



THIS IS A LEGALLY BINDING AGREEMENT, IF NOT UNDERSTOOD, SEEK LEGAL ADVICE
The REALTOR® negotiating this agreement is a member of the Nebraska REALTORS® Association
And as such is governed by its Code of Ethics and Rules and Regulations.

EXCLUSIVE LISTING AGREEMENT



appoint(s) Cobb Realty, Inc (REALTOR®) as Seller's exclusive agent for the purposes and under the terms set forth below,
with my specified limited Seller's Agent to be B. Victor and Phyllis Burge (Seller)
Lorrie Friesen Seller also appoints _____

such other affiliated licensees of REALTOR® as may be assigned by REALTOR®, in writing, if needed, as Seller's exclusive, limited Seller's Agents. The Agents named in this paragraph and the Seller's Agents who may be appointed by the Broker for REALTOR® are collectively referred to in this Listing Agreement as Seller's Agents.

1. Purpose of Agency. The purpose of this sole and exclusive right to sell agency contract (Listing) is to engage the efforts of REALTOR® to accomplish the sale of the real property legally described as (please print clearly): Lot 4 BLK 1 Williams 4th sub 1 ---16 STR Ogallala, NE 69153

also known as _____ (Street Address) 107 Wagon Trail, Ogallala, NE 69152 (City) _____ (State) _____ (Zip) _____ (Property).

2. Effect of this Listing. By appointing REALTOR® as Seller's exclusive agent, Seller agrees to conduct all negotiations for the sale of the Property through REALTOR® and refer to REALTOR® all inquiries as received in any form from any source during the term of this Agreement.

3. Duties and Obligations of a Seller's Agent. A REALTOR® representing a Seller as a Seller's Agent shall be a limited agent with the following duties and obligations:

- (a) To perform the terms of any written agreement made with the client;
- (b) To exercise reasonable skill and care for the client;
- (c) To promote the interest of Seller with the utmost good faith, loyalty and fidelity including:
 - (i) Seeking the price and terms which are acceptable to Seller except that REALTOR® shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for sale or to seek additional offers to lease the Property while the Property is subject to a lease or letter of intent to lease.
 - (ii) Presenting all written offers to Seller in a timely manner regardless of whether the Property is subject to a contract for sale or lease or letter of intent to lease;
 - (iii) Disclosing in writing to Seller all adverse material facts actually known by REALTOR®; and
 - (iv) Advising Seller to obtain expert advice as to material matters of that which REALTOR® knows but the specifics of which are beyond the expertise of REALTOR®;
- (d) To account in a timely manner for all money and property received;
- (e) To comply with all requirements of Neb. Rev. Stat. Sections 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules and regulations promulgated pursuant to such sections or act; and
- (f) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.

4. Duties and Obligations of Buyer's Agent. A REALTOR® representing a Buyer as Buyer's Agent shall be a limited agent with the following duties and obligations:

- (a) To perform the terms of any written agreement made with the client;
- (b) To exercise reasonable skill and care for the client;
- (c) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
 - (i) Seeking a price and terms which are acceptable to the client, except that the REALTOR® shall not be obligated to seek other properties while the client is a party to a contract to purchase property or to a lease or letter of intent to lease;
 - (ii) Presenting all written offers to and from the client in a timely manner regardless of whether the client is already a party to a contract to purchase property or is already a party to a contract or a letter of intent to lease;
 - (iii) Disclosing in writing to the client adverse material facts actually known by the REALTOR®; and
 - (iv) Advising the client to obtain expert advice as to material matters about which the REALTOR® knows but the specifics of which are beyond the expertise of the REALTOR®;
- (d) To account in a timely manner for all money and property received;
- (e) To comply with all requirements of Neb. Rev. Stat. Sections 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules and regulations promulgated pursuant to such sections or act; and
- (f) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.

5. Confidential Information. A REALTOR® acting as a Buyer's Agent or a Seller's Agent, shall not disclose any confidential information about the Client without the Client's written permission unless disclosure is required by statute, rule, or regulation, or failure to disclose the information would constitute fraudulent misrepresentation. No cause of action shall arise against a REALTOR® acting as a Buyer's Agent or as a Seller's Agent for making any required or permitted disclosure. Confidential information shall mean information made confidential by statute, rule, regulation, or written instructions from the client unless the information is made public or becomes public by the words or conduct of the client to whom the information pertains or from a source other than the licensee.

