



IN ITS PRESENT CONDITION ADDENDUM

SELLER: EP Properties III, LLC.

BUYER:

PROPERTY: 102 104 W. 4th St., Kearney, MO 64060

This addendum modifies the Inspections section of the Contract. The Property is being sold in its present condition, which includes all latent and patent defects and conditions. Except as herein expressly stated, SELLER makes no warranty, expressed or implied, including, without limitation, any implied warranty of merchantability or fitness for any particular purpose.

- ☐ 1. BUYER is entitled to conduct inspections as outlined in the Inspections Paragraph of the Contract. SELLER will make no repairs and/or treatments. BUYER will have the right to cancel the Contract, during the Inspection Period, if the results of the inspections are unsatisfactory. BUYER waives any right to renegotiate. There is no Inspection Renegotiation Period pursuant to the inspection provisions in the Contract.
- ☐ 2. BUYER is entitled to conduct inspections for informational purposes ONLY. SELLER will make no repairs and/or treatments. BUYER waives any right to cancel the Contract pursuant to the inspection provisions in the Contract. BUYER waives any right to renegotiate. There is no Inspection Renegotiation Period pursuant to the inspection provisions in the Contract.
- ☒ 3. BUYER waives any right to conduct inspections as outlined in the Inspections Paragraph of the Contract. SELLER will make no repairs and/or treatments. BUYER waives any right to cancel or renegotiate pursuant to the inspection provisions in the Contract.

It is understood by all parties that the sale of the Property in its present condition does not relieve the SELLER of the obligation to disclose all material facts of which SELLER has knowledge relating to the condition of the Property.

BUYER is advised that various professional inspection are available and advisable. BUYER's waiver of any right to inspection is the BUYER'S decision alone. All Parties indemnify and hold harmless SELLER, BROKER, and BROKER'S affiliated licensees, agents and employees from any liability or obligation resulting from or in connection with this decision.

SELLER understands and agrees that the Property will be delivered to the BUYER in the same condition and state of repair as at the time of agreement and SELLER is still responsible to care for the Property through the Possession Date as outlined in the Condition, Maintenance and Inspections of the Property section of the Residential Real Estate Sale Contract.

DocuSigned by:

Brad Carlson

5/23/2023

SELLER: EP Properties III, LLC.

DATE

BUYER

DATE

SELLER

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 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 August 2022. All previous versions of this document may no longer be valid. Copyright January 2023.