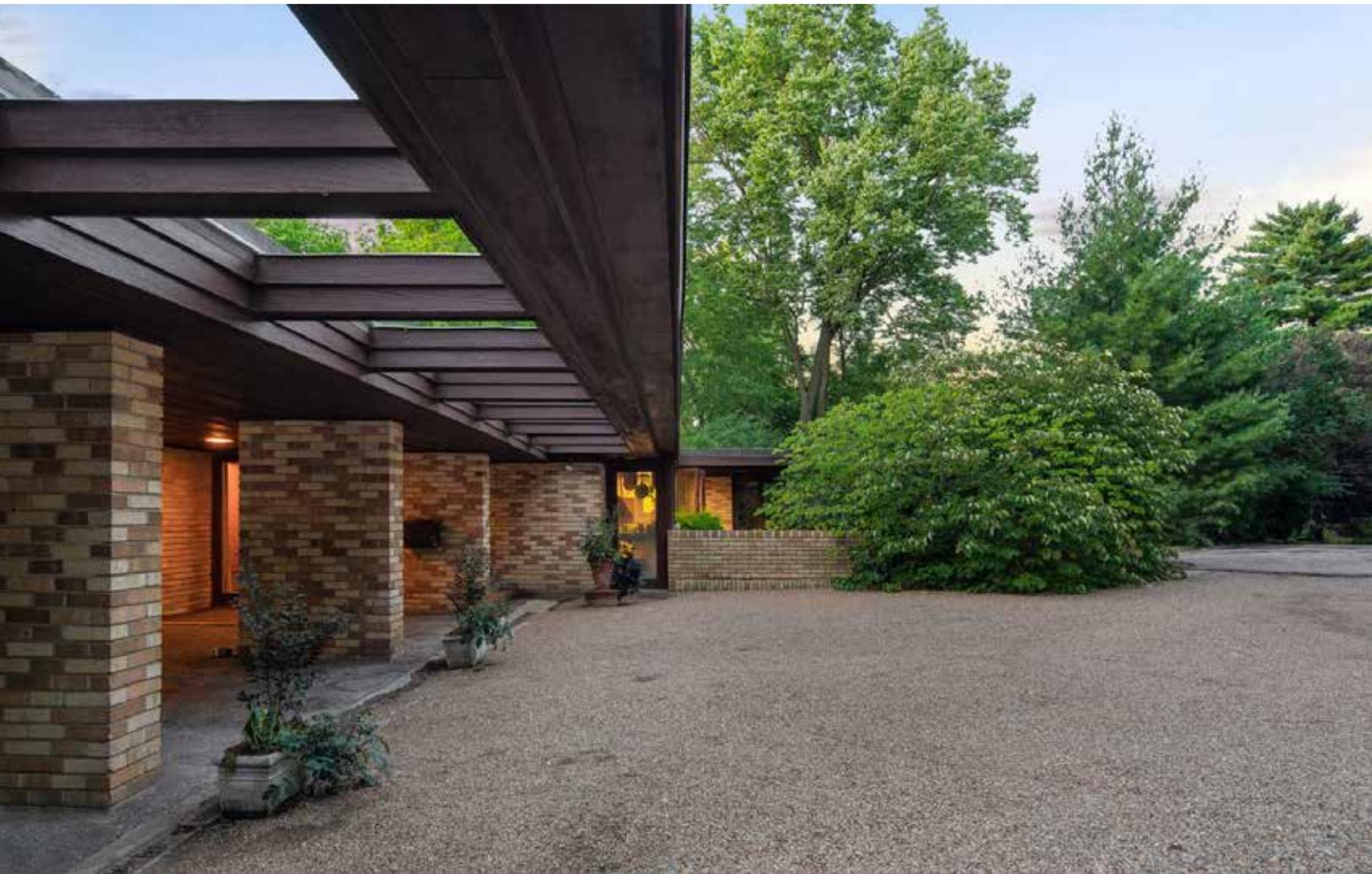


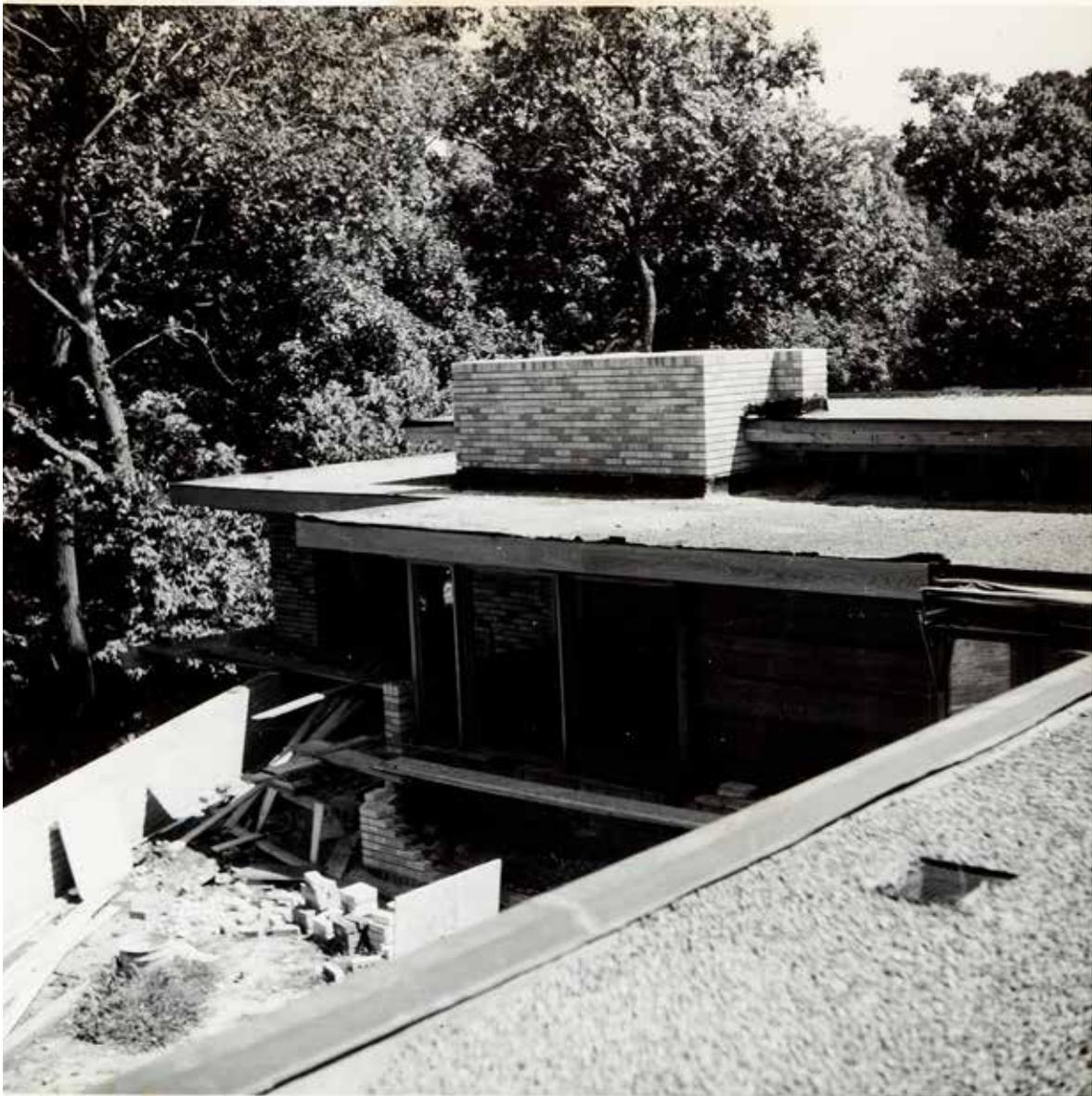
AUCTION WITHOUT RESERVE

HERITAGE
A U C T I O N S
LUXURY REAL ESTATE



Frank Lloyd Wright's Sondern-Adler House
3600 Belleview Ave | Kansas City, MO

August 12, 2019





3600 Belleview Ave

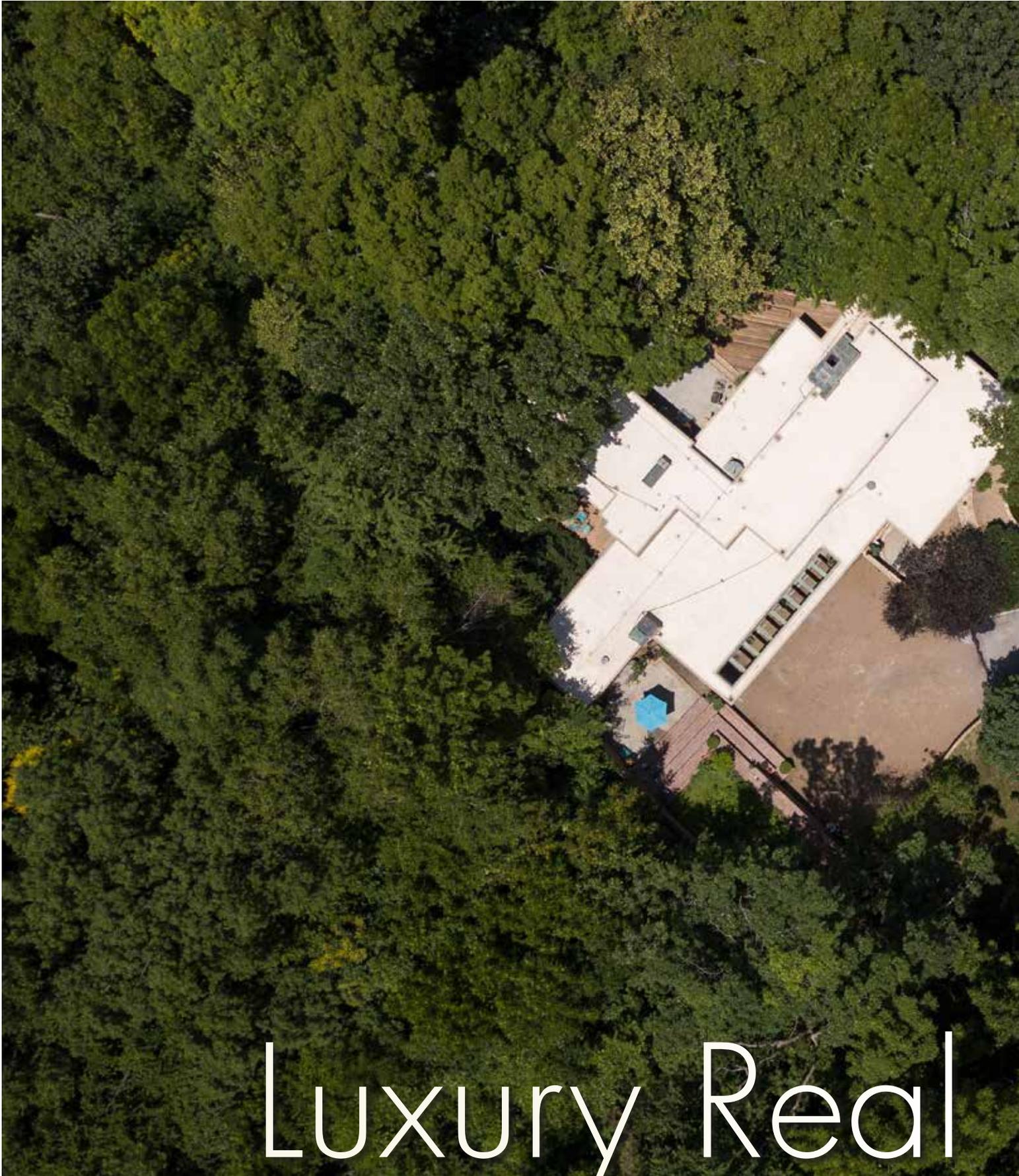
Kansas City, MO

August 12, 2019

[HA.com/FrankLloydWrightKC](https://www.ha.com/FrankLloydWrightKC)

Register to bid:

- Create a Buyer Account at [HA.com](https://www.ha.com)
- Provide a pre-approval letter from your lender or provide proof of funds for your maximum bid
- Review and complete the Bidder Registration form online at [HA.com/FrankLloydWrightKC](https://www.ha.com/FrankLloydWrightKC)



Luxury Real

Table of Contents

Why Buy at a Heritage Auction?.....	5
Preview Schedule.....	7
Own a Masterpiece.....	8
Highlights.....	10
The Usonian Vision.....	15
Comfortably Elegant.....	18
The Good Life.....	20
Favorite Pastimes.....	23
Welcome to Kansas City.....	24
Come for a Visit.....	27
Auction Information.....	27
What Distinguishes Heritage?.....	28
Due Diligence Package.....	29
The Heritage Team.....	109

Estate Auction





WHY BUY AT A HERITAGE AUCTION?

Buying with Heritage Auctions is Efficient And Simple. Register Online, Review The Due Diligence Information, And Name Your Price.



- You set the price.
- The buying process is transparent and streamlined.
- A complete due diligence package is available.
- No back and forth negotiations post-auction.
- All bids are final.
- You'll know the terms prior to auction.
- You know the seller is serious.
- All buyers are treated equally and fairly.
- You will pay true market value for the property.



Preview Schedule

Friday, August 9 – Sunday, August 11 | 1 PM – 4PM
Monday, August 12 | 10 AM – 12 PM

To schedule an appointment, please call 855-261-0573

Live Onsite Auction

Monday, August 12 | 2 PM Central

Phone and proxy bidders are welcome.

Must be a registered bidder or a representative of
a registered bidder to attend the auction

Auction Management Team

Nate Schar, Director

NateS@HA.com | 214-409-1457

Thania Kanewske, Director

ThaniaK@HA.com | 214-409-1320

Rochelle Mortensen, Manager

RochelleM@ha.com | 214-409-1384

A once-in-a-lifetime opportunity to own an early Frank Lloyd Wright Usonian-style masterpiece.





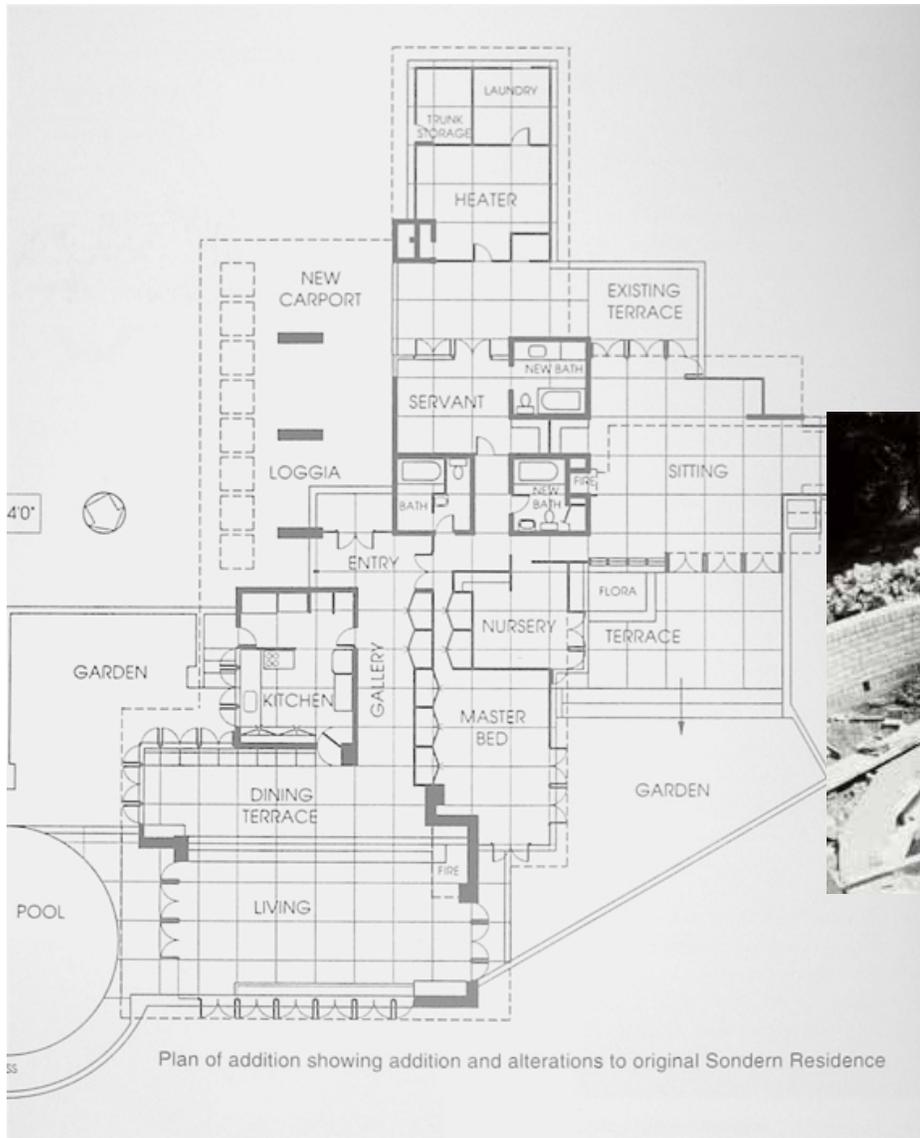
There's simply nothing like the craftsmanship on display in a true Frank Lloyd Wright Usonian-style home. Clean lines and integrated lighting make this home feel at once classic and contemporary. Walls of windows and three terraces are in perfect rhythm with Wright's naturalistic style. The space is inviting and intimate, a gracious host to your family and friends.



Highlights Include:

- Main residence 2965 sf
- 3 bedrooms, 3 baths
- Private lot in a quiet neighborhood; home is not visible from the road
- Oversized 2-car carport under cantilevered roof
- 1.5 acres of heavily wooded and hilly grounds
- Tidewater cedar ceilings with clerestory windows, integrated lighting created by Frank Lloyd Wright
- Large fireplace in main living area perfectly balances the effortless transitions between outdoor and indoor spaces
- Lounge with library, fireplace and wet bar
- Built-in cabinets and closets blend in seamlessly with walls
- Built of cypress and brick
- Close to shops, restaurants, museums and galleries.
- Popular short-term rental opportunities





Designed by Wright in 1939 for Clarence Sondern as a 900-square foot home, three squares formed an L-shaped home with two bedrooms and one bath. Arnold Adler hired the architect in 1948 to expand the home to its current 2965 square feet, adding a great room, another bedroom and additional bathrooms. Renowned in Kansas City, the Sondern-Adler House has delighted its stewards and visitors for generations. Its tidewater red cypress and brick exterior virtually melts into the surrounding wooded landscape.

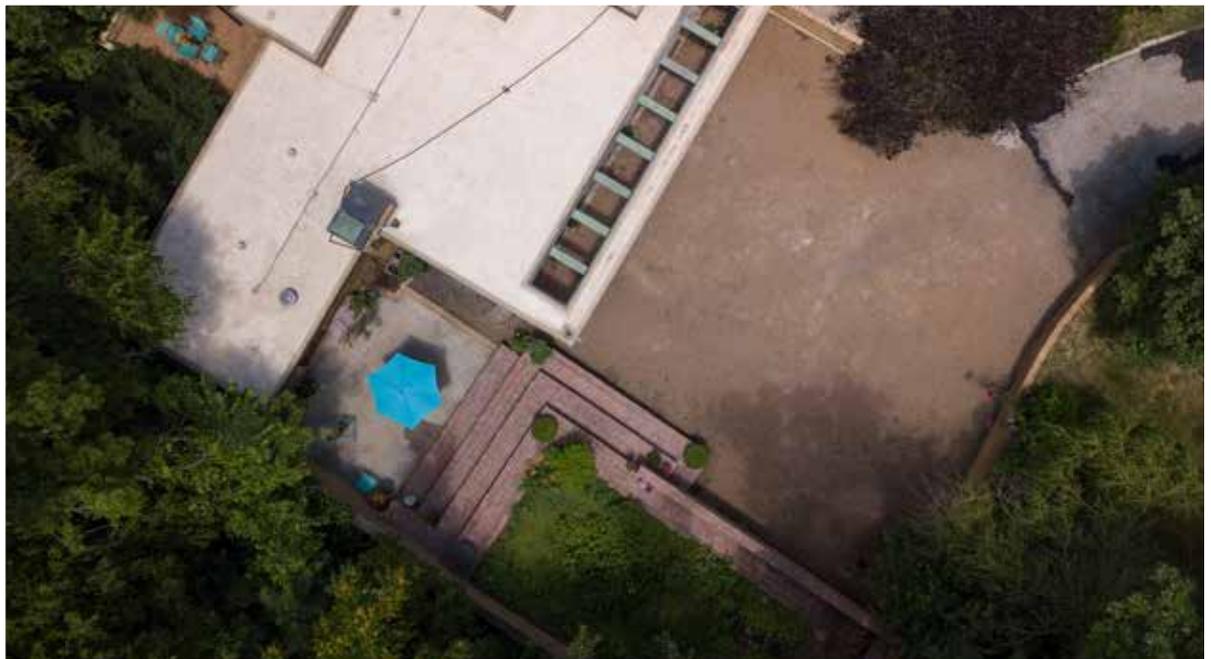
This early Usonian home connects visitors to nature with a single cantilevered roof and walls of glass. A sunken living room is anchored by a massive fireplace and is at once spacious and cozy. The home's original cypress ceilings and built-ins embrace visitors by contrasting spacious rooms and private nooks. Signature elements, such as the clerestory and casement windows, and straight clean lines showcase the classic Frank Lloyd Wright Usonian aesthetic. Through the use of natural materials, varied ceiling heights and highly efficient spaces, Wright created a masterpiece that is expansively



welcoming to all, and yet intimate and cozy. With a strong adherence to clean lines, the open design is comfortable and seamlessly blends in with the lush canopy surrounding it.

