

PROPERTY INFORMATION PACKET

THE DETAILS



6303 S. Clifton Ave. | Derby, KS 67037

AUCTION: Wednesday, May 29th @ 12:00 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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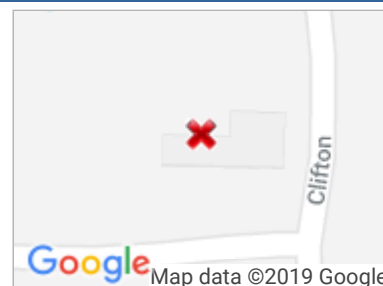
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer 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



MLS # 566202
Status Active
Contingency Reason
Area 901 - SE Suburban SG
Address 6303 S CLIFTON AVE
City Derby
Zip 67037
Asking Price \$0
Original Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms	3	Approx. AGLA	2372
Total Bedrooms	3.00	AGLA Source	Court House
AG Full Baths	3	Approx. BFA	0.00
AG Half Baths	0	BFA Source	Court House
Garage Size	2	Approx. TFLA	2,372
Basement	Yes - Unfinished	Lot Size/SqFt	319,596
Levels	One Story	Number of Acres	45.05
Approximate Age	81+ Years		
Acreage	10.01 or More		

GENERAL

List Agent - Agent Name and Phone	BRADEN MCCURDY - OFF: 316-683-0612	List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-683-0612
Showing Phone	1-800-746-9464	Year Built	1930
Parcel ID	20173-217-35-0-22-00-001.00 01	School District	Derby 260
Elementary School	Pleasantview	Middle School	Derby North
High School	Derby	Subdivision	CLIFTON COVE
Legal	GOV. LOT 2 IN NW1/4 EXC W 20 FT N 335.93 FT THEREOF SEC 35-28-1E & RESERVE C CLIFTON COVE ADD	Realtor.com Y/N	Yes
Display Address	Yes	VOW: Allow AVM	Yes
Virtual Tour Y/N	No		

ROOMS

Master Bedroom Level	Main	Master Bedroom Dimensions	20'6"x26'5"
Master Bedroom Flooring	Carpet	Living Room Level	Main
Living Room Dimensions	46'x24'2"	Living Room Flooring	Carpet
Kitchen Level	Main	Kitchen Dimensions	9'7"x13'2"
Kitchen Flooring	Tile	Room 1 Type	
Room 2 Type		Room 3 Type	
Room 4 Level	Main	Room 4 Type	Dining Room
Room 4 Dimensions	9'6"x8'9"	Room 4 Flooring	Carpet
Room 5 Level	Main	Room 5 Type	Bedroom
Room 5 Dimensions	9'9"x9'3"	Room 5 Flooring	Carpet
Room 6 Level	Main	Room 6 Type	Bedroom
Room 6 Dimensions	11'9"x8'7"	Room 6 Flooring	Carpet
Room 7 Level	Main	Room 7 Type	Bonus Room
Room 7 Dimensions	9'6"x8'7"	Room 7 Flooring	Carpet
Room 8 Level	Main	Room 8 Type	Family Room
Room 8 Dimensions	12'1"x23'4"	Room 8 Flooring	Wood Laminate
Room 9 Level		Room 9 Type	
Room 9 Dimensions		Room 9 Flooring	
Room 10 Level		Room 10 Type	
Room 10 Dimensions		Room 10 Flooring	
Room 11 Level		Room 11 Type	
Room 11 Dimensions		Room 11 Flooring	
Room 12 Level		Room 12 Type	
Room 12 Dimensions		Room 12 Flooring	

DIRECTIONS

Directions (Derby) E. 63rd St. S. & Hwy K-15/Southeast Blvd. - West to S. Clifton Ave., south to Sunflower Dr., west to Vassar, south to Clifton, south around the curve to property.

