



Property Information Package



Online Only Auction Conducted For:

**5322 SE Riverside Terrace
St. Joseph, MO 64507**

**July 17th, 2025
1:00 PM**



CATES AUCTION
REAL ESTATE COMPANY



WELCOME TO THE AUCTION!

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

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

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

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

Enjoy the auction!

A handwritten signature in blue ink that reads 'Jeffrey D. Cates'.

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

| |
|--------------------------|
| TABLE OF CONTENTS |
|--------------------------|

Commitment for Title Insurance

Federal Mandate Disclosure

Lead Based Paint Disclosure

Seller's Disclosure

Real Estate Sale Contract

Broker Disclosure Form

Terms and Conditions

Broker Participation Agreement

Property Brochure



ADDITIONAL DISCLOSURES INCLUDING THOSE MANDATED BY STATE OR FEDERAL LAW

(To be used with any Non-KCRAR Contract or KCRAR Residential Lease)

1 SELLER/LANDLORD: Jackson Family Trust Dated 05/23/2000

2 BUYER/TENANT:

3 PROPERTY: 5322 Southeast Riverside Terrace, Saint Joseph, MO 64507

- 6 1. LEAD BASED PAINT DISCLOSURE.** If the Property was built prior to 1978, BUYER acknowledges receiving, reading and signing the Federally required disclosure regarding lead based paint.

☐ Lead Based Paint Disclosure Addendum is hereby attached.

- 11 2. RADON DISCLOSURE.** Every BUYER of residential real property is notified the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer.

Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires SELLER to disclose any information known to the SELLER that shows elevated concentrations of radon gas in residential real property.

The Kansas Department of Health and Environment recommends all BUYERS have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician.

For additional information, please go to <http://www.kansasradonprogram.org> or in Missouri a national source for radon information is <http://www.epa.gov/radon>.

- 3. CRIME INFORMATION DISCLOSURE.** In Missouri and in Kansas, law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the Sheriff of the county in which they reside. If you, as the BUYER, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.kansas.gov/kbi> or by contacting the local Sheriff's office in Kansas. In Missouri, you may find information on the homepage of the Missouri State Highway Patrol at <https://www.mshp.dps.missouri.gov/CJ38/searchRegistry.jsp> or BUYER should contact the Sheriff of the county in which the Property is located.

4. BROKERAGE RELATIONSHIP DISCLOSURE.

SELLER/LANDLORD and BUYER/TENANT acknowledge the Real Estate Brokerage Relationship Brochure has been furnished to them and the brokerage relationships were disclosed to them no later than the first showing, upon first contact, or immediately upon the occurrence of any change to that relationship.

SELLER/LANDLORD and BUYER/TENANT acknowledge the real estate Licensee(s) involved in this transaction may be acting as Agents of the SELLER/LANDLORD, Agents of the BUYER/TENANT, Transaction Broker(s) or Disclosed Dual Agents (**Available only in Missouri.**).

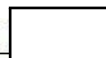
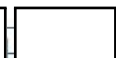
Licensee acting in the capacity of:

- a. Agent for the SELLER has a duty to represent the SELLER'S interest and will not be the Agent of the BUYER. Information given by the BUYER to an Agent of the SELLER will be disclosed to the SELLER.
- b. Agent for the BUYER has a duty to represent the BUYER'S interest and will not be an Agent of the SELLER. Information given by the SELLER to an Agent of the BUYER will be disclosed to the BUYER.
- c. Transaction Broker is not an Agent for either party and does not advocate the interests of either party.
- d. Disclosed Dual Agent (Available only in Missouri.) is acting as an Agent for both the SELLER and the BUYER, and a separate Disclosed Dual Agency Amendment is required.

 
SELLER LANDLORD SELLER LANDLORD

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BUYER TENANT BUYER TENANT

Agent generating the Contract is responsible for checking appropriate boxes on BOTH sides of Agency PRIOR TO THEIR CLIENT SIGNING.

