PROPERTY INFORMATION PACKET

THE DETAILS



24645 Irving Rd. | Humboldt, KS 66748

AUCTION: Saturday, October 27th @ 10:00 AM

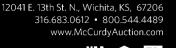








Table of Contents

PROPERTY DETAIL PAGE
LEAD BASED PAINT DISCLOSURE
WATER WELL ORDINANCE
FLOOD ZONE MAP
AERIAL
TERMS AND CONDITIONS
GUIDE TO AUCTION COSTS

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



MLS# 557537 Status Active

Contingency Reason

OUT - Out of Area Area Address 24645 Irving Rd

Address 2

City Humboldt Zip 66748 Asking Price \$0 Original Price \$0 Picture Count 36





















KEYWORDS

AG Bedrooms 5 5.00 Total Bedrooms AG Full Baths AG Half Baths 0 2 **Total Baths** Garage Size 4+ None **Basement** Levels 2 Story Approximate Age 81+ Years

10.01 or More Acreage Approx. AGLA 2539 AGLA Source Court House

Approx. BFA 0.00

BFA Source Court House Approx. TFLA 2,539 Lot Size/SqFt 1.825.600 Number of Acres 41.91

GENERAL

List Agent - Agent Name and Phone Ty Patton List Office - Office Name and Phone McCurdy Auction, LLC - OFF: 316 Showing Phone

-683-0612 316-945-7400

Year Built 1901 Parcel ID

06704-10100000010.000 Chanute Public Schools (USD 413)

School District Elementary School Chanute Middle School Royster High School Chanute Subdivision **OTHER**

Legal S01, T27, R018, ACRES 41.91, N2 S2 NE4 & N 94.15' OF E 320' OF S2 S2 NE4 LESS RD Deed Book

/Page 0338

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 3 Transact Broker Comm 3

Variable Comm Non-Variable Virtual Tour Y/N No Master Bedroom Level Main Master Bedroom Dimensions 11'10" x 15'2" Master Bedroom Flooring Carpet Living Room Level Main

Living Room Dimensions Living Room Flooring

Kitchen Level Main Kitchen Dimensions 27'6" x 14'9"

Kitchen Flooring Tile

Room 4 Type Dining Room Room 4 Level Main Room 4 Dimensions 15'0" x 15'1"

Room 4 Flooring Carpet

Room 5 Type Family Room Room 5 Level Main

Room 5 Dimensions 15'1" x 21'6" Room 5 Flooring Carpet

Room 6 Type Bonus Room Room 6 Level Main Room 6 Dimensions 5' x 12'6" Room 6 Flooring Carpet Room 7 Type Bedroom Room 7 Level Main

Room 7 Dimensions 11'10" x 15'2" Room 7 Flooring Carpet Room 8 Type Bedroom Room 8 Level Main

Room 8 Dimensions 12'10" x 9'8" Room 8 Flooring Carpet Room 9 Type Bedroom Room 9 Level Upper Room 9 Dimensions 12'2" x 10'11"

Wood

15'8" x 15'2" Carpet

DIRECTIONS

Directions 220th Road & Hwy 169 - East to Irving Road and north to property.

FEATURES

ARCHITECTURE Traditional **EXTERIOR CONSTRUCTION** Vinyl/Metal Siding ROOF Metal LOT DESCRIPTION

FLOOD INSURANCE Unknown UTILITIES Septic Rural Water **BASEMENT / FOUNDATION** None

KITCHEN FEATURES Eating Bar Island Pantry Gas Hookup **APPLIANCES** Dishwasher

Room 9 Flooring

POSSESSION At Closing PROPOSED FINANCING Other/See Remarks WARRANTY No Warranty Provided **OWNERSHIP**

FEATURES

Pond/Lake Standard **FRONTAGE Unpaved Frontage EXTERIOR AMENITIES** Fence-Wrought Iron/Alum Fence-Other/See Remarks Guttering **RV** Parking Satellite Dish Security Light Storm Door(s) Storm Windows/Ins Glass