FEATURES

ARCHITECTURE Bungalow	FLOOD INSURANCE Required	KITCHEN FEATURES Pantry Range Hood Electric Hookup	POSSESSION At Closing
EXTERIOR CONSTRUCTION Frame	UTILITIES Septic Natural Gas Rural Water	APPLIANCES Dishwasher Range/Oven	PROPOSED FINANCING Other/See Remarks
ROOF Composition	BASEMENT / FOUNDATION Partial Std Bsmt Window no-egress	MASTER BEDROOM Master Bdrm on Main Level Sep. Tub/Shower/Mstr Bdrm Two Sinks	WARRANTY No Warranty Provided
LOT DESCRIPTION Irregular River/Creek Waterfront w/Access	BASEMENT FINISH None	AG OTHER ROOMS Bonus Room Family Room-Main Level	OWNERSHIP Individual
FRONTAGE Unpaved Frontage	COOLING Central Electric	LAUNDRY Basement 220-Electric	PROPERTY CONDITION REPORT No
EXTERIOR AMENITIES Patio Fence-Other/See Remarks Guttering Irrigation Well Security Light Sidewalks Storage Building(s) Storm Windows/Ins Glass	HEATING Forced Air Gas	INTERIOR AMENITIES Ceiling Fan(s) Fireplace Doors/Screens Window Coverings-Part Wood Laminate	SHOWING INSTRUCTIONS Appt Req-Call Showing #
GARAGE Attached	DINING AREA Living/Dining Combo		LOCKBOX Combination
	FIREPLACE One Living Room Woodburning		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	Yes	Yearly HOA Dues	
Rental Amount	1,200.00	HOA Initiation Fee	
General Property Taxes	\$2,896.62	Home Warranty Purchased	N/A
General Tax Year	2018	Earnest \$ Deposited With	Security 1st Title
Yearly Specials	\$5.88		
Total Specials	\$5.88		

MARKETING REMARKS

Marketing Remarks This property is offered by Braden McCurdy with McCurdy Auction, LLC. Office: 316-683-0612
Email:bmccurdy@mccurdyauction.com. LIVE & ONLINE REAL ESTATE AUCTION ON WEDNESDAY, MAY 29TH, 2019 AT 12:00 PM. CLEAR TITLE AT CLOSING, NO BACK TAXES, PREVIEW AVAILABLE. AUCTION BEING HELD OFFSITE AT 321 W. MARKET ST., DERBY, KS 67037. NO MINIMUM, NO RESERVE!!! BANKRUPTCY COURT ORDERED - 45.05 +/- acres river front oasis for your dream home, potential re-development, or corporate retreat with several homes, & a private pond. Zoned as rural -residential & single-family, this private land offers endless possibilities as a retreat, development opportunity, or home-site. One home is currently rented, three homes are vacant, & one home is not owned by this seller. Per the seller this property features 8 wells & 10 septic tanks. 6303 S. Clifton Ave. This single family on-site built home currently rents for \$1,200 per month. This home was built in 1930 with 3-bedrooms, 3-bathrooms, central cooling, a wood-burning fireplace, ceiling fans throughout the home, & an attached two-car garage. Per the seller, this home has a newer roof & new hot water tank. 6403 S. Vassar Ave. 3-bedroom, 2 -bathroom modular/mobile home features vaulted ceilings, living room with fireplace, kitchen/dining room combination, & a separate laundry room. 3329 E. 63rd St. S. 3-bedroom, 2-bathroom modular/mobile home features living room, kitchen/dining room combination with wood laminate flooring. This home also features a separate laundry room & attached sun room. 3309 E. 63rd St. S. This modular/mobile home offers vaulted ceilings in the living room with a fireplace, a formal dining room, & kitchen with island & gas hook-up. This 3-bedroom, 2-bathroom home provides plenty of space & also includes partial unfinished basement. The fifth modular/mobile home is not owned by this seller, the owner(s) of this home currently rents the lot only at \$220 per month. DISCLOSURES: 3329 E. 63rd St. S. is a mobile home on property that is abandoned without a title. Sedgwick County information regarding 60 ft easement is available in Property Information Packet and Title Report. 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. The real estate will be open for previewing one hour prior to the real estate auction, or by scheduled appointment. 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.

