

PROPERTY INFORMATION PACKET

THE DETAILS



9100 W. 53rd St N. | Maize, KS 67101

AUCTION: Saturday, September 15th @ 11:30 AM

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



McCurdy
AUCTION L.L.C.
REAL ESTATE SPECIALISTS



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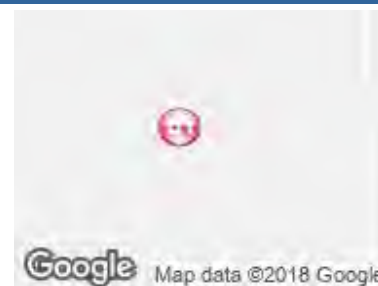
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer 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 AUCTION



MLS # 555782
Status Active
Contingency Reason
Area 730 - Maize
Address 9100 W 53RD ST N
City Maize
Zip 67101
Asking Price \$0
Original Price \$0
Picture Count 35



KEYWORDS

AG Bedrooms	4	Approx. AGLA	1966
Total Bedrooms	4.00	AGLA Source	Court House
AG Full Baths	1	Approx. BFA	0.00
AG Half Baths	0	BFA Source	Court House
Total Baths	1	Approx. TFLA	1,966
Garage Size	0	Lot Size/SqFt	126,324
Basement	None	Number of Acres	2.90
Levels	2 Story		
Approximate Age	81+ Years		
Acreage	1.01 - 5 Acres		

GENERAL

List Agent - Agent Name and Phone	LONN MCCURDY - HOME: 316-683-0612	Master Bedroom Level	Main
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-683-0612	Master Bedroom Dimensions	13'x15'
Co-List Agent - Agent Name and Phone		Master Bedroom Flooring	Wood
Co-List Office - Office Name and Phone		Living Room Level	Main
Showing Phone	316-945-7400	Living Room Dimensions	17'x15'
Model Home Phone		Living Room Flooring	Wood
Year Built	1900	Kitchen Level	Main
Builder		Kitchen Dimensions	11'x21'
Est. Completion Date		Kitchen Flooring	Tile
Building Permit Date		Room 4 Type	Bedroom
Parcel ID	20173-084-17-0-41-00-001.00-B	Room 4 Level	Upper
School District	Maize School District (USD 266)	Room 4 Dimensions	13'x13'
Elementary School	Maize USD266	Room 4 Flooring	Carpet
Middle School	Maize	Room 5 Type	Bedroom
High School	Maize	Room 5 Level	Upper
Subdivision	NONE LISTED ON TAX RECORD	Room 5 Dimensions	15'x13'
Legal	BEG 963 FT W SE COR SE1/4 N 1250.76 FT E 945.84 FT S 900.84 FT W 562.2 FT S 350 FT TH W 396 FT TO BE	Room 5 Flooring	Carpet
		Room 6 Type	Bedroom
		Room 6 Level	Upper
		Room 6 Dimensions	13'x11'
		Room 6 Flooring	Carpet
		Room 7 Type	
		Room 7 Level	
List Date	8/3/2018	Room 7 Dimensions	
Realtor.com Y/N	Yes	Room 7 Flooring	
Display on Public Websites	Yes	Room 8 Type	
Display Address	Yes	Room 8 Level	
VOW: Allow AVM	Yes	Room 8 Dimensions	
VOW: Allow 3rd Party Comm	Yes	Room 8 Flooring	
Sub-Agent Comm	0	Room 9 Type	
Buyer-Broker Comm	3	Room 9 Level	
Transact Broker Comm	3	Room 9 Dimensions	
Variable Comm	Non-Variable	Room 9 Flooring	
Virtual Tour Y/N	No	Room 10 Type	
Virtual Tour 2 Label		Room 10 Level	
		Room 10 Dimensions	
		Room 10 Flooring	
		Room 11 Type	
		Room 11 Level	
		Room 11 Dimensions	
		Room 11 Flooring	

Room 12 Type
Room 12 Level
Room 12 Dimensions
Room 12 Flooring

DIRECTIONS

Directions W. 53rd St N. & Tyler Rd - West to home. (Property is on NW corner).

