PROPERTY INFORMATION PACKET

THE DETAILS

Parcel A: 6686 SW Buffalo Rd | Towanda, KS 67144

AUCTION: Saturday, August 25th @ 2:30 PM

12041 E. 13th St. N., Wichita, KS, 67206
316.683.0612 • 800.544.4489
www.McCurdyAuction.com

McCurdy AUCTION LLC
REAL ESTATE SPECIALISTS

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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or McCurdy was obtained from a variety of sources and seller and McCurdy have not made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium ($1,500.00 minimum) added to the final bid.

ALL FIELDS CUSTOMIZABLE 2

MLS #	554476
Status	Active
Contingency Reason	
Area	B01 - NW Suburban BTL
Address	6686 S BUFFALO RD
City	Towanda
Zip	67144
Asking Price	$0
Original Price	$0
Picture Count	36

KEYWORDS

AG Bedrooms	4	**Approx. AGLA**	2607
Total Bedrooms	7.00	**AGLA Source**	Court House
AG Full Baths	3	**Approx. BFA**	2000.00
AG Half Baths	0	**BFA Source**	Court House
Total Full Baths	0	**Approx. TFLA**	4,607
Total Half Baths	0	**Lot Size/SqFt**	640332
Total Baths	0	**Number of Acres**	14.70
Old Total Baths			
Garage Size	2		
Basement	Yes - Finished		
Levels	One Story		
Approximate Age	21 - 35 Years		
Acreage	10.01 or More		

GENERAL

List Agent - Agent Name and Phone	Ty Patton	**List Office - Office Name and Phone**	McCurdy Auction, LLC - OFF: 316-683-0612
Co-List Agent - Agent Name and Phone		**Co-List Office - Office Name and Phone**	
Showing Phone	316-945-7400	**Model Home Phone**	
Year Built	1991	**Parcel ID**	20015-293-05-0-00-00-009.00
School District	Circle School District (USD 375)	**Elementary School**	Towanda
Middle School	Circle	**High School**	Circle
Subdivision	OTHER	**Legal**	S05, T27, R04E, ACRES 14.7, BEG 1080S NW/C SE1/4 N495 E1320 S370(S) TO CTR LI RIV SWLY ALG CTR LI RI
List Date	7/12/2018	**Realtor.com Y/N**	Yes
Display on Public Websites	Yes	**Display Address**	Yes
VOW: Allow AVM	Yes	**VOW: Allow 3rd Party Comm**	Yes
Sub-Agent Comm	0	**Buyer-Broker Comm**	0
Transact Broker Comm	3	**Variable Comm**	Non-Variable
Virtual Tour Y/N	No	**Master Bedroom Level**	Main
Master Bedroom Dimensions	16' x 15'7"	**Master Bedroom Flooring**	Carpet
Living Room Level	Main	**Living Room Dimensions**	28'6" x 9'10"
Living Room Flooring	Wood	**Kitchen Level**	Main
Kitchen Dimensions	13'6" x 20'1"	**Kitchen Flooring**	Wood
Room 4 Type	Dining Room	**Room 4 Level**	Main
Room 4 Dimensions	9'4" x 7'8"	**Room 4 Flooring**	Wood
Room 5 Type	Family Room	**Room 5 Level**	Basement
Room 5 Dimensions	32'1" x 28'1"	**Room 5 Flooring**	Carpet
Room 6 Type	Rec. Room	**Room 6 Level**	Basement
Room 6 Dimensions	13'11" x 17'6"	**Room 6 Flooring**	Carpet
Room 7 Type	Bedroom	**Room 7 Level**	Main
Room 7 Dimensions	11'11" x 11'1"	**Room 7 Flooring**	Carpet
Room 8 Type	Bedroom	**Room 8 Level**	Main
Room 8 Dimensions	12'2" x 11'6"	**Room 8 Flooring**	Carpet
Room 9 Type	Bedroom	**Room 9 Level**	Main
Room 9 Dimensions	11'5" x 10'	**Room 9 Flooring**	Wood
Room 10 Type	Bedroom	**Room 10 Level**	Basement
Room 10 Dimensions	14'8" x 15'2"	**Room 10 Flooring**	Carpet
Room 11 Type	Bedroom	**Room 11 Level**	Basement
Room 11 Dimensions	19'9" x 11'4"	**Room 11 Flooring**	Carpet
Room 12 Type	Bedroom	**Room 12 Level**	Basement

GENERAL

Room 12 Dimensions	17'10" x 15'7"	**Room 12 Flooring**	Carpet

DIRECTIONS

Directions Hwy 1-35 & Santa Fe Road - South to 60th, East to Buffalo, and South to home.

FEATURES

ARCHITECTURE
Ranch

EXTERIOR CONSTRUCTION
Masonry-Stone

ROOF
Composition

LOT DESCRIPTION
River/Creek
Standard
Wooded

FRONTAGE
Unpaved Frontage

EXTERIOR AMENITIES
Ag Outbuilding(s)
Covered Deck
Guttering
Hot Tub
Irrigation Well
RV Parking
Satellite Dish
Security Light
Storage Building(s)
Storm Windows/Ins Glass
Other/See Remarks

GARAGE
Attached
Opener

FLOOD INSURANCE
Required

UTILITIES
Septic
Private Water
Rural Water

BASEMENT / FOUNDATION
Full
Walk Out At Grade
Day Light

BASEMENT FINISH
3 Bedroom
1 Bath
Bsmt Rec/Family Room
Bsmt Storage
1 Add. Finished Room

COOLING
Central
Electric

HEATING
Forced Air
Gas

DINING AREA
Dining L/Alcove
Eating Space in Kitchen
Living/Dining Combo

FIREPLACE
Family Room
Wood Stove

KITCHEN FEATURES
Island
Pantry
Range Hood
Electric Hookup

APPLIANCES
Dishwasher
Disposal
Refrigerator
Range/Oven

MASTER BEDROOM
Master Bdrm on Main Level
Master Bedroom Bath
Sep. Tub/Shower/Mstr Bdrm

AG OTHER ROOMS
Theater

LAUNDRY
Main Floor
Separate Room
220-Electric

INTERIOR AMENITIES
Ceiling Fan(s)
Closet-Walk-In
Hardwood Floors
Owned Water Softener
Vaulted Ceiling
Window Coverings-All

POSSESSION
At Closing

PROPOSED FINANCING
Other/See Remarks

WARRANTY
No Warranty Provided

OWNERSHIP
Individual

PROPERTY CONDITION REPORT
Yes

DOCUMENTS ON FILE
Additional Photos
Sellers Prop. Disclosure

SHOWING INSTRUCTIONS
Appt Req-Call Showing #

LOCKBOX
SCKMLS

TYPE OF LISTING
Excl Right w/o Reserve

AGENT TYPE
Sellers Agent

FINANCIAL

Assumable Y/N	No	**HOA Y/N**	No
Currently Rented Y/N	No	**Yearly HOA Dues**	$0.00
Rental Amount		**HOA Initiation Fee**	$0.00
General Property Taxes	$6,206.52	**Home Warranty Purchased**	No
General Tax Year	2017	**Earnest $ Deposited With**	Security 1st Title
Yearly Specials	$0.00		
Total Specials	$0.00		