Other/See Remarks GARAGE Attached Detached Carport Opener Oversized

BASEMENT FINISH None

COOLING Central Electric **HEATING** Forced Air Flectric **DINING AREA** Eating Bar

Eating Space in Kitchen

Formal **FIREPLACE** Family Room Wood Stove

Disposal Refrigerator Range/Oven

MASTER BEDROOM Master Bdrm on Main Level Master Bedroom Bath Shower/Master Bedroom AG OTHER ROOMS

Family Room-Main Level

Sun Room LAUNDRY Main Floor

INTERIOR AMENITIES Ceiling Fan(s) Hardwood Floors Vaulted Ceiling

Window Coverings-Part Wired for Surround Sound Individual

PROPERTY CONDITION REPORT

DOCUMENTS ON FILE Additional Photos

Lead Paint

SHOWING INSTRUCTIONS Appt Req-Call Showing #

LOCKBOX Combination TYPE OF LISTING Excl Right w/o Reserve

AGENT TYPE Sellers Agent

FINANCIAL

Assumable Y/N No Currently Rented Y/N No General Property Taxes \$2,514.78 General Tax Year 2017 Yearly Specials \$0.00 **Total Specials**

\$0.00

HOA Y/N No Yearly HOA Dues \$0.00 **HOA** Initiation Fee \$0.00 Home Warranty Purchased No

Earnest \$ Deposited With Security 1st Title

PUBLIC REMARKS

Public Remarks ONSITE REAL ESTATE AUCTION ON SATURDAY, OCTOBER 27TH AT 10:00 AM. CLEAR TITLE AT CLOSING, NO BACK TAXES, PREVIEW AVAILABLE. Offering a nearly 42 acre secluded country paradise with a newly updated, 2,539 square foot home! Hidden back away from the highway sits this quiet, peaceful oasis with all the fixings of a country lifestyle. This expansive property features outbuildings, two ponds with great fishing opportunities, rolling hills, pasture, and opportunities for hunting. You won't have to search far to find abundant wildlife roaming throughout the property, including deer, quail and turkey. As you enter the property your eyes gaze upon the large five bedroom, two bathroom farmhouse with an oversized two-car garage, large metal shop, three barns, and an outbuilding that could double as a another two-car garage. The barn nearest the pasture includes concrete flooring and permanent metal horse stalls. Fencing for cattle surrounds a field adjacent to the home. The farmhouse has been recently remodeled to meet all your needs. The interior features hardwood floors, vaulted ceilings, ceiling fans and central heat/air. Enjoy preparing meals with your family in the impressive, 27'6" x 14'9" kitchen with an eating bar, island, and pantry. Appliances include a dishwasher, refrigerator, and an oven. This kitchen opens up to the adjacent formal dining room. Enjoy the enclosed porch with built-in shelving and the main-floor family room with a wood stove, projector, projector screen, and surround sound wiring. The master suite boasts lots of natural light, built-in storage, and an en suite bathroom. The main floor features one more bedroom, a second full bathroom, and laundry facilities in a separate room located in the garage. The upper level offers three bedrooms. Don't miss your opportunity to own this secluded country paradise! *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 \$10,000.

AUCTION

Type of Auction Sale Reserve Method of Auction Live Only **Auction Location** Onsite

Auction Offering Real Estate Only **Auction Date** 10/27/2018 **Auction Start Time** 10:00 AM **Broker Registration Req** Yes Buyer Premium Y/N Yes

Premium Amount 0.10 Earnest Money Y/N Yes Earnest Amount %/\$ 10,000.00 1 - Open for Preview Yes 1 - Open/Preview Date 10/27/2018 1 - Open Start Time 9:00 AM 1 - Open End Time 10:00 AM

ADDITIONAL PICTURES







































































DISCLAIMER

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AUCTION-RESIDENTIAL



MLS# 557538 Class Land **Property Type** Farm County Neosho

OUT - Out of Area Area Address 24645 Irving Rd.