FEATURES

ARCHITECTURE

Traditional

EXTERIOR CONSTRUCTION

Frame w/Less than 50% Mas

ROOF

Composition

LOT DESCRIPTION

Wooded

FRONTAGE

Paved Frontage

EXTERIOR AMENITIES

Ag Outbuilding(s)

Corral

Covered Patio

Fence-Other/See Remarks

Guttering

Horses Allowed

Irrigation Well

RV Parking

Security Light

Sprinkler System

Storage Building(s)

Storm Door(s)

Storm Shelter

Storm Windows/Ins Glass

Outbuildings

GARAGE

None

FLOOD INSURANCE

Unknown

UTILITIES

Septic

Propane Gas

Private Water

BASEMENT / FOUNDATION

None

BASEMENT FINISH

None

COOLING

Central

Electric

HEATING

Forced Air

Propane-Owned

DINING AREA

Eating Space in Kitchen

Formal

Kitchen/Dining Combo

FIREPLACE

One

Living Room

Woodburning

Wood Stove

KITCHEN FEATURES

Electric Hookup

APPLIANCES

Dishwasher

Disposal

MASTER BEDROOM

Master Bdrm on Main Level

LAUNDRY

Main Floor

Separate Room

220-Electric

INTERIOR AMENITIES

Ceiling Fan(s)

Closet-Walk-In

Hardwood Floors

Owned Water Softener

POSSESSION

At Closing

PROPOSED FINANCING

Other/See Remarks

WARRANTY

No Warranty Provided

OWNERSHIP

Individual

PROPERTY CONDITION REPORT

Yes

DOCUMENTS ON FILE

Additional Photos

Ground Water

Lead Paint

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

Currently Rented Y/N

No

Rental Amount

General Property Taxes \$1,594.51

General Tax Year

2017

Yearly Specials

\$5.88

Total Specials

\$5.88

HOA Y/N

No

Yearly HOA Dues

HOA Initiation Fee

Home Warranty Purchased No

Earnest \$ Deposited With Security 1st Title

PUBLIC REMARKS

Public Remarks ONSITE REAL ESTATE AUCTION ON SATURDAY, SEPTEMBER 15TH AT 11:30 A.M. CLEAR TITLE AT CLOSING, NO BACK TAXES , PREVIEW AVAILABLE. NO MINIMUM, NO RESERVE!!! This is a unique opportunity to own a 4-Bedroom, 1-Bath country style farm house situated on 3+/- acres of land. Enjoy the convenience of access to the City of Maize, Wichita, K-96, Hutchinson, Newton and the property is located in Maize School District; all while nestled into a country setting, surrounded by active farming. Fantastic location for a horse, or other livestock onsite and surrounded by mature trees, this property is an oasis that you can call home. The exterior of the two-story home features a large covered front porch and a side porch with a charming porch swing. The home has surrounding landscaping including shrubs on both sides. Just down the driveway, behind the home are outbuildings. There is a chicken coop building that has been previously used as a shop and has a wide sliding barn door and a man door for ease of access. The second outbuilding is a small concrete shed for storing tools and equipment. The property also includes a partially underground cellar and plenty of space for RV parking. The utilities include private water (well) for irrigation and drinking, electric, owned propane gas and septic system. The interior of the home features lots of character throughout with wood flooring, French doors and wide trim. The living room has large windows and a wood-burning fireplace and opens up to a formal dining room or sitting room. The large kitchen also has an eating space to accommodate friends and family. Off the kitchen is a separate laundry room with storage cabinets. The home has a private split bedroom plan with one bedroom and full bathroom on the main floor and three bedrooms on the upper floor. The bedrooms have neutral colors and tall windows. Enjoy peaceful tranquility of the country, while being close to the modern conveniences in wonderful Maize schools. Call to schedule your private preview today! *Taxes on the parcel will be estimated at closing as final amount will not be available until such time as the lot split is finalized. *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 \$5,000.

AUCTION

Type of Auction Sale	Absolute	1 - Open for Preview	Yes
Method of Auction	Live Only	1 - Open/Preview Date	9/15/2018
Auction Location	Onsite	1 - Open Start Time	10:30 A.M.
Auction Offering	Real Estate Only	1 - Open End Time	11:30 A.M.
Auction Date	9/15/2018	2 - Open for Preview	
Auction Start Time	11:30 A.M.	2 - Open/Preview Date	
Broker Registration Req	Yes	2 - Open Start Time	
Buyer Premium Y/N	Yes	2 - Open End Time	
Premium Amount	0.10	3 - Open for Preview	
Earnest Money Y/N	Yes	3 - Open/Preview Date	
Earnest Amount %/\$	5,000.00	3 - Open Start Time	
		3 - Open End Time	

TERMS OF SALE

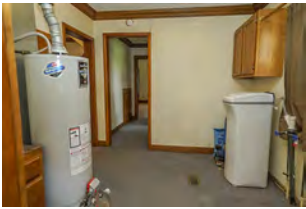
Terms of Sale

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES





DISCLAIMER

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This report supersedes any list appearing in the MLS