PUBLIC REMARKS

Public Remarks ONSITE REAL ESTATE AUCTION ON AUGUST 25TH @ 2:30PM. CLEAR TITLE AT CLOSING, NO BACK TAXES, PREVIEW AVAILABLE. PREMIER!!! Presenting a one of a kind 14.70 +/- acre country oasis with a custom-built 4,607 square foot ranch home and 1,200 square foot studio apartment and outbuilding. Just ten minutes away from Andover city amenities, this spectacular property boasts easy access to Whitewater River and could be your own private getaway. The property is offered high bidder’s choice with the adjacent, 43.50+/- acre parcel located at 0 SW Buffalo Rd. Surrounded by abundant mature trees this secluded property offers privacy and charm. It features a huge, 40 X 60 outbuilding that includes plenty of storage on one side while the other side has been converted to a large studio apartment - previously leased for over fifteen thousand dollars a year. The exterior of this sprawling ranch home is constructed of Venetian Stone and offers a two-car, attached garage. The home features a Class 4 roof with lifetime warranty, installed in 2017 and new guttering in 2013. The interior features over 4,600 square feet of newly updated living space with a geothermal HVAC system. This home was custom built and includes a number of hidden spaces for storing valuables. The open floor plan makes for an enjoyable place to entertain family and friends. The main floor features new Cali Bamboo flooring throughout. The spacious 28’6” x 9’10” living room features vaulted ceilings, ample natural light, and a Wurlitzer-brand baby grand piano. The living room flows seamlessly into the dining room and kitchen. Customized features in the kitchen include a custom-built island with Maple top and custom oak cabinetry. You will also find a pantry and the following appliances in the kitchen: stainless steel refrigerator, stainless steel range/oven, range hood, and dishwasher. The separate, main floor laundry room offers a sink and plenty of counter and cabinet space. Beautiful leaded glass windows are situated between the laundry room and dining room. There are an impressive four bathrooms and seven bedrooms total in this expansive home. Four of the bedrooms, including the master, are located on the main floor. The spacious master bedrooms features access to the deck and an en suite including a walk-in closet, separate shower and tub, and double sinks. The living space continues in the walk-out basement with a massive 32’1” x 28’1” family room, a recreation/movie room, one bathroom, a storage room, and the remaining three bedrooms. You will love spending time outdoors on the partially-covered deck featuring lighting and a ceiling fan. Located below the deck is a large partially-covered patio. Behind the home you will find a lovely stone chicken coup and a fire pit - perfect for enjoying evenings outside! There has never been a better time to own this luxurious private getaway! Schedule your private showing today. Some items currently at the home may be purchased by the buyer of the real estate after the auction. These items include the clothes washer, clothes dryer, and Jaccuzi hot tub.

AUCTION

Type of Auction Sale	Reserve	**1 - Open for Preview**	Yes
Method of Auction	Live w/Online Bidding	**1 - Open/Preview Date**	8/25/2018
Auction Location	Onsite & Online	**1 - Open Start Time**	1:30 PM
Auction Offering	Real Estate Only	**1 - Open End Time**	2:30 PM
Auction Date	8/25/2018	**2 - Open for Preview**	
Auction Start Time	2:30 PM	**2 - Open/Preview Date**	
Broker Registration Req	Yes		
Buyer Premium Y/N	Yes		
Premium Amount	0.10		
Earnest Money Y/N	Yes		
Earnest Amount %/$	25,000.00		

TERMS OF SALE

Terms of Sale *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, “as is where is” condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller’s agents. It is incumbent upon buyer to exercise buyer’s own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer’s responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead -based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or seller’s agents was obtained from a variety of sources and neither seller nor seller’s agents have made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer’s premium ($1,500.00 minimum) added to the final bid. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount $25,000.

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES







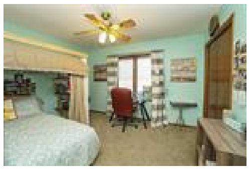














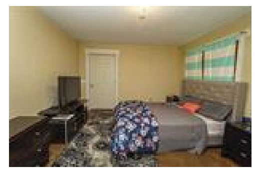


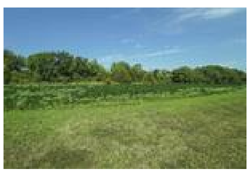













DISCLAIMER

Seller's Property Disclosure

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 6686 SW Buffalo Rd & Add. Lot - Towanda, KS 67144

Seller: Jonathan and Rachel Farney **Date of Purchase:** January 2013

Message to the Seller: This statement is a disclosure of the condition of the above described Property known by the SELLER on the date that it is signed. It is not a warranty of any kind by the SELLER(S) or any real estate licensees involved in this transaction, and should not be accepted as a substitute for any inspections or warranties the BUYER(S) may wish to obtain. If you know something important about the Property that is not addressed on the Seller's Property Disclosure, add that information to the form. Prospective Buyers may rely on the information you provide.

Instructions: (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the comment lines to explain.

By signing below you acknowledge that the failure to disclose known material information about the Property may result in liability.

Message to the Buyer: Although Seller's Property Disclosure is designed to assist the SELLER in disclosing all known material (important) facts about the Property, there are likely facts about the Property that the SELLER does not know. Therefore, it is important that you take an active role in obtaining the information about the Property.

Instructions: (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the Seller's Property Disclosure. (5) Obtain professional inspections of the Property. (6) Investigate the surrounding area.

THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT INDEPENDENTLY VERIFIED BY THE BROKER(S) OR AGENTS(S).

PART I

APPLIANCES

None	Does Not Transfer	TRANSFERS TO BUYER: Working	Not Working	Don't Know	Indicate the condition of the following items by marking only one appropriate box.
[ ]	[ ]	[X]	[ ]	[ ]	Disposal
[ ]	[ ]	[X]	[ ]	[ ]	Dishwasher
[ ]	[ ]	[X]	[ ]	[ ]	Oven
[ ]	[ ]	[X]	[ ]	[ ]	Range (Circle One) ☐Gas ☒Electric Induction
[ ]	[ ]	[ ]	[ ]	[ ]	Microwave
					Built in (Circle One) ☐YES ☐NO
[ ]	[ ]	[X]	[ ]	[ ]	Range Hood
					Vented Outside (Circle One) ☒YES ☐NO
[ ]	[ ]	[X]	[ ]	[ ]	Kitchen Refrigerator
[ ]	[X]	[ ]	[ ]	[ ]	Clothes Washer (negotiable)
[ ]	[X]	[ ]	[ ]	[ ]	Clothes Dryer
[X]	[ ]	[ ]	[ ]	[ ]	Trash Compactor
[ ]	[ ]	[ ]	[X]	[ ]	Central Vacuum (needs new motor)
[X]	[ ]	[ ]	[ ]	[ ]	Exterior Attached Gas Grill
[ ]	[ ]	[ ]	[ ]	[ ]	Other:_____
[ ]	[ ]	[ ]	[ ]	[ ]	Other:_____
[ ]	[ ]	[ ]	[ ]	[ ]	Other:_____
[ ]	[ ]	[ ]	[ ]	[ ]	Other:_____

Comments:

ELECTRICAL

None	Does Not Transfer	TRANSFERS TO BUYER: Working	Not Working	Don't Know	Indicate the condition of the following items by marking only one appropriate box.
[ ]	[ ]	[X]	[ ]	[ ]	Smoke/Fire Detectors
[ ]	[ ]	[X]	[ ]	[ ]	Light Fixtures
[ ]	[ ]	[X]	[ ]	[ ]	Switches/Outlets
[ ]	[ ]	[X]	[ ]	[ ]	Ceiling Fan(s)
[ ]	[ ]	[X]	[ ]	[ ]	Bathroom Vent Fan(s)
[ ]	[ ]	[X]	[ ]	[ ]	Telephone Wiring/Blocks/Jacks
[ ]	[ ]	[X]	[ ]	[ ]	Door Bell
[X]	[ ]	[ ]	[ ]	[ ]	Intercom
[ ]	[ ]	[X]	[ ]	[ ]	Garage Door Opener
# of Remotes: 2					Keypad Entry: (Circle One) ☐YES ☐NO
[ ]	[ ]	[ ]	[ ]	[ ]	Aluminum Wiring
[ ]	[ ]	[X]	[ ]	[ ]	Copper Wiring
[ ]	[ ]	[X]	[ ]	[ ]	220 Volt
200				[ ]	Service Panel Total Amps
[X]	[ ]	[ ]	[ ]	[ ]	Security System
					(Circle One) ☐Own ☐Rent/Financed
					Company