AUCTION

Type of Auction Sale	No Minimum - No Reserve
Method of Auction	Live w/Online Bidding

1 - Open for Preview Yes
1 - Open/Preview Date

Auction Location 321 W. Market St., Derby
Auction Offering Real Estate Only
Auction Date 5/29/2019
Auction Start Time 12:00 PM
Broker Registration Req Yes
Buyer Premium Y/N Yes
Premium Amount 0.10
Earnest Money Y/N Yes
Earnest Amount %/\$ 25,000.00

1 - Open Start Time
1 - Open End Time

TERMS OF SALE

Terms of Sale

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES





DISCLAIMER

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STANDARD



MLS # 566161
Class Land
Property Type Undeveloped Acreage
County Sedgwick
Area 901 - SE Suburban SG
Address 6303 S CLIFTON AVE
Address 2
City Derby
State KS
Zip 67037
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 4



GENERAL

List Agent - Agent Name and Phone	BRADEN MCCURDY - OFF: 316-683-0612	Realtor.com Y/N	Yes
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-683-0612	Display on Public Websites	Yes
Showing Phone	1-800-746-9464	Display Address	Yes
Zoning Usage	Rural	VOW: Allow AVM	Yes
Parcel ID	20173-217-35-0-22-00-001.00 01	VOW: Allow 3rd Party Comm	Yes
Number of Acres	45.05	Sub-Agent Comm	0
Lot Size/SqFt	319,596	Buyer-Broker Comm	3
School District	Derby School District (USD 260)	Transact Broker Comm	3
Elementary School	Pleasantview	Variable Comm	Non-Variable
Middle School	Derby North	Virtual Tour Y/N	No
High School	Derby		
Subdivision	CLIFTON COVE		
Legal	GOV. LOT 2 IN NW1/4 EXC W 20 FT N 335.93 FT THEREOF SEC 35-28-1E AND RESERVE C CLIFTON COVE ADD		

DIRECTIONS

Directions (Derby) E. 63rd St. S. & Hwy K-15/Southeast Blvd. - West to S. Clifton Ave., south to Sunflower Dr., west to Vassar, south to Clifton, south around the curve to property.

FEATURES

SHAPE / LOCATION	ROAD FRONTAGE	MISCELLANEOUS FEATURES	POSSESSION
Irregular	Dirt	Mobile Home Allowed	At Closing
TOPOGRAPHIC	UTILITIES AVAILABLE	Water Access	SHOWING INSTRUCTIONS
Pond/Lake	Electricity	Other/See Remarks	Call Showing #
Rolling	Natural Gas	DOCUMENTS ON FILE	LOCKBOX
Stream/River	Septic Tank Installed	Aerial Photos	Combination
Wooded	Other/See Remarks	Ground Water Addendum	AGENT TYPE
PRESENT USAGE	IMPROVEMENTS	Photographs	Sellers Agent
Other/See Remarks	Fencing	FLOOD INSURANCE	OWNERSHIP
	OUTBUILDINGS	Required	Individual
	Garage	SALE OPTIONS	TYPE OF LISTING
	Equipment Barn	None	Excl Right w/o Reserve
	Shop	PROPOSED FINANCING	BUILDER OPTIONS
		Other/See Remarks	Open Builder

FINANCIAL

Assumable Y/N	No
General Taxes	\$2,896.62
General Tax Year	2018
Yearly Specials	\$5.88
Total Specials	\$5.88
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Yearly HOA Dues	
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AUCTION

Type of Auction Sale	No Minimum - No Reserve	1 - Open for Preview	Yes
Method of Auction	Live w/Online Bidding		
Auction Location	321 W. Market St., Derby		
Auction Offering	Real Estate Only		
Auction Date	5/29/2019		
Auction Start Time	12:00 PM		
Broker Registration Req	Yes		
Broker Reg Deadline	5:00 PM (CST) 5/28/2019		
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

ADDITIONAL PICTURES





DISCLAIMER

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

Property Address 6303 S. Clifton Ave. And Additional Lot - Derby, KS 67037

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):

☒ MB RWB 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):

☒ MB RWB 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)

MB (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.