Instant forms

Haven't lived there for several years

WATER/SEWAGE SYSTEMS (See Part II Also)					HEATING & COOLING SYSTEMS				
TRANSFERS TO BUYER		Indicate the condition of the following items by marking only one appropriate box.			TRANSFERS TO BUYER		Indicate the condition of the following items by marking only one appropriate box.		
None Does Not Transfer	Working Not Working Don't Know				None Does Not Transfer	Working Not Working Don't Know			
☒	☒	☒	☐	☐	☐	☒	☐	☐	☐
Sewage Systems					Cooling System				
☒ ☐ ☐ Sump Pump					☐ ☐ ☒ ☐ Type <u>Electric</u>				
☒ ☐ ☐ Backup Sump Pump/Battery					☐ ☐ ☐ ☐ Age <u>2017 - Spring</u>				
☐ ☐ ☒ ☐ Plumbing					☐ ☐ ☒ ☐ Heating System				
☐ ☐ ☐ Type					☐ ☐ ☐ ☐ Type <u>2017 - Spring</u>				
☐ ☐ ☒ ☐ Water Heater (Circle One) ☐ Elect ☒ Gas					☐ ☐ ☐ ☐ Age <u>2017 - Spring</u>				
☐ ☐ ☐ Size & Age					☒ ☐ ☐ ☐ Window/Wall Air Conditioning Units				
☒ ☐ ☐ ☐ Instant Hot Water					☒ ☐ ☐ ☐ Electronic Air Filter				
☐ ☐ ☒ ☐ Water Softener					☒ ☐ ☐ ☐ Humidifier				
☐ ☐ ☐ (Circle One) ☒ Own ☐ Rent/Lease					☒ ☐ ☐ ☐ Fireplace				
☐ ☐ ☐ Company					☒ ☐ ☐ ☐ Fireplace Insert				
☐ ☐ ☐ ☐ Water Purifier/Reverse Osmosis					☐ ☐ ☒ ☐ Wood burning Stove				
☐ ☐ ☒ ☐ Underground Sprinkler System					☐ ☐ ☐ ☐ Chimney/Flue - Date Last Cleaned				
☐ ☐ ☐ Backflow Device (Circle One) ☐ YES ☒ NO					☒ ☐ ☐ ☐ Gas Log Lighter				
☐ ☐ ☐ Date Last Tested or Inspected					☒ ☐ ☐ ☐ Whole House Attic Fan				
☒ ☐ ☐ ☐ Pool Equipment					☒ ☐ ☐ ☐ Solar Equipment				
☒ ☐ ☐ ☐ Hot Tub/Spa					☐ ☐ ☒ ☐ Propane Tank				
Comments:					(Circle One) ☒ Own ☐ Rent/Lease Company				
MEDIA					Comments:				
TRANSFERS TO BUYER		Indicate the condition of the following items by marking only one appropriate box.			Any Additional Comments for Part I:				
None Does Not Transfer	Working Not Working Don't Know								
☒	☐	☐	☐	☐					
☒	☐	☐	☐	☐					
Satellite Dish									
_____ # of Rcvrs/Remotes									
☒	☐	☐	☐	☐					
Attached Antennas									
☐	☒	☐	☐	☐					
Cable TV Wiring/Jacks									
☒	☐	☐	☐	☐					
Attached Television Mount(s)									
☒	☐	☐	☐	☐					
Projector(s)									
☒	☐	☐	☐	☐					
Projector Screen(s)									
☒	☐	☐	☐	☐					
Surround Sound Speakers									
☒	☐	☐	☐	☐					
Wired for Surround Sound									
Comments:									

BUYER'S INITIALS: _____

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SELLER'S INITIALS: C.W. L.W.

Have not lived here for several years

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)
☐	☒	☐	Movement, shifting, deterioration or other problems with walls or foundation?
☐	☒	☐	Cracks or flaws in the walls, floors or foundation?
☐	☒	☐	Problems with driveways, walkways, patios, retaining walls, party walls?
☐	☒	☐	Problems with operation of windows or doors, or broken seals?
☐	☒	☐	Any corrective actions to items in this section? (Example - Piering, bracing, etc.)
☐	☒	☐	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☒	☐	☐	Is there insulation in the walls?
☐	☒	☐	Is there insulation in the floors?
Additional Comments:			
YES	NO	DON'T KNOW	SECTION 2 ROOF/INSULATION
☐	☒	☐	Age: <u>2 yrs</u> Type: <u>Composite Single Class III</u>
☐	☒	☐	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 ☒ REPLACED? ☐ REPAIRED? (Mark One) If YES, Date: _____ (Identify details below.)
☐	☒	☐	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☐	☒	☐	Do you know of any problems with chimneys or chases? (If YES, explain below.)
☐	☒	☐	Do you know of any problems with roof, roof structure or rain gutters? (If YES, explain below.)
☒	☐	☐	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)
☐	☒	☐	Presence of any mold/mildew in the property?
☐	☒	☐	Any problems created by mold or mildew for occupants of the structure during your ownership?
☐	☒	☐	Have you had any inspections for mold or mildew? If YES, Date: _____ (If YES, explain below.)
☐	☒	☐	Have you received any reports pertaining to mold or mildew on or within the structure? (If YES, attach.)
☐	☒	☐	Has the property had any professional mold remediation during your ownership? If YES, Date: _____
Additional Comments:			