Comments:

WATER/SEWAGE SYSTEMS (See Part II Also)

None	Does Not Transfer	TRANSFERS TO BUYER: Working	Not Working	Don't Know	Indicate the condition of the following items by marking only one appropriate box.
[ ]	[ ]	[X]	[ ]	[ ]	Sewage Systems
[ ]	[ ]	[X]	[ ]	[ ]	Sump Pump
[ ]	[ ]	[ ]	[ ]	[X]	Backup Sump Pump/Battery
[ ]	[ ]	[X]	[ ]	[ ]	Plumbing
				[ ]	Type
[ ]	[ ]	[X]	[ ]	[ ]	Water Heater (Circle One) [X]Elect ☐Gas
				[X]	50 gal Size & Age
[X]	[ ]	[ ]	[ ]	[ ]	Instant Hot Water
[ ]	[ ]	[ ]	[ ]	[X]	Water Softener
					(Circle One) [X]Own ☐Rent/Lease
					Company
[ ]	[ ]	[X]	[ ]	[ ]	Water Purifier/Reverse Osmosis
[X]	[ ]	[ ]	[ ]	[ ]	Underground Sprinkler System
				[ ]	Backflow Device (Circle One) [X]YES ☐NO
				[ ]	Date Last Tested or Inspected
[X]	[ ]	[ ]	[ ]	[ ]	Pool Equipment
[ ]	[X]	[ ]	[ ]	[ ]	Hot Tub/Spa negotiable

Comments:

MEDIA

None	Does Not Transfer	TRANSFERS TO BUYER: Working	Not Working	Don't Know	Indicate the condition of the following items by marking only one appropriate box.
[ ]	[ ]	[X]	[ ]	[ ]	Satellite Dish
[ ]	[ ]	[ ]	[ ]	[ ]	_____# of Rcvrs/Remotes
[ ]	[ ]	[ ]	[ ]	[ ]	Attached Antennaes
[ ]	[ ]	[ ]	[ ]	[ ]	Cable TV Wiring/Jacks
[ ]	[ ]	[X]	[ ]	[ ]	Attached Television Mount(s)
[X]	[ ]	[ ]	[ ]	[ ]	Projector(s)
[X]	[ ]	[ ]	[ ]	[ ]	Projector Screen(s)
[ ]	[X]	[X]	[ ]	[ ]	Surround Sound Speakers
[X]	[ ]	[ ]	[ ]	[ ]	Wired for Surround Sound

Comments:

HEATING & COOLING SYSTEMS

None	Does Not Transfer	TRANSFERS TO BUYER: Working	Not Working	Don't Know	Indicate the condition of the following items by marking only one appropriate box.
[ ]	[ ]	[X]	[ ]	[ ]	Cooling System
				[ ]	Type Geothermal w/ electric backup
				[ ]	Age
[ ]	[ ]	[X]	[ ]	[ ]	Heating System
				[ ]	Type Geothermal w/ electric backup
				[ ]	Age
[X]	[ ]	[ ]	[ ]	[ ]	Window/Wall Air Conditioning Units
[X]	[ ]	[ ]	[ ]	[ ]	Electronic Air Filter
[X]	[ ]	[ ]	[ ]	[ ]	Humidifier
[X]	[ ]	[X]	[ ]	[ ]	Fireplace none
[X]	[ ]	[ ]	[ ]	[ ]	Fireplace Insert
[ ]	[ ]	[X]	[ ]	[ ]	Wood burning Stove
				[X]	2016 Chimney/Flue - Date Last Cleaned 2016
[X]	[ ]	[ ]	[ ]	[ ]	Gas Log Lighter
[X]	[ ]	[ ]	[ ]	[ ]	Whole House Attic Fan
[X]	[ ]	[ ]	[ ]	[ ]	Solar Equipment
[X]	[ ]	[ ]	[ ]	[ ]	Propane Tank
					(Circle One) ☐Own ☐Rent/Lease
					Company

Comments:

Any Additional Comments for Part I:

PART II

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 1 — STRUCTURAL FOUNDATION/WALLS
[ ]	[ ]	[ ]	Are any exterior walls covered with Exterior Insulation & Finish System (synthetic stucco)? If YES, are you aware of any adverse conditions?_____
			Indicate all that apply: [ ] Basement [ ] Crawl Space [ ] Slab
[ ]	[ ]		Are there any structural engineer's report(s) available? If YES, Date of Report:_____ Copy Attached? (Mark One): [ ] YES [ ] NO
			To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)
[ ]	[X]	[ ]	Movement, shifting, deterioration or other problems with walls or foundation?
[ ]	[X]	[ ]	Cracks or flaws in the walls, floors or foundation?
[ ]	[X]	[ ]	Problems with driveways, walkways, patios, retaining walls, party walls?
[ ]	[X]	[ ]	Problems with operation of windows or doors, or broken seals?
[ ]	[X]	[ ]	Any corrective actions to items in this section? (Example - Piering, bracing, etc.)
[X]	[ ]	[ ]	Are there any transferable warranties? Date:_____ (If YES, explain below and attach copy.)
[X]	[ ]	[ ]	Is there insulation in the walls?
[ ]	[X]	[ ]	Is there insulation in the floors?
Additional Comments:			

YES	NO	DON'T KNOW	SECTION 2 — ROOF/INSULATION
		[ ]	Age: 9 months Type: Class IV, lifetime warranty
[ ]	[X]	[ ]	To your knowledge, are there any [ ] **PAST** [ ] **PRESENT** roof leaks? (Mark One) If any, identify details below.
[ ]	[ ]		During your ownership, has the roof ever been [X] **REPLACED?** [ ] **REPAIRED?** (Mark One) If YES, Date: Fall 2017 (Identify details below.)
[ ]	[ ]	[ ]	Are there any transferable warranties? Date:_____ (If YES, explain below and attach copy.)
[ ]	[X]	[ ]	Do you know of any problems with chimneys or chases? (If YES, explain below.)
[ ]	[X]	[ ]	Do you know of any problems with roof, roof structure or rain gutters? (If YES, explain below.)
[X]	[ ]	[ ]	Is there insulation in the ceiling/attic?
Additional Comments:			

YES	NO	DON'T KNOW	SECTION 3 — MOLD/MILDEW
According to the EPA, molds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the naked eye, and float through outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. Inhaling or touching mold spores may cause allergic reactions in sensitive individuals.			
			To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)
[ ]	[X]	[ ]	Presence of any mold/mildew in the property?
[ ]	[X]	[ ]	Any problems created by mold or mildew for occupants of the structure during your ownership?
[ ]	[X]		Have you had any inspections for mold or mildew? If YES, Date:_____ (If YES, explain below.)
[ ]	[X]		Have you received any reports pertaining to mold or mildew on or within the structure? (If YES, attach.)
[ ]	[X]		Has the property had any professional mold remediation during your ownership? If YES, Date:_____
Additional Comments:			

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.
Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 4 — WATER/SEWAGE SYSTEMS
[ ]	[X]		Is the property connected to City Water?
[X]	[ ]		Is the property connected to Rural Water? If YES, Transfer Fee:____ District: BuCo
[ ]	[ ]		Is the property connected to any private water systems? (Mark all that apply.)
			[X] **Drinking Well** [X] **Irrigation Well** [X] **Geo-Thermal Well**
			Type:____ Location:____ Depth:____
			Type:____ Location:____ Depth:____
			Type:____ Location:____ Depth:____
[ ]	[X]	[ ]	Has the water in any wells shown test results of contamination? (If YES, explain below.)
[ ]	[X]		Is the property connected to a public sewer system? If shared lagoon/septic system, explain below.
[ ]	[ ]		Is the property connected to a septic system? Date Last Pumped:____
			Tank Size:____ Location:____
			# feet laterals:____ # Feet infiltrators:____ Location:____
[X]	[ ]		Is the property connected to a lagoon system? Location: NE of house
[ ]	[ ]		Is the property connected to some other type of waste disposal system? (If YES, explain below.)
[ ]	[X]	[ ]	To your knowledge, is there any problem relating to the waste disposal system?

