

PROPERTY INFORMATION PACKET

THE DETAILS



15511 E. 79th St. S. | Derby, KS 67037

AUCTION: Saturday, February 29th @ 10:00 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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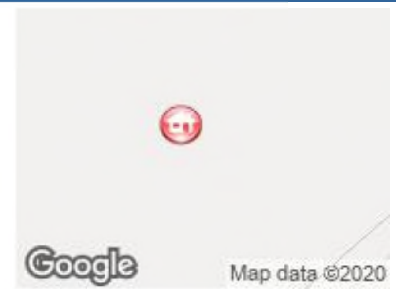
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer 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 CUSTOMIZABLE



MLS # 576861
Status Active
Contingency Reason
Area 901 - SE Suburban SG
Address 15511 E 79TH ST S
City Derby
Zip 67037
Asking Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms 2
Total Bedrooms 2.00
AG Full Baths 2
AG Half Baths 0
Total Baths 3
Garage Size 2
Basement Yes - Finished
Levels One Story
Approximate Age 36 - 50 Years
Acreage 5.01 - 10 Acres

Approx. AGLA 1427
AGLA Source Court House
Approx. BFA 1070.00
BFA Source Court House
Approx. TFLA 2,497
Lot Size/SqFt 435600
Number of Acres 10.00

GENERAL

List Agent - Agent Name and Phone	Megan Rae Niedens - OFF: 316-683-0612	Master Bedroom Level	Main
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-683-0612	Master Bedroom Dimensions	16.7 x 14.7
Co-List Agent - Agent Name and Phone	Daniel Gutierrez - CELL: 620-937-1488	Master Bedroom Flooring	Carpet
Co-List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-683-0612	Living Room Level	Main
Showing Phone	1-800-301-2055	Living Room Dimensions	28.1 x 13.2
Year Built	1978	Living Room Flooring	Carpet
Parcel ID	20173-231-12-0-12-00-001.00	Kitchen Level	Main
School District	Rose Hill Public Schools (USD 394)	Kitchen Dimensions	15.3 x 12.9
Elementary School	Rose Hill	Kitchen Flooring	Laminate - Other
Middle School	Rose Hill	Room 4 Type	Bedroom
High School	Rose Hill	Room 4 Level	Main
Subdivision	OTHER	Room 4 Dimensions	13 x 10.4
Legal	THAT PART NE1/4 LY N & W OF CEN LI RR ROW EXC ROW & EXC N 40 FT FOR RD SEC 12-29-2E	Room 4 Flooring	Carpet
List Date	1/6/2020	Room 5 Type	Family Room
Display Address	Yes	Room 5 Level	Basement
Sub-Agent Comm	0	Room 5 Dimensions	27.4 x 18.1
Buyer-Broker Comm	3	Room 5 Flooring	Carpet
Transact Broker Comm	3	Room 6 Type	Rec. Room
Variable Comm	Non-Variable	Room 6 Level	Basement
Days On Market	17	Room 6 Dimensions	24.4 x 13.1
Input Date	1/23/2020 3:40 PM	Room 6 Flooring	Wood Laminate
Update Date	1/23/2020	Room 7 Type	Bonus Room
Status Date	1/23/2020	Room 7 Level	Basement
Price Date	1/23/2020	Room 7 Dimensions	13 x 13.3
		Room 7 Flooring	Wood Laminate
		Room 8 Type	
		Room 8 Level	
		Room 8 Dimensions	
		Room 8 Flooring	
		Room 9 Type	
		Room 9 Level	
		Room 9 Dimensions	
		Room 9 Flooring	
		Room 10 Type	
		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 E. 79th St. S & Greenwich - E to Home (between 143rd & 159th St. S.)

FEATURES

ARCHITECTURE

Ranch

EXTERIOR CONSTRUCTION

Frame w/Less than 50% Mas

ROOF

Composition

LOT DESCRIPTION

Wooded

FRONTAGE

Paved Frontage

EXTERIOR AMENITIES

Covered Patio

Deck

Guttering

Horses Allowed

Irrigation Pump

Irrigation Well

Security Light

Storage Building(s)

Storm Door(s)