BUYER'S INITIALS: _____

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SELLER'S INITIALS: GW LW

Haven't Lived Here for Several Years

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
☐	☒	☐	Is the property connected to City Water?
☐	☒	☐	Is the property connected to Rural Water? If YES, Transfer Fee: _____ District: _____
☒	☐	☐	Is the property connected to any private water systems? (Mark all that apply.)
			☒ Drinking Well ☐ Irrigation Well ☐ Geo-Thermal Well
			Type: _____ Location: <u>FRONT YARD</u> Depth: _____
			Type: _____ Location: _____ Depth: _____
			Type: _____ Location: _____ Depth: _____
☐	☒	☐	Has the water in any wells shown test results of contamination? (If YES, explain below.)
☐	☒	☐	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: <u>West of House</u>
			# feet laterals: _____ # Feet infiltrators: _____ Location: _____
☐	☒	☐	Is the property connected to a lagoon system? Location: _____
☐	☒	☐	Is the property connected to some other type of waste disposal system? (If YES, explain below.)
☐	☒	☐	To your knowledge, is there any problem relating to the waste disposal system?
Additional Comments: <u>New Line From House to Tank about 5 years ago</u>			

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

YES	NO	DON'T KNOW	SECTION 6 PEST, WOOD INFESTATION & DRY ROT
☐	☒	☐	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
☐	☒	☐	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
☐	☒	☐	Have there been any repairs of such damage? (If YES, explain below.)
☐	☒	☐	Is the property currently under a termite warranty or other coverage by a licensed pest control company?
			Company: _____ Warranty Expiration Date: _____
☐	☒	☐	Any wood destroying insects control reports in the last 5 years? (If YES, explain below.)
☐	☒	☐	Any professional wood destroying insects control treatments in the last 5 years? (If YES, explain below.)
☐	☒	☐	Any pest control reports in the last 5 years? (If YES, explain below.)
☐	☒	☐	Any professional pest control treatments in the last 5 years? (If YES, explain below.)
Additional Comments:			

BUYER'S INITIALS: _____

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SELLER'S INITIALS: GW LW

haven't lived there for several years

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			
☐	☒	☐	Is the property located in a subdivision with a master drainage plan?
☐	☐	☐	If YES, is the property in compliance?
☐	☒	☐	Has the property ever had any drainage problems during your ownership? (If YES, explain below.)
☐	☒	☐	Are there any producing or non-producing gas/oil wells on the property or adjacent property?
☒	☐	☐	Do mineral rights convey to buyer? If NO, please define: _____
Groundwater contamination has been detected in several areas in the State of Kansas.			
☐	☒	☐	Are you aware of groundwater contamination or other environmental concerns?
☐	☒	☐	Any reports or records pertaining to groundwater contamination or other environmental concerns?
☐	☐	☐	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.)			
☐	☒	☐	Asbestos
☐	☒	☐	Contaminated soil or water (including drinking water)
☐	☒	☐	Landfill or buried materials
☐	☒	☐	Lead-based paint (If YES, attach disclosure.)
☐	☒	☐	Radon gas in house or well If YES, has mitigation been performed? (Mark One) ☐ YES ☐ NO
☐	☒	☐	Methane Gas
☐	☒	☐	Oil sheers in wet areas
☐	☒	☐	Radioactive material
☐	☒	☐	Toxic material disposal (solvents, chemicals, etc.)
☐	☒	☐	Underground fuel or chemical storage tanks
☐	☒	☐	EMFs (Electro Magnetic Fields)
☐	☒	☐	Urea formaldehyde foam insulation (UFFI)
☐	☐	☐	Other: _____
☐	☒	☐	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?
☐	☒	☐	To your knowledge, are any of the above conditions present near your property?
Comments: _____			
SECTION 8			
BOUNDARIES/LAND			
☐	☐	☐	Have you had a survey of the property? (If YES, attach copy if available.)
☐	☐	☐	Are the boundaries of your property marked in any way?
☐	☐	☐	Is there any fencing on the boundaries of the property?
☐	☐	☐	Does fencing belong to the property? If YES, which sides? _____
☐	☒	☐	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)?
☐	☒	☐	To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
☐	☒	☐	To your knowledge, is any portion of the property located in a federally designated flood plain?
☐	☒	☐	Do you currently, or have you ever, paid flood insurance for the property?
☐	☒	☐	To your knowledge, is any portion of the property located in a designated wetlands area?
☐	☒	☐	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: _____			