Additional Comments:

YES	NO	DON'T KNOW	SECTION 5 — WATER INTRUSION/LEAKS
			To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)
[ ]	[X]	[ ]	Any water leakage in or around the fireplace or chimney?
[ ]	[X]	[ ]	Any water leakage around (If YES, mark all that apply.) [ ] **WINDOWS** [ ] **SKYLIGHTS** [ ] **DOORS?**
[ ]	[X]	[ ]	Any leaks occurring in any plumbing, water supply lines, drains, sewer lines, etc.?
[ ]	[X]	[ ]	Any leaks caused by appliances?
[ ]	[X]	[ ]	Any leaks from any condensation drain lines, humidifier, dehumidifier, etc.?
[ ]	[X]	[ ]	Any water leakage into (If YES, mark all that apply.) [ ] **BASEMENT** [ ] **CRAWL SPACE**
[ ]	[X]	[ ]	Any accumulation of water within the basement/crawl space?
[X]	[ ]	[ ]	Sump Pump(s) Location(s): utility room (basement)
[ ]	[X]	[X]	Drain Tiles (If YES, mark all that apply.) [ ] **INTERIOR** [ ] **EXTERIOR**

Additional Comments:

YES	NO	DON'T KNOW	SECTION 6 — PEST, WOOD INFESTATION & DRY ROT
[ ]	[X]	[ ]	Do you have any knowledge of the following items on/affecting the property? (Mark all that apply.)
			[ ] **WOOD DESTROYING INSECTS** [ ] **DRY ROT** [ ] **OTHER WOOD INFESTATION**
[ ]	[X]	[ ]	Any knowledge of any damage to the property caused by the following items? (Mark all that apply.)
			[ ] **WOOD DESTROYING INSECTS** [ ] **DRY ROT** [ ] **OTHER WOOD INFESTATION**
[ ]	[X]		Have there been any repairs of such damage? (If YES, explain below.)
[ ]	[X]		Is the property currently under a termite warranty or other coverage by a licensed pest control company?
			Company:____ Warranty Expiration Date:____
[ ]	[X]		Any **wood destroying insects** control reports in the last 5 years? (If YES, explain below.)
[X]	[ ]		Any professional **wood destroying insects** control treatments in the last 5 years? (If YES, explain below.)
[ ]	[X]		Any **pest** control reports in the last 5 years? (If YES, explain below.)
[X]	[ ]		Any professional **pest** control treatments in the last 5 years? (If YES, explain below.)

Additional Comments: Insect/rodent services through Schendel
Termite prevention through Terminex

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.
Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 7 ENVIRONMENTAL CONDITIONS
[ ]	[X]	[ ]	Is the property located in a subdivision with a master drainage plan?
[ ]	[ ]	[ ]	If YES, is the property in compliance?
[ ]	[X]	[ ]	Has the property ever had any drainage problems during your ownership? (If YES, explain below.)
[ ]	[X]	[ ]	Are there any producing or non-producing gas/oil wells on the property or adjacent property?
[X]	[ ]	[ ]	Do mineral rights convey to buyer? If NO, please define:_____
			Groundwater contamination has been detected in several areas in the State of Kansas.
[ ]	[X]	[ ]	Are you aware of groundwater contamination or other environmental concerns?
[ ]	[X]	[ ]	Any reports or records pertaining to groundwater contamination or other environmental concerns?
[ ]	[ ]	[X]	Are there any diseased or dead trees and shrubs?
			To your knowledge, are any of the following substances, materials, products on the real property? (YES or NO Only.)
[ ]	[X]		Asbestos
[ ]	[X]		Contaminated soil or water (including drinking water)
[ ]	[X]		Landfill or buried materials
[ ]	[X]		Lead-based paint (If YES, attach disclosure.)
[ ]	[X]		Radon gas in house or well — If YES, has mitigation been performed? (Mark One) [ ] **YES** [ ] **NO**
[ ]	[X]		Methane Gas
[ ]	[X]		Oil sheers in wet areas
[ ]	[X]		Radioactive material
[ ]	[X]		Toxic material disposal (solvents, chemicals, etc.)
[ ]	[X]		Underground fuel or chemical storage tanks
[ ]	[X]		EMFs (Electro Magnetic Fields)
[ ]	[X]		Urea formaldehyde foam insulation (UFFI)
[ ]	[ ]		Other:_____
[ ]	[X]		Are you aware if any portion of the property has ever been used for the manufacture of, or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy, LSD or any other illegal substances?
[ ]	[X]		To your knowledge, are any of the above conditions present **near** your property?

Comments:

YES	NO	DON'T KNOW	SECTION 8 BOUNDARIES/LAND
[X]	[ ]	[ ]	Have you had a survey of the property? (If YES, attach copy if available.)
[X]	[ ]	[ ]	Are the boundaries of your property marked in any way?
[ ]	[X]	[ ]	Is there any fencing on the boundaries of the property?
[ ]	[ ]	[ ]	Does fencing belong to the property? If YES, which sides?_____
[ ]	[X]	[ ]	Are there any features of the property shared in common with adjoining landowners, such as, walls, fences, roads, driveways? (If YES, explain below.)
[ ]	[ ]	[ ]	Is the property owner responsible for maintenance of any such shared feature(s)?
[ ]	[X]	[ ]	To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
[X]	[ ]	[ ]	To your knowledge, is any portion of the property located in a federally designated flood plain?
[X]	[ ]		Do you currently, or have you ever, paid flood insurance for the property?
[ ]	[X]	[ ]	To your knowledge, is any portion of the property located in a designated wetlands area?
[ ]	[X]	[ ]	Do you know of any of the following items that have occurred on the property or in the immediate area?

(Mark all that apply.)

[ ] **EXPANSIVE SOIL** [ ] **EARTH MOVEMENT**
[ ] **FILL DIRT** [ ] **UPHEAVAL**
[ ] **SLIDING** [ ] **EARTH STABILITY PROBLEMS**
[ ] **SETTLING**

Comments:

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.
Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 9 SPECIAL ASSESSMENTS AND HOMEOWNER'S ASSOCIATION
			The law requires that the Seller disclose the existence of special assessments against a property.
[ ]	[X]	[ ]	Any current/pending bonds, assessments, or special taxes that apply to property?
[ ]	[ ]	[X]	The property may be subject to special assessments or is located in an improvement district? (Refer to relevant tax disclosure - Mark One).
			[ ] Owner [ ] County [ ] Public Record [ ] Other:_____
[ ]	[X]	[ ]	Is the property subject to rules or regulations of an active Homeowner's Association?
		[ ]	Annual Dues?_____ Initiation Fee?_____
		[ ]	Homeowner's Association contact information:_____
[ ]	[X]	[ ]	Is the property subject to a right of first refusal?
[ ]	[X]	[ ]	Is the property subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions?
[ ]	[X]	[ ]	Any violations of such covenants and restrictions?

