

IN ITS PRESENT CONDITION ADDENDUM



SELLER: Swick Guth Inc

BUYER: _____

PROPERTY ADDRESS: 412 N Chestnut St

CITY, STATE & ZIP: McPherson KS 67460 MLS# _____

This addendum is hereby made part of the original **CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE** between BUYER and SELLER to purchase and sell the aforementioned property.

It is understood by all parties that the sale of the Property in its present condition does not relieve the SELLER or licensees of the obligation to disclosure all material facts of which SELLER and/or licensees have knowledge related to the condition of the Property.

There is no imputed knowledge between the SELLER and licensees.

Notwithstanding any other terms 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.

Both parties shall initial **one (1)** agreed upon provision from the following:

- 1. • BUYER is entitled to conduct inspections as outlined in the Contract, Sections #24 and #25.
 - BUYER has the right to ask for repairs.
 - SELLER may deny any requests for repairs.
 - BUYER understands SELLER has expressed intent to make no repairs. However, per the Wood Destroying Insects inspection paragraph of the Contract, SELLER agrees to pay to have the Property treated for wood destroying insects, if inspection reveals evidence of infestation.
 - BUYER will have the right to cancel the Contract if the results of the inspections are unsatisfactory.

SELLER's Initials _____ BUYER's Initials _____

- 2. • BUYER is entitled to conduct inspections as outlined in the Contract.
 - SELLER will make no repairs and/or treatments.
 - BUYER will have the right to cancel the Contract if the results of the inspections are unsatisfactory.
 - BUYER waives any right to renegotiate pursuant to the inspection provisions in the Contract.

SELLER's Initials DS BUYER's Initials _____

- 3. • BUYER waives any right to conduct inspections as outlined in 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.

SELLER's Initials _____ BUYER's Initials _____

Authentication
David Swick 06/28/2022

SELLER **David Swick (President)** DATE BUYER DATE

SELLER DATE BUYER DATE

Approved by Legal Counsel of Mid-Kansas Multiple Listing Service, Inc. and Prairie Land REALTORS®, Inc. 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 laws, customs, and practices and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised April 2021.