Address 2

City Humboldt State KS 66748 Zip Status Active

Contingency Reason

Asking Price \$0 For Sale/Auction/For Rent Auction Associated Document Count 3





















List Agent - Agent Name and Phone Ty Patton **List Office - Office Name and Phone** McCurdy Auction, LLC - OFF: **High School**

316-683-0612 Subdivision Co-List Agent - Agent Name and Phone Legal

Co-List Office - Office Name and Phone

Showing Phone 316-945-4500 **Zoning Usage** Agriculture

Parcel ID 06704-10100000010.000 **Number of Acres** 41.91

Price Per Acre Lot Size/SaFt

1.825.600

School District Chanute Public Schools (USD

413)

Elementary School Chanute Middle School Royster Chanute OTHER

S01, T27, R018, ACRES 41.91, N2 S2 NE4 & N 94.15' OF E 320' OF S2 S2 NE4 LESS

RD Deed Book/Page 0338

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** n **Buyer-Broker Comm** 3 Transact Broker Comm 3

Non-Variable Variable Comm

Virtual Tour Y/N No

DIRECTIONS

Directions 220th Road & Hwy 169 - East to Irving Road and north to property.

FEATURES

SHAPE / LOCATION **IMPROVEMENTS** Farm House Rectangular Fencing **TOPOGRAPHIC OUTBUILDINGS** Pond/Lake Rolling Livestock Barn Shop PRESENT USAGE **MISCELLANEOUS FEATURES** None/Vacant **ROAD FRONTAGE** Mineral Rights Included

DOCUMENTS ON FILE Dirt **UTILITIES AVAILABLE** Aerial Photos Electricity Photographs

Public Water

FLOOD INSURANCE Unknown **SALE OPTIONS** Other/See Remarks PROPOSED FINANCING Other/See Remarks **POSSESSION** At Closing

SHOWING INSTRUCTIONS Call Showing #

LOCKBOX Combination **AGENT TYPE** Sellers Agent **OWNERSHIP** Individual **TYPE OF LISTING** Excl Right w/o Reserve **HOUSE FEATURES**

31+ Years 5+ Bedrooms

Other Constr./See Remarks

BUILDER OPTIONS Open Builder

FINANCIAL

Septic Tank Installed

Assumable Y/N No **General Taxes** \$2,514.78 General Tax Year 2017 Yearly Specials \$0.00 **Total Specials** \$0.00

HOA Y/N No Yearly HOA Dues \$0.00 **HOA Initiation Fee** 0.00

Earnest \$ Deposited With Security 1st Title

PUBLIC REMARKS

Public Remarks ONSITE REAL ESTATE AUCTION ON SATURDAY, OCTOBER 27TH AT 10:00 AM. CLEAR TITLE AT CLOSING, NO BACK TAXES, PREVIEW AVAILABLE. Offering a nearly 42 acre secluded country paradise with a newly updated, 2,539 square foot home! Hidden back away from the highway sits this quiet, peaceful oasis with all the fixings of a country lifestyle. This expansive property features outbuildings, two ponds with great fishing opportunities, rolling hills, pasture, and opportunities for hunting. You won't have to search far to find abundant wildlife roaming throughout the property, including deer, quail and turkey. As you enter the property your eyes gaze upon the large five bedroom, two bathroom farmhouse with an oversized two-car garage, large metal shop, three barns, and an outbuilding that could double as a another two-car garage. The barn nearest the pasture includes concrete flooring and permanent metal horse stalls. Fencing for cattle surrounds a field adjacent to the home. The farmhouse has been recently remodeled to meet all your needs. The interior features hardwood floors, vaulted ceilings, ceiling fans and central heat/air. Enjoy preparing meals with your family in the impressive, 27'6" x 14'9" kitchen with an eating bar, island, and pantry. Appliances include a dishwasher, refrigerator, and an oven. This kitchen opens up to the adjacent formal dining room. Enjoy the enclosed porch with built-in shelving and the main-floor family room with a wood stove, projector, projector screen, and surround sound wiring. The master suite boasts lots of natural light, built-in storage, and an en suite bathroom. The main floor features one more bedroom, a second full bathroom, and laundry facilities in a separate room located in the garage. The upper level offers three bedrooms. Don't miss your opportunity to own this secluded country paradise! *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 \$10,000.