While much of the original furniture has been sold or now resides in the nearby Nelson-Atkins Museum of Art, a few pieces of seating and dining furniture are original to the home and will remain.

Set effortlessly on nearly one and a half acres, the home is not visible from the road and offers incredible privacy. Located in the historic Roanoke neighborhood, the home is in the heart of Kansas City, only minutes away from The Plaza, Westport, and 39th St shopping districts, as well as the Nelson-Atkins Museum of Art, the Kemper Museum of Contemporary Art and the Crossroads Art District. Sometimes offered as a short-term rental, the Sondern-Adler house is a testament to Wright's vision.





Inspired by Simplicity and Nature, the Usonian Vision Calls Us into the Future

The Usonian house informs our modern aesthetic for clean lines and uncluttered living.

Born out of the changing needs of families during the Great Depression, Frank Lloyd Wright's Usonian concept was an obsession that created ground-breaking homes whose influence continues to resonate. Wright preferred sensible, minimalist design that is meant to be lived *in* and *around*. Usonian homes had simple lines – often using flat or gently sloping roofs, and above all, used space efficiently. They eschew paint and plaster in favor of sturdier, low maintenance and local materials like wood, stone and brick. Natural ventilation and light keep the indoor spaces comfortable and bright.



COMFORTABLY ELEGANT

Three Thoughtfully Designed Bedrooms Create Simple Calming Spaces.

Cypress paneling blends closet spaces and walls together, creating cozy spaces full of natural light. Like all of the rooms in the Sondern-Adler house, the bedrooms feature recessed lighting and large windows.



THE GOOD LIFE



More than simply an historic home, the Sondern-Adler House balances a bucolic setting with the conveniences of an active city nearby.

Just minutes from craft brew pubs, galleries and restaurants and downtown Kansas City, there's plenty to do nearby. Take a stroll through the historic neighborhood, grab a great meal with friends, gallery hop, or host a grand party. Live the lifestyle you've imagined.

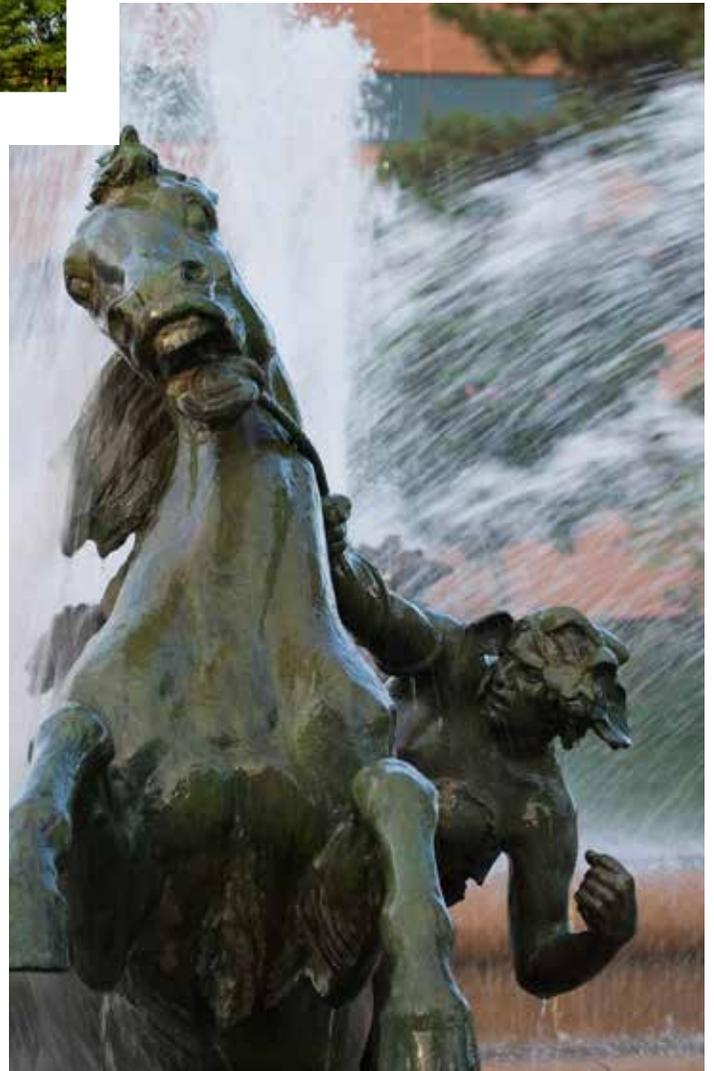


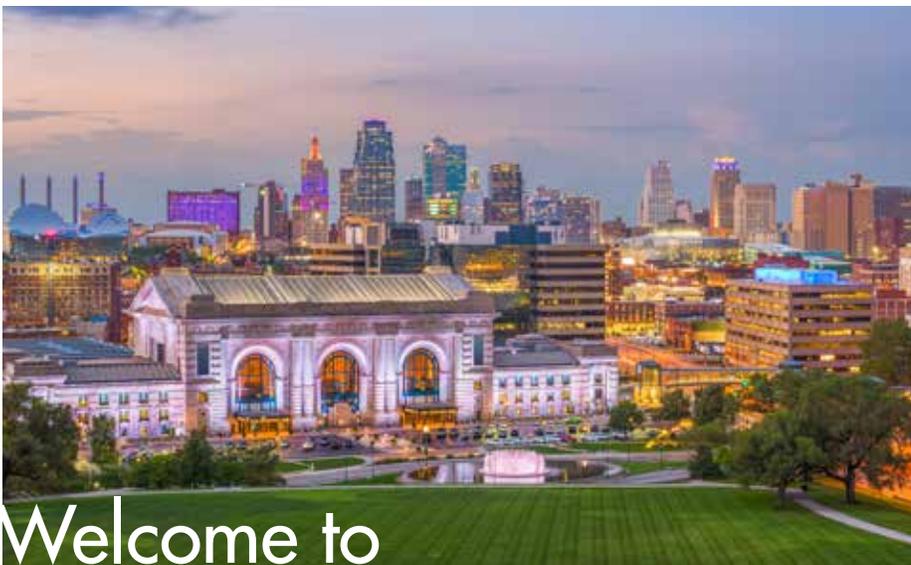




A PLACE FOR EVERYONE'S FAVORITE PASTIMES

Whether you're dreaming about sunset strolls along the Rozarks nature trail, communing with owls in your backyard, or gathering for cocktails with neighbors at the wall (it's a thing, you'll love it), here's the perfect spot to live your best life.





Welcome to

Kansas City, MO

Roanoke is one of Kansas City's best kept secrets. With just 100 homes, it's a close-knit community and highly sociable. The stewards of these historic homes are proud of their neighborhood and it shows. Take a walking tour (a free guide is available online) or just enjoy the locally owned shops and cafes.

Outside Roanoke, Kansas City beckons. This vibrant and burgeoning city is filled with exciting new tastes, art, sports and revelry. If you're looking for new experiences, local flavor and community spirit, Kansas City is the place to be. Filled with thriving food halls, modern markets, food trucks and of course, barbecue perfection, Kansas City prides itself on having some of the best flavors in the country. Add to that an eclectic culture that embraces fine arts, music and natural spaces, and you're bound to find something to love about Kansas City. After all, it's #HOWWEDOKC.







Come for a Visit

PROPERTY ACCESS:

From Kansas City International Airport (MCI):

Take I-29 S/US-71 S

Follow I-29 S to US-169 S/W 5th St.

Turn Right on W 5th St.

Take I-35 S to Summit St/SW Trafficway. Take exit 1A from I-35 S
Continue on Summit St/SW Trafficway. Take Karnes Blvd to Belleview Ave

VIEWING SCHEDULE

Friday, August 9 – Sunday, August 11 | 1 PM – 4 PM

Monday, August 12 | 10 AM – 12 PM

AUCTION WITHOUT RESERVE

Monday, August 12 | 2 PM Central

Phone and proxy bidders welcome.



Auction Information

The owners of this property have chosen to sell the home rapidly and cost-effectively by offering it at auction on Monday, August 12. The property will be auctioned without reserve via live onsite bidding. If you are interested in bidding but unable to bid in person, please contact our office at 855-261-0573 to discuss the opportunity for pre-auction or phone bidding.

All bidders are required to present lender pre-approval to register to bid. A 10% nonrefundable down payment will be due immediately after being declared the winning bidder. The remaining balance will be due in cash at closing within 30 days.

All bidders may register at any time during the preview, or on auction day before noon CST. Live bidding will conclude at 2:00 PM or at the end of bidding, whichever is later. A 10% Buyer's Premium will be added to the winning bid price for the property to arrive at the total contract price paid by the purchaser. A 2.5% commission will be paid to a licensed agent who registers the winning bidder prior to auction. To learn more about how to register your client please call 855-261-0573 or visit HA.com/FrankLloydWrightKC.

To aid buyers in evaluating this property, a comprehensive Due Diligence Package (DDP) has been created. To request a DDP, please call 855-261-0573 or visit HA.com/FrankLloydWrightKC.



What Distinguishes Heritage Auctions From Its Competitors?

Heritage Auctions' mission is to be the world's most trusted and efficient marketplace and information resource serving owners of elite real estate, fine art, collectibles, and other objects of enduring value. We provide our customers unprecedented access to our services using the latest advancements in technology and by maintaining a strong presence in the world auction community. Our knowledgeable staff, along with an impressive suite of services, help our customers develop the auction opportunities possible, enhancing both their personal and financial wellbeing.

LEADERSHIP Under the stewardship of the strongest executive board and category directors in the industry, Heritage is the world's largest collectibles auctioneer and third largest auction house in the world (based on sales volume).

EXPERTISE Each treasured estate is represented by directors with decades of experience in selling luxury real estate throughout North America and the Caribbean. Heritage employs industry leaders in all phases of our operations, from our highly talented photographers using state-of-the-art digital imagery, a cutting-edge IT staff, an award-winning marketing department, and more, all working to ensure your estate brings top market value at auction. A worldwide firm, Heritage maintains offices in several foreign countries, facilitating important international customer demand for each estate, regardless of a bidder's location.

INTEGRITY From our first phone call to our last handshake, each exclusive property is handled with the utmost in care and singular priority.

QUALITY Heritage is committed to exceptional client service, attention to detail, and industry leading marketing efforts to bring a national and international audience to each property.

TECHNOLOGY On an average day, 40,000+ website visitors come to HA.com to view and participate. HA.com receives significantly more traffic than our two nearest competitors' sites combined.

TRANSPARENCY No hidden fees. Non-contingent sales close 30 days after auction.

RESULTS With over 1 million bidder-members from 186 countries and \$850+ million in 2016 sales, Heritage's buyer clout is matchless.

FINANCIAL STRENGTH Heritage maintains more than \$50 million in equity and owners' capital, all audited by KPMG.

Entrusting your life's treasure is paramount, and risk is not an option.

DUE DILIGENCE PACKAGE

Due Diligence Introduction

This property is being sold "as-is"; the seller gives no warranty or guarantee as to the fitness or condition of the property. The buyer is buying the property located 3600 Belleview Ave, Kansas City, MO, 64111, in whatever condition it presently exists, and that the buyer is accepting the real property "with all faults," whether or not immediately apparent. Buyers are encouraged to conduct their own thorough inspection of the property and solely rely on information provided by their own retained experts (i.e. contractors, inspectors, engineers, surveyors, etc.) For reference only, the seller has provided the following reports and materials conducted by reputable 3rd party experts. All information contained herein is subject to corrections, amendments, errors and omissions. Heritage welcomes further inspection by any buyer representatives, and will grant access by appointment. Please call (855) 261-0573 for an appointment during the scheduled property viewing times.

Inspection Report

Legacy Home Inspections Property Inspection Report



3600 Belleview Ave, Kansas City, Mo 64111
Inspection prepared for: Rochelle Mortenson
Date of Inspection: 6/20/2019 Time: 2 pm
Age of Home: 79 yrs Size: 2965 sq ft
Weather: Sunny

Inspector: Dave Bell
License #1812211
Phone: (816)365-7820
Email: lsfd1997@gmail.com

Report Summary

The summary below consists of potentially significant findings. These findings can be a safety hazard, a deficiency requiring a major expense to correct or items I would like to draw extra attention to. The summary is not a complete listing of all the findings in the report, and reflects the opinion of the inspector. Please review all pages of the report as the summary alone does not explain all of the issues. All repairs should be done by a licensed & bonded tradesman or qualified professional. I recommend obtaining a copy of all receipts, warranties and permits for the work done.

Structure		
Page 5	Wood Boring Insects	<ul style="list-style-type: none"> • Repair: Evidence of wood destroying insect activity was observed on the exterior of the home. There is risk of additional hidden damage. If the property has not already been treated, a licensed pest control specialist should be engaged. Wood destroying insects can do a substantial amount of damage to the wood structural components of a home. See additional report for more information.
Roofing		
Page 6	Downspouts	<ul style="list-style-type: none"> • Repair: Damaged downspouts should be repaired promptly.
Page 6	Chimneys	<ul style="list-style-type: none"> • Repair: The addition of a screen and rain cap to the chimney flue will prevent pest intrusion and damage to the flue.
Exterior		
Page 8	Description of Exterior	<ul style="list-style-type: none"> • Exterior Doors: Solid Wood
Page 8	Exterior Doors	<ul style="list-style-type: none"> • Repair: The sliding screen door is torn. Recommend repair/replacement.
Page 8	Patio	<ul style="list-style-type: none"> • Monitor: Observed cracking on the patio. This is a common condition of concrete. Cracks should be sealed with a waterproof sealant and monitored for further separation.
Page 9	Deck	<ul style="list-style-type: none"> • Repair: The deck should be painted or stained to improve durability. • Repair: Observed wood rot to multiple deck boards. Repair as necessary.
Page 9	Siding/Trim	<ul style="list-style-type: none"> Repair: Observed minor wood rot on the exterior of the home. The wood rot is concentrated in small enough areas that the materials can likely be repaired rather than replaced. Repair: several windows have missing or damaged trim on the exterior. Recommend repair.
Page 9	Eaves, Soffits, And Fascias	<ul style="list-style-type: none"> • Repair: Observed minor wood rot on the front right soffit of the home. The wood rot is concentrated in small enough areas that the materials can likely be repaired rather than replaced.
Page 10	Driveway	<ul style="list-style-type: none"> • Monitor / Repair: Observed cracking on the driveway. This is a common condition of Asphalt. Repair as necessary.
Page 10	Retaining Walls	<ul style="list-style-type: none"> • Repair: Observed cracking at the brick retaining wall on the left side of the home. Recommend repair.
Page 10	Pests	<ul style="list-style-type: none"> • Repair. Observed several areas of damage to the fascia on the right side of the home caused by carpenter bees. Recommend treating for bees and repairing fascia.
Electrical		

Page 12	Main Panel	<ul style="list-style-type: none"> • Repair: The main electric panel was not equipped with a main shutoff at the time of inspection. Recommend that a licensed electrician evaluate the electrical components of the home for necessary repairs.
Page 12	Outlets	<ul style="list-style-type: none"> • Repair: GFCI outlets should be installed in any outlet within 6' of a water fixture. • Noted: Observed old two prong outlets in the home.
Page 13	Exterior Outlets	Repair: Observed an exterior outlet that was missing it's outlet cover/protector. Recommend replacement of outlet cover.

Heating

Page 14	Furnace	<ul style="list-style-type: none"> • Deferred Cost Item: As is not uncommon for homes of this age and location, the heating system is old. It may require a slightly higher level of maintenance, and may be more prone to major component breakdown. Predicting the frequency or time frame for repairs on any mechanical device is virtually impossible. Recommend that a licensed technician evaluate before closing.
---------	---------	---

Cooling/Heat Pumps

Page 16	Central Air Conditioning	<ul style="list-style-type: none"> • Deferred Cost Item: As is not uncommon for homes of this age and location, the air conditioning system is old. It may require a slightly higher level of maintenance, and may be more prone to major component breakdown. Predicting the frequency or time frame for repairs on any mechanical device is virtually impossible. Recommend that a licensed HVAC technician evaluate before closing. • Repair: The AC unit's refrigerant line is missing its insulation housing. Recommend adding insulation housing. • Repair: The outdoors condensing unit needs to be cleaned. Recommend that a licensed HVAC technician evaluate for necessary repairs.
---------	--------------------------	--

Plumbing

Page 19	Waste Piping	<ul style="list-style-type: none"> • Repair: Observed standing water at the floor drain, indicating an obstruction at this drain piping. Recommend that a licensed septic/waste line expert evaluate for necessary repairs.
Page 20	Showers/Tubs	<ul style="list-style-type: none"> • Repair: Diverter valve in the middle bath isn't operating correctly. As a result, the bath tub option is not functioning. Recommend replacement. • Repair: The drain levers for the bath tubs do not operate. Recommend repair. • Monitor/Repair: Observed rust in the bath tub. Monitor for spread and repair as necessary. • Repair: Observed cracked tiles in the shower. Recommend repair. • Repair: Observed damaged floor tiles in the shower. Recommend repair.

Interior

Page 22	Walls	<ul style="list-style-type: none"> • Repair: Observed missing drywall in the utility room. Recommend repair.
Page 22	Floor	<ul style="list-style-type: none"> • Monitor: Observed cracking in the concrete floor. This is a common condition of concrete. Monitor for spread and repair as necessary.

Page 23	Ceiling Finishes	<ul style="list-style-type: none"> • Monitor: Observed cracking in the drywall / Plaster in the ceiling. Recommend monitoring for continued separation. Repair as necessary. • Monitor: Observed multiple moisture stains within the interior of the home. Was unable to determine the source of these stains. These areas were dry at the time of inspection. Monitor and repair as necessary. • Repair: Observed peeling plaster in the hall bathroom. This did not appear to be a structural issue. Recommend repair. • Repair: Observed an area of missing/damaged drywall in the utility room recommend replacing.
---------	------------------	---

Appliances

Page 24	Stove Top	<ul style="list-style-type: none"> • Repair: Several of the stove burners did not operate. Repair as necessary.
Page 24	Oven	<ul style="list-style-type: none"> • Repair: The oven did not operate at the time of inspection. Recommend repair.
Page 24	Microwave	<ul style="list-style-type: none"> • Repair: The microwave did not operate at the time of inspection. Repair as necessary.

Fireplaces/Wood Stoves

Page 26	Fireplace(s)	<ul style="list-style-type: none"> • Repair: Observed gaps in the grout within the fireplace. Recommend repair before use.
---------	--------------	---

Legacy Home Inspections

The Scope of the Inspection

All components designated for inspection in the InterNACHI® Standards of Practice are inspected, except as may be noted in the "Limitations of Inspection" sections within this report.

It is the goal of the inspection to put a home buyer in a better position to make a buying decision. **NOT ALL IMPROVEMENTS WILL BE IDENTIFIED DURING THE INSPECTION. UNEXPECTED REPAIRS SHOULD STILL BE ANTICIPATED .** The inspection should not be considered a guarantee or warranty of any kind.

Please refer to the pre-inspection contract for a full explanation of the scope of the inspection.

Recommend: It is so important to complete a final walk through before closing so that you can have an opportunity to see things that were not visible during the inspection and during your first reviews of the property.

Structure

Description of Structure

- Foundation: Poured Concrete | Slab on Grade
- Floor Structure: Concrete
- Wall Structure: Wood Frame
- Ceiling Structure: Joist
- Roof Structure: Rafters | Oriented Strand Board Sheathing

Positive Attributes

The construction of the home is good quality. The materials and workmanship, where visible, are good.

Wood Boring Insects

- Repair: Evidence of wood destroying insect activity was observed on the exterior of the home. There is risk of additional hidden damage. If the property has not already been treated, a licensed pest control specialist should be engaged. Wood destroying insects can do a substantial amount of damage to the wood structural components of a home. See additional report for more information.



Termite activity

Limitations of Structure Inspection

As we have discussed and described in your inspection contract, this is a visual inspection limited in scope by (but not restricted to) the following conditions:

- * Structural components concealed behind finished surfaces could not be inspected.
- * Only a representative sampling of visible structural components were inspected.
- * Furniture and/or storage restricted access to some structural components.
- * Engineering or architectural services such as measurements / calculation of foundation and structure movement, calculation of structural capacities, adequacy, or integrity are not part of a home inspection.

Please also refer to the pre-inspection contract for a detailed explanation of the scope of this inspection.

Roofing

Description of Roofing

- Roof Covering: TSO
- Roof Flashing: Metal
- Chimney(s): Masonry
- Roof Drainage System: Aluminum - Downspouts discharge above grade and below grade
- Method of Inspection: Walked on roof

Positive Attributes

The roof coverings are newer and appear to be in generally good condition

Downspouts

- Repair: Damaged downspouts should be repaired promptly.



Separation in downspout

Chimneys

- Repair: The addition of a screen and rain cap to the chimney flue will prevent pest intrusion and damage to the flue.



Rain screen and cap needed

Limitations of Roofing Inspection

As we have discussed and described in your inspection contract, this is a visual inspection limited in scope by (but not restricted to) the following conditions:

- * Not all of the underside of the roof sheathing is inspected for evidence of leaks.
- * Evidence of prior leaks may be disguised by interior finishes.
- * Estimates of remaining roof life are approximations only and do not preclude the possibility of leakage. Leakage can develop at any time and may depend on rain intensity, wind direction, ice build up, and other factors.
- * Antennae, chimney/flue interiors which are not readily accessible are not inspected and could require repair.
- * Roof inspection may be limited by access, condition, weather, or other safety concerns.