Comments:

YES	NO	DON'T KNOW	SECTION 10 MISCELLANEOUS
[ ]	[ ]	[X]	Have any improvements or repairs (including, but not limited to, HVAC, plumbing, electrical, structural additions) been made to the property **without obtaining required permits?**
[ ]	[X]	[ ]	Are any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions?
[ ]	[X]	[ ]	Is the present use of the property a non-conforming use?
[X]	[ ]	[ ]	Have you had any insurance claims in the past five years?
[X]	[ ]	[ ]	Were repairs made? If so, roof - hail damage
[ ]	[X]	[ ]	Is there any unrepaired damage due to hail, storm, wind, fire or flood?
[ ]	[X]	[ ]	Are there any stains, tears, burns, holes, etc., in the property that are not readily visible?
[X]	[ ]	[ ]	Does a pet(s) reside or has a pet(s) ever resided ~~lived~~ on the property?
[ ]	[X]	[ ]	Is there any damage due to pets, interior/exterior, including, but not limited to, odors, stains, etc.?
[X]	[ ]		Do all window and door treatments remain? If NO, please list: _____
[ ]	[ ]		Does any other personal property remain? If YES, please list:_____
[X]	[ ]	[ ]	Does the property contain any of the following? (Mark all that apply.)
[ ]	[ ]	[ ]	[ ] Swimming Pool [ ] Spa [X] Hot Tub [ ] Sauna [ ] Water Feature
[ ]	[ ]	[ ]	If YES, are either of the following heated? [ ] Swimming Pool [ ] Spa If yes, type of heat? electric
[ ]	[X]	[ ]	Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature? Explain: _____
[ ]	[X]	[ ]	Is the property in a holistic, conservation or special review district, that requires any alterations or improvements to the Property, be approved by a board or commission?
[ ]	[X]	[ ]	Are there any other facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property?
[X]	[ ]	[ ]	Are there any transferable warranties on the property or any of its components?

Comments:

Any Additional Comments For Part II:

SELLER'S ACKNOWLEDGEMENT

Seller acknowledges that: the information contained in this disclosure is accurate, true and complete to the best of Seller's knowledge, information and belief; Seller has provided all the information contained in this Seller's Property Disclosure; and that the Broker/Realtor® has not prepared, nor assisted in the preparation of this Disclosure. Seller hereby indemnifies, holds harmless and releases all Brokers/Realtors® involved in the sale of the property from all liability, claims, loss, cost, or damage in connection with the information contained in this Disclosure. Seller hereby authorizes the listing broker to provide copies of this Disclosure to other real estate brokers and agents and prospective buyers of the property.

Seller is occupant: [X] YES [ ] NO

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by Seller.

SELLER: _____ 7/22/18 Date **SELLER:** _____ 7/22/18 Date

BUYER'S ACKNOWLEDGEMENT AND AGREEMENT

1. I have personally inspected the property. I will rely upon the inspections encouraged under my contract with Seller. Subject to any inspections, I agree to purchase the property in its present condition without representations or guarantees of any kind by the Seller or any REALTORS® concerning the condition or value of the property.

2. I agree to verify any of the above information that is important to me by an independent investigation of my own. I have been advised to have the property examined by professional inspectors.

3. I acknowledge that neither Seller nor any REALTORS® involved in this transaction is an expert at detecting or repairing physical defects in the property. I state that no important representations concerning the condition of the property are being relied upon by me except as disclosed above or as fully set forth as follows:_____

4. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes after April 14, 1994, to register with the sheriff of the county in which they reside. I have been advised that if I desire information regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI) at www.ink.org/public/kbi or by contacting the local sheriff's office.

5. I acknowledge that McConnell Air Force Base is located within Sedgwick County and is an operational military Air Force base that is open 24 hours a day and activity at that base may generate noise. The volume, pitch, amount and frequency of noise may be affected by future changes in McConnell Air Force Base activity. I have been informed that if I desire information regarding potential for noise caused by the aircraft operations associated with McConnell Air Force Base and its operations, I may find information by contacting the Metropolitan Area Planning Department.

BUYER:_____ Date **BUYER:**_____ Date

McCurdy AUCTION
REAL ESTATE SPECIALISTS

WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 6686 SW Buffalo Rd & Add. Lot - Towanda, KS 67144

DOES THE PROPERTY HAVE A WELL? YES X NO _____

If yes, what type? Irrigation _____ Drinking _____ Other X

Location of Well: Various

DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES _____ NO _____

If yes, what type? Septic _____ Lagoon X

Location of Lagoon/Septic Access: _____

Owner _____ Date 7-12-18

Owner _____ Date 7-12-18

The Gutter Guys
316-993-2623

PROPOSAL

Seamless Gutter Installation
Lifetime Warranty • 22 Color Options

Gutter Guard Installation
Lifetime Warranty • FREE Cleaning

Gutter Repair • Gutter Cleaning • Same Week Service

PROPOSAL NO.	6940
SHEET NO.	204/148
DATE	3/14/13

PROPOSAL SUBMITTED TO:

NAME	
ADDRESS	
CITY, STATE	
PHONE NO.	

WORK TO BE PERFORMED AT:

ADDRESS	
CITY, STATE	
DATE OF PLANS	
ARCHITECT	

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Color: Musket Brown

Notes:
(4) 1st DS (2) 2x3 A's (2) 3x4 A's
(1) 2nd DS 2x3 A's
(3) IBA

Seamless Gutters
★ LIFETIME WARRANTY
★ BBB A+ Rating
★ FREE Removal & Haul off
$1,394.00 − $200.00 = $1,194.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Dollars ($ _____)

with payments to be as follows

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted _____

Per _____

Note - This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE _____

DATE _____ SIGNATURE _____

AP2192-245S

The Gutter Guys
316-993-2623

PROPOSAL

Seamless Gutter Installation
Lifetime Warranty • 22 Color Options

Gutter Guard Installation
Lifetime Warranty • FREE Cleaning

Gutter Repair • Gutter Cleaning • Same Week Service

PROPOSAL NO.	6940
SHEET NO.	204/48
DATE	3/11/13

PROPOSAL SUBMITTED TO:

NAME	
ADDRESS	
CITY, STATE	
PHONE NO.	

WORK TO BE PERFORMED AT:

ADDRESS	
CITY, STATE	
DATE OF PLANS	
ARCHITECT	

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Seamless Gutter

Job Completed 5/13/13

$1,394.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

_____ Dollars ($_____)

with payments to be as follows

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted _____

Per _____

Note - This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE _____

DATE _____ SIGNATURE _____

AP2192-245S

STATEWIDE RESIDENTIAL ROOFING, INC.
3704 West Central
Wichita, KS 67203
316-773-0108

Statement

Date
6/22/2017

To:
6686 SW Buffalo Rd Towanda, KS 67144

Due Date	Amount Due
6/22/2017	$17,613.15

Date	Transaction	Amount	Balance
12/31/2015	Balance forward		0.00
	- 6686 SW Buffalo Rd-		
06/12/2017	INV #21047. --- Kansas Contracts $17,613.15	17,613.15	17,613.15

Amount Due
$17,613.15

Any balance still outstanding after thirty (30) days from completion of roof will be considered delinquent and subject to a 1 1/2% per month late charge plus any attorney fees and all other fees associated with the collection of the past due account. All warranties and discounts are void if payemnt becomes delinquent. Statewide Roofing reserves the right to place a lien upon the property if payment is not paid in full within thirty (30) days after completion of roof.

