

PROPERTY INFORMATION PACKET

THE DETAILS



156.6 +/- Acres at 151st Rd. & 102nd Rd. | Burden, KS
67019

AUCTION: Tuesday, March 31st @ 2:00 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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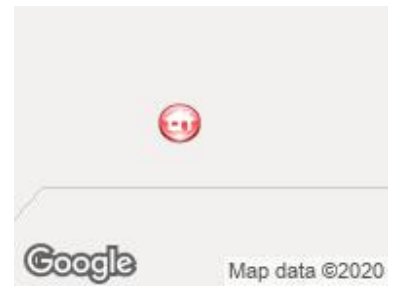
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer 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.

MLS PIP



MLS # 578044
Class Land
Property Type Farm
County Cowley
Area C30 - Other Towns
Address 156.6 +/- Acres 151st Rd. & 102nd Rd.
Address 2
City Burden
State KS
Zip 67019
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 3



GENERAL

List Agent - Agent Name and Phone	Megan Rae Niedens - OFF: 316-683-0612	Realtor.com Y/N	Yes
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-867-3600	Display on Public Websites	Yes
Co-List Agent - Agent Name and Phone		Display Address	Yes
Co-List Office - Office Name and Phone		VOW: Allow 3rd Party Comm	Yes
Showing Phone	1-800-301-2055	Sub-Agent Comm	0
Zoning Usage	Agriculture	Buyer-Broker Comm	3
Parcel ID	01809-5-22-0-00-00-005.01-0	Transact Broker Comm	3
Number of Acres	156.60	Variable Comm	Non-Variable
Price Per Acre		Virtual Tour Y/N	
Lot Size/SqFt	6821496		
School District	Central School District (USD 462)		
Elementary School	Central		
Middle School	Central		
High School	Central		
Subdivision	NONE LISTED ON TAX RECORD		
Legal	Long legals (2 Parcels)		

DIRECTIONS

Directions (Burden) 82nd Rd. (N Lake Rd.) & 141st Rd. - South to 102nd Rd., East to 151st Rd., North to Property.

FEATURES

SHAPE / LOCATION	UTILITIES AVAILABLE	SALE OPTIONS	AGENT TYPE
Rectangular	Electricity	None	Sellers Agent
Irregular	IMPROVEMENTS	EXISTING FINANCING	OWNERSHIP
TOPOGRAPHIC	Other/See Remarks	Other/See Remarks	Trust
Pond/Lake	OUTBUILDINGS	PROPOSED FINANCING	TYPE OF LISTING
Treeline	Shop	Other/See Remarks	Excl Right w/o Reserve
Wooded	MISCELLANEOUS FEATURES	POSSESSION	BUILDER OPTIONS
PRESENT USAGE	None	At Closing	Open Builder
Recreational	DOCUMENTS ON FILE	SHOWING INSTRUCTIONS	
Tillable	Aerial Photos	Call Showing #	
ROAD FRONTAGE	Photographs	LOCKBOX	
Paved	FLOOD INSURANCE	None	
	Unknown		

FINANCIAL

Assumable Y/N	No
General Taxes	\$1,093.76
General Tax Year	2019
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Security 1st Title

PUBLIC REMARKS

Public Remarks ONSITE AND ONLINE REAL ESTATE AUCTION ON TUESDAY, MARCH 31ST, 2020 AT 2:00 PM. CLEAR TITLE AT CLOSING, NO BACK TAXES, PREVIEW AVAILABLE. Great opportunity to purchase 156.6 +/- acres of land in Cowley County! This land is roughly 200 feet from Winfield Lake. Approximately 87 acres of the land is recreational with the remaining 70 acres tillable. The northern parcel of land provides recreational opportunities such as hunting, camping and fishing in the 5 +/- acre pond with 5 springs. Lots of wildlife! The property also features a metal 30 x 40 shop that sellers intended to finish into a hunting lodge. The shop has insulation and plumbing was built approximately three years ago. The southern parcel of land has been previously used for planting corn but is currently not being farmed. All mineral and water rights will transfer to the buyer. *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or seller's agents was obtained from a variety of sources and neither seller nor seller's agents have made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount \$30,000

