROT ☐ OTHER WOOD INFESTATION
☐	☒	☐	Have there been any repairs of such damage? (If YES, explain below.)	
☐	☒	☐	Is the property currently under a termite warranty or other coverage by a licensed pest control company?	
			Company: _____	Warranty Expiration Date: _____
☐	☒	☐	Any wood destroying insects control reports in the last 5 years? (If YES, explain below.)	
☐	☒	☐	Any professional wood destroying insects control treatments in the last 5 years? (If YES, explain below.)	
☐	☒	☐	Any pest control reports in the last 5 years? (If YES, explain below.)	
☐	☒	☐	Any professional pest control treatments in the last 5 years? (If YES, explain below.)	
Additional Comments:				

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 7 ENVIRONMENTAL CONDITIONS
☐	☐	☒	Is the property located in a subdivision with a master drainage plan?
☐	☐	☒	If YES, is the property in compliance?
☐	☐	☒	Has the property ever had any drainage problems during your ownership? (If YES, explain below.)
☐	☐	☒	Are there any producing or non-producing gas/oil wells on the property or adjacent property?
☐	☐	☒	Do mineral rights convey to buyer? If NO, please define: _____
			Groundwater contamination has been detected in several areas in the State of Kansas.
☐	☒	☐	Are you aware of groundwater contamination or other environmental concerns?
☐	☒	☐	Any reports or records pertaining to groundwater contamination or other environmental concerns?
☐	☐	☒	Are there any diseased or dead trees and shrubs?
			To your knowledge, are any of the following substances, materials, products on the real property? (YES or NO Only.)
☐	☐	☒	Asbestos
☐	☒	☐	Contaminated soil or water (including drinking water)
☐	☒	☒	Landfill or buried materials
☐	☒	☐	Lead-based paint (If YES, attach disclosure.)
☐	☐	☒	Radon gas in house or well
			Has a mitigation system been installed? (Mark One) ☐ YES ☒ NO
☐	☐	☒	Methane Gas
☐	☒	☐	Oil sheers in wet areas
☐	☒	☐	Radioactive material
☐	☒	☐	Toxic material disposal (solvents, chemicals, etc.)
☐	☒	☐	Underground fuel or chemical storage tanks
☐	☐	☒	EMFs (Electro Magnetic Fields)
☐	☐	☒	Urea formaldehyde foam insulation (UFFI)
☐	☐	☒	Other: _____
☐	☒	☐	Are you aware if any portion of the property has ever been used for the manufacture of, or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy, LSD or any other illegal substances?
☐	☒	☐	To your knowledge, are any of the above conditions present near your property?
Comments:			

YES	NO	DON'T KNOW	SECTION 8 BOUNDARIES/LAND
☒	☐	☐	Have you had a survey of the property? (If YES, attach copy if available.)
☒	☐	☐	Are the boundaries of your property marked in any way?
☒	☐	☐	Is there any fencing on the boundaries of the property?
☒	☐	☐	Does fencing belong to the property? If YES, which sides? <u>East side N. corner</u>
☐	☒	☐	Are there any features of the property shared in common with adjoining landowners, such as, walls, fences, roads, driveways? (If YES, explain below.)
☐	☒	☐	Is the property owner responsible for maintenance of any such shared feature(s)?
☐	☒	☐	To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
☒	☐	☐	To your knowledge, is any portion of the property located in a federally designated flood plain?
☐	☒	☐	Do you currently, or have you ever, paid flood insurance for the property?
☐	☐	☒	To your knowledge, is any portion of the property located in a designated wetlands area?
☐	☐	☒	Do you know of any of the following items that have occurred on the property or in the immediate area? (Mark all that apply.)
			☐ EXPANSIVE SOIL ☐ EARTH MOVEMENT
			☐ FILL DIRT ☐ UPHEAVAL
			☐ SLIDING ☐ EARTH STABILITY PROBLEMS
			☐ SETTLING
Comments:			

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 9
			SPECIAL ASSESSMENTS AND HOMEOWNER'S ASSOCIATION
			The law requires that the Seller disclose the existence of special assessments against a property.
☐	☒	☐	Any current/pending bonds, assessments, or special taxes that apply to property?
☐	☐	☒	The property may be subject to special assessments or is located in an improvement district? (Refer to relevant tax disclosure - Mark One).
			☐ Owner ☐ County ☐ Public Record ☐ Other: _____
☐	☒	☐	Is the property subject to rules or regulations of an active Homeowner's Association?
			Annual Dues? _____ Initiation Fee? _____
			Homeowner's Association contact information: _____
☐	☐	☐	Is the property subject to a right of first refusal?
☐	☐	☐	Is the property subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions?
☐	☐	☐	Any violations of such covenants and restrictions?
Comments:			