RWB 4/19/19
Seller _____ Date _____
Authentisign: _____
Melissa J. Blake
5/6/2019 5:34:03 PM CDT

MB 4/11/19
Seller _____ Date _____
Agent/Licensee _____ Date _____

Buyer _____ Date _____

Buyer _____ Date _____

Agent/Licensee _____ Date _____

5/03

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

Form # 2534

**Instant
Forms**



WATER WELL INSPECTION REQUIREMENTS City of Wichita

Property Address: 6303 S. Clifton Ave. And Additional Lot - ^{Darby} ~~Wichita~~, KS 67037

1. Any property within the *City of Wichita* with any type of water well must have a Title Transfer Inspection performed prior to the transfer of the property. The property owner is required to notify the City of Wichita, Department of Environmental Services at the time the property is listed for sale and is responsible for the \$125.00 inspection fee. If the water well on the property is used for personal use (drinking, cooking, or bathing), the well must also be sampled to ensure that the water is potable. A sample fee of \$25.00 per sample will be charged, in addition to the inspection fee. If the well is for irrigation purposes only, the water sample is optional. The City of Wichita will bill for the inspection and sample.
2. All water wells must be located a minimum of 25 feet from a foundation that has been treated for termites (or will require treatment prior to transfer of ownership) with a subsurface pressurized application of a pesticide. Existing wells may remain in a basement so long as they are not within 10 feet of the main sewer line or within 25 feet of foundation if no termite treatment has occurred or is currently needed.

DOES THE PROPERTY HAVE A WELL? YES ☒ NO ☐ ^{RUB} [MTB]

If yes, what type? Irrigation ☒ Drinking ☐ Other ☐ ^{RUB} [MTB]

Location of Well: Various locations throughout Property (approx 8)

DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES ☐ NO ☒ ^{RUB} [MTB]

If yes, what type? Septic ☒ Lagoon ☐ ^{RUB} [MTB]

Location of Lagoon/Septic Access: Various location on property

Owner Reid Blake

Date 4/19/19

Authentisign
Melissa J. Blake

Owner 5/8/2019 5:34:50 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:
6303 S. Clifton Ave. And Additional Lot - ~~Wichita~~ Derby KS 67037

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):

☒ MJB 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):

☒ MJB 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.

Seller <u><i>Melissa I. Blake</i></u> 2019 5:34:14 PM CDT	Date <u>4/19/19</u>	Buyer _____	Date _____
Seller	Date	Buyer	Date

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

Residential Lease Agreement

THIS LEASE (the "Lease") dated this 1st day of June, 2018

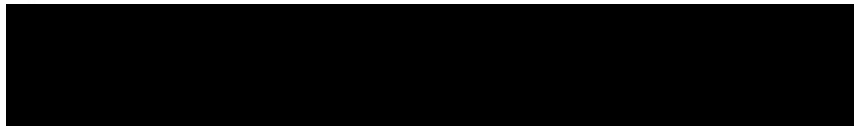
BETWEEN:

Richard & Melissa Blake

(the "Landlord")

OF THE FIRST PART

- AND -



(collectively and individually the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations provided in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

Leased Property

1. The Landlord agrees to rent to the Tenant the house, municipally described as 6303 S. Clifton, Derby Kansas 67037 (the "Property"), for use as residential premises only. Neither the Property nor any part of the Property will be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private single-family residence.