THE PROFESSIONAL'S CHOICE

STATEWIDE Roofing SM

Owens Corning — CertainTeed

3704 West Central, Wichita, KS 67203
316-773-0108 • 800-940-7721
Fax 316-613-3440

Like us on Facebook

www.statewideroofingwichita.com

License # 6642

Proposal Submitted To:	Type of Existing Roof: Dimensional Shingles — Number of Existing Layers on Roof: 1
Address: 6116 SW Buffalo Rd	Load Instructions:
City: Towanda KS 67144	Adjuster Name: — Claim No.:
Homeowner Home No.: — Work No.: — Cell No.: — Cell No.:	Estimator: JH West — Date of Estimate: — Estimator Mobile No: 316 461 1509

☐ TILE	☐ OTHER	☑ REPLACE as needed FLASHING
☐ METAL	☑ RIDGE TYPE IR Hip & Ridge	☑ VENT JACKS 1" 2" 3" 3 in 1" 3
☐ FLAT/BUILD UP	☑ 150 FT OF RIDGE	☑ 8 VENTILATION VENTS (750) 550
☐ 20 YR 3-TAB	☑ REMOVE 1 LAYERS	☑ 3 COLOR WIND TURBINES
☐ 25 YR 3-TAB	☑ INSTALL 57 SQUARES	☐ COLOR ELECTRIC TURBINES
☐ 30 YR DIMENSIONAL	☑ INSTALL Synthetic # FELT PAPER	☑ HAND NAIL X COIL NAIL
☐ 40 YR DIMENSIONAL	☐ INSTALL DECKING	☑ MAGNET RAKE YARD
☐ 50 YR DIMENSIONAL	☐ DECKING REPAIRED PER FT	☑ CLEAN GUTTERS
☑ COLOR Teak	☑ INSTALL 90' VALLEY	☑ CLEAN UP DAILY
☑ MFR Owens Corning Duration Berkshire Shadow	☑ INSTALL 357 FT COLORED EDGING	☑ REMOVE & HAUL DEBRIS FROM SITE

SPECIAL INSTRUCTIONS

ROOF

Remove shingles	51.85 SQ × 42.50	$2,771.70
Replace dimensional shingles	57 SQ × 188.00	$10,716.00
R/R metal valley	90 × 3.25	$292.50
R/R drip edge	357 × 1.25	$446.25
R/R pipe jacks	3 × 25.00	$75.00
R/R 750 vents	8 × 40.00	$320.00
R/R HVAC cap	1 × 28.00	$28.00
R/R wind turbines	3 × 96.00	$288.00
Reset sat dish + antenna	2 × 20.00	$40.00
Reflash chimney	1 × 175.00	$175.00
Steep charge (9/12)	47.35 SQ × 25.00	$1,183.75
Subtotal		$15,741.70

Subtotal	$15,741.70
Tax	$371.45
TOTAL	$16,113.15
Upgrade Value — Class 4 Impact Resistant	AM $1500.00 = $1500.00
Includes shed shingles TOTAL	$17,613.15

Estimated time of completion 2-3 days (subject to weather or delays beyond our control). **STATEWIDE ROOFING, INC.** will not intentionally remove more roof than can be covered in the same day, never leaving the decking open to the weather. This proposal does not include hidden or unseen damages.
We hereby propose to furnish material and labor-complete in accordance with the above specifications, for the sum of $ $17,613.15
PAYMENT ARRANGEMENT:
PAYMENTS: TOTAL AMOUNT DUE UPON COMPLETION: $

Any balance still outstanding after thirty (30) days from completion of roof will be considered delinquent and subject to a 1 ½ % per month late charge plus any attorney fees, and all other fees, associated with the collection of the past due account. All warranties are void if payment becomes delinquent. STATEWIDE ROOFING, INC. reserves the right to place a lien upon the property if payment has not been made in full within 30 days from date of completion of roof.
"Buyers Right To Cancel": Buyer may cancel this agreement by providing written notice to the seller in person or by mail. This notice must indicate that buyer does not want the goods or services, and must be delivered or postmarked before midnight of the third (3rd) business day after date of acceptance. Seller may not keep any part of down payment that may have been made. Any cancellation not complying with "Buyers Right to Cancel" or "Acceptance of Proposal" will be subject to a service charge in an amount equal to twenty (20) percent of the full contract amount or insurance claim amount, whichever is applicable.

- ☐ 1 Year STATEWIDE ROOFING Standard Repair Warranty (repaired shingles only)
- ☑ 3 Year STATEWIDE ROOFING Standard Labor Warranty plus Manufacturer Warranty
- ☐ Owens Corning Tru PROtection Warranty: 3 Year 5 Year 10 Year
- ☐ Certainteed SureStart Warranty: 5 Year 10 Year

Excludes damage due to tornadoes, hail, gale force winds, fire, or other acts of nature normally covered under your Homeowner's Insurance Policy. This guarantee applies to the present owner at the time when roof installation is completed. **STATEWIDE ROOFING, INC.** warranty and repairs apply to the roof only. Any work done by person(s) not authorized by **STATEWIDE ROOFING, INC.** in writing will automatically void any guarantee and liability to **STATEWIDE ROOFING, INC.**

Estimator's Signature: JH West — Date of Completion:

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby Accepted. You are authorized to perform the work as specified. Payments will be made as outlined above.

Signature:

Date of Acceptance: 6/7/17

AGREEMENT PENDING INSURANCE APPROVAL

This is written agreement for **STATEWIDE ROOFING INC.** to do roof repairs. The price to do repairs is to be determined by the insurance company. The only out of pocket expense for the homeowner will be the deductible. (On insurance replacement cost only)

Signature:

Waiver of Lien: Please take notice that **STATEWIDE ROOFING, INC.,** the undersigned laborers and subcontractors, that have been employed or that furnished materials that is now used and in position on the property stated above, now therefore upon final payment as outlined above, we and each of us do hereby release all our rights of lien against said property and we further state that the owner of said property has paid **STATEWIDE ROOFING, INC.** in full up to this date.

Date Authorized Signature

GOEDECKE SURVEYING, LLC
P.O. BOX 68
EL DORADO, KANSAS 67042
PHONE 316-320-3773
FAX 316-321-4199

Invoice

Date	Invoice #
3/11/2013	1410

Bill To

P.O. No.	Terms	Project
		21283

Quantity	Description	Rate	Amount
1	Establish Grade for Base Flood Elevation (BFE)	250.00	250.00

It's been a pleasure working with you!