Please also refer to the pre-inspection contract for a detailed explanation of the scope of this inspection.

Exterior

Description of Exterior

- Wall Covering: Brick
- Eaves, Soffits, And Fascias: Wood
- Exterior Doors: Solid Wood | Sliding Glass
- Window/Door Frames and Trim: Wood
- Entry Driveways: Asphalt
- Entry Walkways and Patios: Concrete
- Porches, Decks, Steps, Railings: Concrete | Wood
- Retaining Walls: Brick
- Exterior Doors: Solid Wood

Positive Attributes

The exterior siding that has been installed on the house is relatively low maintenance
The brick siding is in generally good condition

General Comments

The exterior of the home shows normal wear and tear for a home of this age. The exterior of the home is in generally good condition. Some repairs are needed. See recommendations below.

Exterior Doors

- Repair: The sliding screen door is torn. Recommend repair/replacement.



Torn screen

Patio

- Monitor: Observed cracking on the patio. This is a common condition of concrete. Cracks should be sealed with a waterproof sealant and monitored for further separation.



Cracking in front patio

Deck

- Repair: The deck should be painted or stained to improve durability.
- Repair: Observed wood rot to multiple deck boards. Repair as necessary.



Deck needs paint/stain



Wood rot

Siding/Trim

- Repair: Observed minor wood rot on the exterior of the home. The wood rot is concentrated in small enough areas that the materials can likely be repaired rather than replaced.
- Repair: several windows have missing or damaged trim on the exterior. Recommend repair.



Wood rot on the rear of the home



Missing window trim



Wood rot



Damaged window trim

Eaves, Soffits, And Fascias

- Repair: Observed minor wood rot on the front right soffit of the home. The wood rot is concentrated in small enough areas that the materials can likely be repaired rather than replaced.



Wood rot

Driveway

- Monitor / Repair: Observed cracking on the driveway. This is a common condition of Asphalt. Repair as necessary.



Cracking in driveway

Retaining Walls

- Repair: Observed cracking at the brick retaining wall on the left side of the home. Recommend repair.



Cracking in brick retaining wall



Cracking in retaining wall

Pests

- Repair. Observed several areas of damage to the fascia on the right side of the home caused by carpenter bees. Recommend treating for bees and repairing fascia.



Carpenter bee damage

Limitations of Exterior Inspection

As we have discussed and described in your inspection contract, this is a visual inspection limited in scope by (but not restricted to) the following conditions:

- * A representative sample of exterior components was inspected rather than every occurrence of components.
- * The inspection does not include an assessment of geological, geotechnical, or hydrological conditions, or environmental hazards.
- * Screening, shutters, awnings, or similar seasonal accessories, fences, recreational facilities, outbuildings, seawalls, break-walls, docks, erosion control and earth stabilization measures are not inspected unless specifically agreed upon and documented in this report.

Please also refer to the pre-inspection contract for a detailed explanation of the scope of this inspection.

Electrical

Description of Electrical

- Size of Electrical Service: 120/240 Volt Main Service - Service Size: 200 Amps
- Service Drop: Underground
- Service Entrance Conductors: Copper
- Service Equipment & Main Disconnects: Main Service Rating 200 Amps | Breakers
- Service Grounding: Aluminum-Bare
- Service Panel & Overcurrent Protection: Panel Rating: 200 Amps
- Distribution Wiring: Copper
- Wiring Method: Non-Metallic Cable "Romex"
- Switches & Receptacles: Grounded and Ungrounded
- Ground Fault Circuit Interrupters: None Found
- Smoke Detectors: Present

Positive Attributes

Generally speaking, the electrical system appears to be in good order.

General Comments

Inspection of the electrical system revealed the need for typical, minor repairs. Although these are not costly repairs, they should be high priority for safety reasons.

Main Panel

- Repair: The main electric panel was not equipped with a main shutoff at the time of inspection. Recommend that a licensed electrician evaluate the electrical components of the home for necessary repairs.



No main switch

Outlets

- Repair: **GFCI** outlets should be installed in any outlet within 6' of a water fixture.
- Noted: Observed old two prong outlets in the home.



Outlet near kitchen sink should be GFCI



Two prong outlets

Exterior Outlets

Repair: Observed an exterior outlet that was missing it's outlet cover/protector. Recommend replacement of outlet cover.



Outlet missing cover

Limitations of Electrical Inspection

As we have discussed and described in your inspection contract, this is a visual inspection limited in scope by (but not restricted to) the following conditions:

- * Electrical components concealed behind finished surfaces are not inspected.
- * Electrical system and the components are not inspected to codes, but safety issues that are found will be reported
- * Only a representative sampling of outlets and light fixtures were tested.
- * Furniture and/or storage may prevent access to some electrical components which may no be inspected.
- * The inspection does not include remote control devices, alarm systems and components, low voltage wiring systems and components, ancillary wiring systems and other components which are not part of the primary electrical power distribution system.

Please also refer to the pre-inspection contract for a detailed explanation of the scope of this inspection.

Heating

Description of Heating

- Energy Source: Gas
- Heating System Type: Forced Air Furnace (Dual unit system)
- Vents, Flues, Chimneys: Metal-Multi Wall | Metal-Single Wall
- Heat Distribution Method: Ductwork

Positive Attributes

The heating system is in generally good condition. Heat distribution within the home is adequate

General Comments

The heating system shows no visible evidence of major defects

Furnace

Deferred Cost Item: As is not uncommon for homes of this age and location, the heating system is old. It may require a slightly higher level of maintenance, and may be more prone to major component breakdown. Predicting the frequency or time frame for repairs on any mechanical device is virtually impossible. Recommend that a licensed technician evaluate before closing.



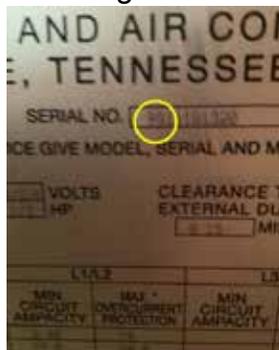
Carrier electric unit



Mfg 1992



Carrier electric unit



Mfg 1998

Limitations of Heating Inspection

As we have discussed and described in your inspection contract, this is a visual inspection limited in scope by (but not restricted to) the following conditions:

- * The adequacy of heat supply or distribution balance is not inspected.
- * The interior of flues or chimneys which are not readily accessible are not inspected.
- * Only a representative sampling of visible ductwork and their components were inspected.
- * The furnace heat exchanger, humidifier, and electronic air filters are not inspected.
- * Solar space heating equipment/systems are not inspected.

Please also refer to the pre-inspection contract for a detailed explanation of the scope of this inspection.

Cooling/Heat Pumps

Description of Cooling/Heat Pumps

- Energy Source: Electricity | 240 Volt Power Supply
- Central System Type: Air Cooled Central Air Conditioning (Dual unit system)

General Comments

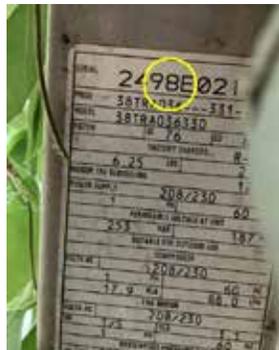
Some minor improvements are needed.

Central Air Conditioning

- Repair: The conduit housing the **A/C** power supply has become detached from the panel box. Recommend securing.
- Deferred Cost Item: As is not uncommon for homes of this age and location, the air conditioning system is old. It may require a slightly higher level of maintenance, and may be more prone to major component breakdown. Predicting the frequency or time frame for repairs on any mechanical device is virtually impossible. Recommend that a licensed HVAC technician evaluate before closing.
- Repair: The AC unit's refrigerant line is missing its insulation housing. Recommend adding insulation housing.
- Repair: The outdoors condensing unit needs to be cleaned. Recommend that a licensed HVAC technician evaluate for necessary repairs.



Carrier 3 ton unit



Mfg 1998



Unit needs service



Refrigerant line housing is missing



Carrier 3 ton unit



Mfg 1992



Refrigerant line housing is missing



Detached conduit

Limitations of Cooling/Heat Pumps Inspection

As we have discussed and described in your inspection contract, this is a visual inspection limited in scope by (but not restricted to) the following conditions:

- * Windows mounted air conditioning units are not inspected.
- * The cooling supply adequacy or distribution balance are not inspected.

Please also refer to the pre-inspection contract for a detailed explanation of the scope of this inspection.

Insulation/Ventilation

Plumbing

Description of Plumbing

- Water Supply Source: Public Water Supply
- Service Pipe to House: Copper
- Main Water Valve Location: By the hot water tank
- Interior Supply Piping: Copper
- Water System: Public Sewer System
- Drain, Waste, & Vent Piping: Plastic
- Water Heater: Gas

Positive Attributes

The plumbing system is in generally good condition

General Comments

The plumbing system requires some typical minor repairs.

Water Heater



Reliance 40 gallon, gas unit



Mfg 2016

Waste Piping

- Repair: Observed standing water at the floor drain, indicating an obstruction at this drain piping. Recommend that a licensed septic/waste line expert evaluate for necessary repairs.



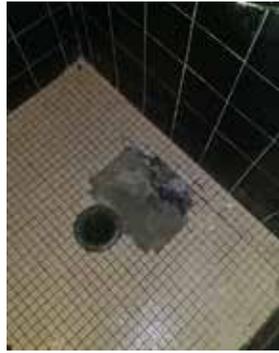
Floor drain is clogged

Showers/Tubs

- Repair: Diverter valve in the middle bath isn't operating correctly. As a result, the bath tub option is not functioning. Recommend replacement.
- Repair: The drain levers for the bath tubs do not operate. Recommend repair.
- Monitor/Repair: Observed rust in the bath tub. Monitor for spread and repair as necessary.
- Repair: Observed cracked tiles in the shower. Recommend repair.
- Repair: Observed damaged floor tiles in the shower. Recommend repair.



Rust in bath tub



Damaged floor tile



Cracked tiles



Inoperative diverter valve



Inoperative drain lever

All Water Shutoff



Near water heater

Limitations of Plumbing Inspections

As we have discussed and described in your inspection contract, this is a visual inspection limited in scope by (but not restricted to) the following conditions:

- * Portions of the plumbing system concealed by finishes and/or storage (below sinks, etc.), below structure, or beneath the ground surface are not inspected.
- * Water quantity, pressure at appliances and water quality are not tested unless explicitly contracted for and discussed in this or a separate report.
- * Clothes washing machine connected are not inspected.
- * We are not responsible for any faucets, valves, appliances and plumbing connected to any frozen or damaged water lines.
- * Water conditioning systems, solar water heaters, fire and lawn sprinkler systems, and private waste disposal systems are not inspected unless explicitly contracted for and discussed in this or a separate report.

Please also refer to the pre-inspection contract for a detailed explanation of the scope of this inspection.

Interior

Description of Interior

Walls and Ceilings: Plaster | Drywall
Floor Surfaces: Tile | Concrete
Window Type: Casement | Fixed Pane | Double Glazed
Doors: Wood Hollow Core

Positive Attributes

The interior finishes of the home are in generally good condition.

General Comments

- Interior Finishes: On the whole, the interior finishes of the home are in good condition. Typical flaws were observed in some areas.

Walls

- Repair: Observed missing drywall in the utility room. Recommend repair.



Missing drywall

Floor

- Monitor: Observed cracking in the concrete floor. This is a common condition of concrete. Monitor for spread and repair as necessary.



Cracks in floor

Ceiling Finishes

- Monitor: Observed cracking in the drywall / Plaster in the ceiling. Recommend monitoring for continued separation. Repair as necessary.
- Monitor: Observed multiple moisture stains within the interior of the home. Was unable to determine the source of these stains. These areas were dry at the time of inspection. Monitor and repair as necessary.
- Repair: Observed peeling plaster in the hall bathroom. This did not appear to be a structural issue. Recommend repair.
- Repair: Observed an area of missing/damaged drywall in the utility room recommend replacing.



Moisture stain



Peeling plaster in bathroom ceiling



Moisture stain



Plaster crack



Missing drywall



Moisture stains

Limitations of Interior Inspection

As we have discussed and described in your inspection contract, this is a visual inspection limited in scope by (but not restricted to) the following conditions:

- * Furniture, storage, appliances and/or wall hanging are not moved to permit inspection and may block defects.
- * Carpeting, window treatments, central vacuum systems, household appliances, recreational facilities, paint, wallpaper, and other finish treatments are not inspected.

Please also refer to the pre-inspection contract for a detailed explanation of the scope of this inspection.

Appliances

Description of Appliances

- Appliances Tested: Built-In Gas Oven | Gas Cooktop | Microwave Oven | Dishwasher | Waste Disposer | Refrigerator
- Laundry Facility: 240 Volt Circuit for Dryer | Dryer Vented to Building Exterior | 120 Volt Circuit for Washer | Hot and Cold Water Supply for Washer

General Comments

Some repairs are needed.

Stove Top

- Repair: Several of the stove burners did not operate. Repair as necessary.



Several burners did not operate

Oven

- Repair: The oven did not operate at the time of inspection. Recommend repair.



Oven did not work

Microwave

- Repair: The microwave did not operate at the time of inspection. Repair as necessary.



Microwave did not work

Fireplaces/Wood Stoves

Description of Fireplaces/Wood Stoves

- Fireplaces: Masonry Firebox
- Vents, Flues, Chimney(s): Masonry Chimney-Unlined

Positive Attributes

On the whole, the fireplaces and their components appear to be in good condition.

General Comments

Some minor repairs are necessary.

Fireplace(s)

- Repair: Observed gaps in the grout within the fireplace. Recommend repair before use.



Wood burning fireplace



Gaps in grout

Glossary

Term	Definition
A/C	Abbreviation for air conditioner and air conditioning
GFCI	A special device that is intended for the protection of personnel by de-energizing a circuit, capable of opening the circuit when even a small amount of current is flowing through the grounding system.

6/21/2019



“The company with the mold detection dog”

Office: 913-558-3000

doggonemold@gmail.com



MOLD SCREENING

Mold Screening Date: 6-20-19
Contact's Name: Rochelle Mortensen
Property Address: 3600 Belleview, Kansas City, MO 64111
E-Mail: rochellem@ha.com

Reviewed by: Ryan Duffy

6/21/2019

Mold Screening Report

Dear Client(s):

Enclosed is our screening report for the above listed property.

NOTED VISIBLE FUNGI GROWTH:

- 1) There is visible fungi growth on the wood ceilings and walls in multiple rooms of the house.
- 2) There is visible fungi growth below the wallpaper in the bathroom.
- 3) There is visible fungi growth on the sheetrock in the HVAC closet.
- 4) There is visible fungi growth on the floor joists and sub-flooring above the HVAC closet.
- 5) There is visible fungi growth on the HVAC system and duct registers.

The affected area exceeds the EPA's minimum guideline of 10 sq. ft. for homeowner/handyman clean up and should be professionally mitigated.

Best Regards:
Ryan Duffy

Certified Mold Inspector by MICRO
Certified Mold Remediation Contractor by MICRO
IICRC Certified Water Restoration Technician

GENERAL RECOMMENDATIONS

- Proper roof water discharge control should be initiated to assist in maintaining dry conditions. Extensions and splash blocks should be properly installed and maintained where needed to divert all water away from the foundation. Gutters must be kept clean.
- DO NOT over water trees, bushes, or flowers next to the house.
- A dehumidifier should be permanently placed in all basements to help control moisture, condensation, and stimulate air movement.
- Passive vents should be installed in walls between rooms or closets with little air movement and other rooms to increase air circulation.
- It is highly recommended that any belongings or materials in contaminated areas of the premises should not be moved or disrupted because of cross contamination.
- Small amounts of mold can be cleaned with undiluted white vinegar.
- Insulated walls in unfinished basements should not be covered with polyethylene plastic sheeting because this leads to the formation of condensation creating an ideal environment for mold growth. Instead use a breathable material to cover insulation.
- When replacing sheetrock in finished basements it is recommended that new sheetrock be installed approximately 1 inch off of the ground to reduce the possibility that any future water on floor would be wicked up into the sheetrock.
- Sometimes mold can grow undetected under wallpaper. If this is discovered it is recommended that wallpaper be removed with a steamer.
- Mold in baths/showers on tile etc. is common and normally not noted on report unless professional treatment is necessary. It is best to remove moldy caulk rather than trying to clean it. Replace with mold resistant caulk.
- Change furnace filters frequently.

NOTABLE DISCOVERY PHOTOGRAPHS



More photographs may be on file

Additional Resources

Mold information:

www.epa.gov/mold/index.html

Mold information for Children:

www.childrensmercy.org

Daily Mold and Pollen Count information:

www.childrensmercy.org

About your Lab results:

www.imslaboratory.com

About Molderizer & Safe Shield

www.mycleaningproducts.com

Mold's Effect on you:

www.webmd.com

Radon Report

Legacy Home Inspections
15301 W. 87th St. Suite 220
Lenexa, KS 66219
913-484-4157

Radon Inspection Report

Test Location:

Rochelle Mortensen
3600 Belleview Ave
Kansas City, MO 64111

Test For:

Rochelle Mortensen
3600 Belleview Ave
Kansas City, MO 64111

Inspected By:

Dave Bell
15301 W. 87th St., Suite 220
Lenexa, KS 66219
913-484-4157

Bldg. Type: Residential Single Family

Type: Pre-Mitigation

Test Result: Pass

Overall Average:

0.2 pCi/l

EPA Average:

0.2 pCi/l

Test Device Details:

Serial Number: 238144036
Model Number: 1028XP
Last Calibration: 01/20/2019
Next Calibration: 01/20/2020
Cal-Factors: 2.9
Motion Error: Yes

Test Site Condition:

Year Built: 1940
Sq Ft: 2965

Test Summary:

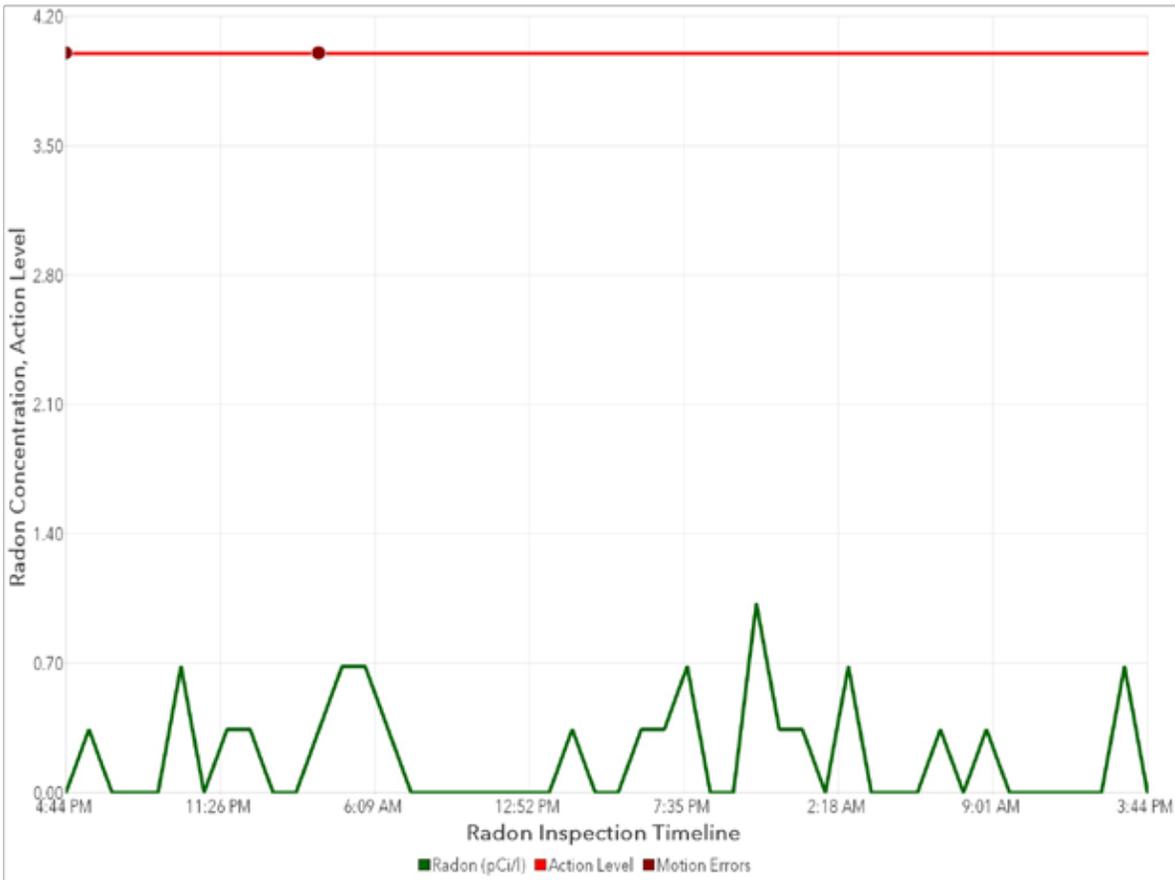
<u>CRM Location:</u> Single level home	<u>Start:</u> 06/20/2019 03:44 PM	<u>Stop:</u> 06/22/2019 03:44 PM	<u>Interval:</u> 1 hr	<u>Duration:</u> 48 hr
Radon Concentration:	<u>Min:</u> 0.0	<u>Max:</u> 1.0	<u>Average:</u> 0.2	<u>Measurement Units:</u> pCi/l

Comments:

Lic/Cert Signature

Inspection Report Date: 06/22/2019

Radon Inspection Chart



Test Result: Pass

Test Location: 3600 Belleview Ave Kansas City, MO 64111

Inspection Report Date: 06/22/2019

Test Checklist

- The location of the detector was selected so the detector was not to be disturbed during testing.
- The monitor was not placed in an area of high humidity such as: Kitchen, laundry room, cellar, spa room, garage, crawl space or sump area.
- The detector was not located near drafts caused by HVAC vents, windows and doors.
- Whole house fans were turned off during the testing.
- The detector was not placed near areas of excessive heat, such as a fireplace or in direct sunlight.
- Portable window fans were removed or sealed in place prior to testing.
- The detector was placed within the breathing zone of at least 20 inches to 6 feet above the floor and at least 1 foot below the ceiling if suspended.
- Window air conditioners were operable in recirculation mode only.
- The detector was not placed within 1 foot of outside walls of the home or within 3 feet of any windows or doors to the exterior of the home.
- Ceiling fans, portable dehumidifiers, portable humidifiers, portable air filters, and all window air conditioners are not operated within 20 feet of the detector.