BUYER'S INITIALS: _____

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SELLER'S INITIALS: G.W. LW

Have not lived here for several years

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.			
☐	☒	☐	Any current/pending bonds, assessments, or special taxes that apply to property?
☐	☒	☐	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: _____
☐	☒	☐	Is the property subject to rules or regulations of an active Homeowner's Association?
			Annual Dues? _____ Initiation Fee? _____
			Homeowner's Association contact information: _____
☐	☒	☐	Is the property subject to a right of first refusal?
☐	☒	☐	Is the property subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions?
☐	☒	☐	Any violations of such covenants and restrictions?
Comments:			
YES	NO	DON'T KNOW	SECTION 10
MISCELLANEOUS			
☐	☒	☐	Have any improvements or repairs (including, but not limited to, HVAC, plumbing, electrical, structural additions) been made to the property without obtaining required permits ?
☐	☒	☐	Are any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions?
☐	☒	☐	Is the present use of the property a non-conforming use?
☒	☐	☐	Have you had any insurance claims in the past five years?
☒	☐	☐	Were repairs made? If so, <i>Roof</i>
☐	☒	☐	Is there any unrepaired damage due to hail, storm, wind, fire or flood?
☐	☒	☐	Are there any stains, tears, burns, holes, etc., in the property that are not readily visible?
☒	☐	☐	Does a pet(s) reside or has a pet(s) ever resided in or on the property?
☐	☒	☐	Is there any damage due to pets, interior/exterior, including, but not limited to, odors, stains, etc.?
☒	☐	☐	Do all window and door treatments remain? If NO, please list: _____
☐	☐	☐	Does any other personal property remain? If YES, please list: _____
☐	☒	☐	Does the property contain any of the following? (Mark all that apply.)
☐	☒	☐	☐ Swimming Pool ☐ Spa ☐ Hot Tub ☐ Sauna ☐ Water Feature
☐	☐	☐	If YES, are either of the following heated? ☐ Swimming Pool ☐ Spa If yes, type of heat? _____
☐	☒	☐	Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature? Explain: _____
☐	☒	☐	Is the property in a historic, conservation or special review district, that requires any alterations or improvements to the Property, be approved by a board or commission?
☐	☒	☐	Are there any other facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property?
☐	☒	☐	Are there any transferable warranties on the property or any of its components?
Comments:			
Any Additional Comments For Part II:			

BUYER'S INITIALS: _____

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SELLER'S INITIALS: *G.W.* *LW*

216

SELLER'S ACKNOWLEDGEMENT

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

224 Seller is occupant: YES ☒ NO

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

227 SELLER: Bernad Woodard 8/6/18
 228 Date

SELLER: Leslye R Woodard
 Date

229

BUYER'S ACKNOWLEDGEMENT AND AGREEMENT

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

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

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

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

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

250 BUYER: _____
 251 Date

BUYER: _____
 Date

252 This form is approved by legal counsel for the Wichita Area Association of REALTORS® exclusively for use by members of the Wichita Area
 253 Association of REALTORS® and other authorized REALTORS®. No warranty is made or implied as to the legal validity or adequacy of this
 254 form, or that its use is appropriate for all situations. Copyright March 2014.

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**DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

Property Address 9100 W 53rd - Maize, KS 67101

Lead Warning Statement

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

SELLER'S DISCLOSURE (please complete both a and b below)

(a) Presence of lead-based paint and/or lead-based paint hazards (initial one):

GW LRW

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

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(b) Records and Reports available to the Seller (initial one):

GW LRW

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

Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):

BUYER'S ACKNOWLEDGMENT (please complete c, d, and e below)

(c) Buyer has received copies of all information listed above. (initial)

(d) Buyer has received the pamphlet *Protect Your Family from Lead Paint in Your Home*. (initial)

(e) Buyer has (initial one):

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

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S/LICENSEE'S ACKNOWLEDGMENT (initial below)

LSS (f) Agent/Licensee has informed the Seller of the Seller's obligation under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

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

Gerald Woodard
X Seller 8/3/2018 2:47:18 PM CDT Date
Authentisign
Leslye R Woodard
X Seller 8/3/2018 2:44:48 PM CDT Date
Janice Schneider 8/3/18
Agent/Licensee Date

X Buyer Date
X Buyer Date
Agent/Licensee Date



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 9100 W 53rd - Maize, KS 67101

DOES THE PROPERTY HAVE A WELL? YES ☒ NO ☐

If yes, what type? Irrigation ☒ Drinking ☒ Other ☐

Location of Well: EAST of House

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

If yes, what type? Septic ☒ Lagoon ☐

Location of Lagoon/Septic Access: West of House

Authentisign	<u>Gerald Woodard</u>	
Owner	8/3/2018 2:47:24 PM CDT	Date
Authentisign	<u>Leslye R Woodard</u>	
Owner	8/3/2018 2:45:03 PM CDT	Date

ADDENDUM _____ (Groundwater)

THIS ADDENDUM to Contract for Sale and Purchase of Real Estate between and among the undersigned is entered into effective on the last date set forth below.