6. Disclosure of Motivating Factors. Seller authorizes the disclosure of motivating factors unless initialed here (Seller's initials _____).

7. The Listing Period. This Agreement shall begin August 20, 2021, and shall continue through Jan 30, 2022.

8. Price and Terms. The listing price for the property shall be \$235,000.00 on the following terms: cash or other terms acceptable to Seller. The price and terms shall include all attached fixtures. The following personal property is also included Stove, Refrigerator, dishwasher, and microwave, Leased water softener.

9. Title. Seller represents to REALTOR® that marketable title to the Property is solely in Seller's name. Seller shall deliver to REALTOR® upon request, copies of all relevant title materials. Seller represents that there are no known encroachments affecting this Property, except (If none, state "None"):

None

Seller agrees to convey a marketable title to Buyer, evidences by policy of title insurance.

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Serial#: 060194-900162-9218368

Prepared by: Nicole Walburn | Cobb Realty Inc. | nicolew@megavision.com | 3082892209

Seller Initials: _____ / _____ Date: _____



10. **Possession.** Possession of the Property shall be delivered to Buyer on _____ at closing.
11. **Material Defects and Indemnification.** Seller represents that to the best of Seller's knowledge, there are no termites or wood destroying insects or damage therefrom in the building(s) on the real estate. Seller further states that all oral representations made to the REALTOR® (Listing Company) are accurate and that there are no latent (non-apparent) defects in the Property of which Seller is aware except as may be more fully set forth in the Seller Property Condition Disclosure Statement completed pursuant to the provisions of Neb. Rev. Stat 76-2, 120. Seller agrees to indemnify and hold harmless REALTOR® (Listing Company) and any subagents, from any claim that may be made against the Listing Company or subagents by reason of the Seller having breached the terms of this paragraph. In addition, Seller agrees to pay attorney fees and associated costs reasonably incurred by REALTOR® to enforce this indemnity. Seller agrees that any defects of a material nature (including but not limited to, structural defects, soil conditions, violations of health, zoning or building laws, and nonconforming uses or zoning variances) actually known by REALTOR® must be disclosed by REALTOR® to any prospective Buyer.
12. **Compensation of REALTOR®.** in consideration of services to be performed for Seller by REALTOR® a fee of _____ 0 plus _____ 6 percent of the gross sale price of the property shall be payable to REALTOR® upon the happening of any of the following:
- (a) If, during the term of the Listing, Seller, REALTOR® or any other person:
 - (i) sells the Property; or
 - (ii) finds a Buyer who is ready, willing and able to purchase the Property at the above price and terms or for any other price and terms to which Seller agrees to accept; or
 - (iii) finds a Buyer who is granted an option to purchase or enters into a lease with option of purchase and the option is subsequently exercised; or
 - (b) If this agreement is revoked or violated by Seller; or
 - (c) If REALTOR® is prevented in closing the Sale of this Property by existing claims, liens, judgments, or suits pending against this Property, or Seller thereof; or
 - (d) If REALTOR® is unfairly hindered by Seller in showing or attempting to sell this Property; or
 - (e) If within _____ 60 days after the expiration of this Listing Agreement, Seller sells this Property to any person found during the term of this listing, or due to REALTOR®'s efforts or advertising, under this Listing Agreement, unless this Property is listed with another REALTOR®.

Upon closing of sale for which the REALTOR® earns compensation under this paragraph or the closing of any sale within the listing period set forth in paragraph 7, Seller hereby irrevocably authorizes and directs REALTOR® (if closing is handled by REALTOR®) or Escrow Agent (if closing is handled by Escrow Agent) to pay REALTOR® the commission due as set forth in this agreement from the Seller's proceeds of the sale. Seller gives to REALTOR® an assignment of proceeds to the extent of the commission due. Seller agrees that the closing of a contract for sale of the Property executed during the listing period is prima facie evidence that REALTOR® is due compensation under the terms of this agreement. If there is a good faith dispute between these parties with regard to purchase price, then the compensation shall be based on the list price set forth in paragraph 8. Any sums unpaid shall carry 18 percent interest from the date due until paid.

13. **Limitation on REALTOR® Compensation.** REALTOR® shall not accept compensation from the Buyer, Buyer's Agent, or any entity participating in, or providing services for, the sale without written disclosure to Seller.