Outbuildings

GARAGE

Attached

Opener

Oversized

FLOOD INSURANCE

Unknown

UTILITIES

Lagoon

Propane Gas

Private Water

Rural Water

BASEMENT / FOUNDATION

Full

Day Light

BASEMENT FINISH

1 Bath

Bsmt Rec/Family Room

Game Room

Bsmt Wet Bar

Bsmt Bonus Room

Bsmt Laundry

COOLING

Central

Electric

HEATING

Forced Air

Gas

DINING AREA

Living/Dining Combo

FIREPLACE

Two

Woodburning

Insert

KITCHEN FEATURES

Desk

Eating Bar

Pantry

Electric Hookup

APPLIANCES

Dishwasher

Disposal

Refrigerator

Range/Oven

Washer

Dryer

MASTER BEDROOM

Master Bdrm on Main Level

Master Bedroom Bath

Shower/Master Bedroom

LAUNDRY

Basement

Lower Level

Main Floor

220-Electric

INTERIOR AMENITIES

Ceiling Fan(s)

Closet-Walk-In

Security System

Window Coverings-All

Wood Laminate

POSSESSION

At Closing

PROPOSED FINANCING

Other/See Remarks

WARRANTY

No Warranty Provided

OWNERSHIP

Trust

PROPERTY CONDITION REPORT

Yes

DOCUMENTS ON FILE

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	\$0.00
General Tax Year	2019
Yearly Specials	\$0.00
Total Specials	\$0.00

HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Home Warranty Purchased	Unknown
Earnest \$ Deposited With	Security 1st Title

MARKETING REMARKS

Marketing Remarks This property is offered by Megan McCurdy-Niedens and Daniel Gutierrez with McCurdy Auction, LLC. Office: 316-867-3600 Email: mniedens@mccurdyauction.com or dgutierrez@mccurdyauction.com **ONSITE REAL ESTATE AUCTION ON SATURDAY, FEBRUARY 29TH, 2020 AT 10:00 AM. CLEAR TITLE AT CLOSING, NO BACK TAXES, PREVIEW AVAILABLE. NO MINIMUM, NO RESERVE!!!** 2 bedroom, 3 bathroom ranch home on 10 +/- acres in the Rose Hill School District! This Ray Warren built home sits off E. 79th Street featuring masonry stone, an attached two car garage with a spacious paved driveway for additional parking, and a covered entry. Per the seller the roof was replaced in 2011. You can enjoy the views of the land on the backyard deck overlooking the property. Next to the home is a storage building, perfect for storing yard equipment. As you turn onto the property you will notice the impressive 48 x 32 garage/shop with an overhead door, a man door and windows. There is a lagoon, propane tank and an irrigation well east of the home. The interior of the home features a large living/dining room combination with a floor to ceiling masonry stone wood-burning fireplace and wood beamed ceilings. This room also has access to the backyard deck and opens up to the kitchen. The kitchen provides an eating bar, built-in desk and pantry. Appliances include the dishwasher, oven and double-door refrigerator. The large master bedroom offers an en-suite with a walk-in shower. Another bedroom and full bathroom with a tub/shower combination completes the main floor of the home. Downstairs is a fully finished basement with a big family/rec room, the second masonry wood-burning fireplace and a built-in wet bar. The basement also features a bonus room with hardwood flooring and an attached full bathroom with a walk-in shower. This room would make a great office space or additional bedroom. The separate laundry room includes the washer and dryer. This property is serviced by Butler Rural Electric and Rural Water District #3. What a great opportunity to purchase a home with acreage and a shop! *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 \$30,000 for a 30 day closing or \$45,000 for a 45 day closing. *SEE TERMS OF SALE*

AUCTION

Type of Auction Sale	Absolute	Method of Auction	Live Only
Auction Location	ONSTIE	Auction Offering	Real Estate Only
Auction Date	2/29/2020	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 %/\$	30,000.00	1 - Open for Preview	Yes
1 - Open/Preview Date	2/29/2020	1 - Open Start Time	9:00 AM
1 - Open End Time	10:00 AM		

TERMS OF SALE

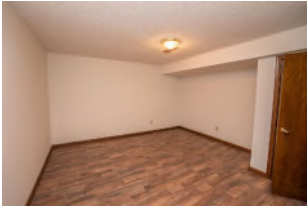
Terms of Sale \$30,000 anticipates closing on or before 30 days from the date of sale. A 45 day of purchaser with deposit of \$45,000 in earnest money at the time of contracting. | Crops planted at the time of sale do not transfer with property. | This parcel has been surveyed and split. The tax amount is "to be determined" and will be estimated at closing.