Test Result: Pass

Test Location: 3600 Belleview Ave Kansas City, MO 64111

Inspection Report Date: 06/22/2019

Test Table

Date/Time	Radon(pCi/l)	Temp(F)	Pres(inHg)	Humidity(%)	Flags
06/20/19 04:44 PM	0.0	-	-	-	M
06/20/19 05:44 PM	0.3	-	-	-	-
06/20/19 06:44 PM	0.0	-	-	-	-
06/20/19 07:44 PM	0.0	-	-	-	-
06/20/19 08:44 PM	0.0	-	-	-	-
06/20/19 09:44 PM	0.7	-	-	-	-
06/20/19 10:44 PM	0.0	-	-	-	-
06/20/19 11:44 PM	0.3	-	-	-	-
06/21/19 12:44 AM	0.3	-	-	-	-
06/21/19 01:44 AM	0.0	-	-	-	-
06/21/19 02:44 AM	0.0	-	-	-	-
06/21/19 03:44 AM	0.3	-	-	-	M
06/21/19 04:44 AM	0.7	-	-	-	-
06/21/19 05:44 AM	0.7	-	-	-	-
06/21/19 06:44 AM	0.3	-	-	-	-
06/21/19 07:44 AM	0.0	-	-	-	-
06/21/19 08:44 AM	0.0	-	-	-	-
06/21/19 09:44 AM	0.0	-	-	-	-
06/21/19 10:44 AM	0.0	-	-	-	-
06/21/19 11:44 AM	0.0	-	-	-	-
06/21/19 12:44 PM	0.0	-	-	-	-
06/21/19 01:44 PM	0.0	-	-	-	-
06/21/19 02:44 PM	0.3	-	-	-	-
06/21/19 03:44 PM	0.0	-	-	-	-
06/21/19 04:44 PM	0.0	-	-	-	-
06/21/19 05:44 PM	0.3	-	-	-	-
06/21/19 06:44 PM	0.3	-	-	-	-
06/21/19 07:44 PM	0.7	-	-	-	-
06/21/19 08:44 PM	0.0	-	-	-	-
06/21/19 09:44 PM	0.0	-	-	-	-
06/21/19 10:44 PM	1.0	-	-	-	-
06/21/19 11:44 PM	0.3	-	-	-	-
06/22/19 12:44 AM	0.3	-	-	-	-
06/22/19 01:44 AM	0.0	-	-	-	-
06/22/19 02:44 AM	0.7	-	-	-	-
06/22/19 03:44 AM	0.0	-	-	-	-
06/22/19 04:44 AM	0.0	-	-	-	-
06/22/19 05:44 AM	0.0	-	-	-	-
06/22/19 06:44 AM	0.3	-	-	-	-
06/22/19 07:44 AM	0.0	-	-	-	-
06/22/19 08:44 AM	0.3	-	-	-	-
06/22/19 09:44 AM	0.0	-	-	-	-
06/22/19 10:44 AM	0.0	-	-	-	-
06/22/19 11:44 AM	0.0	-	-	-	-

Test Result: Pass

Test Location: 3600 Belleview Ave Kansas City, MO 64111

Inspection Report Date: 06/22/2019

Test Table

<u>Date/Time</u>	<u>Radon(pCi/l)</u>	<u>Temp(F)</u>	<u>Pres(inHg)</u>	<u>Humidity(%)</u>	<u>Flags</u>
06/22/19 12:44 PM	0.0	-	-	-	-
06/22/19 01:44 PM	0.0	-	-	-	-
06/22/19 02:44 PM	0.7	-	-	-	-
06/22/19 03:44 PM	0.0	-	-	-	-

Test Result: Pass

Test Location: 3600 Belleview Ave Kansas City, MO 64111

Inspection Report Date: 06/22/2019

Radon Test Information

Radon Risk Information

Radon causes lung cancer by means of the decay of its daughter products after breathing in air contaminated with higher levels of Radon. The World Health Organization (WHO) estimates that 15% of lung cancers worldwide are caused by exposure to elevated indoor levels of Radon. Overall, radon is the second leading cause of lung cancer responsible for about 21,000 lung cancer deaths every year in the US alone. Radon gas is the number one cause of lung cancer among non-smokers. The U.S. Environmental Protection Agency (EPA), the U.S. Surgeon General, and the Center for Disease Control and Prevention (CDC) strongly recommend that ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy and recommend having the radon levels professionally mitigated if elevated radon concentrations are found.

Understanding Radon Test Results

Recommended Action Levels vary by country and typically range from 3 pCi/l (100 Bq/m³) to 8 pCi/l (300 Bq/m³). Recommendations below are based on test results by a Continuous Radon Monitor (CRM) Test of at least 24h duration and are based on recommendations by the EPA.

Measured Average Radon Level:

- At or above 4.0 pCi/l (148 Bq/m³): Corrective measures to reduce exposure to radon gas is strongly recommended (ANSI MAH2014)
- Between 2-4 pCi/l (74-148 Bq/m³): Consider mitigation or periodic retest as indoor Radon levels vary by season and weather conditions
- Below 2 pCi/l (74 Bq/m³): Consider bi-annual retest or whenever significant changes to the home structure or mechanical systems occurred

Test Result: Pass

Test Location: 3600 Belleview Ave Kansas City, MO 64111

Inspection Report Date: 06/22/2019

Termite Inspection

Wood Destroying Insect Inspection Report

Notice: Please read important consumer information on page 2.

Section I. General Information

Inspection Company, Address & Phone

Legacy Home Inspections
15301 W.87th St., Suite 220
Lenexa, KS 66219
(913) 484-4157

Company's Business Lic. No.

24675

Date of Inspection

06/20/2019

Address of Property Inspected

3600 Belleview Ave
Kansas City, Mo

Inspector's Name, Signature & Certification, Registration, or Lic. #

Dave Bell Certification#NACHI18012211 *Dave Bell*

Structure(s) Inspected

Single family

Section II. Inspection Findings This report is indicative of the condition of the above identified structure(s) on the date of inspection and is not to be construed as a guarantee or warranty against latent, concealed, or future infestations or defects. **Based on a careful visual inspection of the readily accessible areas of the structure(s) inspected:**

- A. No visible** evidence of wood destroying insects was observed.
- B. Visible** evidence of wood destroying insects was observed as follows:
1. Live insects (description and location): Live termites were found in the wood deck on the rear of the home.
2. Dead insects, insect parts, frass, shelter tubes, exit holes, or staining (description and location): _____
3. **Visible** damage from wood destroying insects was noted as follows (description and location): _____

NOTE: This is not a structural damage report. If box B above is checked, it should be understood that some degree of damage, including hidden damage, may be present. If any questions arise regarding damage indicated by this report, it is recommended that the buyer or any interested parties contact a qualified structural professional to determine the extent of damage and the need for repairs.

Yes No It appears that the structure(s) or a portion thereof may have been previously treated. Visible evidence of possible previous treatment: _____

The inspecting company can give no assurances with regard to work done by other companies. The company that performed the treatment should be contacted for information on treatment and any warranty or service agreement which may be in place.

Section III. Recommendations

- No treatment recommended: (Explain if Box B in Section II is checked) _____
- Recommend treatment for the control of: Termites

Section IV. Obstructions and Inaccessible Areas

The following areas of the structure(s) inspected were obstructed or inaccessible:

- Basement 1-2-3-5-12-
- Crawlspace 1-2-3-5-15-16-21-24
- Main Level 1-2-3-4-5-10-15-21-24
- Attic 1-2-3-5-21
- Garage _____
- Exterior _____
- Porch 1-2-3-4-15-21
- Addition _____
- Other _____

The inspector may write out obstructions or use the following optional key:

- | | |
|-------------------------|--|
| 1. Fixed ceiling | 13. Only visual access |
| 2. Suspended ceiling | 14. Cluttered condition |
| 3. Fixed wall covering | 15. Standing water |
| 4. Floor covering | 16. Dense vegetation |
| 5. Insulation | 17. Exterior siding |
| 6. Cabinets or shelving | 18. Window well covers |
| 7. Stored items | 19. Wood pile |
| 8. Furnishings | 20. Snow |
| 9. Appliances | 21. Unsafe conditions |
| 10. No access or entry | 22. Rigid foam board |
| 11. Limited access | 23. Synthetic stucco |
| 12. No access beneath | 24. Duct work, plumbing, and/or wiring |

Section V. Additional Comments and Attachments (these are an integral part of the report)

Attachments _____

Signature of Seller(s) or Owner(s) if refinancing. Seller acknowledges that all information regarding W.D.I. infestation, damage, repair, and treatment history has been disclosed to the buyer.

X

Signature of Buyer. The undersigned hereby acknowledges receipt of a copy of both page 1 and page 2 of this report and understands the information reported.

X

Important Consumer Information Regarding the Scope and Limitations of the Inspection

Please read this entire page as it is part of this report. This report is not a guarantee or warranty as to the absence of wood destroying insects nor is it a structural integrity report. The inspector's training and experience do not qualify the inspector in damage evaluation or any other building construction technology and/or repair.

- 1. About the Inspection:** A visual inspection was conducted in the readily accessible areas of the structure(s) indicated (see Page 1) including attics and crawlspaces which permitted entry during the inspection. The inspection included probing and/or sounding of unobstructed and accessible areas to determine the presence or absence of visual evidence of wood destroying insects. The WDI inspection firm is not responsible to repair any damage or treat any infestation at the structure(s) inspected, except as may be provided by separate contract. Also, wood destroying insect infestation and/or damage may exist in concealed or inaccessible areas. The inspection firm cannot guarantee that any wood destroying insect infestation and/or damage disclosed by this inspection represents all of the wood destroying insect infestation and/or damage which may exist as of the date of the inspection. **For purposes of this inspection, wood destroying insects include: termites, carpenter ants, carpenter bees, and reinfesting wood boring beetles. This inspection does not include mold, mildew or noninsect wood destroying organisms.** **This report shall be considered invalid for purposes of securing a mortgage and/or settlement of property transfer if not used within ninety (90) days from the date of inspection. This shall not be construed as a 90-day warranty. There is no warranty, express or implied, related to this report unless disclosed as required by state regulations or a written warranty or service agreement is attached.**
- 2. Treatment Recommendation Guidelines Regarding Subterranean Termites:** FHA and VA require treatment when any active infestation of subterranean termites is found. If signs of subterranean termites — but no activity — are found in a structure that shows no evidence of having been treated for subterranean termites in the past, then a treatment should be recommended. A treatment may also be recommended for a previously treated structure showing evidence of subterranean termites — but no activity — if there is no documentation of a liquid treatment by a licensed pest control company within the previous five years unless the structure is presently under warranty or covered by a service agreement with a licensed pest control company.
- 3. Obstructions and Inaccessible Areas:** No inspection was made in areas which required the breaking apart or into, dismantling, removal of any object, including but not limited to: moldings, floor coverings, wall coverings, siding, fixed ceilings, insulation, furniture, appliances, and/or personal possessions; nor were areas inspected which were obstructed or inaccessible for physical access on the date of inspection. Your inspector may write out inaccessible areas or use the key in Section IV. Crawl spaces, attics, and/or other areas may be deemed inaccessible if the opening to the area is not large enough to provide physical access for the inspector or if a ladder was required for access. Crawl spaces (or portions thereof) may also be deemed inaccessible if there is less than 24 inches of clearance from the bottom of the floor joists to the surface below. If any area which has been reported as inaccessible is made accessible, the inspection company may be contacted for another inspection. An additional fee may apply.
- 4. Consumer Maintenance Advisory Regarding Integrated Pest Management for Prevention of Wood Destroying Insects.** Any structure can be attacked by wood destroying insects. Homeowners should be aware of and try to eliminate conditions which promote insect infestation in and around their structure(s). Factors which may lead to wood destroying insect infestation include: earth to wood contact, foam insulation at foundation in contact with soil, faulty grade, improper drainage, firewood against structure(s), insufficient ventilation, moisture, wood debris in crawlspace, wood mulch or ground cover in contact with the structure, tree branches touching structure(s), landscape timbers and wood decay. Should these or other conditions exist, corrective measures should be taken in order to reduce the chances of infestation of wood destroying insects and the need for treatment.
- 5. Neither the inspecting company nor the inspector has had, presently has, or contemplates having any interest in the property inspected.**

11/16

365813

4

1214

Taken

Given
to

Plat of

Roanoke

9
233

Filed for record, this 10th
day of Nov. A.D. 1900
at 11 o'clock 55 minutes A.M.

Recorded in Book 11 at page 16
M. R. Jones

By Joseph Mahoney Recorder.
Deputy.

Recorders Fee, \$8.00
Tys.

B11-16

Tax Statement



Jackson County
Missouri

Property Account Summary

Parcel Number	30-310-06-11-00-0-00-000	Property Address	3600 BELLEVIEW AVE , KANSAS CITY, MO 64111
---------------	--------------------------	------------------	--

General Information

Property Description	ROANOKE PLAT OF LOTS A TO G ALL LOT D (EX PT BEG SE COR OF LOT D TH NLY ALG ELY LI 14' TH SWLY 70.11' TO NW COR LOT 56 BLK 7 ROANOKE TH E ALG N LI LOT 56 TO POB)		
Property Category	Land and Improvements		
Status	Active, Host Other Property, Locally Assessed		
Tax Code Area	001		

Property Characteristics

Property Class	1010
----------------	------

Parties

Role	Percent	Name	Address
Taxpayer	100	BLAIR JAMES L JR	3600 BELLEVIEW AVE, KANSAS CITY, MO 64111 UNITED STATES
Owner	100	BLAIR JAMES L JR	3600 BELLEVIEW AVE, KANSAS CITY, MO 64111 UNITED STATES
Mortgage Company	100	TRUHOME SOLUTIONS	9777 RIDGE DR, LENEXA, KS 66219

Property Values

Value Type	Tax Year 2019	Tax Year 2018	Tax Year 2017	Tax Year 2016	Tax Year 2015
Market Value Total	507,202	441,429	441,429	430,369	430,369
Taxable Value Total	96,368	83,872	83,872	81,770	81,770
Assessed Value Total	96,369	83,872	83,872	81,770	81,770

No Charges are currently due.

No Charge Amounts are currently due for this property. If you believe this is incorrect, please contact the Taxpayer Services Unit at (816) 881-3232.

NOTICE: Telephones are staffed during regular business hours (8am to 5pm, Monday through Friday, excluding holidays observed by Jackson County).

Distribution of Current Taxes

District	Amount
BOARD OF DISABLED SERVICES	60.390000
CITY - KANSAS CITY	1,407.620000
JACKSON COUNTY	588.190000
KANSAS CITY LIBRARY	424.810000
KANSAS CITY SCHOOL #33	4,159.970000
MENTAL HEALTH	98.210000
METRO JUNIOR COLLEGE	193.320000
STATE BLIND PENSION	25.180000

Receipts

Date	Receipt No.	Amount Applied	Amount Due	Tendered	Change
12/10/2018 00:00	11003326	6,957.69	6,957.69	6,957.69	0.00
12/08/2017 00:00	10413481	6,676.21	6,676.21	6,676.21	0.00
12/10/2016 00:00	9886955	6,545.52	6,545.52	6,545.52	0.00
12/09/2015 00:00	9318263	6,531.22	6,531.22	6,531.22	0.00
12/11/2014 00:00	8791912	6,436.45	6,436.45	6,436.45	0.00

REMINDER: This application is for research purposes only and cannot be used to pay taxes. To pay your taxes, [Click here](#). Occasionally, the parcel number for a real estate parcel changes, due to a parcel segregation or merge. In such a case, a search of the new parcel number may not reflect tax delinquency or a full tax history concerning that parcel. You may wish to contact us to obtain that information. Or, you may wish to search all relevant parcel numbers of parcels involved in such a segregation or merge. [Click here](#) to begin a search on this website to see if a parcel was involved in a segregation or merge occurring within the past five years and to see a list of parent parcel(s) and child parcel(s) involved. **NOTE: Information concerning a segregation or merge occurring more than five years prior to the search is not available on this website.**

Title Commitment Schedules



Inquire before you wire!

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied upon the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation
<http://www.fbi.gov>

Internet Crime Compliant Center
<http://www.ic3.gov>

Wire Fraud Alert

Original Effective Date: 5/11/2017

Current Version Date: 5/11/2017

TM and ©Fidelity National Financial, Inc. and/or an affiliate.

All rights reserved



Fidelity National Title Insurance Company

AS ISSUING AGENT 1-800-943-1196

SCHEDULE A

Loan No.:

Title No.: 6000141900322

Title No.: 6000141900322

1. Effective date: 13th day of June, 2019
Issue Date: 07/15/2019

This Title Insurance Commitment is good for 180 days from the effective date.

2. Policy (or Policies) to be issued:

- (a) Owner's Policy 2006 Owner's Policy Form Policy Amount

Proposed Insured: Buyer Buyer

Policy Premium: (Additional discounts may apply)

- (b) Loan Policy 2006 Loan Policy Form Policy Amount

Proposed Insured:

Alamo Title - Southlake, TX, or designee

Policy Premium: (Additional discounts may apply)

- (c) Proposed Insured Policy Amount \$0.00

3. The estate or interest in the land described or referred to in this Commitment is:
FEE SIMPLE

The estate is subject to, and the Company does not insure title to, and excepts from the description of the land, coal, lignite, oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges, and immunities relating thereto

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

JAMES L. BLAIR, JR., A SINGLE PERSON

Deed Type: General Warranty Deed

Grantors: THE NELSON GALLERY FOUNDATION, A MISSOURI BUSINESS TRUST

Grantees: JAMES L. BLAIR, JR., A SINGLE PERSON

Dated: October 30, 2003

Recorded Date: November 6, 2003

Consideration: \$1.00
BOOK:
PAGE:
Instrument: 2003K0086970
Notes:

Deed Type: Warranty Deed
Grantors: RICHARD J. STERN, A SINGLE MAN
Grantees: THE NELSON GALLERY FOUNDATION, A MISSOURI NOT-FOR PROFIT TRUST
Dated: October 31, 1983
Recorded Date: November 1, 1983
Consideration: \$10.00
BOOK:
PAGE:
Instrument: K1258P2259
Notes:

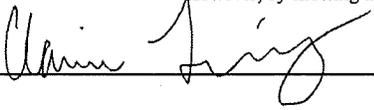
Deed Type: Warranty Deed
Grantors: VIRGINIA B. OPPENHEIMER AND GERALD H. OPPENHEIMER, HER HUSBAND
Grantees: RICHARD J. STERN
Dated: August 30, 1963
Recorded Date: August 30, 1963
Consideration: \$1.00
BOOK: 5629
PAGE: 63
Instrument:
Notes:

5. The land referred to in this Commitment is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Commonly known as 3600 Belleview Avenue, Kansas City, MO 64111
However, by showing this address no additional coverage is provided

Countersigned:



A handwritten signature in cursive script, appearing to read 'Clarie Luning', is written over a horizontal line.

Authorized Signatory
Clarie Luning
Master File, Inc.
13545 Barrett Parkway Drive
Suite 150
Ballwin, MO 63021

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF JACKSON, STATE OF Missouri, AND IS DESCRIBED AS FOLLOWS:

TRACT I:

PART OF LOT D IN PLAT OF LOTS A TO G INCLUSIVE, ROANOKE, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, DESCRIBED AS FOLLOWS: BEGINNING IN THE EASTERLY LINE AND 30 FEET SOUTHERLY, MEASURED ALONG SAID EASTERLY LINE, FROM THE NORTHEAST CORNER OF SAID LOT D; AND RUNNING THENCE SOUTHWESTERLY, ALONG A LINE WHICH MAKES A SOUTHWEST ANGLE OF 75 DEGREES 03 MINUTES 41 SECONDS WITH THE TANGENT OF THE CURVE ALONG THE EASTERLY LINE OF SAID LOT D, AT THE POINT OF BEGINNING, A DISTANCE OF 299.37 FEET TO A POINT; THENCE SOUTH, ALONG A LINE WHICH DEFLECTS TO THE LEFT 88 DEGREES 57 MINUTES 25 SECONDS FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 48.51 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT D; THENCE SOUTHEASTERLY, ALONG THE SOUTHWESTERLY LINE OF SAID LOT D AND ALONG A LINE WHICH DEFLECTS TO THE LEFT 36 DEGREES 06 MINUTES FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 62.38 FEET; THENCE CONTINUING SOUTHEASTERLY, ALONG THE SOUTHWESTERLY LINE OF SAID LOT D AND ALONG A LINE WHICH DEFLECTS TO THE LEFT 17 DEGREES 45 MINUTES 30 SECONDS FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 93.17 FEET TO A POINT; THENCE NORTH, ALONG A LINE WHICH DEFLECTS TO THE LEFT 126 DEGREES 08 MINUTES 30 SECONDS FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 69.68 FEET TO A POINT; THENCE NORTHEASTERLY, ALONG A LINE WHICH DEFLECTS TO THE RIGHT 85 DEGREES 04 MINUTES 50 SECONDS FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 171.79 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT D; THENCE NORTHERLY, ALONG SAID EASTERLY LINE OF SAID LOT, A DISTANCE OF 75.34 FEET TO THE POINT OF BEGINNING.