14. **Cooperating with other REALTORS®.** REALTOR® may accept the assistance and cooperation of other brokers who will be acting as subagents of the Seller or as agent for a Buyer. **Seller agrees to allow REALTOR® to share his/her compensation with subagents of the Seller or agents representing the Buyer (Buyer's Agent).** REALTOR® may pay up to _____ percent of its variable compensation to a broker acting for a buyer. If REALTOR® participates in a local multiple listing service, REALTOR® shall submit the Property to such listing service.

15. **Dual Agency Disclosure.** Seller understands that REALTOR® currently serves as the agent for both Sellers and Buyers for the purpose of sale of real property, and Seller is aware that REALTOR® may be the agent for a Buyer of property listed by Seller. If Buyer becomes interested in a property listed with REALTOR®, REALTOR® shall immediately notify Seller that REALTOR® is serving as the agent of the Buyer of the property. Seller consents that REALTOR® may act as a Dual Agent in the sale of the listed property. If REALTOR® serves as a Dual Agent, REALTOR® shall make no representations to Seller of the price Buyer is willing to pay for the property except as set forth in the Purchase Agreement submitted by Buyer, nor any representation to Buyer of the price Seller is willing to accept for the property except as set forth in the Listing Agreement. REALTOR® shall not make any other representations to Seller that would violate REALTOR®'s agency relationship with Buyer, nor any representations to Buyer that would violate REALTOR®'s agency relationship with Seller. Seller acknowledges that if a Dual Agency exists, the ability of REALTOR® to represent either party fully and exclusively is limited. If a Dual Agency situation develops, Seller agrees to sign a Consent to Dual Agency. Except for limitations on disclosure of confidential information discussed in paragraph 5, a dual agent has the same duties and responsibilities of a limited agent to a Buyer as stated in paragraph 4 and to a Seller as stated in paragraph 3.

16. **Open Houses by Buyer's Agents.** Seller (seller's initials one) [_____] does or [_____] does not agree to having a Buyer's agent conduct an open house for the property.

17. **Forfeiture of Earnest Money.** In the event of forfeiture of earnest money made by a prospective Buyer, the moneys received, after expenses incurred by REALTOR®, shall be divided between REALTOR® and Seller, one-half thereof to REALTOR® but not to exceed the commission agreed upon herein, and the balance to Seller.

18. **Cost of Services.** REALTOR® shall bear all expenses incurred by REALTOR®, if any, to market the Property and to compensate cooperating brokers, if any. REALTOR® will not obtain or order any products or services to be paid by Seller unless Seller agrees. REALTOR® shall not be obligated to advance funds for the benefit of Seller.

19. **Maintenance of the Property.** Seller agrees to maintain, until the delivery of possession, the heating, air conditioning, water heater, sewer, plumbing and electrical systems and any built-in appliances in good and reasonable working condition. Seller agrees to maintain the lawn and promptly remove snow from sidewalks and driveways during the listing period. Seller further agrees to hold REALTOR® harmless from any and all causes of action, loss, damage, or expenses REALTOR® may be subjected to arising in connection with Seller's breach of this section. Seller also agrees that REALTOR® shall not be responsible for maintenance of the Property.

20. **Responsibility of Insurance & Risk of Loss:** Seller shall insure the property for fire, wind, hail, explosion, water or any other cause at no less than purchase price until closing. Risk of loss or damage to Property, prior to closing, shall be the responsibility of Seller. If, prior to closing, the structure on the Property is materially damaged; Seller shall immediately notify the insurance company and have the loss assessed. Seller shall notify Buyer in writing of the damage. Seller shall cooperate with the Buyer regarding the insurance settlement or restoration of the structures.

21. **Nondiscrimination.** Seller and REALTOR® agree not to discriminate against any prospective Buyer because of Buyer's race, color, sex, religion, familial status, handicap, or national origin.

22. **Escrow Closing.** Seller agrees the closing of any sale made by REALTOR® may be handled by an Escrow Agent at a fee not to exceed \$ _____.

23. **Compliance with Law.** Seller agrees to bring the property into compliance with the law as required for the sale of the property unless otherwise lawfully delegated to the buyer in the purchase agreement, which includes installing a smoke or carbon monoxide detector if necessary.