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES





DISCLAIMER

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 2020 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

Seller's Property Disclosure

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 15511 E. 79th St. S. - Derby, KS 67037

Seller: Virgie Kay McKneely Revocable Living Trust Date of Purchase:

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

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

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

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

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

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

PART I

APPLIANCES					ELECTRICAL						
		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	
☐	☐	☒	☐	☐	Disposal	☐	☐	☐	☒	Smoke/Fire Detectors	
☐	☐	☒	☐	☐	Dishwasher	☐	☐	☒	☐	Light Fixtures	
☐	☐	☐	☒	☐	Oven	☐	☐	☒	☐	Switches/Outlets	
☐	☐	☒	☐	☐	Range (Circle One) ☐ Gas ☒ Electric	☐	☐	☒	☐	Ceiling Fan(s)	
☐	☒	☐	☐	☐	Microwave	☐	☐	☒	☐	Bathroom Vent Fan(s)	
					Built in (Circle One) ☐ YES ☐ NO	☐	☐	☒	☐	Telephone Wiring/Blocks/Jacks	
☐	☐	☒	☐	☐	Range Hood	☐	☐	☒	☐	Door Bell	
					Vented Outside (Circle One) ☒ YES ☐ NO	☒	☐	☐	☐	Intercom	
☐	☐	☒	☐	☐	Kitchen Refrigerator	☐	☐	☒	☐	Garage Door Opener	
☐	☐	☒	☐	☐	Clothes Washer	# of Remotes: 2				Keypad Entry: (Circle One) ☐ YES ☒ NO	
☐	☐	☒	☐	☐	Clothes Dryer	☒	☐	☐	☐	Aluminum Wiring	
☒	☐	☐	☐	☐	Trash Compactor	☐	☐	☒	☐	Copper Wiring	
☒	☐	☐	☐	☐	Central Vacuum	☐	☐	☒	☐	220 Volt	
☒	☐	☐	☐	☐	Exterior Attached Gas Grill	200 Amp				Service Panel Total Amps	
☐	☐	☐	☐	☐	Other: _____	☐	☐	☒	☐	Security System	
☐	☐	☐	☐	☐	Other: _____					(Circle One) ☐ Own ☐ Rent/Financed	
☐	☐	☐	☐	☐	Other: _____	PROTECTION 1 / ADT				Company	
☐	☐	☐	☐	☐	Other: _____	Comments:					
Comments:											

BUYER'S INITIALS: _____

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SELLER'S INITIALS: DW _____

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	<u>COLEMAN</u>				☐	Type	
☒	☐	☐	☐	☐	Backup Sump Pump/Battery	<u>2012</u>				☐	Age	
☐	☐	☒	☐	☐	Plumbing	☐	☐	☒	☐	Heating System		
					Type	<u>COLEMAN</u>				☐	Type	
☐	☐	☒	☐	☐	Water Heater (Circle One) ☒ Elect ☐ Gas	<u>2012</u>				☐	Age	
<u>40 GAL</u> <u>2017</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	<u>2015</u>				☐	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 <u>WAYMAN</u>							
Comments:					Comments:							
MEDIA												
		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							
☐	☐	☐	☒	☐	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:					Any Additional Comments for Part I:							
Comments:												
Comments:												

BUYER'S INITIALS: _____

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SELLER'S INITIALS: DW

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
			<i>To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)</i>
☐	☐	☒	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: <u>KANSAS BASEMENT AND FOUNDATION REPAIRED SOUTH WALL</u> <u>IN 2010</u>			
YES	NO	DON'T KNOW	SECTION 2 ROOF/INSULATION
		☐	Age: <u>2011</u> Type: <u>Comp</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: <u>2011</u> (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.			
			<i>To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)</i>
☐	☐	☒	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: DW

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: _____ 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: _____
			# feet laterals: _____ # Feet infiltrators: _____ Location: _____
☒	☐	☐	Is the property connected to a lagoon system? Location: <u>EAST OF HOUSE</u>
☐	☐	☐	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: _____			
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): <u>NE CORNER BASEMENT</u>
☐	☐	☒	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: <u>SPRAYED FOR SPIDERS ETC EVERY 6 MO.</u>			