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview
Method of Auction	Live w/Online Bidding	1 - Open/Preview Date
Auction Location	ONSITE	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	3/31/2020	2 - Open for Preview
Auction Start Time	2:00 PM	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	03/30/2020 by 5:00 PM	2 - Open End Time
Buyer Premium Y/N	Yes	3 - Open for Preview
Premium Amount	0.10	3 - Open/Preview Date
Earnest Money Y/N	Yes	3 - Open Start Time
Earnest Amount %/\$	30,000.00	3 - Open End Time

TERMS OF SALE

Terms of Sale

PERSONAL PROPERTY

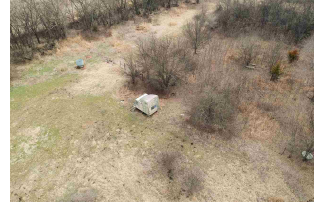
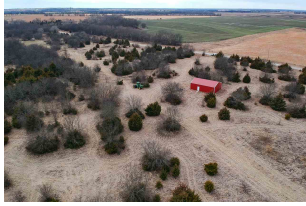
Personal Property

SOLD

How Sold	Selling Agent - Agent Name and Phone
Sale Price	Co-Selling Agent - Agent Name and Phone
Net Sold Price \$0	Selling Office - Office Name and Phone
Pending Date	Co-Selling Office - Office Name and Phone
Closing Date	Appraiser Name
Short Sale Y/N	Non-Mbr Appr Name
Seller Paid Loan Asst.	
Previously Listed Y/N	
Includes Lot Y/N	
Sold at Auction Y/N	

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.



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 157 +/- Acres At 151st Rd. & 102nd Rd. - Burden, KS 67019

DOES THE PROPERTY HAVE A WELL? YES ☒ NO ☐ *CB*

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

Location of Well: 2 Wells

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

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

[Signature]
Owner

Conrad Bailey Trustee
Owner

2-11-2020
Date

2-21-2020
Date



Security 1st Title

File #:

Rd.

Property Address:

157 +/- Acres At 151st Rd. & 102nd
Burden, KS 67019

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 _____

[Signature]
2-11-2020
[Signature] 2-21-2020

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>



GIS Web Map

Map produced via

Cowley County GIS Web App Builder

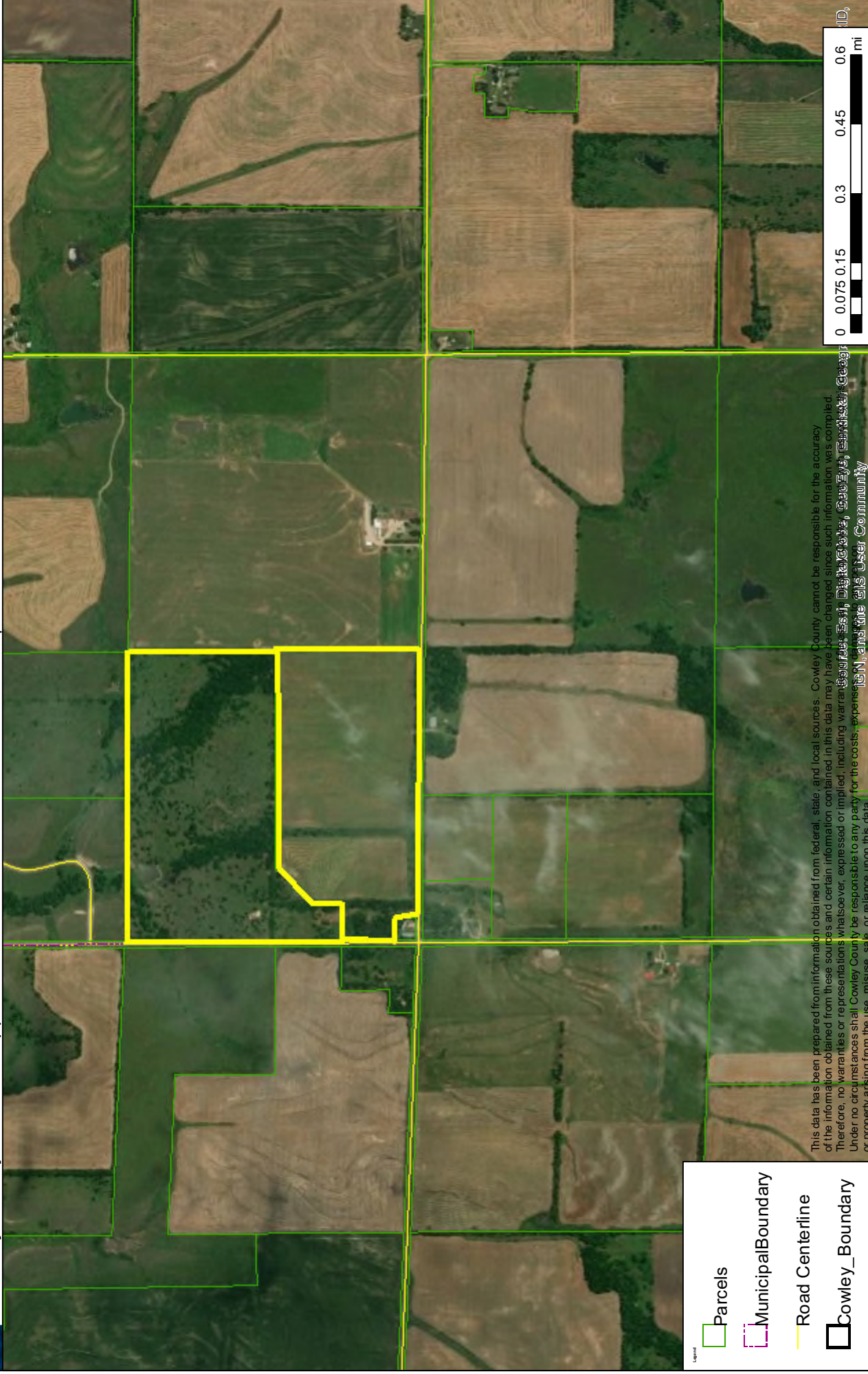
Zoning - Agricultural

Map Produced on: 1/29/2020

Cowley County GIS
311 E 9TH AVE
Winfield, KS 67156
620-221-5405
www.cowleycounty.org



COWLEY COUNTY
misgis



- Parcels
- MunicipalBoundary
- Road Centerline
- Cowley_Boundary

This data has been prepared from information obtained from federal, state, and local sources. Cowley County cannot be responsible for the accuracy of the information obtained from these sources and certain information contained in this data may have been changed since such information was compiled. Therefore, no warranties or representations whatsoever, expressed or implied, including warranties of merchantability, fitness for a particular purpose, or non-infringement, are made by Cowley County. Under no circumstances shall Cowley County be responsible to any party for the costs, expenses, damages, or property arising from the use, misuse, sale, or reliance upon this data.



National Flood Hazard Layer FIRMette



37°20'12.89"N

96°52'54.39"W



USGS The National Map: Orthoimagery, Data refreshed April, 2019.