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Auction Offering Real Estate Only **Auction Date** 10/27/2018 **Auction Start Time** 10:00 AM **Broker Registration Reg** Yes

Broker Reg Deadline 5 pm prior business day

Buyer Premium Y/N Yes **Premium Amount** 0.10 **Earnest Money Y/N** Yes Earnest Amount %/\$ 10,000.00

TERMS OF SALE

Terms of Sale

ADDITIONAL PICTURES







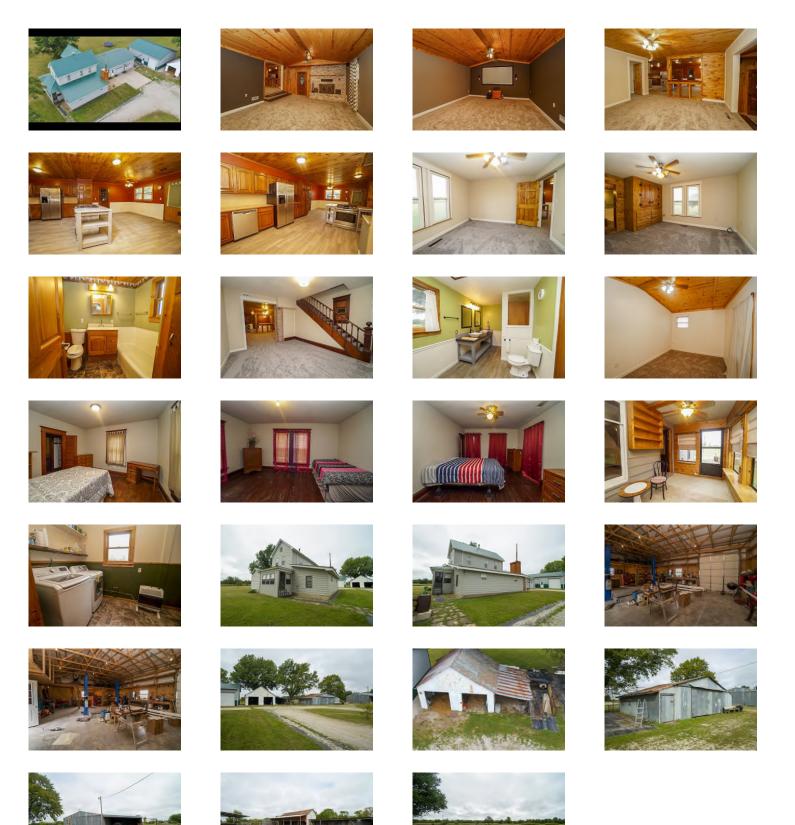












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DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Property Address ___