24. **Audio and Video Recording.** If checked, the property has ☐ audio or ☐ video surveillance, security and/or recording devices. It is against Nebraska law to intercept or record any wire, electronic or oral communication.

25. **"For Sale" Sign Permitted.** Seller gives permission to REALTOR® to place a "For Sale" and a "Sold" sign on the Property and to use a "Lock Box".

26. **Modification of this Listing Agreement.** No modification of this Listing Agreement shall be valid unless made in writing and signed by all parties.

27. **Protection of Valuables.** REALTOR® is not responsible for items which are lost or stolen during showings. Seller is responsible for placing all valuables in a safe and concealed location when preparing the Property for showings.

28. Authorization of Advertising and Release of Photographic Information. REALTOR® and its agents may advertise/market the property in any media, including radio, newspaper, TV, the internet, electronic media and computer information networks and may use digital, video or photographic images and/or representations of the Property (along with incidental images of personal property therein) for the purpose of advertising or sales promotion. Seller forever releases REALTOR® and its employees and agents from all claims of any kind and nature which arise out of or are connected to such use and grants REALTOR® and its employees and agents a reasonable time to remove such advertising after termination of listing or closing. Seller acknowledges that prospective buyers may photograph or video the interior or exterior of the property. Seller should put private or personal items away from view. Seller waives and releases any cause of action against the REALTOR® due to or arising out of recording or transmitting from the property.

29. Internet display of property information. Any property placed into the Multiple Listing Service may be displayed on the Internet, except as limited by the Owner in the following particulars:

- a. [if checked] ☐ Seller has advised REALTOR® that Seller does not want the listed property to be displayed on the Internet.
b. [if checked] ☐ Seller has advised REALTOR® that Seller does not want the address of the listed property displayed on the Internet.

Seller understands and acknowledges that if Seller has selected option 'a' above, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

If Internet display is allowed:

Seller ☐ shall ☐ shall not allow third parties to write comments or reviews about the listing or display a hyperlink to the comments or reviews in conjunction with the listing;

Seller ☐ shall ☐ shall not allow the display of an automated estimate of the market value of the listing or hyperlink to such estimate in conjunction with the listing.

30. Release of Information. Seller authorizes REALTOR® to obtain any information relating to utility expenses and all pertinent information regarding the present mortgage(s) or Deed(s) of Trust on this Property including existing balance, interest rate, monthly payment, balance in escrow account and pay off amount. Seller authorizes the dissemination of sales information including selling price and terms after closing of the transaction.

Seller's Loan Company _____

Loan Number _____

31. Entire Agreement. This Listing Agreement constitutes the entire agreement between the parties and any prior negotiations or agreements, whether oral or written, are not valid unless set forth in this Agreement.

32. Copies of Agreement. Seller acknowledges receipt of a copy of this agreement signed by the REALTOR® or REALTOR®'s designated agent.

33. ☐ IF CHECKED SEE ATTACHED DOCUMENT

34. Other: _____

35. Authority to Sign. Seller represents to REALTOR® that title to the Property is solely in the below-signed Seller's name(s) and that the undersigned is duly empowered and/or authorized, whether individually, on behalf of any entity or as a properly authorized fiduciary, to enter into this Listing Agreement and create a valid and binding contract, and to transfer title to the Property upon sale.

Signed this _____

Cobb Realty, Inc

(Name of REALTOR® or Firm)

319 East A St. Ogallala, NE 69153

(Address)

13082844104

(Phone)

lorrie.cobbrealty@gmail.com

(Agent's Email Address)

By Lorrie Friesen 8/18/2021

(Agent's signature) (Date)

B. Victor and Phyllis Burge

(Name of Seller(s) Typed or Printed)

B. Victor Burge 08/18/2021

(Seller Signature) (Date)

Phyllis Burge 08/18/21

(Seller Signature) (Date)

711 Highway 92 west,

(Seller(s) Address)

Lemoyne, NE 69146

(City) (State) (Zip)

308-280-0287

(Home Phone)

(Work Phone)

vbburge@lakemac.net

(Seller(s) Email Address)



NEBRASKA REAL ESTATE COM M I S I O N

SELLER PROPERTY CONDITION DISCLOSURE STATEMENT

Residential Real Property

THIS DISCLOSURE STATEMENT IS BEING COMPLETED AND DELIVERED IN ACCORDANCE WITH NEBRASKA LAW. NEBRASKA LAW REQUIRES THE SELLER TO COMPLETE THIS STATEMENT (NEB. REV. STAT. §76-2,120).