37°19'44.29"N

96°52'16.94"W

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS



0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*



OTHER AREAS OF FLOOD HAZARD

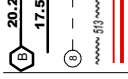


OTHER AREAS

GENERAL STRUCTURES



Cross Sections with 1% Annual Chance Water Surface Elevation



OTHER FEATURES



MAP PANELS



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **1/29/2020 at 4:35:27 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



GIS Web Map

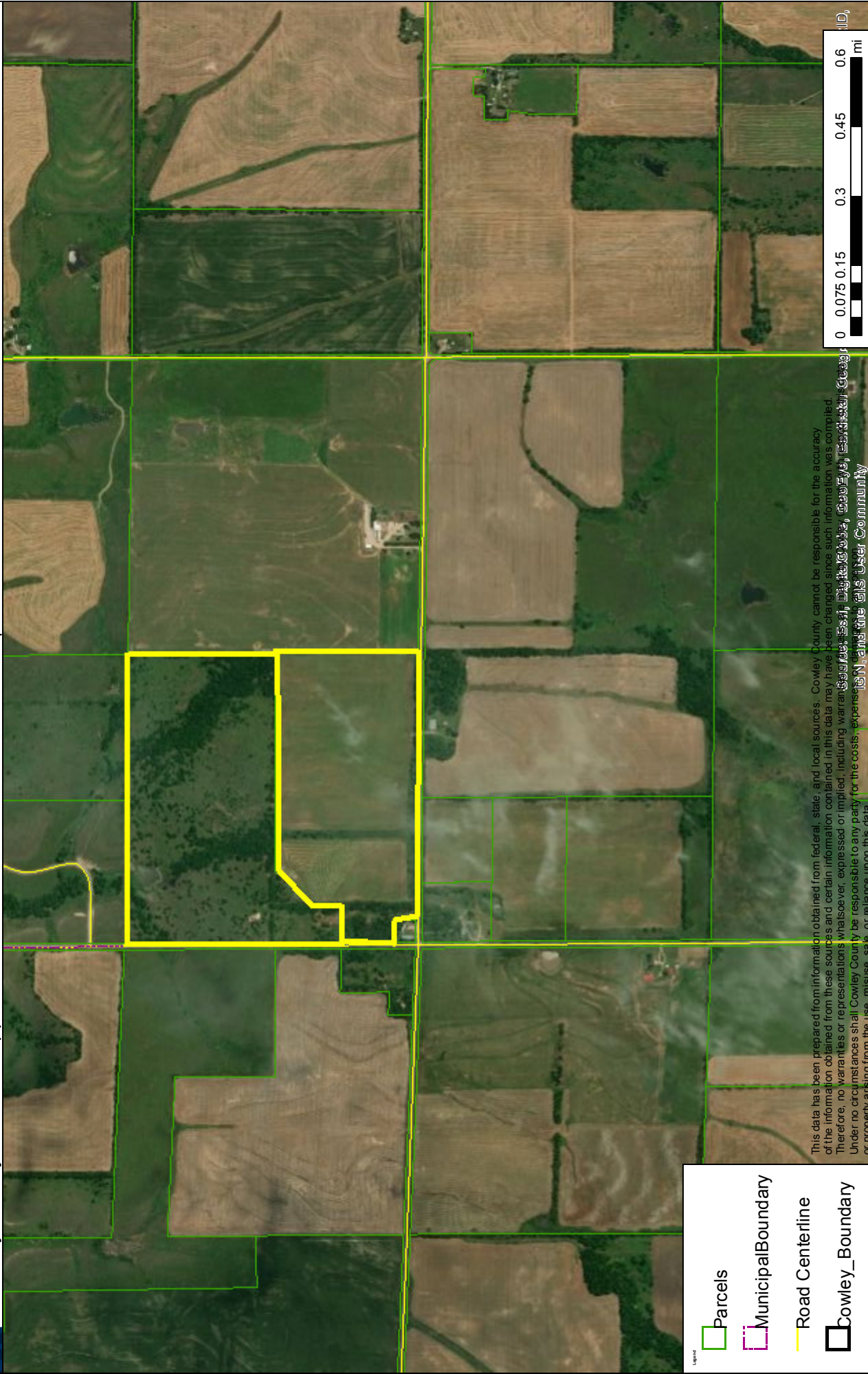
Map produced via
Cowley County GIS Web App Builder

Cowley County GIS
311 E 9TH AVE
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www.cowleycounty.org