Licensee assisting SELLER/LANDLORD is a:
(Check appropriate box(es))

- ☒ SELLER'S/LANDLORD'S Agent
☐ Designated SELLER'S/LANDLORD'S Agent (In Kansas, Supervising Broker acts as a Transaction Broker)
☐ Transaction Broker and SELLER/LANDLORD agree, if applicable, to sign a Transaction Broker Addendum. SELLER/LANDLORD is not being represented.
☐ Disclosed Dual Agent and SELLER/LANDLORD agree to sign a Disclosed Dual Agency Amendment (Missouri only)
☐ BUYER'S/TENANT'S Agent
☐ Designated BUYER'S/TENANT'S Agent (In Kansas, Supervising Broker acts as a Transaction Broker)

☐ Subagent
☐ SELLER/LANDLORD is not being represented

Licensee assisting BUYER/TENANT is a:
(Check appropriate box(es))

- ☐ BUYER'S/TENANT'S Agent
☐ Designated BUYER'S/TENANT'S Agent (In Kansas, Supervising Broker acts as a Transaction Broker)
☐ Transaction Broker and BUYER/TENANT agree, if applicable, to sign a Transaction Broker Addendum. BUYER/TENANT is not being represented.
☐ Disclosed Dual Agent and BUYER/TENANT agree to sign a Disclosed Dual Agency Amendment (Missouri only)
☐ SELLER'S/LANDLORD'S Agent
☐ Designated SELLER'S/LANDLORD'S Agent in BUYER'S/TENANT'S Purchase of the Property (In Kansas, Supervising Broker acts as a Transaction Broker)

☐ Subagent
☐ BUYER/TENANT is not being represented

SOURCE OF COMPENSATION. There are no standard compensation rates and compensation is fully negotiable and not set by law. Brokerage fees, to include but not limited to broker commissions and other fees, will be paid out of escrow at Closing as follows, unless otherwise described in the terms of the respective agency agreements or other SELLER/BUYER agreements. SELLER and BUYER acknowledge the brokerages involved in this transaction are acting pursuant to separate brokerage service agreements entered into with SELLER and BUYER, respectively. **SELLER and BUYER acknowledge Brokers may be compensated by more than one party in the transaction.**
(Check all applicable boxes)

Brokers are compensated by: ☐ SELLER/LANDLORD and/or ☒ BUYER/TENANT

ALL PARTIES ACKNOWLEDGE THAT THE REAL ESTATE SALE CONTRACT TO WHICH THIS DISCLOSURE IS ATTACHED IS NOT A STANDARD KCRAR DOCUMENT. IT IS RECOMMENDED THAT ALL PARTIES SEEK LEGAL COUNSEL PRIOR TO SIGNING THE DOCUMENT. CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

If applicable, BUYER and SELLER hereby specifically permit the Brokerage(s) assisting in the transaction to obtain and retain copies of both BUYER'S and SELLER'S Closing Statements.

| | |
|------------------------------------|---|
| <i>Kitt Blake, Executor</i> | dotloop verified 05/12/25 3:48 PM CDT M7UO-GGAU-KKXS-5LDM |
| SELLER/LANDLORD | DATE |
| <i>Robert Jackson, Executor</i> | dotloop verified 05/20/25 1:21 PM CDT J64M-GXAO-IASG-TGLV |
| SELLER/LANDLORD | DATE |
| <i>Cambridge Cates</i> | dotloop verified 05/15/25 9:15 AM CDT B7KJ-ISQR-SXF5-PCOT |
| LICENSEE ASSISTING SELLER/LANDLORD | DATE |

| | |
|---------------------------------|------|
| | DATE |
| BUYER/TENANT | DATE |
| | DATE |
| BUYER/TENANT | DATE |
| | DATE |
| LICENSEE ASSISTING BUYER/TENANT | DATE |

cambridge@catesauction.com 816-606-7051
LICENSEE'S EMAIL ADDRESS CONTACT #

Cates Auction & Realty Co., Inc.
BROKERAGE NAME CONTACT #

LICENSEE'S EMAIL ADDRESS CONTACT #

BROKERAGE NAME CONTACT #

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 June 2024. All previous versions of this document may no longer be valid. Copyright January 2025.