Total $250.00

GOEDECKE SURVEYING, LLC
P.O. BOX 68
EL DORADO, KANSAS 67042
PHONE 316-320-3773
FAX 316-321-4199

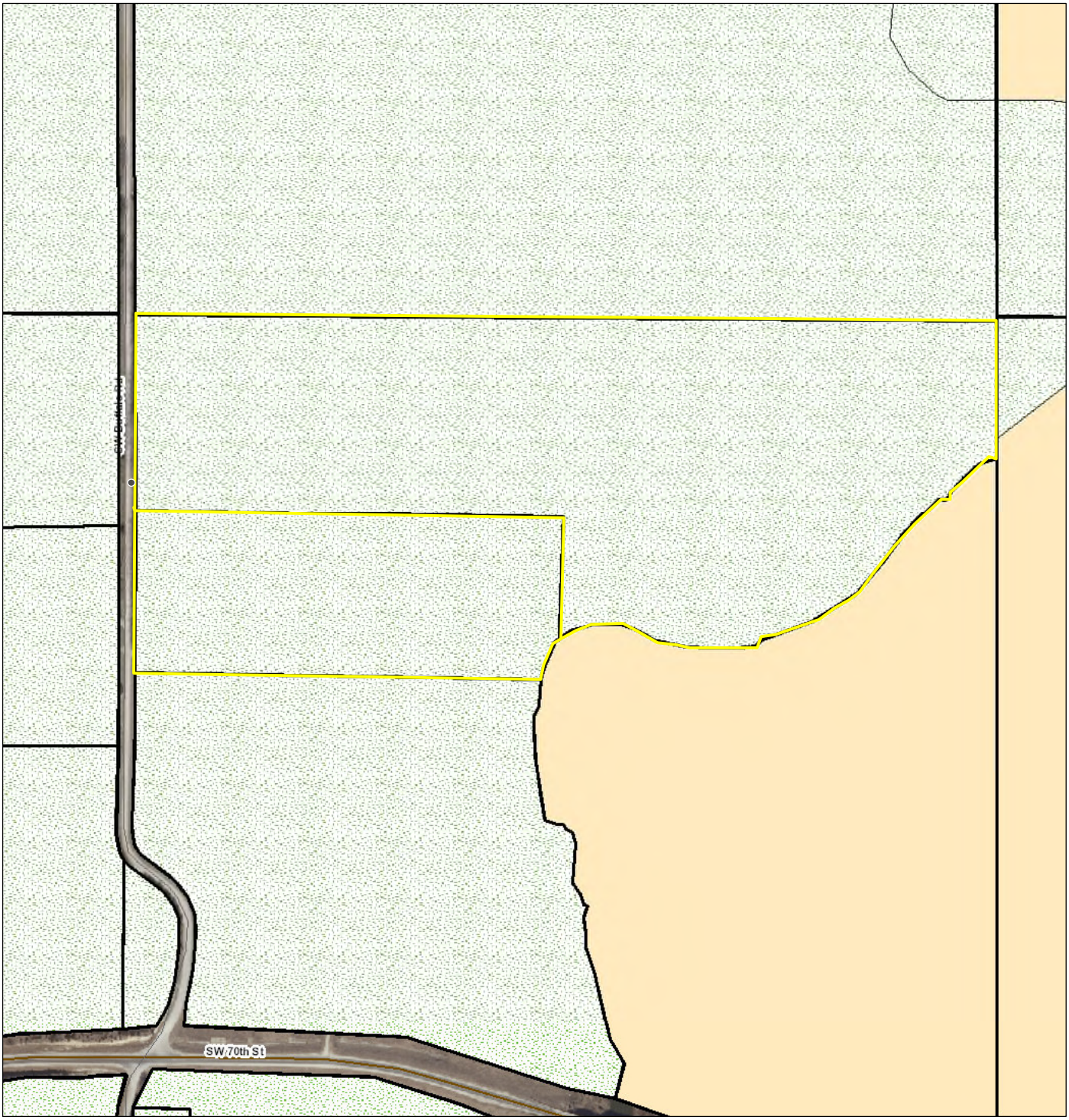
March 7, 2013

The grade stake that we set is at elevation 1244.9 and the Base Flood Elevation is 1240.9 Any new construction has to be 1 foot above the BFE, or at 1241.9, therefore, you have 3 feet of play for the bottom floor. When you get the bottom floor built, call me and we will shoot the floor elevation and complete the Letter of Map Amendment Forms.

Thank You,

Roger Cutsinger

6686 SW Buffalo Rd, Towanda, KS 67144 - Zoning AG-40



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0 0.05 0.1 0.2 mi

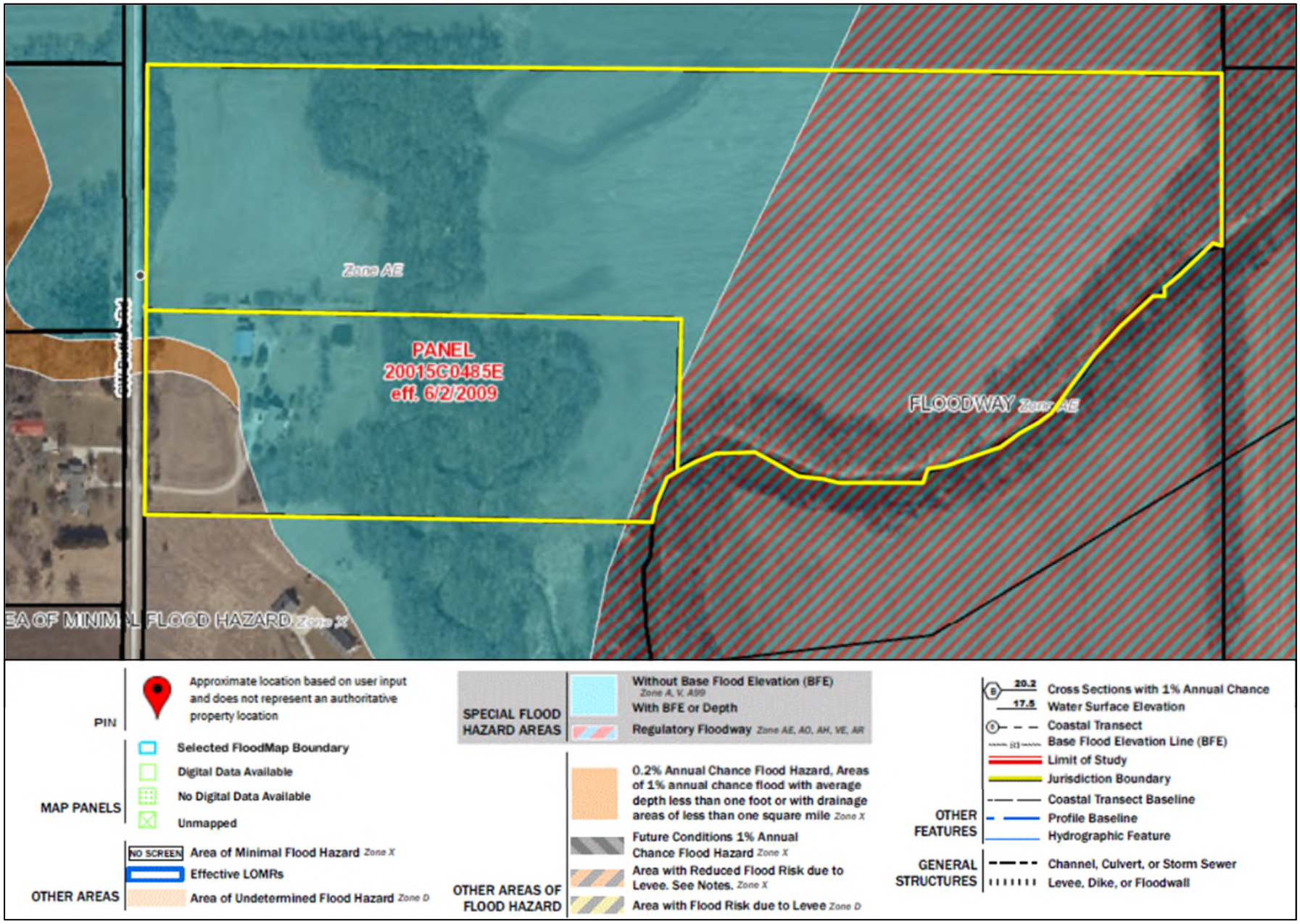
0 0.075 0.15 0.3 km

- Parcel Data
- Fee Simple
- Bldgs Only
- Contiguous Lot and Parcel Lines
- Contiguous Parcel Lines
- Lot and Parcel Lines
- Lot Lines
- Parcel Lines
- MunicipalBoundary
- CITY
- COUNTY ASPHALT
- COUNTY GRAVEL
- KANSAS TURNPIKE
- PAPER
- PRIVATE
- STATE HWY
- TOWNSHIP
- US HWY
- UrbanGrowthBoundary
- PlattingJurisdiction
- APO (Agricultural Preservation Overlay)
- CUP (Conditional Use Permit)
- Updates in Progress
- AG-40 (Agricultural District - 40)
- AG-80 (Agricultural District - 80)
- C (Commercial District)
- I (Industrial District)
- MH (Manufactured Home District)
- PRD-A (Planned Residential District A)
- PRD-B (Planned Residential District B)
- R (Residential Estate District)
- RE
- RR (Rural Residential District)
- T (Town District)
- UJ (Urban Jurisdiction)
- URB (Urban District)