24645 Irving Rd. - Humbolt, KS 66748

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 DIS	CLOSURE (please complete	both a and b below)		
(a) Presence of le	ead-based paint and/or lead-b	oased paint hazards (i	nitial one):	
BLU	Seller has no knowledge of	lead-based paint and	or lead based paint hazards in the	housing; or
	Known lead-based paint and	d/or lead-based paint	hazards are present in the housing	g (explain):
(b) Records and	Reports available to the Selle	er (initial one):		
1812 8	Seller has no reports or reco	ords pertaining to lead	d-based paint and/or lead-based pa	aint hazards in the housing; or
	Seller has provided the Buy hazards in the housing (list		records and reports pertaining to	lead-based paint and/or lead-based
BUYER'S ACKI	NOWLEDGMENT (please c	omplete c, d, and e b	elow)	
(c) Buy	er has received copies of all	information listed ab	ove. (initial)	
(d) Buy	er has received the pamphlet	Protect Your Family	from Lead Paint in Your Home.	(initial)
(e) Buy	er has (initial one):			
			ally agreed upon period) to conduc -based paint hazards; or	t a risk assessment or inspection for
_	Waived the opportule and based paint ha		k assessment or inspection for the p	presence of lead-based paint and/or
AGENT'S/LICE	NSEE'S ACKNOWLEDGM	IENT (initial below)		
TAP (f) Age	ent/Licensee has informed tensure compliance.	he Seller of the Sel	ler=s obligation under 42 U.S.C.	. 4852 d and is aware of his/her
		rmation above and co	ertify, to the best of their knowled	ge, that the information they have
Seller		Date 9-18-18	Buyer	Date
Seller		Date	Buyer	Date
Agent/Licensee		9/18/18 Date	Agent/Licensee	Date

This contract is for use by Lonny Ray McCurdy. Use by any other party is illegal and voids the contract.



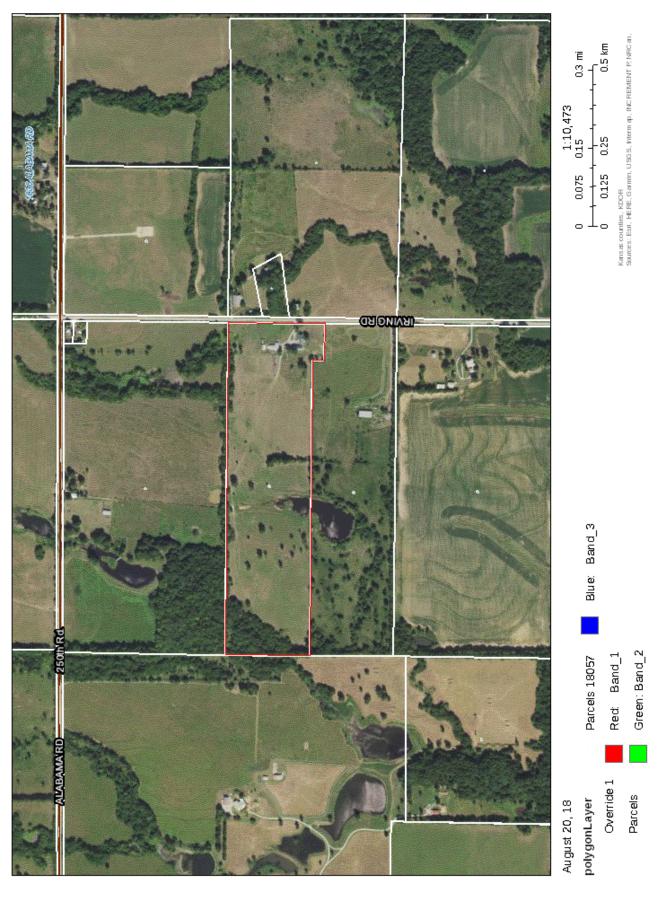
WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 24645 Irving Rd Humbolt, KS	66748
DOES THE PROPERTY HAVE A WELL? YES NO	_
If yes, what type? Irrigation Drinking	Other
Location of Well:	
DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM	1? YES NO
If yes, what type? Septic Lagoon	2
Location of Lagoon/Septic Access: South of home	
Owner	Date 0-18-18
Owner	Date

24645 Irving Rd. – Humboldt, KS 66748 Flood Zone – Zone X & Zone A



24645 Irving Rd, Humboldt, KS 66748 - Aerial



8/20/2018, 9:27 AM



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.
- 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)