2. Subject to the provisions of this Lease, apart from the Tenant and the Tenant's immediate family members, no other persons will live in the Property without the prior written permission of the Landlord.
3. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.
4. The following pets or animals may be kept in or about the Property:
 - a. Dog currently owned - others to be discussed prior to being allowed.
5. The Tenant agrees and acknowledges that the Property has been designated as a smoke-free living environment. The Tenant and members of Tenant's household will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property.

Term

6. The term of the Lease commences at 12:00 noon on June 1, 2018 and ends at 12:00 noon on June 1, 2020.

Rent

7. Subject to the provisions of this Lease, the rent for the Property is \$1,200.00 per month (the "Rent").
8. The Tenant will pay the Rent on or before the 1st day of each and every month of the term of this Lease to the Landlord at 3309 E. 63rd St S. Derby Kansas 67037 or at such other place as the Landlord may later designate.
9. The Tenant will be charged an additional amount of \$25.00 per infraction, for any late Rent.

Security Deposit

10. On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$1,200.00 (the "Security Deposit").
11. The Landlord will hold the Security Deposit at an interest bearing account solely devoted to security deposits at Intrust Bank located at Derby Kansas.

12. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the applicable legislation of the State of Kansas (the "Act").
13. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
 - a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
 - b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
 - c. unplugging toilets, sinks and drains;
 - d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
 - e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
 - f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
 - g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
 - h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
 - i. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

14. The Tenant may not use the Security Deposit as payment for the Rent.

Quiet Enjoyment

15. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Property for the agreed term.

Inspections

16. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act.

Tenant Improvements

17. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
 - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
 - c. removing or adding walls, or performing any structural alterations;
 - d. installing a waterbed(s);
 - e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;
 - f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
 - g. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

Utilities and Other Charges

18. The Tenant is responsible for the payment of all utilities in relation to the Property.

Insurance

19. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant will obtain insurance for the personal property of the Tenant to the benefit of the Tenant. The Tenant will also insure the Property for liability insurance to the benefit of the Tenant and the Landlord.

Abandonment

20. If at any time during the term of this Lease, the Tenant abandons the Property or any part of the Property, the Landlord may, at its option, enter the Property by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, rent the Property, or any part of the Property, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such renting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the renting. If the Landlord's right of re-entry is exercised following abandonment of the Property by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Property to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Attorney Fees

21. In the event that any action is filed in relation to this Lease, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay a reasonable sum for the successful party's attorney fees.

Governing Law

22. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Kansas, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

23. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
24. In the event that any of the provisions of this Lease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Lease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

Amendment of Lease

25. Any amendment or modification of this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Additional Clauses

26. [REDACTED] will perform work at Paradise Lake at the rate of \$15.00 per hour (approximately 13 hours per month) in lieu of 200.00 per month worth of rent, thus making the monthly monetary rent shall be \$1000.00 and \$200.00 labor trade out. In the event the labor can not be done in a particular month what amount could not be done will be added to the monetary amount of rent due up to the full rental amount of \$1200.00 per month plus what ever amount is left unpaid from the prior month if any.
27. No other people other than the listed tenants and their children shall be allowed reside at the home longer than a week without permission of the landlords.
28. The rent is due on the first of the month and is considered late on the 5th.
29. The security deposit is being postponed and is due in August of 2018.
30. The Water bill is included with the rent invoice and is in addition to the monthly rents due to the landlord at the time of rent.

Damage to Property

31. If the Property, or any part of the Property, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Property will be promptly repaired by the Landlord and there will be an abatement of Rent corresponding with the time during which, and the extent to which, the Property may have been untenable. However, if the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

Maintenance

32. The Tenant will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
33. Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$100.00 per incident not due to the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor, will be the responsibility of the Landlord or the Landlord's assigns.
34. Where the Property has its own garden or grass area which is for the exclusive use of the Tenant and its guests, the Tenant will water, fertilize, weed, cut and otherwise maintain the garden or grass area in a reasonable condition including any trees or shrubs therein.

Care and Use of Property

35. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
36. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
37. The Tenant will keep the Property reasonably clean.
38. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.