TRACT II:

PART OF LOT D IN PLAT OF LOTS A TO G INCLUSIVE, ROANOKE, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT D; AND RUNNING THENCE WESTERLY, ALONG THE NORTHERLY LINE OF SAID LOT, A DISTANCE OF 391.37 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTHEASTERLY, ALONG THE SOUTHWESTERLY LINE OF SAID LOT, A DISTANCE OF 154.06 FEET TO A POINT; THENCE NORTH, ALONG A LINE WHICH DEFLECTS TO THE LEFT 143 DEGREES 54 MINUTES FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 48.51 FEET TO A POINT; THENCE NORTHEASTERLY, ALONG A LINE WHICH DEFLECTS TO THE RIGHT 88 DEGREES 57 MINUTES 25 SECONDS FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 299.37 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT D; THENCE NORTHERLY, ALONG SAID EASTERLY LINE OF SAID LOT, A DISTANCE OF 30 FEET TO THE BEGINNING.

TRACT III:

PART OF LOT D IN PLAT OF LOTS A TO G INCLUSIVE, ROANOKE, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT D AFORESAID; AND RUNNING THENCE SOUTHERLY, ALONG THE EASTERLY LINE OF SAID LOT, A DISTANCE OF 105.34 FEET TO A POINT; THENCE SOUTHWESTERLY, ALONG A LINE WHICH MAKES A SOUTHWEST ANGLE OF 89 DEGREES 34 MINUTES 14 SECONDS WITH THE TANGENT OF THE CURVE ALONG THE EASTERLY LINE OF SAID LOT D, AT LAST DESCRIBED POINT, A DISTANCE OF 150 FEET TO THE TRUE POINT OF BEGINNING FOR THE TRACT TO BE HEREIN DESCRIBED; THENCE SOUTHWESTERLY, ALONG THE CONTINUATION OF THE LAST DESCRIBED COURSE, 21.79 FEET TO A POINT; THENCE SOUTH, ALONG A LINE WHICH DEFLECTS TO THE LEFT 85 DEGREES 04 MINUTES 50 SECONDS FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 69.68 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT D; THENCE SOUTHEASTERLY, ALONG SAID SOUTHERLY LINE OF SAID LOT AND ALONG A LINE WHICH DEFLECTS TO THE LEFT 53 DEGREES 51 MINUTES 30 SECONDS FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 26.82 FEET TO A POINT; THENCE NORTH, ALONG A LINE WHICH DEFLECTS TO THE LEFT 126 DEGREES 08 MINUTES 30 SECONDS FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 87.49 FEET TO THE TRUE POINT OF BEGINNING.

TRACT IV:

ALL THAT PART OF LOT D IN PLAT OF LOTS A TO G INCLUSIVE, ROANOKE, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE, 105.34 FEET SOUTHERLY, AS MEASURED ALONG THE EASTERLY LINE, OF THE NORTHEAST CORNER OF SAID LOT D; THENCE SOUTHWESTERLY, ALONG A LINE WHICH MAKES A SOUTHWEST ANGLE OF 89 DEGREES 34 MINUTES 14 SECONDS WITH THE TANGENT OF THE CURVE ALONG THE EASTERLY LINE OF SAID LOT D, AT THE POINT OF BEGINNING, A DISTANCE OF 150 FEET TO A POINT; THENCE SOUTH, ALONG A LINE WHICH DEFLECTS TO THE LEFT 85 DEGREES 04 MINUTES 50 SECONDS FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 87.49 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT D; THENCE SOUTHEASTERLY, ALONG THE SOUTHERLY LINE OF SAID LOT D, ALONG A LINE WHICH DEFLECTS TO THE LEFT 53 DEGREES 51 MINUTES 38 SECONDS FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 19.95 FEET TO AN ANGLE POINT IN THE SOUTHERLY LINE OF SAID LOT D; THENCE EASTERLY, ALONG THE SOUTHERLY LINE OF SAID LOT D AND ALONG A LINE WHICH DEFLECTS TO THE LEFT 36 DEGREES 01 MINUTES 45 SECONDS FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 86.80 FEET, TO A POINT; THENCE NORTHEASTERLY, ALONG A LINE WHICH DEFLECTS TO THE LEFT 10 DEGREES 52 MINUTES 22 SECONDS FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 70.11 FEET TO A POINT IN THE EASTERLY LINE AND 14 FEET NORTHERLY, AS MEASURED ALONG SAID EASTERLY LINE, OF THE SOUTHEAST CORNER OF SAID LOT D; THENCE NORTHERLY, ALONG THE EASTERLY LINE OF SAID LOT D, A DISTANCE OF 102 FEET TO THE POINT OF BEGINNING.

Parcel ID: 30-310-06-11-00-0-00-000

Being the same property conveyed from THE NELSON GALLERY FOUNDATION, A MISSOURI BUSINESS TRUST, to JAMES L. BLAIR, JR., A SINGLE PERSON by Deed recorded 11-06-2003 in Instrument: 2003K0086970 , in Jackson County, Missouri.

Commonly known as 3600 Belleview Avenue, Kansas City, MO 64111
However, by showing this address no additional coverage is provided



Fidelity National Title Insurance Company

AS ISSUING AGENT 1-800-943-1196

Title No. 6000141900322

SCHEDULE B – SECTION I
REQUIREMENTS

The following requirements must be met:

- 1) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- 2) Pay us the premiums, fees and charges for the policy.
- 3) If the insured premises include a mobile or manufactured home that has not been permanently affixed to the premises, Company will not issue a final policy of title insurance and any and all obligations created under this commitment will be void.
- 4) Instrument(s) creating the estate or interest (Title) to be insured, executed, delivered and recorded in the Public Records of the appropriate county.
- 5) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- 6) Pay all taxes, charges, and assessments affecting the land that are due and payable.
- 7) Duly executed Title/Owner's Affidavit.
- 8) Documents for recordation pertinent to this transaction are required to be presented for recording in the format required by the appropriate county recording jurisdiction
- 9) Tax Information to follow as Exhibit B.
- 10) Company requires a Warranty Deed for the consideration amount of \$2,000,000.00 from James Blair, to Buyer Buyer, be executed, and delivered in recordable form.
- 11) Company requires a new Mortgage, deed of trust, security instrument in the amount of \$2,000,000.00 from Buyer Buyer to To Be Determined, be executed, and delivered in recordable form.
- 12) Obtain and File Satisfactory resolution of the following matters:
 - a) No bankruptcy filing on behalf of JAMES L. BLAIR, Debtor, in the State of MISSOURI appear of record. Any claim caused by or arising out of any bankruptcy proceeding that was not disclosed by filed notice from the Federal District Court, for the State of MISSOURI Bankruptcy Divisions, is hereby excluded from coverage. (All results herein are for information purposes only and are not warranted for content, accuracy or any other implied or explicit purpose)
 - b) Company requires evidence of satisfaction/release or subordination of a Open/Line of Credit Deed of Trust from JAMES L. BLAIR, JR., A SINGLE PERSON (borrower) dated November 2, 2005 and recorded on November 21, 2005 in (instrument) 2005K0075800, of the official property records of JACKSON County, MISSOURI in the amount of \$125,000.00 and in favor of COMMUNITYAMERICA CREDIT UNION, A CORPORATION (lender). "TRUSTEE, as trustee LEON G. KUSNETZKY, P.C..Subordination Agreement recorded in (instrument) 2011E0112393 AS REC. 12/2/2011, provides that the or charge of the foregoing Open/Line of Credit mortgage is subordinate to the new mortgage, deed of trust or other instrument. (Company must be provided with executed copy

of revolving credit/equity line account termination request signed and dated by all borrowers, in addition to satisfaction or release of any/all open-end Mortgages/Deeds of Trust noted herein.)

- c) Company requires evidence of satisfaction or release of a Deed of Trust from JAMES L. BLAIR, JR., A SINGLE MAN (borrower) dated November 23, 2011 and recorded on December 2, 2011 in (instrument) 2011E0112290, of the official property records of JACKSON County, MISSOURI in the amount of \$340,000.00 and in favor of COMMUNITYAMERICA CREDIT UNION (lender) TRUSTEE, as trustee KUSNETZKY, SCHWARTZ, ROSENFELD, SAILLER & LILLA, P. C..

13. 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.



Fidelity National Title Insurance Company

AS ISSUING AGENT 1-800-943-1196

Title No 6000141900322

SCHEDULE B – SECTION II

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- 1) Any defect in or encumbrance on the Title that has been created or attached or has been filed or recorded in the Public Records subsequent to effective date hereof and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A in the Proposed Insured.
- 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 circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- 5) Covenants, conditions and restrictions and other instruments recorded in the public records and purporting to impose a transfer fee or conveyance fee payable upon the conveyance of a interest in real property or payable for the right to make or accept such a transfer, and any and all fees, liens or charges, whether recorded or unrecorded, if any, currently due payable or that will become due or payable, and any other rights deriving therefrom, that are assessed pursuant thereto.
- 6) Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 7) Taxes or special assessments which are not shown as existing liens by the public records.

8. Note: According to the public records, there have been no deeds conveying the land described herein within a period of twenty four (24) months prior to the date of this report, except as follows:
None

NOTE: Any map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

**EXHIBIT B
TAX CERTIFICATION**

Effective Date: 6/27/2019

Class Code: Residential

Order Number: ATST-6000141900322
Property Owner: BLAIR JAMES L JR
Property Address: 3600 Belleview Avenue , Kansas City, MO 64111
Parcel Number: 30-310-06-11-00-0-00-000

County: JACKSON

Jurisdiction

Tax Authority: Jackson County Treasurer
Payment Address: 415 E 12th St, Suite 100, PO BOX 2197, Kansas City, MO 64106
Phone Number: (816) 881 - 3232
Current Tax Year: 2018
Assessment Period: 1/2018-12/2018

Payable To
Jackson County Collector

Collection: **Annually**

Authority Details: Jackson County is the only taxing authority for this property.

Discounts

N/A

Duplicate bill fee is not applicable

County Tax

Tax Year	Install #	Taxes Billed	Taxes Paid	Due Date	Status
2018	1	\$6,957.69	\$6,957.69	12/31/2018	Paid

Millage Rate: 0.000000 Assessed Value: \$83,872.00 Next due Date: December 31, 2019
Land: \$60,252.00 Improvement: \$381,177.00 Total: \$441,429.00

Authority Summary & Taxes Due: Additional jurisdictions do not apply to this property.

2018 Installment 1 taxes billed in the amount of \$6,957.69, were paid in the amount of \$6,957.69 on 12/10/2018.

Additional Data & Fees: Owner of Record: BLAIR JAMES L JR.

There are no tax special assessments collected by Jackson County Treasurer separate from the tax bill.

Additional Information

Are there prior year delinquencies? No

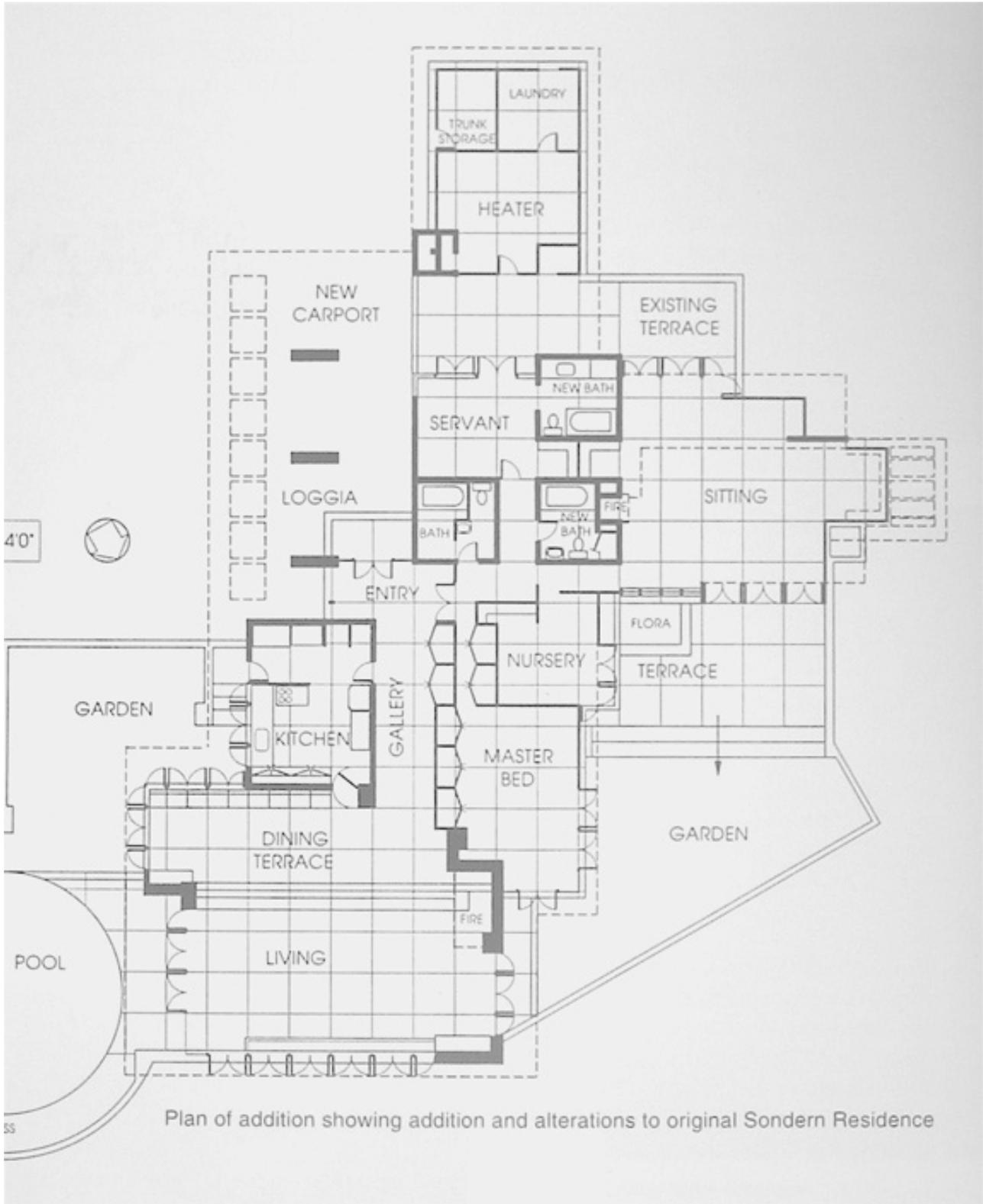
Are there any Exemptions? No

Are all parcels associated searched? Yes 30-310-06-11-00-0-00-000

Are there any other Taxing Authorities? No

Disclaimer

Floor Plan



Exclusions



EXCLUSIONS

AUCTION FOR: 3600 BELLEVIEW AVE, KANSAS CITY, MO 64111

MONDAY, AUGUST 12, 2019

All furniture and furnishings as seen on the property during the preview period are excluded from the sale, including art works, window treatments, non-built-in bookcases and all other furniture not built-in, with the exception of the cushioned bench by the fireplace, the banquette bench in the dining room, and the dining room tables. Partial original stamped plans for the home from the builder will convey and will be made available for inspection upon request.

Please inquire if there are questions about specific pieces not mentioned in this list.

Lead-Based Paint Disclosure

dition signature verified by the state of missouri on 02/24/2017

F321



LEAD BASED PAINT DISCLOSURE ADDENDUM Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

1 **SELLER:** James L. Blair, Jr
2
3 **PROPERTY:** 3600 Belleview Avenue Kansas City, MO 64111
4

5 **Lead Warning Statement:**
6 *Every purchaser of any interest in residential real property on which a residential dwelling was built*
7 *prior to 1978 is notified that such property may present exposure to lead from lead-based paint that*
8 *may place young children at risk of developing lead poisoning. Lead poisoning in young children*
9 *may produce permanent neurological damage, including learning disabilities, reduced intelligence*
10 *quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk*
11 *to pregnant women. The seller of any interest in residential real property is required to provide the*
12 *buyer with any information on lead-based paint hazards from risk assessments or inspections in the*
13 *seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment*
14 *or inspection for possible lead-based paint hazards is recommended prior to purchase.*
15

16 **Seller's Disclosure (Initial applicable lines)**

- 17 a. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED
18 PAINT HAZARDS: (check one below)
19 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
20
21 Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
22
23 b. RECORDS AND REPORTS AVAILABLE TO THE SELLER:
24 (check one below)
25 Seller has provided the Buyer with all available records and reports pertaining to lead-based
26 paint and/or lead-based paint hazards in the housing (list documents below).
27
28 Seller has no reports or records pertaining to lead-based paint and/or lead-based
29 paint hazards in the housing.
30

31 **Buyer's Acknowledgment (Initial applicable lines)**

- 32 c. BUYER HAS RECEIVED COPIES OF ALL INFORMATION LISTED
33 ABOVE
34 d. BUYER HAS RECEIVED THE PAMPHLET
35 "Protect Your Family from Lead in Your Home"
36 e. BUYER HAS: (Check one below)
37 Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment
38 or inspection for the presence of lead-based paint or lead-based paint hazards; or
39 Waived the opportunity to conduct a risk assessment or inspection for the presence of
40 lead-based paint and/or lead-based paint hazards.

41 **Licensee's Acknowledgment: (initial)**

42 f. Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852 and
43 is aware of his/her responsibility to ensure compliance.

44 **Certification of Accuracy**

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

47

48

49 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**
50 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
51 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

52

53

54

55

56

57

58

59

60

61

62

63

John Wilson 8-23-18
SELLER DATE

BUYER DATE

SELLER DATE

BUYER DATE

Tom Suther 08/22/18 9:55AM CDT
OKNL DRBT-WADV-FGLX
LICENSEE ASSISTING SELLER DATE

LICENSEE ASSISTING BUYER DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 07/15. All previous versions of this document may no longer be valid. Copyright January 2018.

Seller Disclosure

** INBOUND NOTIFICATION : FAX RECEIVED SUCCESSFULLY **

TIME RECEIVED June 19, 2019 5:42:15 PM CDT	REMOTE CSID	DURATION 329	PAGES 8	STATUS Received
---	-------------	-----------------	------------	--------------------

06/19/2019 WBD 15:42 FAX

001/008



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

F333

1 **SELLER:** James L. Blair, Jr
 2 **PROPERTY:** 3600 Belleview Avenue Kansas City, MO 64111
 3

4 **1. NOTICE TO SELLER.**
 5 Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if
 6 space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any material
 7 defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in civil liability
 8 for damages. Non-occupant SELLERS are not relieved of this obligation. This disclosure statement is designed to
 9 assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this information.
 10

11 **2. NOTICE TO BUYER.**
 12 This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not a substitute
 13 for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any kind by SELLER or a
 14 warranty or representation by the Broker(s) or their licensees.
 15

16 **3. OCCUPANCY.**
 17 Approximate age of Property? 1939/1948 How long have you owned? 2003
 18 Does SELLER currently occupy the Property? Yes No
 19 If "No", how long has it been since SELLER occupied the Property? _____ years/months
 20

21 **4. TYPE OF CONSTRUCTION.** Manufactured Modular Conventional/Wood Frame
 22 Mobile Other _____
 23
 24

25 **5. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH SELLER'S LAND**
 26 **DISCLOSURE ALSO.) ARE YOU AWARE OF:**
 27 a. Any fill or expansive soil on the Property? Yes No
 28 b. Any sliding, settling, earth movement, upheaval or earth stability problems
 29 on the Property? Yes No
 30 c. The Property or any portion thereof being located in a flood zone, wetlands
 31 area or proposed to be located in such as designated by FEMA which
 32 requires flood insurance? Yes No
 33 d. Any drainage or flood problems on the Property or adjacent properties? Yes No
 34 e. Any flood insurance premiums that you pay? Yes No
 35 f. Any need for flood insurance on the Property? Yes No
 36 g. Any boundaries of the Property being marked in any way? Yes No
 37 h. The Property having had a stake survey? Yes No
 38 i. Any encroachments, boundary line disputes, or non-utility easements
 39 affecting the Property? Yes No
 40 j. Any fencing on the Property? Yes No
 41 If "Yes", does fencing belong to the Property? N/A Yes No
 42 k. Any diseased, dead, or damaged trees or shrubs on the Property? Yes No
 43 l. Any gas/oil wells, lines or storage facilities on Property or adjacent property? Yes No
 44 m. Any oil/gas leases, mineral, or water rights tied to the Property? Yes No
 45

46 **If any of the answers in this section are "Yes", explain in detail or attach other documentation:**
 47 gas) chain link fence (owned) NW property line
 48 stone wall (not owned) SE W property lines
 49

JB Initials
 SELLER SELLER
 Initials
 BUYER BUYER

F333

50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105

6. ROOF.

- a. Approximate Age: 2.5 years Unknown Type: TPR
- b. Have there been any problems with the roof, flashing or rain gutters? Yes No
If "Yes", what was the date of the occurrence? Not since roof replaced
- c. Have there been any repairs to the roof, flashing or rain gutters? Yes No
Date of and company performing such repairs: /
- d. Has there been any roof replacement? Yes No
If "Yes", was it: Complete or Partial
- e. What is the number of layers currently in place? 1 layers or Unknown.