LEAD BASED PAINT DISCLOSURE ADDENDUM

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



SELLER: Jackson Family Trust Dated 05/23/2000

PROPERTY: 5322 Southeast Riverside Terrace, Saint Joseph, MO 64507



Lead Warning Statement:

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

Seller's Disclosure (Initial applicable lines)

a.   **PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS: (check one below)**
☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
 No known



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

b.   **RECORDS AND REPORTS AVAILABLE TO THE SELLER: (check one below)**
☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
 No known

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

Buyer's Acknowledgment (Initial applicable lines)


c.   **BUYER HAS RECEIVED COPIES OF ALL INFORMATION LISTED ABOVE**

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

e.   **BUYER HAS: (Check one below)**

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

Licensee's Acknowledgment: (initial)

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

Certification of Accuracy

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

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

K. Blake, Executor
dotloop verified
05/15/25 8:42 AM CDT
TMTI-HE57-MHK3-ZBK8
SELLER **DATE**

BUYER **DATE**

Robert Jackson, Executor
dotloop verified
05/20/25 1:21 PM CDT
UEJK-UI3W-PZGX-ZJ2P
SELLER **DATE**

BUYER **DATE**

Cambridge Cates
dotloop verified
05/21/25 2:10 PM CDT
FCWL-FVOW-YNAF-EHRR
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. January 2025.



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

SELLER (Indicate Marital Status): Jackson Family Trust Dated 05/23/2000

PROPERTY: 5322 Southeast Riverside Terrace, Saint Joseph, MO 64507

1. NOTICE TO SELLER.

Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any material defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in civil liability for damages. Non-occupant SELLERS are not relieved of this obligation. This disclosure statement is designed to assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this information. If residential dwelling on Property was built prior to 1978, SELLER is required to complete the federally mandated Lead Based Paint Disclosure Addendum.

2. NOTICE TO BUYER.

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

3. OCCUPANCY.

Approximate age of Property? 152 years How long have you owned? Parents bought it 1967
Does SELLER currently occupy the Property? Yes ☐ No ☒
If "No", how long has it been since SELLER occupied the Property? 50 years years/months

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

4. TYPE OF CONSTRUCTION. ☐ Conventional/Wood Frame ☐ Modular ☐ Manufactured
☐ Mobile ☐ Other Brick

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

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

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

documentation: There is fencing which has been there since the purchase of the property.

Acreage has trees. Not aware of whether there are dead or diseased trees...but possibly.

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SELLER SELLER BUYER BUYER

6. ROOF.

- a. Approximate Age: 3 years ☐ Unknown Type: _____ Yes ☐ No ☒
- b. Have there been any problems with the roof, flashing or rain gutters? Yes ☐ No ☒
If "Yes", what was the date of the occurrence? _____
- 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? _____ layers or ☒ Unknown.

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

I don't know of any issues with the roof but it was replaced 3 years ago.

7. INFESTATION. ARE YOU AWARE OF:

- a. Any termites or other wood destroying insects on the Property? Yes ☐ No ☒
- b. Any other pests including rodents, bats or other nuisance wildlife? Yes ☐ No ☒
- c. Any damage to the Property by wood destroying insects or **other** pests? Yes ☐ No ☒
- d. 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 _____
- e. 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 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.