How long has the seller owned the property? _____ year(s)
Is seller currently occupying the property? (Check one) ☐ YES ☐ NO If yes, how long has the seller occupied the property? _____ year(s)
If no, has the seller ever occupied the property? (Check one) ☐ YES ☐ NO If yes, when? From _____ (year) to _____ (year)

This disclosure statement concerns the real property located at 107 Wagon Trail Dr. , Ogallala, NE 69153
in the city of _____, County of _____, State of Nebraska and legally described as:
Lot 4 BLK 1 Williams 4th sub 1 ---16 STR Ogallala, NE 69153

This statement is a disclosure of the condition of the real property known by the seller on the date on which this statement is signed. This statement is NOT a warranty of any kind by the seller or any agent representing a principal in the transaction, and should NOT be accepted as a substitute for any inspection or warranty that the purchaser may wish to obtain. Even though the information provided in this statement is NOT a warranty, the purchaser may rely on the information contained herein in deciding whether and on what terms to purchase the real property. Any agent representing a principal in the transaction may provide a copy of this statement to any other person in connection with any actual or possible sale of the real property. The information provided in this statement is the representation of the seller and NOT the representation of any agent, and is NOT intended to be part of any contract between the seller and purchaser.

Seller please note: you are required to complete this disclosure statement IN FULL. If any particular item or matter does not apply and there is no provision or space for indicating, insert "N/A" in the appropriate box. If age of items is unknown, write "UNK" on the blank provided. If the property has more than one item as listed below please put the number in the appropriate box. For example - if the home has three room air conditioners, one working, one not working, and one not included, put a "1" in each of the "Working", "Not Working", and "None/Not Included" boxes for that item, and a "3" on the line provided next to the item description to indicate total number of item. You may also provide additional explanation of any item in the comments section in PART III.

SELLER STATES THAT, TO THE BEST OF THE SELLER'S KNOWLEDGE AS OF THE DATE THIS DISCLOSURE STATEMENT IS COMPLETED AND SIGNED BY THE SELLER, THE CONDITION OF THE REAL PROPERTY IS:

PART I - If there is more than one of any item in this Part, the statement made applies to each and all of such items unless otherwise noted in the Comments section in PART III of this disclosure statement, or number separately as provided in the instructions above. If an item in this Part is not on the property, or will not be included in the sale, check only the "None/Not Included" column for that item.

Section A - Appliances	Working	Not Working	Do Not Know If Working	None / Not Included
1. Refrigerator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Clothes Dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Clothes Washer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Garbage Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Freezer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Oven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Range	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Cooktop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Microwave oven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Built-in vacuum system and equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Range ventilation systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Gas grill	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Room air conditioner (_____ number)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. TV antenna / Satellite dish	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Trash compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Section B - Electrical Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Electrical service panel capacity _____ AMP Capacity (if known) fuse _____ circuit breakers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Ceiling fan(s) (_____ number)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Garage door opener(s) (_____ number)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Garage door remote(s) (_____ number)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Garage door keypad(s) (_____ number)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Telephone wiring and jacks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Cable TV wiring and jacks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Intercom or sound system wiring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Built-in speakers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Smoke detectors (_____ number)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Fire alarm	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Carbon Monoxide Alarm (_____ number)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Room ventilation/ exhaust fan (_____ number)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. 220 volt service	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Security System <input type="checkbox"/> Owned <input type="checkbox"/> Leased <input type="checkbox"/> Central station monitoring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Have you experienced any problems with the electrical system or its components? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	If YES, explain the condition in the comments section in PART III of this disclosure statement.			