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

[Empty box for documentation]

7. INFESTATION. ARE YOU AWARE OF:

- a. Any termites, wood destroying insects, or other pests on the Property? Yes No
- b. Any damage to the Property by termites, wood destroying insects or other pests? Yes No
- c. Any termite, wood destroying insects or other pest control treatments on the Property in the last five (5) years? Yes No
If "Yes", list company, when and where treated: _____
- d. Any current warranty, bait stations or other treatment coverage by a licensed pest control company on the Property? Yes No
If "Yes", the annual cost of service renewal is \$ _____ and the time remaining on the service contract is _____
(Check one) The treatment system stays with the Property or the treatment system is subject to removal by the treatment company if annual service fee is not paid.

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

over lifetime of my ownership, I've noticed carpenter bees burrowing in some exterior wood. I've had professionals look at the problem from time to time and they've said there's not much that can be done.

8. STRUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS. ARE YOU AWARE OF:

- a. Any movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab? Yes No
- b. Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage? Yes No
- c. Any corrective action taken including, but not limited to piling or bracing? Yes No
- d. Any water leakage or dampness in the house, crawl space or basement? Yes No
- e. Any dry rot, wood rot or similar conditions on the wood of the Property? Yes No
- f. Any problems with driveways, patios, decks, fences or retaining walls on the Property? Yes No
- g. Any problems with fireplace including, but not limited to firebox, chimney, chimney cap and/or gas line? Yes No
Date of any repairs, inspection(s) or cleaning? unsure when
Date of last use? 4/19 for both fireplaces in front & rear living rooms. Bedroom FP never used.
- h. Does the Property have a sump pump? Yes No
If "Yes", location: _____
- i. Any repairs or other attempts to control the cause or effect of any problem described above? Yes No

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

b) minimal surface cracks on concrete, typical of home this age. c) prior to my ownership in the early 1980's I was told that Mr. Stern had steel support beams installed in the ceiling to mitigate sagging roof. slight pitch given to roof at that time and copper guttering was added. d) Kitchen, none since roof replaced. e) deck & railing. f) deck has rotten boards

SELLER Initials [] BUYER Initials []

someone backed into brick wall around fish pond, causing minimal damage.

F333

106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147

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: In 1983 owner Richard Stern enlarged & renovated kitchen and master suite.
- b. If "Yes", were all necessary permits and approvals obtained, and was all work in compliance with building codes? unknown N/A Yes No
 If "No", explain in detail: _____

10. PLUMBING RELATED ITEMS.

- a. What is the drinking water source? Public Private Well Cistern
 If well water, state type _____ depth _____ diameter _____ age _____
- b. If the drinking water source is a well, when was the water last checked for safety and what was the result of the test? _____
- c. Is there a water softener on the Property? Yes No
 If "Yes", is it: Leased Owned?
- d. Is there a water purifier system? Yes No
 If "Yes", is it: Leased Owned?
- e. What type of sewage system serves the Property? Public Sewer Private Sewer Septic System Cesspool Lagoon Other
- f. The location of the sewer line clean out trap is: hall bathroom
- g. Is there a sewage pump on the septic system? N/A Yes No
- h. Is there a grinder pump system? Yes No
- i. If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? _____ By whom? _____
- j. Is there a sprinkler system? Yes No
 Does sprinkler system cover full yard and landscaped areas? N/A Yes No
 If "No", explain in detail: _____
- k. Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage related systems? Yes No
- l. Type of plumbing material currently used in the Property:
 Copper Galvanized PVC PEX Other
 The location of the main water shut-off is: at the street
- m. Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? N/A Yes No

If your answer to (k) in this section is "Yes", explain in detail or attach available documentation: In 2019, I had AS Man & American Leak Detection come out when I noticed my water bill was excessive. Two sections of the floor were removed: one in entryway & one in kitchen. Findings were inconclusive. However in the course of their investigation the leak was substantially reduced.

AS Initials _____ Initials BUYER BUYER

F333

148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201

11. HEATING AND AIR CONDITIONING.

a. Does the Property have air conditioning? Yes No

Central Electric Central Gas Heat Pump Window Unit(s)

Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?

1. 1992 ✓ WEST EXTENDY 6/19

2. 1997 ✓ EAST EXTENDY 6/19

Window unit in kitchen

b. Does the Property have heating systems? Yes No

Electric Fuel Oil Natural Gas Heat Pump Propane

Fuel Tank Other

Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?

1. 2006 - est ✓ Master bedroom Fall 2018

2. 2000 ✓ East bedroom Fall 2018

c. Are there rooms without heat or air conditioning? Yes No

..... Kitchen doesn't have heat v.p.t.

If "Yes", which room(s)? Kitchen

d. Does the Property have a water heater? Yes No

Electric Gas Solar Tankless

Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By Whom?

1. 2016 X Master Closet

2.

e. Are you aware of any problems regarding these items? Yes No

If "Yes", explain in detail:

[Empty box for explanation]

12. ELECTRICAL SYSTEM.

a. Type of material used: Copper Aluminum Unknown

b. Type of electrical panel(s): Breaker Fuse

Location of electrical panel(s): Main in laundry, sub panels in kitchen & hall.

Size of electrical panel (total amps), if known: ~~200~~ (200) 225

c. Are you aware of any problem with the electrical system? Yes No

If "Yes", explain in detail:

[Empty box for explanation]

13. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:

a. Any underground tanks on the Property? Yes No

b. Any landfill on the Property? Yes No

c. Any toxic substances on the Property, (e.g. tires, batteries, etc.)? Yes No

d. Any contamination with radioactive or other hazardous material? Yes No

e. Any testing for any of the above-listed items on the Property? Yes No

f. Any professional testing/mitigation for radon on the Property? Yes No

g. Any professional testing/mitigation for mold on the Property? Yes No

h. Any other environmental issues? Yes No

i. Any controlled substances ever manufactured on the Property? Yes No

j. Any methamphetamine ever manufactured on the Property? Yes No

(In Missouri, a separate disclosure is required if methamphetamine or other controlled substances have been produced on the Property, or if any resident of the Property has been convicted of the production of a controlled substance.)

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

[Empty box for explanation]

 Initials
SELLER SELLER

Initials  
BUYER BUYER

F333

- 202 **14. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:**
- 203 a. The Property located outside of city limits? Yes No
- 204 b. Any current/pending bonds, assessments, or special taxes that
- 205 apply to Property? Yes No
- 206 If "Yes", what is the amount? \$ _____
- 207 c. Any condition or proposed change in your neighborhood or surrounding
- 208 area or having received any notice of such? Yes No
- 209 d. Any defect, damage, proposed change or problem with any
- 210 common elements or common areas? Yes No
- 211 e. Any condition or claim which may result in any change to assessments or fees? Yes No
- 212 f. Any streets that are privately owned? Yes No
- 213 g. The Property being in a historic, conservation or special review district that
- 214 requires any alterations or improvements to the Property be approved by a
- 215 board or commission? Yes No
- 216 h. The Property being subject to tax abatement? Yes No
- 217 i. The Property being subject to a right of first refusal? Yes No
- 218 If "Yes", number of days required for notice: _____
- 219 j. The Property being subject to covenants, conditions, and restrictions of a
- 220 Homeowner's Association or subdivision restrictions? Yes No
- 221 k. Any violations of such covenants and restrictions? N/A Yes No
- 222 l. The Homeowner's Association imposing its own transfer fee and/or
- 223 initiation fee when the Property is sold? N/A Yes No
- 224 If "Yes", what is the amount? \$ _____

225 Homeowner's Association dues are paid in full until 4/20 in the amount of \$90 - voluntary

226 payable yearly semi-annually monthly quarterly, sent to _____ and such

227 includes: social activities

228 Homeowner's Association/Management Company contact name, phone number, website, or email address:

229 _____

230 _____

231 _____

232 _____

233 _____

234 if any of the answers in this section are "Yes" (except h and k), explain in detail or attach other

235 documentation; g) Property is on KCMO historic registry as a neighborhood

236 j) Restrictions associated with historic registry. (Any structure that

237 can be seen from the street can't be altered without permission).

- 238 **15. PREVIOUS INSPECTION REPORTS.**
- 239 Has Property been inspected in the last twelve (12) months? Yes No
- 240 If "Yes", a copy of inspection report(s) are available upon request.
- 241 _____

- 242 **16. OTHER MATTERS. ARE YOU AWARE OF:**
- 243 a. Any of the following?
- 244 Party walls Common areas Easement Driveways Yes No
- 245 b. Any fire damage to the Property? Yes No
- 246 c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? Yes No
- 247 d. Any violations of laws or regulations affecting the Property? Yes No
- 248 e. Any other conditions that may materially affect the value
- 249 or desirability of the Property? Yes No
- 250 f. Any other condition, including but not limited to financial, that may prevent
- 251 you from completing the sale of the Property? Yes No
- 252 g. Any general stains or pet stains to the carpet, the flooring or sub-flooring? Yes No
- 253 h. Missing keys for any exterior doors, including garage doors to the Property? Yes No
- 254 List locks without keys _____
- 255 i. Any violations of zoning, setbacks or restrictions, or non-conforming uses? Yes No
- 256 j. Any unrecorded interests affecting the Property? Yes No
- 257 k. Anything that would interfere with giving clear title to the BUYER? Yes No

①3 Initials _____

SELLER SELLER

Initials _____

BUYER BUYER

- F333
- 258 l. Any existing or threatened legal action pertaining to the Property? Yes No
 - 259 m. Any litigation or settlement pertaining to the Property? Yes No
 - 260 n. Any added insulation since you have owned the Property? Yes No
 - 261 o. Having replaced any appliances that remain with the Property in the
 - 262 past five (5) years? Yes No
 - 263 p. Any transferable warranties on the Property or any of its
 - 264 components? Yes No
 - 265 q. Having made any insurance or other claims pertaining to the Property
 - 266 in the past five (5) years? Yes No
 - 267 If "Yes", were repairs from claim(s) completed? N/A Yes No
 - 268 r. Any use of synthetic stucco on the Property? Yes No
 - 269

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

P) roof Q) roof replaced

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

- 276 Electric Company Name: _____ Phone # _____
- 277 Gas Company Name: _____ Phone # _____
- 278 Water Company Name: _____ Phone # _____
- 279 Trash Company Name: _____ Phone # _____
- 280 Other: _____ Phone # _____
- 281 Other: _____ Phone # _____
- 282

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

The Residential Real Estate Sale Contract, including this paragraph of the residential Seller's Disclosure and Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other promotional material, provides for what is included in the sale of the Property. Items listed in the "Additional Inclusions" or "Exclusions" in Subparagraphs 1a and 1b 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 1a and/or 1b, all existing improvements on the Property (if any) and appurtenances, fixtures and equipment (which seller agrees to own free and clear), whether buried, nailed, bolted, screwed, glued or otherwise permanently attached to Property are expected to remain with Property, including, but not limited to:

- | | | |
|--------------------------------------|---------------------------------|------------------------------------|
| 296 Bathroom mirrors | Lighting and light fixtures | Shelving, racks and towel bars |
| 297 Fences | Mounted entertainment brackets | (if attached) |
| 298 Fireplace grates, screens and/or | Other mirrors (if attached) | Storm windows, doors & screens |
| 299 glass doors (if attached) | Plumbing equipment and fixtures | Window blinds, curtains, coverings |
| 300 Floor coverings (if attached) | | and mounting components |

JB Initials SELLER SELLER

Initials BUYER BUYER

F333

- 301 **Fill in all blanks using one of the abbreviations listed below.**
- 302 "OS" = Operating and Staying with the Property (any item that is performing its intended function).
- 303 "EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable
- 304 Condition.
- 305 "NA" = Not applicable (any item not present).
- 306 "NS" = Not staying with the Property (item should be identified as "NS" below.)

- 309 OS Air Conditioning Window Units, # 1
- 310 OS Air Conditioning Central System
- 311 NA Attic Fan
- 312 NA Ceiling Fan(s), # _____
- 313 NA Central Vac and Attachments
- 314 NA Closet Systems
- 315 Location _____
- 316 EX Doorbell
- 317 NA Electric Air Cleaner or Purifier
- 318 NA Electric Car Charging Equipment
- 319 OS Exhaust Fan(s) -- Baths
- 320 NA Fences -- Invisible & Controls #3 - Bedroom - never used
- 321 Fireplace(s), # 3 Location #1 Living Room Location #2 Family Room
- 322 Location _____
- 323 EX Chimney
- 324 NA Gas Logs
- 325 NA Gas Starter
- 326 NA Heat Re-circulator
- 327 NA Insert
- 328 NA Wood Burning Stove
- 329 EX Other
- 330 OS Fountain(s)
- 331 OS Furnace/Heat Pump/Other Heating System
- 332 NA Garage Door Keyless Entry
- 333 NA Garage Door Opener(s), # _____
- 334 NA Garage Door Transmitter(s), # _____
- 335 NA Gas Yard Light
- 336 NA Humidifier
- 337 NA Intercom
- 338 NA Jetted Tub
- 339 KITCHEN APPLIANCES
- 340 Cooking Unit
- 341 EX Cooktop Elec. Gas
- 342 OS Microwave Oven
- 343 EX Oven
- 344 Elec. Gas _____ Convection
- 345 EX Stove/Range
- 346 Elec. Gas _____ Convection
- 347 OS Dishwasher
- 348 OS Disposal
- 349 OS Freezer
- 350 EX Location Kitchen
- 351 Ice maker
- 352 OS Refrigerator (#1)
- 353 Location Kitchen
- 354 Refrigerator (#2)
- 355 Location _____
- 356 NA Trash Compactor

- NS Laundry - Washer
- NS Laundry - Dryer
- Elec. _____ Gas _____
- MOUNTED ENTERTAINMENT EQUIPMENT
- Item #1 _____
- Location _____
- Item #2 _____
- Location _____
- Item #3 _____
- Location _____
- Item #4 _____
- Location _____
- Item #5 _____
- Location _____
- NS Outside Cooking Unit
- NA Propane Tank
- Owned Leased
- OS Security System
- Owned Leased
- OS Smoke/Fire Detector(s), # _____
- NA Spa/Hot Tub
- NA Spa/Sauna
- NA Spa Equipment
- NA Sprinkler System Auto Timer
- NA Sprinkler System Back Flow Valve
- NA Sprinkler System (Components & Controls)
- NS Statuary/Yard Art
- NA Sump Pump
- EX Swimming Pool (Swimming Pool Rider Attached) *filled in*
- NA Swimming Pool Heater
- NA Swimming Pool Equipment
- NA TV Antenna/Receiver/Satellite Dish
- Owned Leased
- OS Water Heater
- NA Water Softener and/or Purifier
- Owned Leased
- Other _____
- OS Other Dining room tables & banquet table
- Other _____
- OS Other Section of stairs in front of living room fireplace.
- Other _____

03 Initials
 SELLER SELLER

 Initials
 BUYER BUYER

F333

357 Disclose any material information and describe any significant repairs, improvements or alterations to the Property not
358 fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports,
359 invoices, notices or other documents describing or referring to the matters revealed herein:

360 [Empty box for disclosures]

361
362
363
364 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing
365 Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or
366 guarantee of any kind. SELLER hereby authorizes the Licensee assisting SELLER to provide this information to
367 prospective BUYER of the Property and to real estate brokers and salespeople. SELLER will promptly notify
368 Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and
369 Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes.
370 (SELLER and BUYER initial and date any changes and/or attach a list of additional changes. If attached, #
371 of pages).

372
373 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS**
374 **DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
375 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**
376
377

378
379 [Signature] 6/19/19 [Empty box]
380 SELLER DATE SELLER DATE

381
382
383 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**
384

- 385 1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge
386 and SELLER need only make an honest effort at fully revealing the information requested.
387 2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or agents
388 concerning the condition or value of the Property.
389 3. I agree to verify any of the above information, and any other important information provided by SELLER or Broker(s)
390 (including any information obtained through the Multiple Listing Service) by an independent investigation of my own.
391 I have been specifically advised to have Property examined by professional inspectors.
392 4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in Property.
393 5. I specifically represent there are no important representations concerning the condition or value of Property made by
394 SELLER or Broker(s) on which I am relying except as may be fully set forth in writing and signed by them.
395

396 [Empty box] [Empty box]
397 BUYER DATE BUYER DATE
398
399

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of the Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised August 2018. All previous versions of this document may no longer be valid. Copyright January 2019.

AUCTION DOCUMENTS

Terms and Conditions



BIDDER REGISTRATION AGREEMENT – TERMS AND CONDITIONS
AUCTION FOR: 3600 BELLEVIEW AVE, KANSAS CITY, MO 64111
MONDAY, AUGUST 12, 2019

- Introduction.** _____ (“*Seller*”) are the owners of the property located at **3600 Belleview Ave, Kansas City, MO 64111** (the “*Property*”). Seller has retained Heritage Luxury Property Auctions, Inc., a Texas corporation (“*Heritage*”), to sell the Property pursuant to this auction (the “*Auction*”). Heritage is conducting the Auction through its licensed real estate broker, (“*Broker*”) and licensed auctioneer (the “*Auctioneer*”).
- Bidder Registration.** Bidders must register for the Auction by executing and delivering this Agreement. The form may be submitted in person, by DocuSign, by fax to (214) 409-2457, or emailed to LuxuryEstates@HA.com prior to the Auction. Upon registering, Bidder will be provided with a bidding number in order to participate in the Auction and bid on the Property. Bidder’s bidding number must be presented when a Bidder is declared by Auctioneer to have placed the Winning Bid. By providing advance written notice to Heritage, a Bidder may appoint a representative to place bids at the Auction on Bidder’s behalf. Any person bidding on behalf of a Bidder must sign the proxy bidder card and registration paperwork and be approved by Heritage prior to the Auction. With Heritage’s prior approval, a Bidder (or its representative) may place bids at the Auction by telephone.
- Lender Approval.** Bidder must be pre-approved for loan amount by a lender from among Heritage’s chosen lenders (“*Lender*”), or Bidder must provide a bank letter guaranteeing a Purchase Price. The Bidder must deliver to Heritage, in order to bid, a pre-approval commitment from the Lender for the amount Bidder intends to bid or the Letter of Credit prior to the commencement of the Auction.
- Auction.** The Property is more particularly described in the due diligence package concerning the Property previously furnished to each Bidder (the “*Due Diligence Package*”). The Property shall be auctioned **without Reserve** so that Seller shall be deemed to have accepted the highest bid (the “*Winning Bid*”) from a qualified bidder (the “*Buyer*”) without limiting condition as to the amount of the high bid or the nature of the Buyer. Following the conclusion of the auction, Seller and Buyer shall execute the Auction Purchase Agreement relating thereto, the form of which is included in the Due Diligence Package (the “*Purchase Agreement*”). An amount equal to **ten percent (10%)** of the Winning Bid (the “*Buyer’s Premium*”) will be automatically added to the Winning Bid to be paid by Buyer. The Buyer’s Premium shall not be considered a real estate commission. The Buyer’s Premium is a fee charged by Heritage to the Buyer for Heritage’s work in bringing the Property to auction. Seller shall have the right, in its sole discretion, to add or withdraw Property from the Auction at any time prior to commencement of bidding. All bids placed by Bidder in the Auction shall be binding on Bidder. Buyer’s purchase of the Property shall not be conditioned or contingent upon Buyer obtaining financing. The purchase price for the Property shall be paid by Buyer in cash. All decisions of the Auctioneer are final as to the methods of bidding, disputes among Bidders, increments of bidding, and any other matters regarding the auction process that may arise before, during, or after the Auction. The Auctioneer reserves the right to deny any person admittance to the Auction or expel anyone from the Auction who attempts to disrupt the Auction. The Auctioneer reserves the right to announce additional terms and conditions of the sale of the Property prior to or during the course of the Auction. All announcements made at the Auction shall supersede any conflicting prior oral or printed statements
- Pre-Bid Process and Conditions.**

To place a Pre-Bid, Bidder must: a) have submitted their Lender Approval or Letter of Credit (see No. 3 above) and b) have signed and submitted this form to Heritage including the Pre-Bid Amount prior to Monday, August 12th at 12:00 p.m. CDT (“Pre-Bid Deadline”).

<p>PRE-BID* AMOUNT</p> <p>\$ _____</p> <p>(Not including the 10% Buyer’s Premium)</p>

The form may be submitted in person, by fax to (214) 409-2457, or emailed to LuxuryEstates@HA.com prior to the Pre-Bid Deadline. A Pre-Bid is effective upon receipt by the Pre-Bid by Heritage prior the Pre-Bid Deadline.

- Bidder may increase their Pre-Bid during the auction
- Bidder understands that their submitted Pre-Bid is legally binding, irrevocable, and may not be withdrawn for any reason*. Bidder further understands that the Seller is not obligated to accept any bid until the call for bids at the Auction.
- In the event of duplicate Pre-Bid amounts, the Auctioneer shall execute on a Bidder’s behalf the Pre-Bid Amount that is first received by the Auctioneer. The Auctioneer shall make a good faith effort to inform subsequent Bidder(s) of pre-existing bids. Nothing shall preclude a Bidder from increasing his Pre-Bid Amount.
- Bidder authorizes the Auctioneer to execute the full amount of the Pre-Bid in increments or otherwise. The Pre-Bid is an absolute offer for the Property made by the Bidder without discount and regardless of other bids made.
- Bidder is obligated to pay the full amount of the submitted Pre-Bid. While the auctioneer may open the bidding at a lower amount, the auctioneer shall bid in increments to the maximum amount of your Pre-Bid.