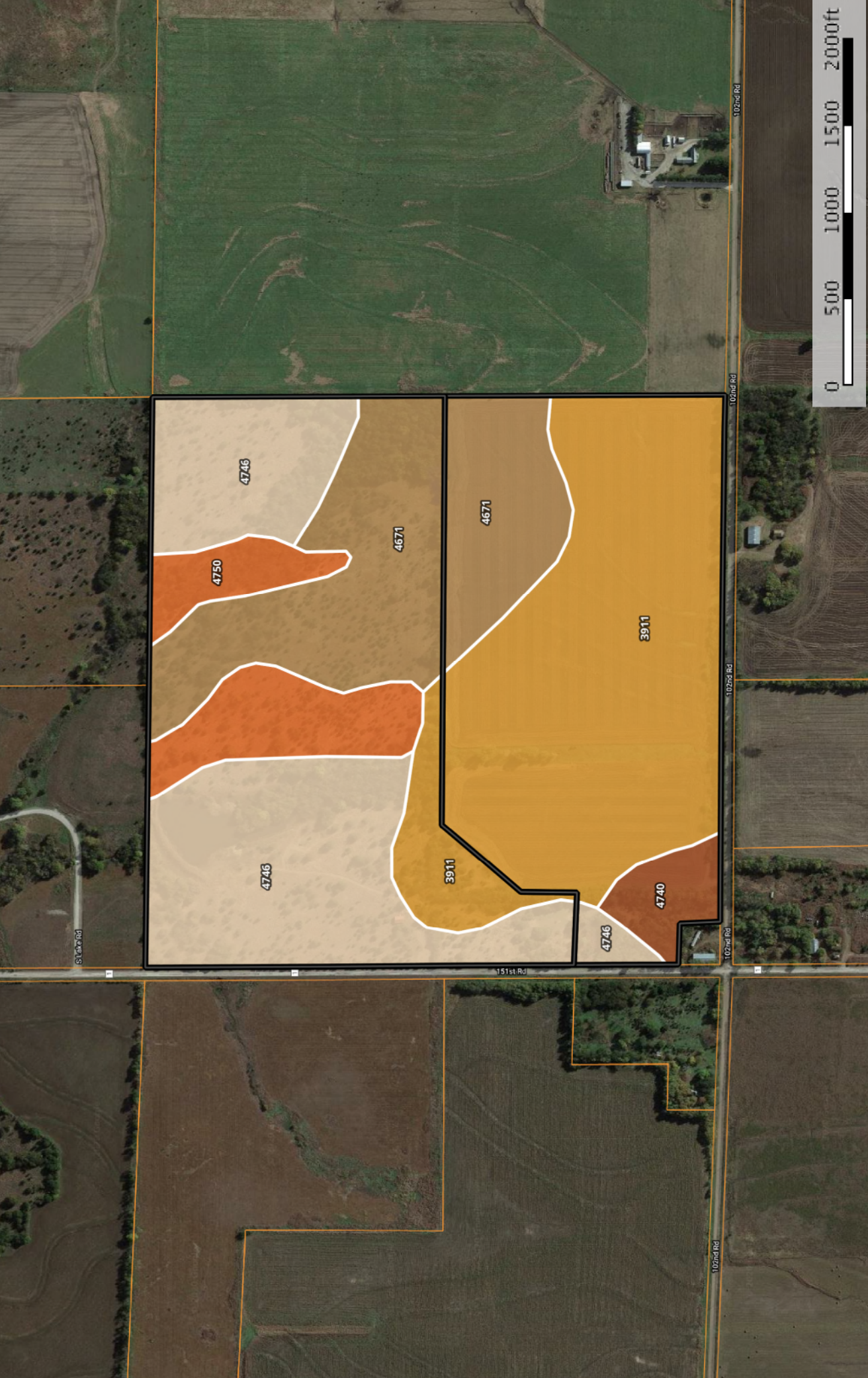


COWLEY COUNTY
misgis

Map Produced on: 1/29/2020



157 +/- Acres at 151st Rd. & 102nd Rd., Burden, KS 67019
Kansas, 157 AC +/-



 Boundary

| All Polygons 156.9 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4671	Irwin silty clay loam, 1 to 3 percent slopes	35.9	22.9	3s
4750	Sogn silty clay loam, 0 to 10 percent slopes	14.5	9.26	6s
4746	Labette-Sogn silty clay loam, 0 to 8 percent slopes	43.7	27.86	4e
3911	Rosehill silty clay, 1 to 3 percent slopes	58.4	37.2	3e
4740	Labette silty clay loam, 1 to 3 percent slopes	4.4	2.78	2e
TOTALS		156.9	100%	3.53

| Boundary 87.0 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4671	Irwin silty clay loam, 1 to 3 percent slopes	23.5	27.01	3s
4750	Sogn silty clay loam, 0 to 10 percent slopes	14.5	16.71	6s
4746	Labette-Sogn silty clay loam, 0 to 8 percent slopes	42.0	48.35	4e
3911	Rosehill silty clay, 1 to 3 percent slopes	6.9	7.93	3e
TOTALS		87.0	100%	3.98

| Boundary 69.9 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4671	Irwin silty clay loam, 1 to 3 percent slopes	12.4	17.8	3s
4740	Labette silty clay loam, 1 to 3 percent slopes	4.4	6.24	2e
4746	Labette-Sogn silty clay loam, 0 to 8 percent slopes	1.7	2.37	4e
3911	Rosehill silty clay, 1 to 3 percent slopes	51.5	73.59	3e
TOTALS		69.9	100%	2.96