Seller's Initials BUB / AS Property Address 107 Wagon Trail, Ogallala, NE 69152 Buyer's Initials _____ / _____

Serial#: 005654-600162-6706990

Prepared by: Nicole Walburn | Cobb Realty Inc. | nicolew@megavision.com | 3082892209

Form
Simplicity

Section C - Heating and Cooling Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Air purifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Attic fan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Whole house fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Central air conditioning _____ year installed (if known)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Heating system _____ year installed (if known) Gas <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Other (specify _____)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Fireplace / Fireplace Insert	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Gas log (fireplace)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Gas starter (fireplace)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Heat pump _____ year installed (if known)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Propane Tank _____ year installed (if known) <input type="checkbox"/> Rent <input type="checkbox"/> Own	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Wood-burning stove _____ year installed (if known)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Section D - Water Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Hot tub / whirlpool	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Plumbing (water supply)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Swimming pool	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. a. Underground sprinkler system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Back-flow prevention system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Water heater _____ year installed (if known)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Water purifier _____ year installed (if known)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Water softener <input checked="" type="checkbox"/> Rent <input type="checkbox"/> Own	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Well system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Section E - Sewer Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Plumbing (water drainage)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Sump pump (discharges to _____)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Septic System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

PART II - In Sections A, B, C, and D if the answer to any item is "YES", explain the condition in the comments Section in PART III of this disclosure statement.

Section A. Structural Conditions - If there is more than one of any item listed in this Section, the statement made applies to each and all of such items unless otherwise noted in the comment section in PART III of this disclosure statement.

Section A - Structural Conditions	YES	NO	Do Not Know
1. Age of roof (if known) <u>5</u> year(s)	N / A	N / A	<input type="checkbox"/>
2. Does the roof leak?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Has the roof leaked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Is there presently damage to the roof?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Has there been water intrusion in the basement or crawl space?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Has there been any damage to the real property or any of the structures thereon due to the following occurrences including, but not limited to, wind, hail, fire, flood, wood-destroying insects, or rodents?	<input checked="" type="checkbox"/> Hail	<input type="checkbox"/>	<input type="checkbox"/>
7. Are there any structural problems with the structures on the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Is there presently damage to the chimney?	<input type="checkbox"/>	<input checked="" type="checkbox"/> P/H	<input type="checkbox"/>
9. Are there any windows which presently leak, or do any insulated windows have any broken seals?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Section A - Structural Conditions	YES	NO	Do Not Know
10. Year property was built _____ (if known)	N / A	N / A	<input type="checkbox"/>
11. Has the property experienced any moving or settling of the following:	-----	-----	-----
- Foundation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Floor	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Wall	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Sidewalk	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Patio	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Driveway	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Retaining wall	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Any room additions or structural changes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section B. Environmental Conditions - Have any of the following substances, materials, or products been on the real property? If tests have been conducted for any of the following, provide a copy of all test results, if available.

Section B - Environmental Conditions	YES	NO	Do Not Know
1. Asbestos	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Contaminated soil or water (including drinking water)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Landfill or buried materials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Lead-based paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Radon gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Toxic materials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section B - Environmental Conditions	YES	NO	Do Not Know
7. Underground fuel, chemical or other type of storage tank?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Have you been notified by the Noxious Weed Control Authority in the last 3 years of the presence of noxious weeds, as defined by Nebraska law (N.A.C. Title 25, Ch. 10), on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Hazardous substances, materials or products identified by the Environmental Protection Agency or its authorized Nebraska Designee (excluding ordinary household cleaners)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Seller's Initials BVJ Property Address

107 Wagon Trail, Ogallala, NE 69152

Buyer's Initials _____ / _____

Section C. Title Conditions - Do any of the following conditions exist with regard to the real property?

Section C - Title Conditions	YES	NO	Do Not Know
1. Any features, such as walls, fences and driveways which are shared?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Any easements, other than normal utility easements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Any encroachments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Any zoning violations, non-conforming uses, or violations of "setback" requirements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Any lot-line disputes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Have you been notified, or are you aware of, any work planned or to be performed by a utility or municipality close to the real property including, but not limited to sidewalks, streets, sewers, water, power, or gas lines?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Any planned road or street expansions, improvements, or widening adjacent to the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Any condominium, homeowners', or other type of association which has any authority over the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Any private transfer fee obligation upon sale?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section C - Title Conditions	YES	NO	Do Not Know
10. Does ownership of the property entitle the owner to use any "common area" facilities such as pools, tennis courts, walkways, or other common use areas?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Is there a common wall or walls?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Is there a party wall agreement?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Any lawsuits regarding this property during the ownership of the seller?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Any notices from any governmental or quasi-governmental agency affecting the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Any unpaid bills or claims of others for labor and/or materials furnished to or for the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Any deed restrictions or other restrictions of record affecting the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Any unsatisfied judgments against the seller?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Any dispute regarding a right of access to the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
18. Any other title conditions which might affect the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section D. Other Conditions - Do any of the following conditions exist with regard to the real property?