39. The Tenant will not engage in any illegal trade or activity on or about the Property.
40. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
41. The Tenant agrees that no signs will be placed or painting done on or about the Property by the Tenant or at the Tenant's direction without the prior, express, and written consent of the Landlord. Notwithstanding the above provision, the Tenant may place election signs on the Property during the appropriate time periods.
42. If the Tenant is absent from the Property and the Property is unoccupied for a period of four consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.
43. The hallways, passages and stairs of the building in which the Property is situated will be used for no purpose other than going to and from the Property and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.
44. Footwear which are soiled or wet should be removed at the entrance to the building in which the Property is located and taken into the Tenant's Property.
45. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

Carbon Monoxide Alarm

46. Prior to the Tenant taking possession of the Property, the Landlord will ensure that any carbon monoxide alarm in place is operational. Upon possession, the Landlord will provide the Tenant with working batteries, for all carbon monoxide alarms. The Landlord will be responsible for the repair and replacement of any missing or nonfunctional carbon monoxide alarm upon written request of the Tenant.

47. The Tenant will keep, test, and maintain in good repair all the carbon monoxide alarms in the Property. The Tenant must provide the Landlord or the Landlord's agent with a written notice if any carbon monoxide alarm needs its batteries replaced or if the alarm is stolen, removed, missing, or not operational. Further, the Tenant must notify the Landlord, or its agent, in writing of any deficiency in any carbon monoxide alarm that the Tenant is unable to fix.
48. No person may remove any batteries from, or in any way render inoperable, a carbon monoxide alarm except as part of the process to inspect, maintain, repair or replace the alarm or batteries in the alarm.

Prohibited Activities and Materials

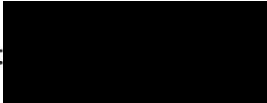
49. The Tenant will not keep or have on the property any article or thing of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any responsible insurance company.
50. The Tenant will not perform any activity on the Property or have on the property any article or thing that the Landlord's insurance company considers increases any insured risk such that the insurance company denies coverage or increases the insurance premium.
51. The Tenant is prohibited from:
 - a. the storage of expensive articles on the Property if it creates an increased security risk; and
 - b. the growing of, or storage of, medical marijuana on the Property.
52. The Tenant will not perform any activity on the Property that the Landlord feels significantly increases the use of electricity, heat, water, sewer or other utilities on the Property.

Rules and Regulations

53. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

Address for Notice

54. For any matter relating to this tenancy, the Tenant may be contacted at the Property. After this tenancy has been terminated, the Tenant may be contacted at the Property or at such other address as the Tenant may advise. At all times, the Tenant may also be contacted or served at or through the phone number below:

a. Phone: 

55. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

a. Name: Richard & Melissa Blake.

b. Address: 3309 E. 63rd St S. Derby Kansas 67037.

The contact information for the Landlord is:

c. Phone: (316) 250-7453.

d. Email address: rblake6482@gmail.com.

General Provisions

56. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
57. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
58. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
59. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.

60. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
61. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant, or unless the changes are made in compliance with the Act.
62. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
63. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
64. This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Property by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.
65. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
66. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease.
67. The Tenant will indemnify and save the Landlord, and the owner of the Property where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.

68. The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Property of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.
69. The Tenant is responsible for any person or persons who are upon or occupying the Property or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Property for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.
70. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.
71. Time is of the essence in this Lease. Every calendar day except Saturday, Sunday or U.S. national holidays will be deemed a business day and all relevant time periods in this Lease will be calculated in business days. Performance will be due the next business day, if any deadline falls on a Saturday, Sunday or a national holiday. A business day ends at five p.m. local time in the time zone in which the Property is situated.

IN WITNESS WHEREOF The parties have duly affixed their signatures on this 1st day of June, 20 18.

Tenant: _____

Tenant: _____

Landlord: Richard & Melissa Blake

Tenant: _____

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the ____ day of _____, ____.