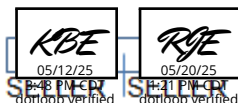
If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation:

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 piercing 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 windows or exterior doors? Yes ☐ No ☒
- g. Any problems with driveways, patios, decks, fences or retaining walls on the Property? Yes ☐ No ☒
- h. Any problems with fireplace including, but not limited to firebox, chimney, chimney cap and/or gas line? N/A ☐ Yes ☐ No ☒
Date of any repairs, inspection(s) or cleaning? _____
Date of last use? _____
- i. Does the Property have a sump pump? Yes ☒ No ☐
If "Yes", location: _____
- j. Any repairs or other attempts to control the cause or effect of any problem described above? Yes ☐ No ☒

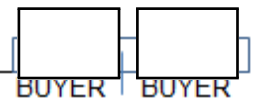
If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation:

A recent water leak in the kitchen with the ice maker hose. The leak resulted in removal of carpet in the hallway & game room next to the kitchen. I remember something about a sump pump in the basement but I don't remember it being used.



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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: _____
- b. If "Yes", were all necessary permits and approvals obtained, and was all work in compliance with building codes? N/A ☐ Yes ☐ No ☐
If "No", explain in detail: _____

10. PLUMBING RELATED ITEMS.

- a. What is the drinking water source? ☒ Public ☐ Private ☐ Well ☐ Cistern ☐ Other: _____
If well water, state type _____ depth _____ diameter _____ age _____
- b. If the drinking water source is a well, has water been tested for safety? N/A ☐ Yes ☐ No ☐
If "Yes", when was the water last checked for safety? _____ (attach test results)
- c. Is there a water softener on the Property? Yes ☐ No ☒
If "Yes", is it: ☐ Leased ☐ Owned?
- d. Is there a water 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, Number of Tanks _____ ? ☐ Cesspool ☐ Lagoon ☐ Other _____
- f. Approximate location of septic tank and/or absorption field: _____ Southwest of the driveway
- g. The location of the sewer line clean out trap is: _____ ?
- h. Is there a sewage pump on the septic system? N/A ☐ Yes ☐ No ☐
- i. Is there a grinder pump system? Yes ☐ No ☐
- j. If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? _____ By whom? _____
- k. 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: _____
- l. Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage related systems? Yes ☐ No ☒
- m. Type of plumbing material currently used in the Property:
☐ Copper ☐ Galvanized ☐ PVC ☐ PEX ☐ Other _____
The location of the main water shut-off is: _____
- n. Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? N/A ☐ Yes ☐ No ☐



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

 05/12/25
SELLER
dotloop verified

 05/20/25
SELLER
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BUYER BUYER

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. ☐ ☐ ☐ ☐ ☐ ☐
2. ☐ ☐ ☐ ☐ ☐ ☐
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. ☐ ☐ ☐ ☐ ☐ ☐
2. ☐ ☐ ☐ ☐ ☐ ☐
c. Are there rooms without heat or air conditioning? Yes ☐ No ☒
If "Yes", which room(s)? _____
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. ☐ ☐ ☐ ☐ ☐ ☐
2. ☐ ☐ ☐ ☐ ☐ ☐
e. Are you aware of any problems regarding these items? Yes ☐ No ☒
If "Yes", explain in detail: _____

12. ELECTRICAL SYSTEM.



- a. Type of material used: ☒ Copper ☐ Aluminum ☐ Unknown
b. Type of electrical panel(s): ☒ Breaker ☐ Fuse
Location of electrical panel(s): _____
Size of electrical panel(s) (total amps), if known: _____
c. Are you aware of any problem with the electrical system? Yes ☐ No ☒
If "Yes", explain in detail: _____

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 for radon on the Property? Yes ☐ No ☒
g. Any professional mitigation system for radon on the Property? Yes ☐ No ☒
h. Any professional testing/mitigation for mold on the Property? Yes ☐ No ☒
i. Any other environmental issues? Yes ☐ No ☒
j. Any controlled substances ever manufactured on the Property? Yes ☐ No ☒
k. 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:

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 05/20/25
dotloop verified dotloop verified

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BUYER BUYER

14. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:

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

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

- n. The Property being subject to a secondary Master Community Homeowners Association fee?... Yes ☐ No ☒