Groundwater contamination has been detected in several areas in and around Sedgwick County. Licensees do not have any expertise in evaluating environmental conditions.

The parties are proposing the sale and purchase of certain property, commonly known as:
9100 W 53rd - Maize, KS 67101

The parties are advised to obtain expert advice in regard to any environmental concerns.

SELLER'S DISCLOSURE (please complete both a and b below)

(a) Presence of groundwater contamination or other environmental concerns (initial one):

☒ GW ☐ LRN Seller has no knowledge of groundwater contamination or other environmental concerns; or
_____ Known groundwater contamination or other environmental concerns are:

(b) Records and reports in possession of Seller (initial one):

☒ GW ☐ LRN Seller has no reports or records pertaining to groundwater contamination or other environmental concerns; or
_____ Seller has provided the Buyer with all available records and reports pertaining to groundwater contamination or other environmental concerns (list document below):

BUYER'S ACKNOWLEDGMENT (please complete c below)

(c) _____ Buyer has received copies of all information, if any, listed above. (initial)

CERTIFICATION

Seller certifies, to the best of Seller's knowledge, that the information Seller has provided is true and accurate, and that Buyer and all licensees involved are relying on Seller's information. Buyer certifies that Buyer has reviewed Seller's responses and any records and reports furnished by Seller.

<u>Gerald Woodard</u> 03/20/18 2:47:22 PM CDT X <u>Seller</u> _____ Authentisign <u>Leslie R Woodard</u> X <u>Seller</u> _____ 03/20/18 2:45:22 PM CDT	_____ Date _____ Date	_____ Buyer _____ Date _____ Buyer _____ Date
--	-------------------------------------	---

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December 19, 2006

Griffiths & Associates, Inc.

Land Surveyors

6101 Bella Road
Wichita, KS 67204
(316) 267-2900
Fax: (316) 755-2588

File #060133

LEGAL DESCRIPTIONS FOR TRACTS IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 1 WEST OF THE 6TH PM, SEDGWICK COUNTY, KANSAS

Tract 1

House
A tract of land in the Southeast Quarter of Section 17, Township 26 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, described as commencing at the Southeast corner of said Southeast Quarter; thence westerly, on the south line of said Southeast Quarter, on an assumed bearing of North 90° 00' 00" West, a distance of 567.00 feet to the **POINT OF BEGINNING**; thence continuing North 90° 00' 00" West, on said south line, a distance of 396.00 feet; thence North 0° 00' 00" West, a distance of 296.00 feet; thence South 90° 00' 00" East, a distance of 253.00 feet; thence North 0° 00' 00" West, a distance of 54.00 feet; thence South 90° 00' 00" East, a distance of 143.00 feet; thence South 0° 00' 00" East, a distance of 350.00 feet to the **POINT OF BEGINNING**. Said tract is subject to road right-of-way on the south.

Tract 2

Land Behind House Not Selling
A tract of land in the Southeast Quarter of Section 17, Township 26 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, described as commencing at the Southeast corner of said Southeast Quarter; thence westerly, on the south line of said Southeast Quarter, on an assumed bearing of North 90° 00' 00" West, a distance of 963.00 feet; thence North 0° 00' 00" West, a distance of 296.00 feet to the **POINT OF BEGINNING**; thence continuing North 0° 0' 00" West, a distance of 954.76 feet; thence South 90° 00' 00" East, a distance of 945.84 feet to a point on the east line of said Southeast Quarter; thence South 0° 47' 11" East, on said east line, a distance of 900.84 feet; thence North 90° 00' 00" West, a distance of 705.20 feet; thence South 0° 00' 00" East, a distance of 54.00 feet; thence North 90° 00' 00" West, a distance of 253.00 feet to the **POINT OF BEGINNING**. Said tract contains 20.0 acres, more or less, and is subject to road right-of-way on the east.