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability

								
	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

(s) soil limitations within the rooting zone (w) excess of water





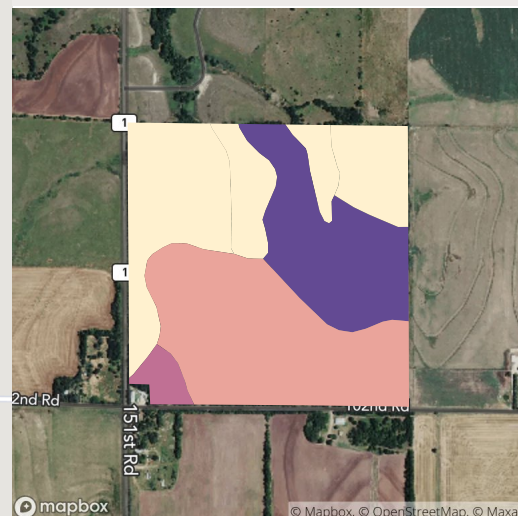
TOWNSHIP/SECTION 31S 5E - 22

AVG NCCPI

COUNTY AVG

39.9

52.6



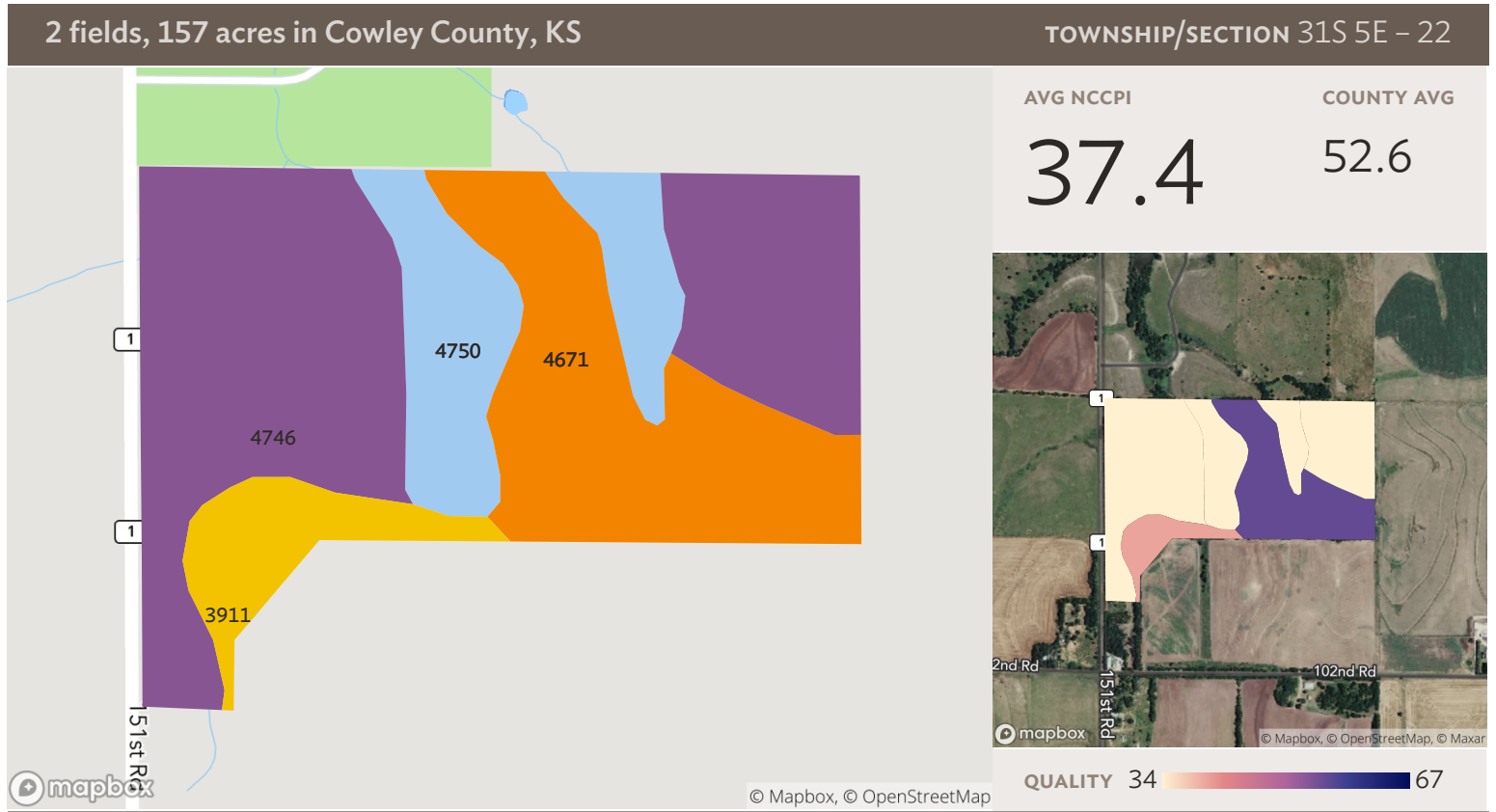
QUALITY 34 67

All fields

Source: NRCS Soil Survey

157 ac

	SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
	3911	Rosehill silty clay, 1 to 3 percent slopes	57.88	37.0%	3	39.9
	4746	Labette-Sogn silty clay loam, 0 to 8 percent slopes	43.85	28.0%	4	33.7
	4671	Irwin silty clay loam, 1 to 3 percent slopes	35.79	22.9%	3	55.9
	4750	Sogn silty clay loam, 0 to 10 percent slopes	14.79	9.4%	6	17.4
	4740	Labette silty clay loam, 1 to 3 percent slopes	4.30	2.7%	2	47.4
			156.60			39.9



Field 1

Source: NRCS Soil Survey

87 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
4746	Labette-Sogn silty clay loam, 0 to 8 percent slopes	42.12	48.5%	4	33.7
4671	Irwin silty clay loam, 1 to 3 percent slopes	23.32	26.9%	3	55.9
4750	Sogn silty clay loam, 0 to 10 percent slopes	14.79	17.0%	6	17.4
3911	Rosehill silty clay, 1 to 3 percent slopes	6.57	7.6%	3	39.9
		86.80			37.4