Section D - Other Conditions	YES	NO	Do Not Know
1. a. Are the dwelling(s) and the improvements connected to a public water system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is the system operational?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. a. Are the dwelling(s) and the improvements connected to a private, community (non-public), or Sanitary Improvement District (SID) water system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Is the system operational?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. If the dwelling(s) and the improvements are connected to a private, community (non-public) or SID water system is there adequate water supply for regular household use (i.e. showers, laundry, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. a. Are the dwelling(s) and the improvements connected to a public sewer system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is the system operational?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. a. Are the dwelling(s) and the improvements connected to a community (non-public) or SID sewer system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Is the system operational?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. a. Are the dwelling(s) and the improvements connected to a septic system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Is the system operational?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Has the main sewer line from the house ever backed up or exhibited slow drainage?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Section D - Other Conditions	YES	NO	Do Not Know
8. a. Is the real property in a flood plain?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Is the real property in a floodway?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Is trash removal service provided to the real property? If so, are the trash services <input type="checkbox"/> public <input checked="" type="checkbox"/> private	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Have the structures been mitigated for radon? If yes, when? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Is the property connected to a natural gas system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Has a pet lived on the property? Type(s) _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Are there any diseased or dead trees, or shrubs on the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Are there any flooding, drainage, or grading problems in connection to the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. a. Have you made any insurance or manufacturer claims with regard to the real property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Were all repairs related to the above claims completed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Are you aware of any problem with the exterior wall-covering of the structure including, but not limited to, siding, synthetic stucco, masonry, or other materials?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section E. Cleaning / Servicing Conditions - Have you ever performed or had performed the following? (State most recent year performed)

Section E - Cleaning / Servicing Conditions	YEAR	YES	NO	Do Not Know	None / Not Included
1. Servicing of air conditioner	2018	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Cleaning of fireplace, including chimney		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Servicing of furnace	2018	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Professional inspection of furnace A/C (HVAC) system		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Servicing of septic system		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Section E - Cleaning / Servicing Conditions	YEAR	YES	NO	Do Not Know	None / Not Included
6. Cleaning of wood-burning stove, including chimney		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Treatment for wood-destroying insects or rodents		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Tested well water		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Serviced / treated well water		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Seller's Initials DSB / JS Property Address 107 Wagon Trail, Ogallala, NE 69152Buyer's Initials /

Serial#: 023591-000162-6645207

Prepared by: Nicole Walburn | Cobb Realty Inc. | nicolew@megavision.com | 3082892209

PART III – Comments. Please reference comments on items responded to above in PART I or II, with Section letter and item number.

Note: Use additional pages if necessary.

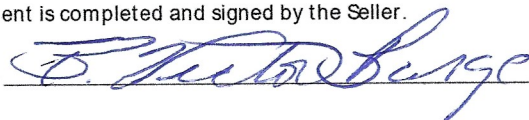
Both bathrooms and Kitchen updated 06/2007
Laundry room updated 2007
New basement windows installed 2007
New kitchen window installed 2007
New deck within last 10 yrs.
New roof sheathing, roofing, soffits, Fascia and
gutters within last 5 yrs.
New garbage disposal installed
Selling as is.

clothes Washer & Dryer NOT included
Part 2 Section A #16 Previous hail damage to roofing
and Gutters, Both replaced repairs completed 2016
Part 2 Section D #16 Lower pieces of siding on North
side need replaced.

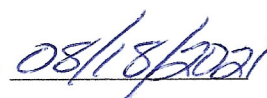
If checked here ☐ PART III is continued on a separate page(s)**SELLER'S CERTIFICATION**

Seller hereby certifies that this disclosure statement, which consists of _____ pages (including additional comment pages), has been completed by Seller; that Seller has completed this disclosure statement to the best of Seller's belief and knowledge as the date hereof, which is the date this disclosure statement is completed and signed by the Seller.