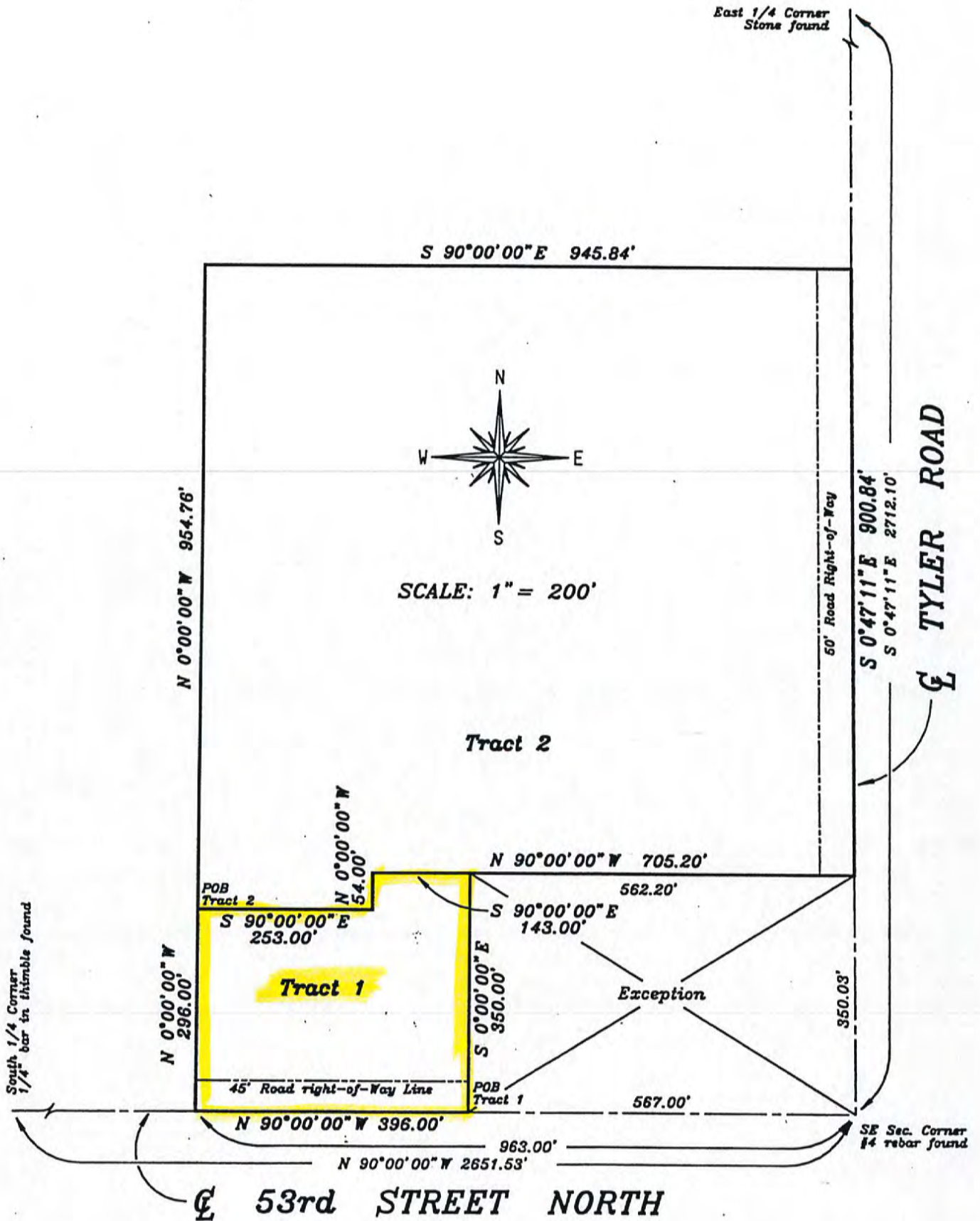
These legal descriptions were prepared by Griffiths & Associates, Inc., and are true and correct to the best knowledge and belief of the corporation.

GRIFFITHS & ASSOCIATES, INC.