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

Just outside of the city limits

15. PREVIOUS INSPECTION REPORTS.

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

16. OTHER MATTERS. ARE YOU AWARE OF:

- a. Any of the following?
☐ Party walls ☐ Common areas ☐ Easement Driveways Yes ☐ No ☒
- b. Any fire damage to the Property? Yes ☒ No ☐
- c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? Yes ☐ No ☒
- d. Any violations of laws or regulations affecting the Property? Yes ☐ No ☒
- e. Any other conditions that may materially affect the value or desirability of the Property? Yes ☐ No ☒
- f. Any other condition, including but not limited to financial, that may prevent you from completing the sale of the Property? Yes ☐ No ☒
- g. Any animals or pets residing in the Property during your ownership? Yes ☒ No ☐
- h. Any general stains or pet stains to the carpet, the flooring or sub-flooring? Yes ☒ No ☐
- i. Missing keys for any exterior doors, including garage doors to the Property? Yes ☐ No ☒
List locks without keys _____
- j. Any violations of zoning, setbacks or restrictions, or non-conforming uses? Yes ☐ No ☒
- k. Any unrecorded interests affecting the Property? Yes ☐ No ☒

KBE
05/12/25
3:48 PM CDT
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RJE
05/20/25
1:21 PM CDT
dotloop verified

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

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

A fire destroyed a shed 40 years ago. New 3 car garage built. Parents owned a dog. Some urination spots but the carpet was removed. I remember Dad having some type of insulation done.

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

| | | | |
|------------------------|---------------------------|---------|--------------|
| Electric Company Name: | Everyy | Phone # | 888-471-5275 |
| Gas Company Name: | Berwick Oil Co | Phone # | 785-284-2227 |
| Water Company Name: | Mo American Water Company | Phone # | 816-233-6059 |
| Trash Company Name: | | Phone # | |
| Other: | | Phone # | |
| Other: | | Phone # | |

18. ELECTRONIC SYSTEMS AND COMPONENTS.



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

Upon Closing SELLER will provide BUYER with codes and passwords, or items will be reset to factory settings.

19. 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 1b and 1c of the Contract supersede the Seller's Disclosure and the pre-printed list in Paragraph 1 of the Contract. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller's Disclosure and the pre-printed list govern what is or is not included in this sale. If there are differences between the Seller's Disclosure and the Paragraph 1 list, the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the "Additional Inclusions" and/or the "Exclusions" in Paragraph 1b and/or 1c, all existing improvements on the Property (if any) 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:

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

 05/12/25
 05/20/25
dotloop verified dotloop verified

Initials

Initials

 
BUYER BUYER

324 **Fill in all blanks using one of the abbreviations listed below.**

325 **“OS” = Operating and Staying with the Property (any item that is performing its intended function).**

326 **“EX” = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable Condition.**

327 **“NA” = Not applicable (any item not present).**

328 **“NS” = Not staying with the Property (item should be identified as “NS” below.)**