Tenant: _____

Tenant: _____

Tenant: _____

Lead-Based Paint Disclosure

Property: 6303 S. Clifton, Derby Kansas 67037

Landlord: Richard & Melissa Blake

Tenant: [REDACTED]

Landlord's Disclosure

The Landlord CERTIFIES THAT:

1. The Landlord has NO knowledge of any lead-based paint and/or lead-based paint hazards in or about the Property.
2. The Landlord has NO records or reports relating to lead-based paint and/or lead-based paint hazards in or about the Property.



Date: 1 day of June, 2018

Landlord: Richard & Melissa Blake

Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of:

- i. the information contained in the above Landlord's Disclosure including the above-mentioned reports and records; and
- ii. the pamphlet *Protect Your Family from Lead in Your Home* (EPA-747-K-99-001) or an equivalent pamphlet that has been approved for use in the state by the Environmental Protection Agency.

Tenant: _____

Tenant: _____

Tenant: _____

Date: _____ day of _____, 20____

The pamphlet *Protect Your Family from Lead in Your Home* can be ordered in hard copy or can be printed from the website <http://www2.epa.gov/lead/protect-your-family-lead-your-home>.

Asbestos Disclosure

Property: 6303 S. Clifton, Derby Kansas 67037

Landlord: Richard & Melissa Blake

Tenant: [REDACTED]

Landlord's Disclosure

The Landlord CERTIFIES THAT:

1. The Landlord has investigated and there is no asbestos in or about the Property.
2. The Landlord has NO records or reports with respect to asbestos in or about the Property.

Date: 1st day of May, 2018

[Signature]
Landlord: Richard & Melissa Blake

Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of the information contained in the above Landlord's Disclosure including any reports and records.

Tenant: [REDACTED]

Date: 1 day of June, 2018

Tenant: [REDACTED]

Kendra Cox

From: Weber, Jim <Jim.Weber@sedgwick.gov>
Sent: Tuesday, May 14, 2019 9:21 AM
To: Kendra Cox
Subject: RE: (EXTERNAL) FW: 6303 S Clifton

Kendra,

At this point, we don't know why the easement was provided in 1977. It was likely there to provide access to some adjacent parcel in the future if needed. The easement is still valid but to this point there has never been a public standard road built in it. Based on the layout of properties around it, the only parcel that might actually utilize it lies directly east of it. They appear to have access to a road at their northeast corner. Sedgwick County has jurisdiction over the easement.

I think that the road easement could be vacated. That would likely require the signature of the all adjacent owners and a public hearing process.