Seller's Signature



Date



Seller's Signature

Date

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT, UNDERSTANDING AND CERTIFICATION

I/We acknowledge receipt of a photocopy of the above Seller Property Condition Disclosure Statement; understand that such disclosure statement is NOT a warranty of any kind by the seller or any agent representing any principal in the transaction; understand that such disclosure statement should not be accepted as a substitute for any inspection or warranty that I/we may wish to obtain; understand the information provided in this disclosure statement is the representation of the seller and not the representation of any agent, and is not intended to be part of any contract between the seller and purchaser; and certify that disclosure statement was delivered to me/us or my/our agent on or before the effective date of any contract entered into by me/us relating to the real property described in such disclosure statement.

Purchaser's Signature

Date

Purchaser's Signature

Date

Agency Disclosure Information for Buyers and Sellers

Company Cobb Realty, Inc Agent Name Lorrie Clark - Friesen

Nebraska law requires all real estate licensees provide this information outlining the types of real estate services being offered. For additional information on Agency Disclosure and more go to: <http://www.nrec.ne.gov/consumer-info/index.html>

The agency relationship offered is (initial one of the boxes below, all parties initial if applicable):

BLS 013 **Limited Seller's Agent**

- Works for the seller
- Shall not disclose any confidential information about the seller unless required by law
- May be required to disclose to a buyer otherwise undisclosed adverse material facts about the property
- Must present all written offers to and from the seller in a timely manner
- Must exercise reasonable skill and care for the seller and promote the seller's interests

A written agreement is required to create a seller's agency relationship

Limited Buyer's Agent

- Works for the buyer
- Shall not disclose any confidential information about the buyer unless required by law
- May be required to disclose to a seller adverse material facts including facts related to buyer's ability to financially perform the transaction
- Must present all written offers to and from the buyer in a timely manner
- Must exercise reasonable skill and care for the buyer and promote the buyer's interests

A written agreement is not required to create a buyer's agency relationship

Limited Dual Agent

- Works for both the buyer and seller
- May not disclose to seller that buyer is willing to pay more than the price offered
- May not disclose to buyer that seller is willing to accept less than the asking price
- May not disclose the motivating factors of any client
- Must exercise reasonable skill and care for both buyer and seller

A written disclosure and consent to dual agency required for all parties to the transaction

Customer Only (list of services provided to a customer, if any, on reverse side)

- **Agent does not work for you, agent works for another party or potential party to the transaction as:**
 - ☐ Limited Buyer's Agent ☐ Limited Seller's Agent
 - ☐ Common Law Agent (attach addendum)
- Agent may disclose confidential information that you provide agent to his or her client
- Agent must disclose otherwise undisclosed adverse material facts:
 - about a property to you as a buyer/customer
 - about buyer's ability to financially perform the transaction to you as a seller/customer
- Agent may not make substantial misrepresentations

Common Law Agent for ☐ Buyer ☐ Seller (complete and attach Common Law Agency addendum)

THIS IS NOT A CONTRACT AND DOES NOT CREATE ANY FINANCIAL OBLIGATIONS. By signing below, I acknowledge that I have received the information contained in this agency disclosure and that it was given to me at the earliest practicable opportunity during or following the first substantial contact with me and, further, if applicable, as a customer, the licensee indicated on this form has provided me with a list of tasks the licensee may perform for me.

Acknowledgement of Disclosure

(Including Information on back of form)

Boyd Victor Burge 08/17/2021
(Client or Customer Signature) (Date)

Phyllis J Burge 8-17-21
(Client or Customer Signature) (Date)

Boyd Victor Burge
(Print Client or Customer Name)

Phyllis J Burge
(Print Client or Customer Name)

Contact Information:

1. Agent(s) name(s) and phone number(s): Lorrie Clark-Friesen 402-690-9106

Only the agent(s) named in #1 (above) is offering to represent you as your agent. Other licensees of the same brokerage or members of the same team may work for another party to the transaction and should NOT be assumed to be your agent BUB Init AB Init (This paragraph is not applicable if the proposed agency relationship is a customer only or the brokerage does not practice designated agency.)

2. Team name, Team Leader name and phone number (only if applicable):

3. Managing Broker(s) name(s) and phone number(s) (only if applicable):

4. Designated Broker name, name designated broker does business under (if different), and phone number: Nicole Walburn 308 284 4104

(Optional) Indicate types of brokerage relationships offered:

(Optional, see instructions) Tasks brokerage may perform for an unrepresented customer:

Client or Customer name(s): _____,