Buyer Initial _____

* The Pre-Bid Amount shall be liquidated damages in the event that Bidder breaches their agreement to bid the Pre-Bid Amount or close the sale if Bidder is awarded the property. Bidder agrees that the liquidated damages amount of the Pre-Bid is a fair representation of damages incurred by the breach and is not a penalty.

6. Property. If the Bidder places the Winning Bid, Bidder and Seller shall execute a Purchase Agreement pursuant to which Seller will agree to convey the Property to Bidder by warranty deed, free and clear of all liens and encumbrances, except for the liens and encumbrances specified in the title commitment (the "**Title Commitment**") and warranty deed (the "**Deed**") provided pursuant to the Purchase Agreement. Buyer will purchase the Property subject to, and the closing of the purchase of the Property by Buyer pursuant to the Purchase Agreement shall not be conditioned on, any state of facts an accurate survey or personal inspection of the Property may reveal, any existing rights-of-way, easements, encroachments, rights or claims of parties in possession, restrictive and protective covenants, flood zones, zoning or subdivision regulations, building ordinances, governmental agencies regulations, environmental conditions, hazardous materials, leases or tenancies, any mineral rights, and all title exceptions as set forth in the Title Commitment and Deed.
7. **INSPECTION RECOMMENDED: DISCLAIMER. PERSONAL ON-SITE INSPECTION OF THE PROPERTY IS RECOMMENDED AND BIDDER IS ADVISED TO INDEPENDENTLY VERIFY ALL INFORMATION BIDDER MAY DEEM IMPORTANT. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE PURCHASE AGREEMENT, THE PROPERTY IS BEING SOLD "AS IS, WHERE IS" AND "WITH ALL FAULTS" AND HERITAGE, SELLER AND AUCTIONEER HAVE NOT MADE, DO NOT MAKE AND WILL NOT MAKE, AND HEREBY DISCLAIM, ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESSED OR IMPLIED OR STATUTORY, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO ITS VALUE, CONDITION, SQUARE FOOTAGE, SUITABILITY, MERCHANTABILITY, OPERABILITY, ZONING OR SUBDIVISION REGULATIONS, MINERAL RIGHTS, ENVIRONMENTAL CONDITION OR FITNESS FOR A PARTICULAR USE OR PURPOSE. NO GUARANTEES ARE GIVEN AS TO THE AVAILABILITY OF UTILITIES OR ACCESSES, OR ALLOWABLE OR PERMITTED USES ON THE PROPERTY.**
8. Property Inspection. All information contained in the auction brochure, the Due Diligence Package and all promotional materials, including, but not limited to, photographs, directions, acreage, square footage, dimensions, zoning, maps in the brochure and other maps used for promotion, environmental conditions, taxes, etc., was provided by or on behalf of Seller and the tax assessor's office, and is believed to be correct; however, neither Seller nor Heritage nor Auctioneer makes any promise, representation, guarantee, or warranty as to the accuracy or completeness of such information. There is no obligation on the part of Seller, Heritage or Auctioneer to update any information. Buyer and its representatives shall be responsible for verifying all acreage and square footage amounts of the Property. The Property has not been surveyed for this Auction. Seller will convey the Property in accordance with the legal description contained in the Deed. Buyer should retain its own professionals to conduct and/or verify any survey of the Property. Should Buyer desire a survey, it shall be at Buyer's option and expense. Should the final survey show a greater or lesser number of acres than recited on the survey sales map, it will not affect the purchase and no adjustment will be made to the Purchase Price of the Property. Certain disclosures concerning the Property are attached hereto as Schedule B.
9. Earnest Money Deposit. If Bidder is declared by the Auctioneer to have placed the Winning Bid, Bidder shall deliver at the end of the Auction to an escrow agent designated by Heritage (the "**Escrow Agent**") an earnest money deposit in an amount equal to at least **ten percent (10%)** of the of the sum of the Winning Bid and the Buyer's Premium (the "**Earnest Money Deposit**"), less an amount equal to the Bid Deposit. The Earnest Money Deposit may be paid by wire transfer, by certified check or by personal check. If Bidder places the Winning Bid by Telephone, the Earnest Money Deposit must be delivered by wire transfer of immediately available funds to Escrow Agent within 24 hours following the end of the Auction.
10. Purchase Agreement. If Bidder is declared by the Auctioneer to have placed the Winning Bid, Bidder shall immediately execute and deliver the Purchase Agreement. **NO CHANGES BY BUYER TO THE PURCHASE AGREEMENT WILL BE PERMITTED.** If for any reason the Buyer fails or refuses to deliver the Earnest Money Deposit or to execute the Purchase Agreement immediately after being declared by Auctioneer to have placed the Winning Bid, Seller and Heritage reserve the right to declare the Bidder's rights with respect to the Auction and the Property forfeited and may resell the Property and retain the Bid Deposit as liquidated damages. Neither Seller, Heritage nor any of their respective brokers or representatives is making any representation or warranty as to the manner in which the Auction will be conducted. The Purchase Agreement shall incorporate the terms of this Agreement.
11. Closing. The closing of the purchase and sale of the Property pursuant to the Purchase Agreement shall occur on or before **September 12, 2019** or on such other date as provided in the Purchase Agreement (the "**Closing**"). All deposits and down payments made by Bidders and Buyer shall be held by the Escrow Agent in a non-interest bearing escrow account. Heritage shall not be involved in any way with the closing of any real estate transaction. The Closing will be handled exclusively by third-party real estate professionals.
12. Closing Costs. At Closing, all ad valorem taxes and any other applicable taxes and fees (including, without limitation, any county and fire district taxes) for the Property shall be prorated between Buyer and Seller based upon the applicable number of days the Property is owned by Seller versus owned by Buyer. Seller will pay the fee for the preparation of the cost of preparing legal documents to transfer the Property and to release any liens or encumbrances on the Property to allow conveyance to the Buyer in accordance with the Purchase Agreement. Buyer shall pay all other closing costs, including (without limitation) Deed recording fees, any applicable transfer taxes and/or deed stamps, and all title searches, title insurance, inspections and surveys.
13. **DISCLAIMER REGARDING HERITAGE AND AUCTIONEER. BIDDER AND BUYER SHALL LOOK ONLY TO SELLER AS TO ALL MATTERS REGARDING THE AUCTION, THE PROPERTY AND THE PURCHASE AGREEMENT, AND HERITAGE LUXURY PROPERTY AUCTIONS, INC., AUCTIONEER AND THEIR RESPECTIVE AFFILIATES AND REPRESENTATIVES MAKE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE PROPERTY AND SHALL**

Buyer Initial _____

NOT BE RESPONSIBLE OR LIABLE IN ANY WAY TO BIDDER, BUYER, ANY BROKER OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO THE AUCTION, THE PROPERTY OR THE PURCHASE AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CLAIM RELATING TO SELLER'S BREACH OF THE PURCHASE AGREEMENT. ANY THIRD PARTY BROKER IS NOT A SUBAGENT OF HERITAGE OR ANY OF ITS AFFILIATES OR REPRESENTATIVES AND NONE OF HERITAGE OR ANY OF ITS AFFILIATES OR REPRESENTATIVES SHALL HAVE ANY OBLIGATION WHATSOEVER TO MAKE ANY PAYMENT TO ANY BROKER.

14. **AUCTIONEER DISCLOSURE. THE AUCTIONEER IS ACTING EXCLUSIVELY AS THE AGENT FOR SELLER IN THIS TRANSACTION AND IS TO BE PAID A FEE BY SELLER PURSUANT TO A SEPARATE WRITTEN AGREEMENT BETWEEN SELLER AND THE AUCTIONEER. THE AUCTIONEER IS NOT ACTING AS AGENT IN THIS TRANSACTION FOR THE BIDDER OR BUYER OR ANY BROKER. ANY THIRD PARTY BROKER IS NOT A SUBAGENT OF AUCTIONEER AND AUCTIONEER SHALL HAVE NO OBLIGATION WHATSOEVER TO MAKE ANY PAYMENT TO ANY BROKER.**
15. **Bidder's Representations and Warranties. Bidder hereby represents and warrants that: (a) Bidder is in no way, shape, or form bidding on behalf of Seller, or for Seller's benefit, (b) Bidder has no personal, business, or other relationship with the Seller, (c) Bidder has the financial resources necessary to complete the timely acquisition of the Property, as and when required, pursuant to this Agreement and the Purchase Agreement, at the bid price offered by the Bidder, plus the required Buyer's Premium, (d) Bidder is of legal age and has full legal capacity and authority to understand, execute and deliver this Agreement, (e) Bidder has received and carefully reviewed and understood, prior to the execution of this Agreement, the Due Diligence Package and all of the materials included therein, (f) Bidder has been given the opportunity to obtain all professional testing and inspection of the Property, (g) Bidder has independently inspected and reviewed the Property, including (without limitation) the following matters regarding the Property: (i) the title of Seller to the Property; (ii) the condition and state of repair and/or lack of repair of all improvements on the Property; (iii) the existence and condition of any and/or all personal property at the Property; and (iv) the nature, provisions and effect of all health, fire, environmental, building, zoning, subdivision and all other use and occupancy laws, ordinances and regulations applicable to the Property.**
16. **Bidder's Acknowledgements. Bidder acknowledges and agrees that Bidder is fully and solely liable for the deposits required under this Agreement, and the full Purchase Price of the Property should Auctioneer declare that Bidder has placed the Winning Bid. Bidder further acknowledges and agrees that: (a) EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE PURCHASE AGREEMENT, THE PROPERTY WILL BE SOLD "WHERE IS" IN AN "AS IS" CONDITION WITH NO WARRANTY, EXPRESS OR IMPLIED, ABOUT SUCH CONDITION AND BIDDER ACCEPTS ALL DEFECTS REGARDING THE PROPERTY, BOTH APPARENT AND LATENT, AT BIDDER'S OWN, ABSOLUTE AND EXCLUSIVE RISK, (b) none of Heritage employees or Auctioneer or any of their respective representatives will have any liability or obligation whatsoever for the physical condition of the Property or for any inaccuracy in or omission from any written information and materials regarding the Property, including, but not limited to, inaccuracies made in reports drafted by third parties, such as title reports, surveys and environmental reports, or changes concerning the Property between the date of such reports, surveys, written information and materials and the date hereof, (c) because of the pace of the Auction bidding, Auctioneer is not able, and therefore not obligated, to recognize nor record each of the Bidders at any bid level during open outcry except the high bidder, and (d) any collusion between Bidders is strictly prohibited by this Agreement and applicable law.**
17. **Remedies. In the event the bidder is awarded the Property as having placed the Winning Bid and thereafter fails to Close the Purchase within the time stated hereinabove through no fault of the Seller, all deposit bidder has made into escrow shall be awarded to Heritage up to an amount equal to 10% percent of the Winning Bid. Seller may elect to commence such actions as the Seller has for breach of Contract including voiding the sale. If the sale is voided Heritage shall retain the Buyer's escrowed deposits. If the Seller shall not close the Property through no fault of the Buyer, Heritage is released from any and all claims pertaining to the Seller's default. Additionally, Heritage is not obligated to take any action against the Seller for the Seller's breach.**

BINDING ARBITRATION SHALL BE THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES, CLAIMS OR CONTROVERSIES, WHETHER STATUTORY, CONTRACTUAL OR OTHERWISE, BETWEEN THE PARTIES HERETO ARISING UNDER OR RELATING TO THIS AGREEMENT OR THE AUCTION (INCLUDING, BUT NOT LIMITED TO, THE AMOUNT OF DAMAGES, OR THE CALCULATION OF ANY OTHER AMOUNT OR BENEFIT DUE) (COLLECTIVELY, "DISPUTES"). THE PARTIES WAIVE THE RIGHT TO ADJUDICATE THEIR DISPUTES UNDER THIS AGREEMENT OUTSIDE THE ARBITRATION FORUM PROVIDED FOR IN THIS AGREEMENT, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT. IF PARTY COMMENCES AN AUCTION PERTAINING TO A DISPUTE, THE COURTS HAVING EXCLUSIVE JURISDICTION OF SUCH AN ACTION ARE THOSE SITTING IN THE COUNTY OF DALLAS, STATE OF TEXAS. THE PARTIES EACH WAIVE THE RIGHT TO A JURY TRIAL IN THE EVENT THAT THE DISPUTES ARE DETERMINED EITHER IN ARBITRATION OR COURT, THE PREVAILING PARTY SHALL BE AWARDED THEIR REASONABLE ATTORNEY FEES. A PREVAILING PARTY IS ONE THAT PREVAILS ON A MAJORITY OF THE CLAIMS OR THE DEFENSE OF SUCH CLAIM.

18. **Buyer's Agent Registration. A two and a half percent (2.5%) commission/fee based on the Winning Bid Amount (and excluding the Buyer's Premium amount) will be paid to the qualified, licensed real estate agent representing the Buyer (the "**Buyer's Agent**") provided that such Buyer's Agent and the Buyer have properly and timely executed and delivered to Heritage this Agreement and submitted Bid Deposit. In order to receive any commission described in this paragraph, the Buyer and Buyer's Agent must comply with all terms of this Agreement. Each Bidder and its Buyer's Agent must execute and deliver to Heritage this Agreement by the deadline stated. This Agreement shall be incorporated into the Purchase Agreement. Commission will be paid only upon final closing, title transfer and when Property has been settled in full. No commission/fee will be paid on any non-arm's length transaction involving Agent or any member of the Agent's**

Buyer Initial _____

immediate family, or business. AGENT ACKNOWLEDGES THAT HE/SHE IS NOT A SUBAGENT OF HERITAGE, AND THE CLIENT ACKNOWLEDGES THAT AGENT IS WORKING ON BEHALF OF THE CLIENT AS A BUYER'S AGENT.

In order to be entitled to a commission/fee, the Agent must:

- a) Represent and warrant that Agent: (i) is a licensed real estate Agent/Broker in the state in which the Property is located, and (ii) shall fully abide by the National Association of Realtors'® Code of Ethics.
- b) Must inspect the Property with the client during Heritage's listing term, attend the auction to reinforce value and encourage bidding.

Heritage is not acting in any capacity as an Agent/Broker for any Bidder; nor acting in any capacity as an Agent/Broker for the Seller.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed effective as of the date first above written.

Bidder Name:	
Signature:	Date:
Mailing Address:	City, State, Zip:
Phone Number:	Email:
Last 4 of Social Security Number:	
Agent Name:	Firm:
Signature:	Date:

Sample Letter of Guarantee

HERITAGE AUCTIONS LUXURY REAL ESTATE

SAMPLE BANK LETTER OF GUARANTEE

Please be advised, this letter must be on official bank stationery in order to be considered.

Date

Heritage Auctions
3500 Maple Ave, 17th Floor
Dallas, TX 75219
Phone: 214-409-1603
Fax: 214-409-2603

Attention: Auction Manager

RE: **3600 Belleview Ave, Kansas City, MO 64111**

Mr./Mrs./ _____ is a customer of our bank and plans to bid in your event online at HA.com/Salado on **Monday, August 12, 2019**. Please be advised that (Name of Bank) _____ will irrevocably honor and guarantee payment on any check(s) written by Mr./Mrs. up to the amount of \$_____ and drawn on account number _____. This commitment to assure payment on aforementioned account number expires on (seven business days after the auction date). Should you have any questions, please contact _____ (Bank Contact) at _____ (Contact Phone).

Sincerely,

(Bank Officer Signature)

Name of Bank Officer

Title

Wiring Instructions

BIDDER REGISTRATION FUNDS & WIRING INSTRUCTIONS

A cashier’s check made payable to escrow – “Alamo Title Company” for or wire transfer to trust account below, is required as a bidder deposit for **6300 Belleview Ave, Kansas City, MO 64111**.

Wiring Instructions

WIRE TO: BBVA Compass Bank

8333 Douglas Ave., #600

Dallas, TX 75225

ABA #: 113010547

CREDIT TO: Alamo Title Company

Escrow Account

Acct. #: 6716743207

Reference: **6300 Belleview Ave, Kansas City, MO 64111**

When wiring funds, please include the following in the “message to beneficiary” field to assist our office in applying the funds to the appropriate escrow matter:

Bidder Name; Property: 6300 Belleview Ave, Kansas City, MO 64111.

Please notify **Rochelle Mortensen (214-409-1384, rochellem@ha.com)**, and provide federal wire transfer reference number for tracking purposes.

Bank Name: _____ Beneficiary Name: _____

ABA#: _____ Account #: _____

Bank Phone _____ Address: _____

Auction Purchase Agreement



AUCTION PURCHASE AGREEMENT

THIS AUCTION PURCHASE AGREEMENT is made effective _____, by _____ (hereinafter referred to as the "Seller") and _____ ("Buyer") in accordance to the auction conducted by Heritage Luxury Property Auctions Inc. ("Heritage")

1. AGREEMENT TO PURCHASE. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, pursuant to the terms and conditions herein set forth, the real estate and improvements situated in the county of Jackson, located at 3600 Belleview Ave, Kansas City, MO 64111, ("Property") [Legal Description: Roanoke plat of lots A-G All Lot D expt beg SE Cor of Lot D, plus see Legal Description attached as Exhibit A] together with all buildings, improvements, fixtures owned by the Seller & attached to the Property; and all privileges and appurtenances pertaining thereto including any right, title or interest of Seller. Seller agrees to convey Property by General Warranty Deed (with all mortgages and liens paid off as of closing).

2. (A) HIGH BID PRICE \$ _____
- (B) BUYERS PREMIUM (10% of HIGH BID PRICE) \$ _____
- (C) EXTRAS, if Any (Furnishings, Pre-Bid, etc.) \$ _____
- (D) TOTAL PURCHASE PRICE (A + B ± C) \$ _____
- (E) 10% EARNEST MONEY DEPOSIT, to be held in a non-interest bearing escrow account by Escrow Agent. (10% of D) \$ _____
- (F) Registration Deposit applied to Earnest Money Deposit \$ _____
- (G) Remaining Earnest Balance Due Now \$ _____
- (H) BALANCE due at Closing (D - E) (not including Buyer's closing costs or financing costs, pre-pays or pro-rations), to be in immediately available cash, bank certified or cashier's check or confirmed wire transfer.) \$ _____

3. TERMS. This is a Cash sale with TEN PERCENT (10%) non-refundable Earnest Money Deposit ("Escrow Deposit") set forth in section (E) above on auction day payable in full or in combination of a) Buyer's Registration Deposit (section F above), b) personal or cashier's check made payable to the "Escrow Agent" (referenced below in section 4), or c) wire transfer to "Escrow Agent"; with the balance of the total purchase price due at settlement of this transaction ("Closing"). Delivery of the deed and acceptance by the Buyer at Closing shall be deemed to be full performance and discharge of all obligations (either express or implied) on the part of the Seller to be performed pursuant to this agreement. No representation, warranty or agreement, express or implied of the Seller shall survive the Closing except those, which are herein specifically stated to survive the Closing.

4. CLOSING. Closing shall occur on or before September 12, 2019 ("Closing date"), at the offices of Alamo Title ("Title Agent"), located at: 3762 WNW HWY Dallas, TX 75220, or at such other location in Jackson County MO _____ that the Seller may designate. At Closing, Seller shall deliver to Buyer a General Warranty Deed (the "Deed") that shall convey fee simple title to the real property. Possession of the Property will be granted at Closing.

5. NO FINANCING CONTINGENCY. THIS AGREEMENT IS NOT CONTINGENT ON BUYER BEING APPROVED FOR A LOAN.

6. PRORATIONS. Ad valorem and non-ad valorem real estate taxes, other assessments, property owner's association dues and any other items customarily prorated are to be adjusted as of the Closing date.

7. CLOSING COSTS.

jlb Seller Initials

_____ Seller Initials

_____ Buyer Initials

_____ Buyer Initials

Page 11 of 16

Doc ID: 07d562a38bac3383206cafb588a24cd7263a499

(a) Seller's Costs. Seller shall only be responsible to pay legal fees and expenses of Seller's attorney to prepare documents to transfer the Property to Buyer and to release any liens or mortgages on the Property to allow conveyance of the Property to the Buyer in accordance with the General Warranty Deed.

(b) Buyer's Costs. Buyer shall pay all Closing costs including, but not limited to, title insurance, documentary stamps, recordation fees, transfer taxes, title searches, Buyer's attorney's fees, the Buyer's premium, and all fees and costs associated with Buyer's financing, if any, prepaid pro-rations, assumed insurance, if applicable, appraisal fees, recording fees, escrow and/or settlement costs, discount points and origination fees. Title insurance will be at the buyer's option, but is strongly recommended.

(c) The Closing and Settlement Agent is agreed to be Alamo Title ("Title Agent"), located at: 3762 W NW Hwy Dallas, TX 75220 . Buyer agrees to pay all charges involved in this closing, including but not limited to: escrow/settlement fee; deed preparation fee; conveyance tax; attorney drafting fee; title policy guaranty fee; the cost of the title insurance premium (which is calculated from the Sales Price and Loan amount for loan policy); tax certificate; and recording fees.