BUYER'S INITIALS: _____

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SELLER'S INITIALS: DW

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

YES	NO	DON'T KNOW	SECTION 7 ENVIRONMENTAL CONDITIONS
☐	☒	☐	113 Is the property located in a subdivision with a master drainage plan?
☐	☐	☐	114 If YES, is the property in compliance?
☐	☐	☒	115 Has the property ever had any drainage problems during your ownership? (If YES, explain below.)
☐	☒	☐	116 Are there any producing or non-producing gas/oil wells on the property or adjacent property?
☒	☐	☐	117 Do mineral rights convey to buyer? If NO, please define: _____
			118 Groundwater contamination has been detected in several areas in the State of Kansas.
☐	☒	☐	119 Are you aware of groundwater contamination or other environmental concerns?
☐	☒	☐	120 Any reports or records pertaining to groundwater contamination or other environmental concerns?
☐	☐	☒	121 Are there any diseased or dead trees and shrubs?
			122 To your knowledge, are any of the following substances, materials, products on the real property? (YES or NO Only.)
☐	☒	☐	123 Asbestos
☐	☒	☐	124 Contaminated soil or water (including drinking water)
☐	☒	☐	125 Landfill or buried materials
☐	☒	☐	126 Lead-based paint (If YES, attach disclosure.)
☐	☒	☐	127 Radon gas in house or well If YES, has mitigation been performed? (Mark One) ☐ YES ☐ NO
☐	☒	☐	128 Methane Gas
☐	☒	☐	129 Oil sheers in wet areas
☐	☒	☐	130 Radioactive material
☐	☒	☐	131 Toxic material disposal (solvents, chemicals, etc.)
☐	☒	☐	132 Underground fuel or chemical storage tanks
☐	☒	☐	133 EMFs (Electro Magnetic Fields)
☐	☒	☐	134 Urea formaldehyde foam insulation (UFFI)
☐	☐	☐	135 Other: _____
☐	☒	☐	136 Are you aware if any portion of the property has ever been used for the manufacture of, or storage of, chemicals or
☐	☒	☐	137 equipment used in manufacturing methamphetamine, ecstasy, LSD or any other illegal substances?
☐	☒	☐	138 To your knowledge, are any of the above conditions present near your property?
139 Comments: _____			
140 _____			
141 _____			
YES	NO	DON'T KNOW	SECTION 8 BOUNDARIES/LAND
☐	☒	☐	144 Have you had a survey of the property? (If YES, attach copy if available.)
☐	☒	☐	145 Are the boundaries of your property marked in any way?
☐	☒	☐	146 Is there any fencing on the boundaries of the property?
☐	☐	☐	147 Does fencing belong to the property? If YES, which sides? _____
☐	☒	☐	148 Are there any features of the property shared in common with adjoining landowners, such as, walls, fences, roads, driveways? (If YES, explain below.)
☐	☐	☐	149 Is the property owner responsible for maintenance of any such shared feature(s)?
☐	☒	☐	150 To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
☐	☒	☐	151 To your knowledge, is any portion of the property located in a federally designated flood plain?
☐	☒	☐	152 Do you currently, or have you ever, paid flood insurance for the property?
☐	☒	☐	153 To your knowledge, is any portion of the property located in a designated wetlands area?
☐	☐	☒	154 Do you know of any of the following items that have occurred on the property or in the immediate area?
			155 (Mark all that apply.)
			156 ☐ EXPANSIVE SOIL ☐ EARTH MOVEMENT
			157 ☐ FILL DIRT ☐ UPHEAVAL
			158 ☐ SLIDING ☐ EARTH STABILITY PROBLEMS
			159 ☐ SETTLING
160			
161 Comments: _____			
162 _____			
163 _____			

164 BUYER'S INITIALS: _____

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SELLER'S INITIALS: DW

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, _____
☐	☐	☒	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 holistic, 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: DW

SELLER'S ACKNOWLEDGEMENT

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

Seller is occupant: ☐ YES ☒ NO

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

SELLER: Douglas Webb TRUSTEE 1/7/2020 SELLER: _____
Date Date

BUYER'S ACKNOWLEDGEMENT AND AGREEMENT

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

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

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

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

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

BUYER: _____ BUYER: _____
Date 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. Copyright March 2014.

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

Property Address 15511 E. 79th St. S. - 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*):

DW 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*):

DW 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)

[Signature] (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.