James Weber, P.E. | Deputy Director | Sedgwick County Public Works

p: (316) 660-1773 | f: (316) 660-1876 | Jim.Weber@sedgwick.gov

1144 S. Seneca | Wichita, KS 67213-4443 | www.sedgwickcounty.org | Facebook | Twitter

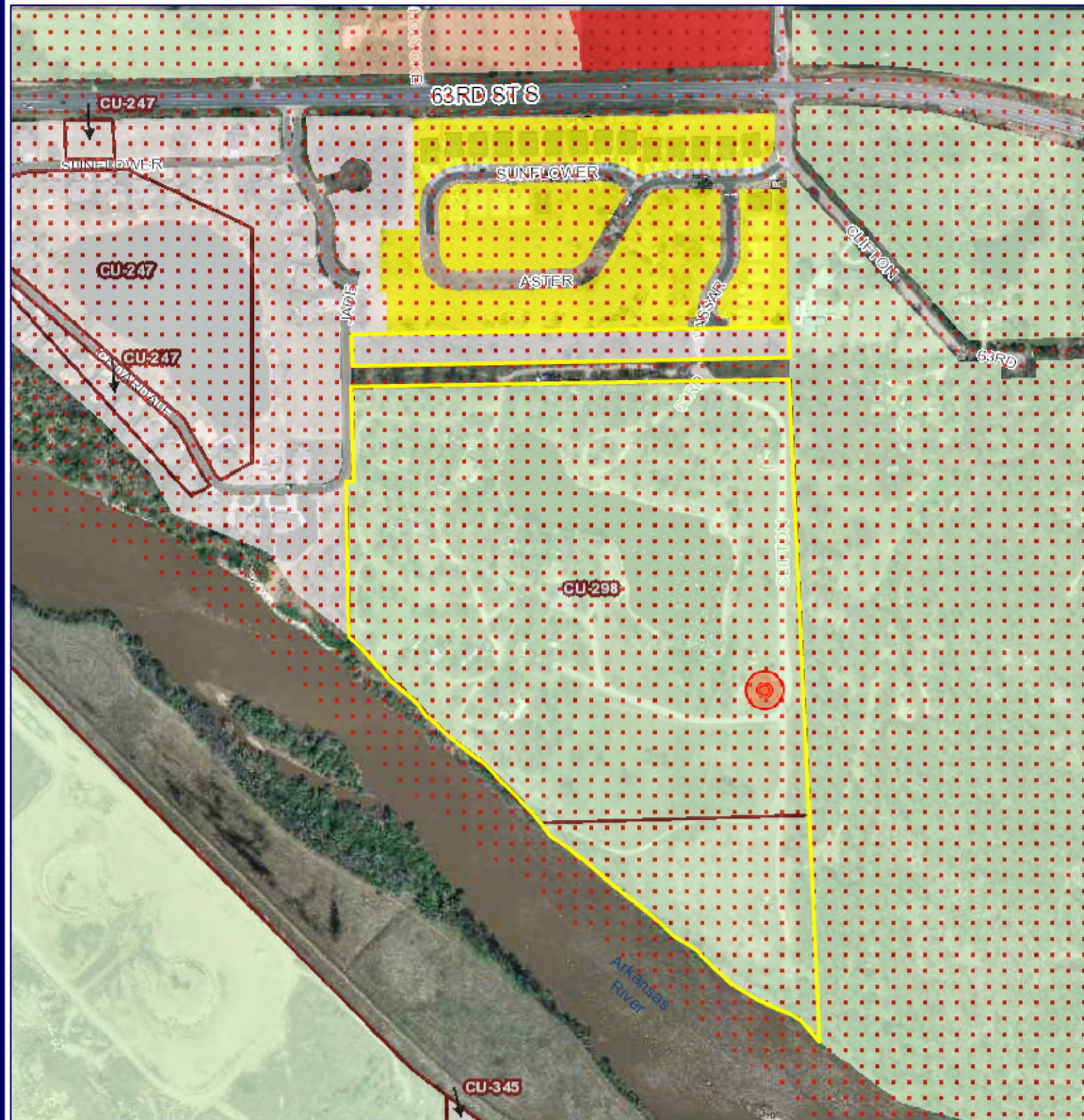


From: Kendra Cox [<mailto:kcox@mccurdyauction.com>]
Sent: Monday, May 13, 2019 3:39 PM
To: Weber, Jim
Subject: (EXTERNAL) FW: 6303 S Clifton

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Sedgwick County Division of Information and Technology

6303 S. Clifton Ave. & Additional Lot - Derby, KS 67037

Zoning - Rural Residential & SF-5 Single Family



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 Apr 29 15:00:21 GMT-0500 2019

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Legend

Flood Plain

Base Flood Approximate



Base Flood Elevations



0.2 Pct Annual Chance



0.2 PCT Annual Chance Flood H

A



A

AE



AE,

AE, FLOODWAY



AE, FLOODWAY

AH



AH

AO



AO

X - Area of Special Consideration



X AREA OF SPECIAL CONSIDER

X



X,

Area Not Included



6303 S. Clifton Ave. & Additional Lot - Derby, KS 67037

Aerial



Geographic Information Services

Sedgwick County...
working for you

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Tel: 316.660.9290 Fax: 316.262.1174
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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*)