8. EARNEST MONEY/ESCROW AGENT. Concurrently with the execution and delivery of this Agreement, Buyer shall deliver Earnest Money Deposit ("Earnest Money Deposit") made payable to the Escrow Agent in an amount equaling ten percent (10%) of the total Purchase Price, (less any previously submitted Registration Deposit). Buyer is aware and acknowledges that upon Seller's acceptance of Buyer's offer, the Earnest Money Deposit becomes Non-Refundable, except for failure to deliver good title. Buyer and Seller hereby acknowledge and agree that Escrow Agent shall hold in a non-interest bearing escrow account and deliver the Earnest Money in accordance with the terms and conditions of this Agreement. The Escrow agent shall be relieved of all liability and held harmless by both Seller and Buyer in the event Escrow Agent makes any disbursement of the Earnest Money in accordance with the terms and provisions of this Agreement.

9. DISCLAIMER OF WARRANTIES; "AS-IS" PURCHASE. Buyer accepts the Property in an "AS IS, WHERE IS" condition at the time of Closing, including but not limited to any hidden defects, known or unknown and understands that this transaction is not subject to an inspection contingency.

(a) Buyer acknowledges and agrees the sale of the Property hereunder is and will be made on an "AS IS, WHERE IS" basis that, except as may otherwise be expressly provided in this Agreement, Buyers are purchasing and acquiring the Property without any representation, warranty, or assurance of any kind whatsoever, express or implied, oral or written, by the Seller, Agent, broker, employee, Heritage, or other representative of the Seller. Buyer acknowledges and agrees that (i) any environmental or other report with respect to the Property which is delivered or made available by the Seller to Buyer shall be for general information purposes only, (ii) Buyer shall not have any right to rely on any such report delivered or made available by the Seller to Buyer, but rather will rely on its own inspection and investigation of the Property and any reports commissioned by Buyer, and (iii) neither the Seller, any affiliate of the Seller, nor the person or entity which prepared any such report delivered or made available to Buyer shall have liability to Buyer for any inaccuracy in or omission from any such report.

(b) Buyer knowingly, voluntarily, unconditionally, and irrevocably waives, releases, and discharges Seller, Heritage, Broker, Agent, and Escrow Agent from any claim that Buyer may otherwise have had with respect to the Property, the Auction, this Auction Purchase Agreement, and this real estate transaction and waives any right to terminate this Agreement.

(c) Buyer acknowledges that having been given a sufficient time to inspect the Property, and to review the Bidder's Due Diligence Package or other material given to the Buyer, Buyer is relying solely on its own investigation of the Property and revenue and expenses that may be received or incurred in arriving at its decision to purchase the Property and has not relied upon any plans, brochures, literature, advertisements, schematics, dimensions, square footage, surveys, maps, illustrations, sketches, projections, representation, warranties, statements or estimates of any nature written, or oral, by Seller, Agent, Broker, Employee, Heritage, or any representative or employee of them, in deciding to purchase the Property. Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered by Seller to Buyer in connection with the transaction contemplated by this agreement. Instead, Buyer is relying solely upon Buyer's independent verification of legal, factual and other inquiries, due diligence, inspection, investigation, and findings with respect to the Property, the surrounding area, the Auction, the Terms of Auction, or including without limitation to (i) environmental matters relating to the Property of any portion thereof, (ii) geological conditions, including but not limited to, subsidence, subsurface conditions, fault zones, water table conditions, underground reservoirs (including limitations to the withdrawal of water), (iii) any water, stream, river, flood, hazards, (surface or underground), (iv) drainage issues, conditions or problems, (v) soil conditions including the existence of instability, past soil remediation, soil additions, conditions of soil fill, or susceptibility to landslides or the sufficiency of undershoring, (vi) the zoning or other land use restrictions which the Property or any portion thereof may be subject, (vii) the availability of any utilities to the Property or any portion thereof including without limitation, water sewage, gas, electrical, and services, (viii) usages of adjoining Property, (ix) access to the Property or any portion thereof, (x) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, durability, structural integrity, operation, title, physical or financial condition of the Property, or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights, or claims on or affecting or pertaining to, the Property of any part thereof, (xi) the presence of hazardous materials in or on, under or in the vicinity of the Property, (xii) the condition or use of the Property in compliance of the Property with any or all past present or future Federal, State, or local ordinances, rules, regulations, or laws, building, fire or zoning ordinances, codes or other similar laws, (xiii) the existence or non-existence of underground storage tanks, (xiv) any matter affecting the stability or integrity of the land or improvements which are part of the property, (xv) the potential for further development of the Property, (xvi) the existence of vested land use, zoning or building entitlements affecting the Property and (xvii) the merchantability of the Property or fitness of the Property for any particular purpose (Buyer affirming that Buyer has not relied on Seller's skill or judgment to select or furnish the Property for any particular purpose, and that Heritage, escrow agent, the Seller or any broker makes no warranty that the Property is fit for any particular purpose).

(d) Seller, any Broker, and Heritage shall not be liable to Buyer for any relief, including, but not limited to, adjustment, allowance, damages, reformation, remediation or rescission, based upon the failure of the Property to conform to any specific condition, expectation, standard, or any third-party documents or information.

(e) Buyer shall look only to Seller, and not to Heritage Escrow Agent, or any broker with respect to all matters regarding the sale of the Property and this Purchase Agreement.

10. TITLE. Buyer acknowledges that they have received and reviewed the Preliminary Title Commitment provided by Seller prior to bidding. At settlement, Seller shall convey to Buyer good and marketable title free of all liens, except as otherwise indicated herein and subject only to such restrictions and easements as shall then be of record which do not affect the use of the property for residential purposes or render the title unmarketable in accordance with the terms and conditions of the auction. Buyer acknowledges and agrees to accept title to the Property subject to (i) all standard

jlb Seller Initials

_____ Seller Initials

_____ Buyer Initials

_____ Buyer Initials

Page 12 of 16

Doc ID: 07d562a38bac3383206cafb588a24cd7263a499

exclusions and printed exceptions set forth in the owner's title insurance policy including all matters that would be disclosed by a current and accurate survey of the Property; (ii) liens for taxes not yet due and payable; any dues, taxes and assessments will be prorated between and Seller at Closing (iii) public utility easements; (iv) all other easements, covenants, restrictions and rights-of-way affecting the Property; (v) rights of parties in possession; and (vi) all title exceptions referenced in the Title Commitment and the General Warranty Deed (the foregoing title matters are herein referred to as the "Permitted Title Exceptions"). Any applicable zoning ordinances, other land use laws and regulations, together with taxes for the current year and those matters, if any, which are waived by Buyer pursuant to this Paragraph 10 shall also be deemed Permitted Title Exceptions.

11. DISCLOSURES.

(a) LEAD WARNING STATEMENT. If this Property includes pre-1978 residential housing, a lead-based paint disclosure form is attached as Exhibit [C] and to be made part of this Purchase Agreement. In addition, the Seller has provided herein any available records or reports pertaining to the presence of lead-based paint hazards.

(b) MOLD DISCLOSURE AND WAIVER. Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional. If applicable, Buyer agrees to execute a "Mold Disclosure and Waiver" ("Mold Waiver") and to be made part of this Purchase Agreement, and has executed this "Mold Waiver" and it is incorporated herein by reference.

(c) RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings. Additional information regarding radon and radon testing may be obtained from your county health department.

(d) SEX OFFENDER INFORMATION. Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an internet web site maintained by the Department of Justice at www.nsopw.gov. Depending on an offender's criminal history this information will include either the address at which the offender resides or the community of residence and Zip Code in which he/she resides. (Neither Seller, Broker, Heritage, Agent, or their representatives or employees are required to check this website. If Buyer wants further information, the Seller recommends that Buyer obtain information from the registry prior to participating in the auction.)

(e) PROPERTY TAX DISCLOSURE SUMMARY. BUYER SHOULD NOT RELY ON SELLER'S CURRENT PROPERTY TAX ON THE PROPERTY AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS MAY TRIGGER A REASSESSMENT FOR THE PROPERTY THAT COULD RESULT IN HIGHER TAXES BEING ASSESSED TO BUYER. IF YOU HAVE ANY QUESTION CONCERNING VALUATION OR TAXATION OF THE PROPERTY, YOU SHOULD CONTACT THE COUNTY APPRAISAL DISTRICT OFFICE FOR FURTHER INFORMATION.

(f) FLOOD ZONE; ELEVATION CERTIFICATION. Buyer is advised to verify by survey, elevation certificate and the appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty. The National Flood Insurance Program may assess additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating. By execution of this Purchase Agreement the Buyer accepts the existing elevation of the buildings and zone designation of the Property.

(g) TAX WITHHOLDING. Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act [FIRPTA] Internal Revenue Code Section 1445, which may require Seller to provide additional cash at Closing if Seller is a "foreign person" as defined by federal law.

(h) AGENCY DISCLOSURE. HERITAGE REPRESENTS THE SELLER ONLY IN THE SALE OF THIS PROPERTY, AND IS TO BE PAID A FEE BY THE SELLER PURSUANT TO A SEPARATE WRITTEN AGREEMENT BETWEEN THE SELLER AND THE AUCTION COMPANY. THE AUCTION COMPANY IS NOT ACTING AS AN AGENT FOR THE PURCHASER IN THIS TRANSACTION. ANY THIRD PARTY BROKER/AGENT IS NOT A SUBAGENT OF THE AUCTION COMPANY.

(i) SELLER DISCLOSURE: Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

(j) ADDENDUM. Attached as an Addendum hereto are additional notices and disclosures.

12. SURVEY. A recent survey has not been provided on the Property for this sale. Seller is conveying the Property in accordance with the legal description in the recorded plat. Any additional survey shall be at the Buyer's option and expense. If said additional survey shows a greater or lesser number of acres, such survey shall not affect the Seller's obligations under this Agreement and no adjustments will be made to the purchase price.

13. COMMISSIONS & FEES.

(a) BROKERAGE. Buyer warrants and represents that Buyer [] is [] is not represented by a buyer's agent in this transaction. If Buyer is represented by a buyer's agent, the buyer's agent is: _____ ("Buyer's Agent"). The buyer's agent must have performed all requirements of the agent guidelines and execute a Bidder Registration Agreement provided by Heritage. Failure to properly register or comply with the provisions of the guidelines will disqualify the buyer's agent from receiving any commission. Buyer represents to the Seller that no Agent other than the Seller's Broker or Buyer's Agent as defined in this Paragraph was involved in submitting, showing or selling the Property to Buyer and Buyer hereto agrees to indemnify the Seller and Heritage and escrow agent of all claims by any other party. This provision shall survive the Closing and any termination of this Agreement.

(b) BROKERAGE COMMISSIONS & FEES. Upon the Closing of the transaction contemplated herein, Seller shall pay Heritage a fee pursuant to the terms of a separate agreement. A two and a half percent (2.5%) commission based on High Bid Price (excluding Buyer's Premium amount) will be paid to the qualified, licensed real estate agent representing the Buyer (the "Buyer's Agent") provided that such Buyer's Agent and the Buyer have properly and timely executed and delivered to Heritage the Bidder Registration Agreement – Terms & Conditions provided to Bidder (the "Bidder Registration Agreement"). In order to receive any commission described in this paragraph, the Buyer and Buyer's Agent must comply with all terms of the Bidder Registration Agreement. Each Bidder and its Buyer's Agent must execute and deliver to Heritage the Bidder Registration Agreement by the deadline

stated on the Bidder Registration Agreement. The Bidder Registration Agreement shall become part of this Agreement.

14. BREACH OF CONTRACT. Buyer and Seller are required and agree to make full settlement in accordance with the terms of the Auction Purchase Agreement and acknowledge that failure to do so constitutes a breach hereof. Buyer acknowledges and is aware that financing or inspection period is not a contingency to this Agreement. Buyer shall be liable for payment of the total Escrow Deposit even if not previously paid. If Buyer fails, neglects or refuses to perform Buyer's obligations under this Agreement, or is in Default, Seller may elect to treat this Agreement as cancelled, in which case the total Escrow Deposit shall be non-refundable and is retained in escrow (and dispersed per the escrow instructions) as minimum liquidated damages and Seller shall be entitled to all rights and remedies available at law and in equity. Buyer acknowledges and agrees that under no circumstances shall Seller, Heritage, Broker, or other representative be responsible for Buyer's damages, consequential, actual, punitive, speculative or otherwise. If Seller fails to make full settlement or is in default due to the Seller's failure to comply with the terms, covenants and conditions of the Agreement, Buyer shall be entitled to pursue such rights and remedies as may be available, at law or in equity, including, without limitation, an action for specific performance of this Agreement and/or monetary damages.

15. CASUALTY. Except as herein provided, all risk of loss with respect to damage to the Property shall be borne by Seller until the date of Closing; thereafter, all risk of loss shall be borne by Buyer. If after effective date of this agreement, but before Closing, the Property is damaged significantly (in the opinion of the Seller) or is destroyed by fire or other casualty or hazard, Seller shall have the option to restore the Property to its pre-casualty condition or to cancel this Agreement and Buyer's Earnest Money shall be returned as a complete and final settlement to Buyer of all of Seller's obligations hereunder. Should Seller desire to restore the Property to its pre-casualty condition, Seller shall so notify Buyer and thereafter have 120 days to complete such restoration, with the Closing date to be postponed accordingly.

16. NO RECORDING. Neither this Agreement nor any notice of it shall be recorded in any public records. This Agreement shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Without limiting the survival of any other provisions of this Agreement, the provisions of this Section shall survive any termination of this Agreement.

17. ATTORNEY REVIEW. The parties acknowledge and agree that this is an auction sale and not subject to an attorney review period. The parties further acknowledge and agree that they have been given the opportunity to review this Agreement prior to the auction and that once signed, this Agreement becomes a legally binding Agreement. If you do not understand the effect of this Agreement, consult your attorney prior to participating in the auction. Seller, Heritage, Broker, Escrow Agent or any employee or representative thereof, can provide legal advice.

18. WAIVER OF JURY TRIAL. EXCEPT AS PROHIBITED BY LAW, THE PARTIES SHALL AND THEY HEREBY DO EXPRESSLY WAIVE TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY. WITH RESPECT TO ANY MATTER FOR WHICH A JURY TRIAL CANNOT BE WAIVED, THE PARTIES AGREE NOT TO ASSERT ANY SUCH CLAIM AS A COUNTERCLAIM, NOR MOVE TO CONSOLIDATE SUCH CLAIM WITH, ANY ACTION OR PROCEEDING IN WHICH A JURY TRIAL IS WAIVED.

19. COSTS AND EXPENSES. A party to this Agreement who is the prevailing party in any legal proceeding or arbitration against any other party brought under with respect to this Agreement, or the transaction contemplated hereby shall be additionally entitled to recover court costs, and reasonable attorney's fees, paralegals' fees and costs from the non-prevailing party.

20. NOTICES. Any notice or communication, request or other document or demand required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by registered or certified first class mail, courier service, Federal Express or other nationally recognized overnight courier to Seller, Buyer or their respective Attorney. A copy of all notices hereunder shall also be delivered to Heritage and Closing agent.

21. ENTIRE AGREEMENT; AMENDMENT. This written Agreement and Exhibits, Schedules and Addenda attached hereto and made a part of this Agreement signed by Buyer constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written Agreements between the parties with respect to the Property. This Agreement may not be amended, altered, modified or discharged except by an instrument in writing signed by the Buyer, Seller and Heritage.

22. HEADINGS. All headings in this Agreement are inserted for convenience of reference and shall not affect its meaning or interpretation.

23. SEVERABILITY. If and to the extent that any court of competent jurisdiction holds any provision or any part of this Agreement to be invalid or unenforceable, such holding shall in no way affect the validity of the remainder of this Agreement.

24. ASSIGNMENT. Buyer may not assign this agreement or Buyer's rights without prior written consent of Seller. Seller's refusal to consent to an assignment shall not entitle Buyer to cancel this Agreement nor give rise to any claim for damages against the Seller or Heritage. Buyer agrees not to resell the Property to any other registered bidders for a period of 365 days without prior written consent of Seller and Heritage.

25. BINDING EFFECT. The provisions of this Agreement shall bind and inure to the benefit of the Buyer and Buyer's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of the Seller and its successors and assigns.

26. COUNTERPARTS. This Agreement may be executed in multiple counterparts all of which when taken together shall constitute an Agreement with the same force and effect of the original Agreement for the sale of Real Estate under the laws of the governing State.

27. ACKNOWLEDGEMENT. The undersigned ("Buyer"), certifies that he or she is of legal age and has full legal capacity and authority to understand, execute and deliver this Agreement on behalf of himself or herself. If Buyer is a for-profit entity, non-profit organization, public agency, trust or other entity, then the person(s) executing this Agreement on behalf of such entity and Buyer certify to Seller that such person(s) has(have) the authority to execute this Agreement on behalf of such entity, and that such entity shall be bound by the matters contained herein.

28. EXHIBITS. All exhibits annexed to this Agreement and the documents to be delivered at or prior to the Settlement are expressly made a part of this Agreement as fully as though completely set forth in it.

Exhibit "A" – Escrow Instructions
Exhibit "B" – Seller's Pre-Auction Due Diligence Delivery Requirements
Exhibit "C" – Bidder Registration Agreement – Terms and Conditions

 jlb Seller Initials

_____ Seller Initials

_____ Buyer Initials

_____ Buyer Initials

Page 15 of 16

Doc ID: 07d562a38bac3383206cafbb588a24cd7263a499

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement, as of the day and year first above written

SELLERS:

Signature

06 / 14 / 2019
Date

Social Security #

Signature

Date

Social Security #

BUYER:

Signature

Date

Print Name

Social Security #

BUYER:

Signature

Date

Print Name

Social Security #

REAL ESTATE BROKER OF RECORD:

Tom Suther
Signature

06 / 14 / 2019
Date

Tom Suther
Print Name

MISSOURI 2008018347
State and License #

HERITAGE:

Signature

Date

Print Name

Title

Broker Client Protection

HERITAGE AUCTIONS LUXURY REAL ESTATE AGENT/BUYER PROTECTION FORM

1. **PROPERTY:** "Property" defined as the following real property, together with all its improvements and fixtures, commonly known as:

3600 Belleview Ave, Kansas City, MO 64111

2. **PARTIES:** The parties to this agreement are: HLPAL dba **Heritage Auctions ("Heritage")**, 3500 Maple Ave, Dallas TX 75219, Phone #214-409-1384, FAX#214-409-2384, Email: LuxuryEstates@ha.com

Cooperating Agent ("Agent"): _____

Address: _____

City, State, Zip: _____

Phone: _____

E-Mail: _____

3. **REGISTRATION:** Agent registers: _____

Address: _____

City, State, Zip: _____

Phone: _____

E-Mail: _____

4. ("**Bidder**") with Heritage for the Auction. Heritage has appointed a Broker of Record to represent the Seller of the Property and the Cooperating Agent represents Bidder. Bidder must complete separate Bidder Registration Forms, as a requirement to bid at the Auction, on or before Aug 12, 2019. Call our office for more info.

5. **AGENT'S FEE:** Heritage is not obligated to pay Agent a fee until such time as Agent's fee is earned and payable. Agent's fees are earned when Bidder enters into a binding agreement to buy the Property at any price. Cooperating Broker's fees are payable in the amounts stated below at the specified times.

a. Sales:

(1) If Bidder enters into a binding agreement to buy all or part of the Property at any price. Heritage will pay Cooperating Broker a fee equal to:

(a) 2.5 % of the High Bid Price

(b) _____

- b. (2) The Fee is payable at Closing when Heritage receives Heritage's fee under a separate agreement with the owner of the Property. Any Escrow or Closing Agent may pay Agent's fee from HLPAL's fee at closing

Cooperating Agent: _____

Printed Name & Title: _____

Date: _____

Heritage Auctions: _____

Printed Name & Title: _____

Date: _____

The Heritage Team



Nate Schar, Director
NateS@HA.com | 858-337-9568



Thania Kanewske, Director
ThaniaK@HA.com | 850-685-4629



Rochelle Mortensen, Manager
RochelleM@HA.com | 214-409-1384

Whether you're consigning a property or considering buying at auction, we want to make sure the process is as seamless and efficient as possible. After all, helping you achieve your goals is why we're here. Please feel free to call us for more information about the property, the auction process, or our company at any time. We're here to help.

How May We Help You?



Heritage Luxury Property Auctions, Inc., its agents and affiliates, broker partners, auctioneer, and sellers do not warrant or guarantee the accuracy or completeness of any information and shall have no liability for errors or omissions or inaccuracies under any circumstances in this or any other property listings or advertising, promotional or publicity statements and materials. Brokers are protected and encouraged to participate. See auction terms and conditions for full details – HA.com/FrankLloydWrightKC.

Paul Minshull – Auctioneer 16591; BP 10%; Co-Broker 2.5%. Heritage Luxury Property Auctions, Inc. Heritage Luxury Property Auctions, Inc. d/b/a Heritage Auctions is a Texas licensed real estate corporation in Texas – License No. 9002894. Tom Suther MISSOURI 2008018347. HERITAGE is a registered trade mark.

HERITAGE

A U C T I O N S

LUXURY REAL ESTATE

THE WORLD'S THIRD LARGEST AUCTION HOUSE

DALLAS | NEW YORK | BEVERLY HILLS | SAN FRANCISCO | CHICAGO | PALM BEACH
LONDON | PARIS | GENEVA | AMSTERDAM | HONG KONG

Always Accepting Quality Consignments in 40+ Categories
1 Million+ Online Bidder-Members

For a free evaluation of your luxury property, please call 855-261-0573 or visit HA.com/SellHome

855-261-0573 | LuxuryEstates@HA.com | HA.com/LuxuryRealEstate