Douglas H. Webb TRUSTEE 1/6/2020
Seller Date

Buyer Date

[Signature] _____
Seller Date
[Signature] 1/6/2020
Agent/Licensee Date

Buyer Date

Agent/Licensee Date



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 15511 E. 79th St. S. - Derby, KS 67037

DOES THE PROPERTY HAVE A WELL? YES X NO _____

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

Location of Well: EAST OF HOME

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

If yes, what type? Septic _____ Lagoon X

Location of Lagoon/Septic Access: EAST OF HOME

Douglas Wilk TRUSTEE
Owner

1/6/2020
Date

Owner

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:
15511 E. 79th St. S. - 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)**:

DW 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)**:

DW 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.

Douglas W. Trust 1/6/2020
Seller _____ Date _____

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.



Security 1st Title

File #:

Property Address:

15511 E. 79th St. S.

Derby, KS 67037

WIRE FRAUD ALERT

IMPORTANT! YOUR FUNDS MAY BE AT RISK

****SECURITY 1ST TITLE DOES NOT SEND WIRE INSTRUCTIONS UNLESS REQUESTED****

This Alert is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer. Realtors®, Real Estate Brokers, Title Companies, Closing Attorneys, Buyers and Sellers are targets for fraudsters to gain access to information for the purpose of wire fraud schemes. Many homebuyers have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification.

A fraudster will hack into a participant's email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the Buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain wiring instructions or routing information, and will request that the Buyer send funds to an account controlled by the fraudster.

Security 1st Title does not require your funds to be wired. We accept certified checks. If you prefer to wire, you must contact us by phone to request our wire instructions. We will give them verbally or send via SECURED email. After receipt, if you receive another email or unsolicited call purporting to alter these instructions please disregard and immediately contact us.

*****Closing funds in the form of ACH Electronic Transfers will NOT be accepted*****

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails or other communications purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **DO NOT FORWARD** wire instructions to any other parties.
- **ALWAYS VERIFY WIRE INSTRUCTIONS**, specifically the ABA routing number and account number, by calling the party who is receiving the funds.
- **DO NOT use the phone number provided in the email containing the instructions**, use phone numbers you have called before or can otherwise verify with a phone directory.
- **DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.**

ACKNOWLEDGEMENT OF RECEIPT – YOU MUST SIGN BELOW

Your signature below acknowledges receipt of this Wire Fraud Alert.

Buyer _____

Seller _____

Douglas Wells TRUSTEE

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

AVERAGE MONTHLY UTILITIES
MISCELLANEOUS INFORMATION

Property Address: 15511 E. 79th St. S., Derby, KS 67037 (the "Real Estate")

Please provide below, to the best of your knowledge, the requested information related to the Real Estate.

	Utility Provider Company	12 Month Avg
Electric:	<u>Butler Rural Electric</u>	<u> </u>
Water & Sewer:	<u>Rural Water District #3</u>	<u> </u>
Gas Propane:	<u>Propane</u>	<u> </u>

If propane, is tank owned or leased? ☐ Owned ☒ Leased

If leased, please provide company name and monthly lease amount:

Wayman Oil

Appliances that Transfer:

Refrigerator? ☒ Yes ☐ No
Dishwasher? ☒ Yes ☐ No
Stove/Oven? ☒ Yes ☐ No
Microwave? ☐ Yes ☒ No

Washer? ☒ Yes ☐ No
Dryer? ☒ Yes ☐ No
Other?

Homeowners Association: ☐ Yes ☒ No

Dues Amount: ☐ Yearly ☐ Monthly ☐ Quarterly

Initiation Fee:

Are there any permanently attached items that will not transfer with the Real Estate (e.g. projector, chandelier, etc.)?

Information provided has been obtained from a variety of sources. McCurdy has not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness.

15511 E. 79th St. S. - Derby, KS 67037

Zoning: RR - Rural Residential



Geographic Information Services

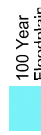
Sedgwick County...
working for you

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
Wed Jan 22 09:08:16 GMT-0600 2020

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 agree 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.



Boundary



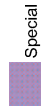
100 Year
Floodplain



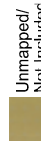
500 Year
Floodplain



Floodway



Special



Unmapped/
Not Included

15511 E. 79th St. S. - Derby, KS 67037
Sedgwick County, Kansas, 10 AC +/-

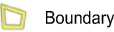
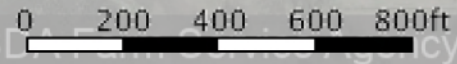


E 79th St S



Google

Map data © 2020, Maxar Technologies, U.S. Geological Survey, USGS, and others



Boundary

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, in the event that Bidder is the successful bidder, 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. 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.
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 guests or minors 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. McCurdy reserves 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*)