YES	NO	DON'T KNOW	SECTION 10
			MISCELLANEOUS
☐	☐	☒	Have any improvements or repairs (including, but not limited to, HVAC, plumbing, electrical, structural additions) been made to the property without obtaining required permits ?
☐	☒	☐	Are any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions?
☐	☐	☒	Is the present use of the property a non-conforming use?
☒	☒	☐	Have there been any insurance claims during the seller's ownership?
☐	☐	☐	Were repairs made? If so, explain: <u>Floors</u>
☐	☒	☐	Is there any unrepaired damage due to hail, storm, wind, fire or flood?
☐	☐	☒	Are there any stains, tears, burns, holes, etc., in the property that are not readily visible?
☒	☐	☐	Does a pet(s) reside or has a pet(s) ever resided in or on the property?
☐	☐	☒	Is there any damage due to pets, interior/exterior, including, but not limited to, odors, stains, etc.?
☒	☐	☐	Do all window and door treatments remain? If NO, please list: _____
☐	☐	☐	Does any other personal property remain? If YES, please list: _____
☐	☒	☐	Does the property contain any of the following? (Mark all that apply.)
			☐ Swimming Pool ☐ Spa ☐ Hot Tub ☐ Sauna ☐ Water Feature
☐	☐	☐	If YES, are either of the following heated? ☐ Swimming Pool ☐ Spa If yes, type of heat? _____
☐	☒	☐	Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature?
			Explain: _____
☐	☒	☐	Is the property in a historic, holistic, conservation or special review district, that requires any alterations or improvements to the Property, be approved by a board or commission?
☐	☐	☒	Are there any other facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property?
☐	☐	☒	Are there any transferable warranties on the property or any of its components?
Comments:			

Any Additional Comments For Part II:

SELLER'S ACKNOWLEDGEMENT

288 Seller acknowledges that: the information contained in this disclosure is accurate, true and complete to the best of Seller's
 289 knowledge, information and belief; Seller has provided all the information contained in this Seller's Property Disclosure; and that the
 290 Broker/Realtor® has not prepared, nor assisted in the preparation of this Disclosure. Seller hereby indemnifies, holds harmless and
 291 releases all Brokers/Realtors® involved in the sale of the property from all liability, claims, loss, cost, or damage in connection with
 292 the information contained in this Disclosure. Seller hereby authorizes the listing broker to provide copies of this Disclosure to other
 293 real estate brokers and agents and prospective buyers of the property.

294 Seller is occupant: ☐ YES ☐ NO

295 Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by Seller.

296 **SELLER:** *Ghonda Schultz* **SELLER:** _____
 297 Date Date

298 BUYER'S ACKNOWLEDGEMENT AND AGREEMENT

299 **1.** I have personally inspected the property. I have been advised to have the property examined by professional inspectors. Subject
 300 to any inspections, I agree to purchase the property in its present condition without representations or guarantees of any kind by
 301 the Seller or any REALTORS® concerning the condition or value of the property, except as given above or as stated in my contract
 302 with the Seller.

303 **2.** I acknowledge that neither Seller nor any REALTORS® involved in this transaction is an expert at detecting or repairing physical
 304 defects in the property.

305 **3.** I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes
 306 after April 14, 1994, to register with the sheriff of the county in which they reside. I have been advised that if I desire information
 307 regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI) at
 308 <http://www.kansas.gov/kbi/> or by contacting the local sheriff's office.

309 **4.** I acknowledge that McConnell Air Force Base is located within Sedgwick County and is an operational military Air Force base that
 310 is open 24 hours a day and activity at that base may generate noise. The volume, pitch, amount and frequency of noise may be
 311 affected by future changes in McConnell Air Force Base activity. I have been informed that if I desire information regarding potential
 312 for noise caused by the aircraft operations associated with McConnell Air Force Base and its operations, I may find information by
 313 contacting the Metropolitan Area Planning Department.

314 **BUYER:** _____ **BUYER:** _____
 315 Date Date

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