Arthur G. Griffiths LS #244

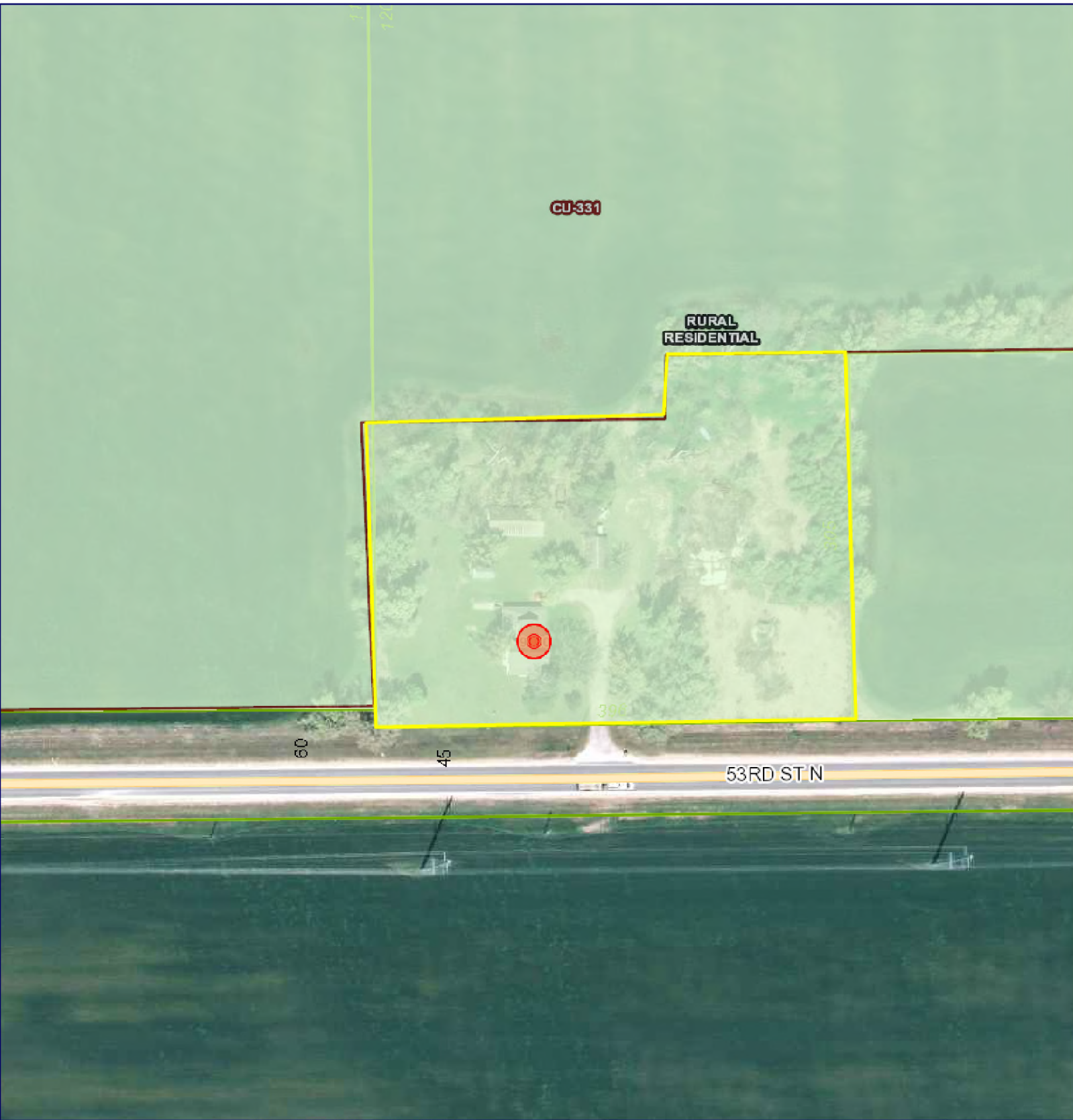
Date: 12-19-06

This document should contain a crimped seal and the surveyor's signature in blue ink. If it does not, it is a copy that should be assumed to contain unauthorized alterations. The certification on this document shall not apply to any copies.



9100 W 53rd St. St. N., Maize

Zoning: RR Rural Residential



Geographic Information Services
Sedgwick County...
working for you

Geographic Information Services
Division of Information & Operations
www.sedgwickcounty.org/gis
525 N. Main, Suite 212, Wichita, KS 67203
Tel: 316.660.9290 Fax: 316.262.1174
Mon Aug 20 15:55:36 GMT-0500 2018

DISCLAIMER: It is understood that, while Sedgwick County Geographic Information Services (SCGIS), City of Wichita GIS, (for purposes of the road centerline file), participating agencies, and information suppliers, have no indication or reason to believe that there are inaccuracies in information provided, SCGIS, its suppliers make no representations of any kind, including, but not limited to, warranties of merchantability or fitness for a particular use, nor are any such warranties to be implied with respect to the information, data or service furnished herein. In no event shall the Data Providers become liable to users of these data, or any other party, for any loss or damages, consequential or otherwise, including but not limited to time, money, or goodwill, arising from the use, operation or modification of the data. In using these data, users further agrees to indemnify, defend, and hold harmless the Data Providers for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data, or the use of the data. No person shall sell, give or receive for the purpose of selling or offering for sale, any portion of the information provided herein.

Legend	
Flood Plain	
Base Flood Approximate	- -
Base Flood Elevations	—
0.2 Pct Annual Chance	
0.2 Pct Annual Chance Flood Hazard	
A	A
AE	AE,
AE, FLOODWAY	AE, FLOODWAY
AH	AH
AO	AO
X - Area of Special Consideration	X AREA OF SPECIAL CONSIDERATION
X	X,
Area Not Included	

9100 W 53rd St. St. N., Maize

Aerial



Geographic Information Services

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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*)