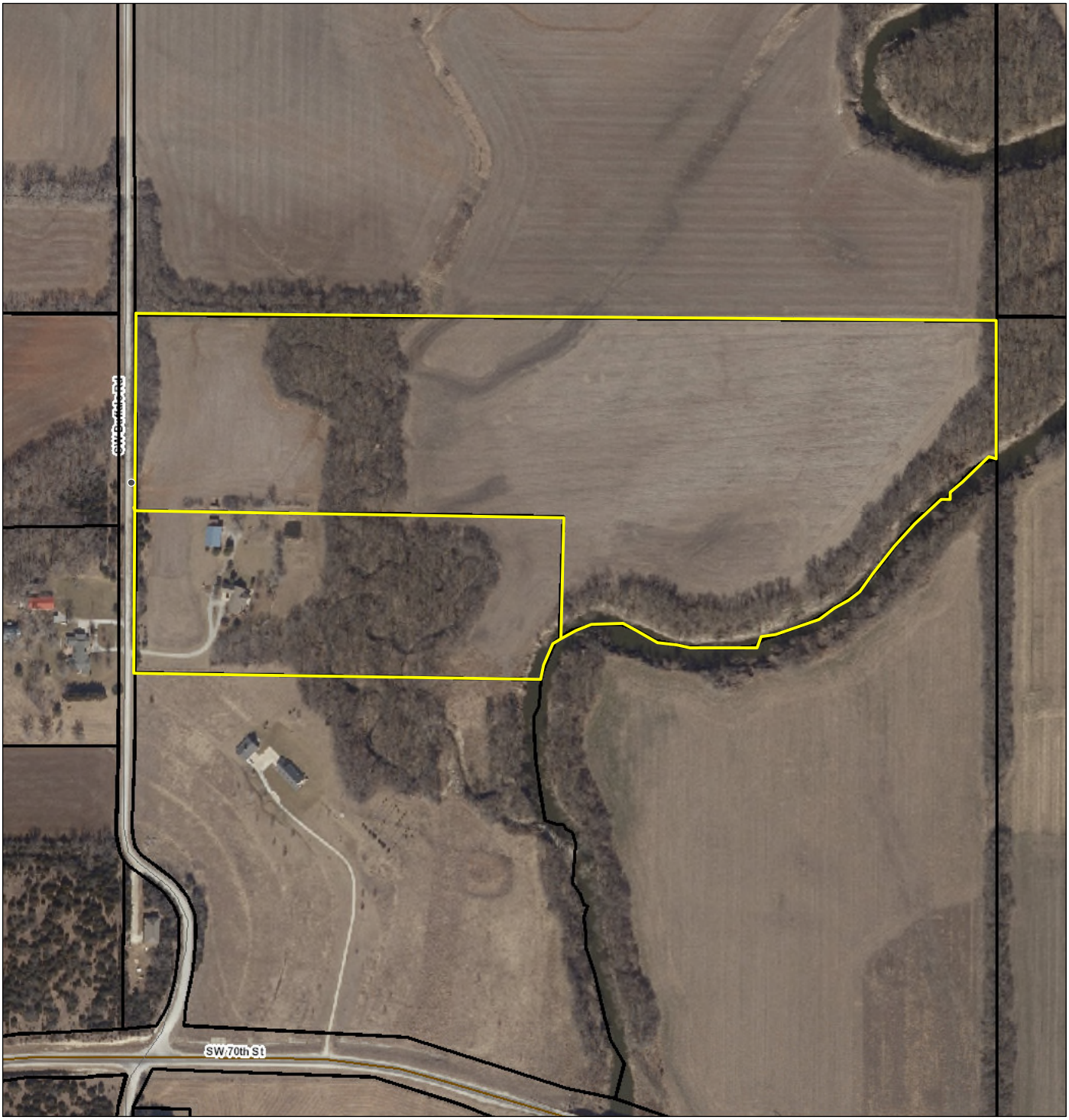
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community

6686 & 0 SW Buffalo Rd. – Towanda, KS 67144

Flood Zone: Zone AE, Zone X, & 0.2% Annual Chance Flood Hazard



6686 SW Buffalo Rd, Towanda, KS 67144 - Aerial



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0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

- Parcel Data
- Fee Simple
- Bldgs Only
- Contiguous Lot and Parcel Lines
- Contiguous Parcel Lines
- Lot and Parcel Lines
- Lot Lines
- Parcel Lines
- MunicipalBoundary
- CITY
- COUNTY ASPHALT
- COUNTY GRAVEL
- KANSAS TURNPIKE
- PAPER
- PRIVATE
- STATE HWY
- TOWNSHIP
- US HWY
- Subdivision Plats

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community

Butler County GIS/Mapping

McCurdy AUCTION LLC
REAL ESTATE SPECIALISTS

TERMS AND CONDITIONS

Thank you for participating in today's auction. The auction will be conducted by McCurdy Auction, LLC ("McCurdy") on behalf of the owner of the real estate (the "Seller"). The real estate offered for sale at auction (the "Real Estate") is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy.

1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and the Contract for Purchase and Sale.

2. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from Seller or McCurdy, including, but not limited to, the following: the condition of the Real Estate; the Real Estate's suitability for any or all activities or uses; the Real Estate's compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has been provided an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder's own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.

3. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate.

4. There will be a 10% buyer's premium ($1,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.

5. The Real Estate is not offered contingent upon financing.

6. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of cash, check, or immediately available, certified funds and in the amount set forth by McCurdy. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by Seller and Bidder.

7. Auction announcements take precedence over anything previously stated or printed, including these Terms and Conditions.

8. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.

9. These Terms and Conditions, especially as they relate to the qualifications of potential bidders, are designed for the protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole discretion of Seller or McCurdy, exceptions to certain Terms and Conditions may be made.

10. In the event Bidder is the successful bidder at the auction, Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. In the event that Bidder is the successful bidder but fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these signed Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.
11. It is the responsibility of Bidder to make sure that McCurdy is aware of Bidder's attempt to place a bid. McCurdy disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. McCurdy is not responsible for errors in bidding and Bidder releases and waives any claims against McCurdy for bidding errors. Once a bid has been acknowledged by the auctioneer, the bid cannot be retracted.
12. Bidder authorizes McCurdy to film, photograph, or otherwise record the voice or image of Bidder and any guest or minor accompanying Bidder at this auction and to use the films, photographs, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
13. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy no later than 5 p.m. on the business day prior to the auction by completing the Broker Registration Form, available on McCurdy's website.
14. McCurdy is acting solely as agent for Seller and not as an agent for Bidder. McCurdy is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will McCurdy be liable to Bidder for any damages, including incidental or consequential damages, arising out of or related to this auction, the Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale.
15. Neither Seller nor McCurdy, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the premises. Any person entering on the premises assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the premises, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.
16. To the extent permitted under applicable law, McCurdy has the right to establish all bidding increments.
17. McCurdy may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
18. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
19. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
20. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
21. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.
22. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.

GUIDE TO AUCTION COSTS

WHAT TO EXPECT

THE SELLER CAN EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- Real Estate Commission *(If Applicable)*
- Advertising Costs
- Payoff of All Loans, Including Accrued Interest, Statement Fees, Reconveyance Fees and Any Prepayment Penalties
- Any Judgments, Tax Liens, etc. Against the Seller
- Recording Charges Required to Convey Clear Title
- Any Unpaid Taxes and Tax Proration for the Current Year
- Any Unpaid Homeowner's Association Dues
- Rent Deposits and Prorated Rents *(If Applicable)*

THE BUYER CAN *GENERALLY* EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- 10% Buyer's Premium *(If Applicable)*
- Document Preparation *(If Applicable)*
- Notary Fees *(If Applicable)*
- Recording Charges for All Documents in Buyer's Name
- Homeowner's Association Transfer / Setup Fee *(If Applicable)*
- All New Loan Charges *(If Obtaining Financing)*
- Lender's Title Policy Premiums *(If Obtaining Financing)*
- Homeowner's Insurance Premium for First Year
- All Prepaid Deposits for Taxes, Insurance, PMI, etc. *(If Applicable)*

McCurdy AUCTION LLC
REAL ESTATE SPECIALISTS

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