329

330

331

332 NA Air Conditioning Window Units, # _____

333 OS Air Conditioning Central System _____

334 NA Attic Fan _____

335 OS Ceiling Fan(s), # 2

336 NA Central Vac and Attachments _____

337 NA Closet Systems, Location _____

338 NA Camera-Surveillance Equipment _____

339 NA Doorbell _____

340 NA Electric Air Cleaner or Purifier _____

341 NA Electric Car Charging Equipment _____

342 OS Exhaust Fan(s) – Baths _____

343 NA Fences – Invisible & Controls _____

344 NA Fireplace(s), # 3

345 Location #1 KITCHEN Location #2 LIVING ROOM

346 YES Chimney YES Chimney

347 Gas Logs Gas Logs

348 Gas Starter Gas Starter

349 Heat Re-circulator Heat Re-circulator

350 Insert Insert

351 YES Wood Burning YES Wood Burning

352 Other Other

353 NA Fountain(s) _____

354 OS Furnace/Heat Pump/Other Heating System _____

355 NA Garage Door Keyless Entry _____

356 OS Garage Door Opener(s), # 2

357 Garage Door Transmitter(s), # _____

358 NA Generator _____

359 NA Humidifier _____

360 NA Intercom _____

361 NA Jetted Tub _____

362 **KITCHEN APPLIANCES**

363 **Cooking Unit**

364 OS Stove/Range _____

365 YES Elec. Gas Convection

366 Built-in Oven _____

367 Elec. Gas Convection

368 Cooktop Elec. Gas

369 Microwave Oven _____

370 OS Dishwasher _____

371 Disposal _____

372 NA Freezer _____

373 Location _____

374 NA Refrigerator (#1) _____

375 Location _____

376 Refrigerator (#2) _____

377 Location _____

378 Trash Compactor _____

NS Laundry - Washer _____

NS Laundry - Dryer _____

 Elec. Gas

MOUNTED Entertainment Equipment

NA TV, Location _____

NA TV, Location _____

NA TV, Location _____

NA TV, Location _____

NA Speakers, Location _____

NA Speakers, Location _____

 Other/Location _____

 Other/Location _____

 Other/Location _____

 Other/ Location _____

NA Outside Cooking Unit _____

YES Propane Tank _____

 Owned YES Leased

NA Security System _____

 Owned Leased

? Smoke/Fire Detector(s), # 4?

OS Shed(s), # 1

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) _____

NA Statuary/Yard Art _____

NA Swing set/Playset _____

? Sump Pump(s), # 1

YES Swimming Pool (Swimming Pool Rider Attached) _____

 Swimming Pool Heater _____

 Swimming Pool Equipment _____

NA TV Antenna/Receiver/Satellite Dish _____

 Owned Leased

OS Water Heater(s) _____

NA Water Softener and/or Purifier _____

 Owned Leased

NA Wood Burning Stove _____

NA Yard Light _____

 Elec. Gas

NA Boat Dock, ID# _____

 Other _____

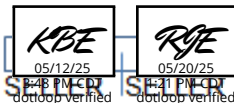
 Other _____

 Other _____

 Other _____

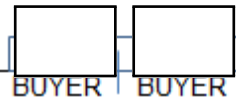
 Other _____

 Other _____



Initials

Initials



Disclose any material information and describe any significant repairs, improvements or alterations to the Property not fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports, invoices, notices or other documents describing or referring to the matters revealed herein:
The swimming pool leaks and needs attention. I don't think the garbage disposal works. There was a trash compactor in the kitchen but I'm not sure if it's still there or not.

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

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

Kitt Blake, Executor
dotloop verified
05/12/25 3:48 PM CDT
MKLZ-N2YH-MMR5-Z65Z
SELLER DATE

Robert Jackson, Executor
dotloop verified
05/20/25 1:21 PM CDT
WMWQ-9QMG-RTFR-60T2
SELLER DATE

BUYER ACKNOWLEDGEMENT AND AGREEMENT

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

BUYER DATE

BUYER DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for 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 September 2024. All previous versions of this document may no longer be valid. Copyright January 2025.

Real Estate Sale Contract
(Auction-Approved by Legal Counsel)

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

Jackson Family Trust Dated 05/23/2000 (herein "Seller", jointly and severally, if more than one)
and

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

1. **Property Information Package.**

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

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

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

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

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

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

5322 SE Riverside Terrace, St. Joseph, MO 64507

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

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

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

payable in the following manner:

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

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

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

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

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

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

- v) 100% of Auctioneer's fee/commission and, if any, all unpaid advertising and marketing expenses for the Auction.
 - d) All other reasonable and customary costs and expenses of closing, if any, shall be paid and discharged by Buyer.
 - e) Possession of the Subject Property shall be delivered to Buyer immediately after disbursement of funding, together with keys to the improvements on the Subject Property, subject to any leases, tenancies and the Permitted Exceptions.
 - f) In the event Seller has performed Seller's obligations hereunder as of and through the Closing Date but Buyer fails to close and consummate hereunder (unless Buyer's closing and consummation obligations are relieved or suspended under the provisions of this Contract), the parties acknowledge that Seller shall suffer damage which is difficult if not impossible to ascertain. Therefore, in the event Seller has performed Seller's obligations hereunder as of and through the Closing Date but Buyer fails to close and consummate hereunder when Buyer is required to do so, this Contract shall be automatically terminated whereupon Buyer agrees to pay Seller and Auctioneer (as provided above) **liquidated damages in the amount of the entire Earnest Money Deposit, in lieu of all other damages and in lieu of any specific performance remedies which Seller might otherwise have against Buyer.**
16. **Real Estate Commissions.** Seller shall pay all, if any, realtors' and brokers' commissions payable to Auctioneer, by virtue of any transaction mentioned in this instrument, all pursuant to separate agreement between Seller and Auctioneer.
17. **Time of Essence.** Seller specifically declares to Buyer that closing and consummation hereunder no later than the Closing Date is of the essence to Seller.
18. **Attorney's Fees.** If Seller shall institute (or be joined as a party) in any action or proceeding (including arbitration proceedings) due to the performance, non-performance, mis-performance, breach or default under this Contract, then, if Seller prevails in such action or proceeding, Seller shall be entitled to recover from Buyer all of Seller's reasonable attorney's fees, court costs and investigative expenses.
19. **Notices.** All notices required or permitted to be given pursuant to this instrument, in order to be effective, must be mailed, if to Seller, at:
- _____
(Seller's Notice Address), or to such other substitute address as may be hereafter specified to Buyer by notice given pursuant hereto and, if to Buyer, at:
- _____
(Buyer's Notice Address), or to such other substitute address as may be hereafter specified to Seller by notice given pursuant hereto.
- Said notices shall be transmitted by Certified United States mail addressed to the other party's Notice Address specified above. If either party shall so mail any notice to the other party's Notice Address specified above, such notice shall be conclusively deemed given on the second regular postal day next following the date of mailing.
20. **Severability.** If any provision of this instrument or any term, paragraph, sentence, clause, phrase or word appearing herein be judicially or administratively held invalid or unenforceable for any reason, such holding shall not be deemed to affect, alter, modify or impair in any manner any other provision, term, paragraph, sentence, clause, phrase or word appearing herein.
21. **Successors and Assigns.** All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors and assigns; it being understood and agreed, however, that Buyer shall have neither the right nor the power to delegate said party's duties or assign said party's rights hereunder without the express written consent of the other party, which consent may be withheld for any or no reason whatsoever.
22. **Governing Law.** This Contract shall be deemed made within the state of Missouri and the laws of such state shall govern the interpretation and construction hereof.

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

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

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

UNLESS YOU FULLY UNDERSTAND THIS DOCUMENT.

| | | | |
|---------------|-------|--------------|-------|
| _____ | _____ | _____ | _____ |
| | Date | | Date |
| _____ | _____ | _____ | _____ |
| | Date | | Date |
| Seller | | Buyer | |

Property Information Package
(attached)

Other Agency Relationships

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

This brokerage authorizes the following relationships:

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

Broker or Entity Name and Address

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

MISSOURI BROKER DISCLOSURE FORM



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

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

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

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

CHOICES AVAILABLE TO YOU IN MISSOURI

Seller's or Landlord's Limited Agent

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

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

Buyer's or Tenant's Limited Agent

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

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

Sub-Agent (Agent of the Agent)

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

Disclosed Dual Agent

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

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

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

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

Designated Agent

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

There are two exceptions with both resulting in dual agency:

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

Transaction Broker

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

A transaction broker is responsible for performing the following:

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

A transaction broker shall not disclose:

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

A transaction broker has no duty to:

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

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

REGISTRATION:

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

ONLINE BIDDING:

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

BUYER'S PREMIUM:

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

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

FINANCING:

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

CONTRACT SIGNING:

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

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

EARNEST MONEY DEPOSIT:

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

CLOSING:

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

EVIDENCE OF TITLE:

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

REAL ESTATE TAXES & ASSESSMENTS:

2024 taxes are to be prorated as of the closing date.

EASEMENTS AND LEASES:

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

AGENCY:

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

BROKER PARTICIPATION:

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

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

DISCLAIMERS AND ABSENCE OF WARRANTIES:

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

We hope you enjoy bidding in this online auction!



CATES AUCTION REAL ESTATE COMPANY

BROKER PARTICIPATION AGREEMENT

Property Address _____ Auction End Date _____

[TO SIGN ELECTRONICALLY CLICK HERE](#)

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

Requirements to earn shared commission percentage:

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

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

NO EXCEPTIONS TO THIS PROCEDURE WILL BE ACCEPTED.

Broker Name: _____

Agent Name: _____

Company: _____

Agent Signature: _____

Address: _____

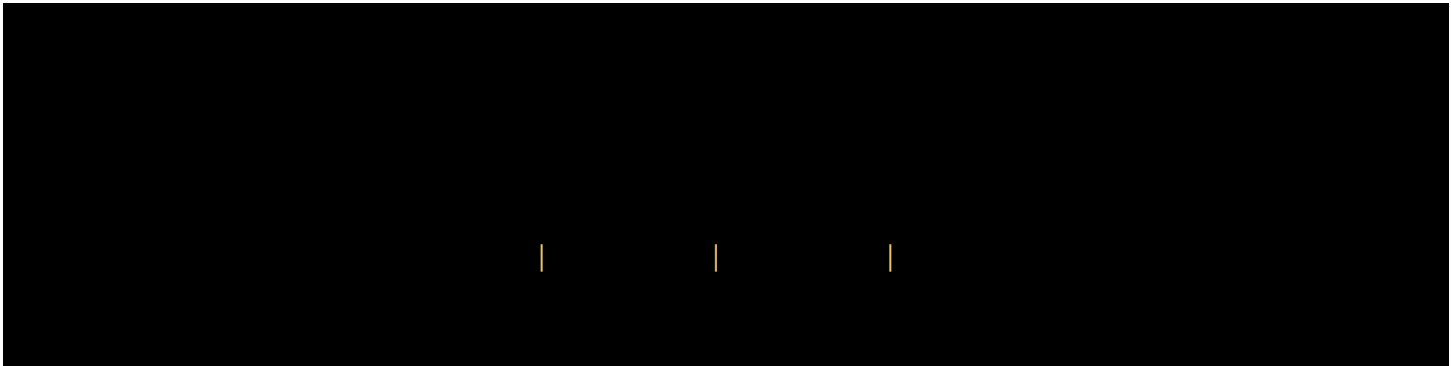
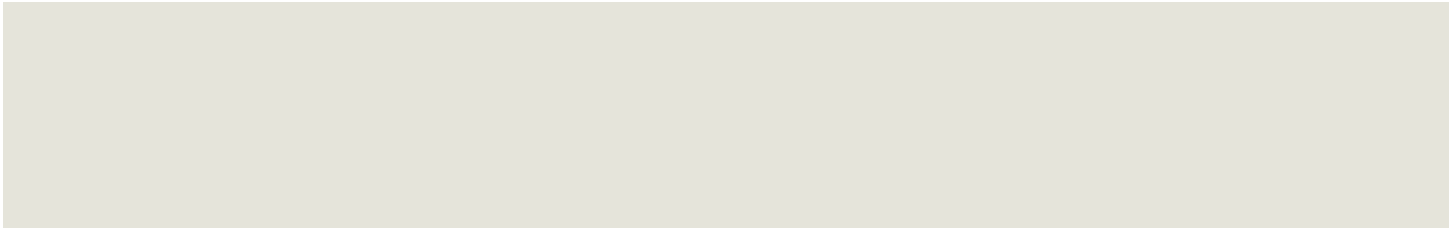
Agent Telephone: _____

Telephone: _____

Buyer Name: _____

Email: _____

Buyer Address: _____



PREVIEW DATES

AUCTION ENDS



CATES AUCTION
REAL ESTATE COMPANY

CatesAuction.com

ABOUT THE PROPERTY



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