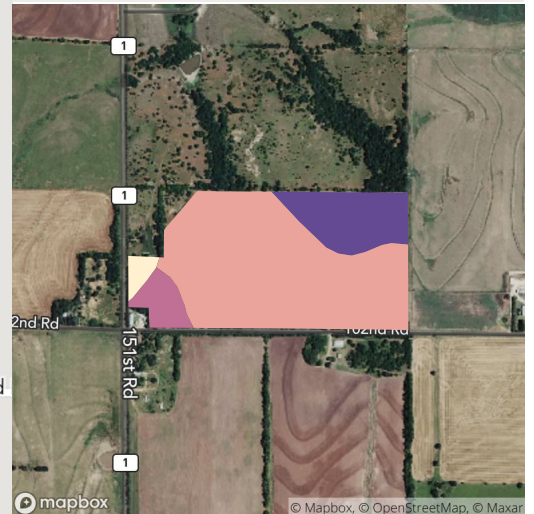
TOWNSHIP/SECTION 31S 5E - 22

AVG NCCPI

COUNTY AVG

43.1

52.6



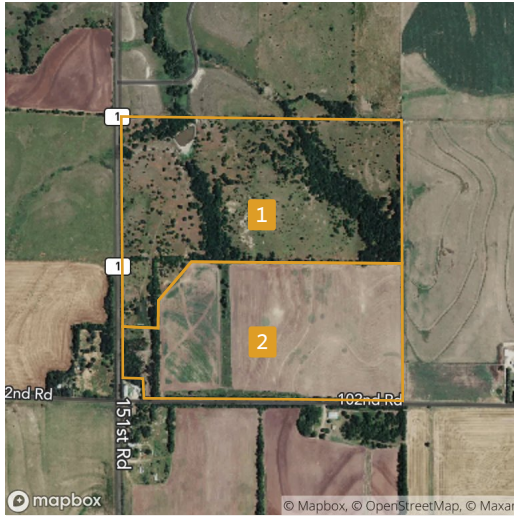
QUALITY 34  67

Field 2

Source: NRCS Soil Survey

70 ac

	SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
	3911	Rosehill silty clay, 1 to 3 percent slopes	51.30	73.5%	3	39.9
	4671	Irwin silty clay loam, 1 to 3 percent slopes	12.47	17.9%	3	55.9
	4740	Labette silty clay loam, 1 to 3 percent slopes	4.30	6.2%	2	47.4
	4746	Labette-Sogn silty clay loam, 0 to 8 percent slopes	1.72	2.5%	4	33.7
			69.80			43.1

2 fields, 157 acres in Cowley County, KS
TOWNSHIP/SECTION 31S 5E - 22


All fields

157 ac


2017

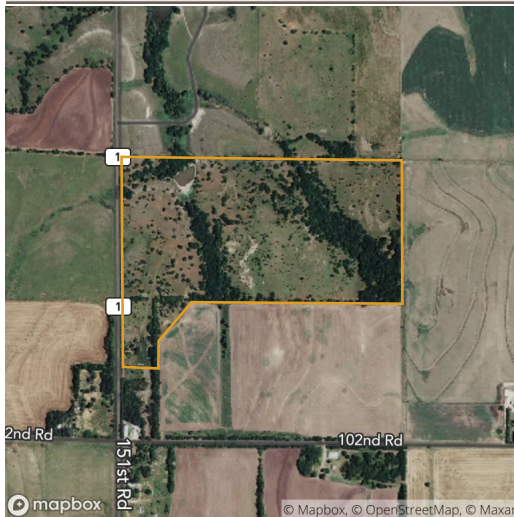
2016

2015

2014

2013

Grass/Pasture	48.5%	51.3%	49.3%	81.6%	48.7%
Corn	30.9%	–	–	–	0.8%
Forest	16.1%	14.1%	16.3%	10.6%	11.2%
Winter Wheat	0.2%	21.0%	31.1%	3.5%	–
Soybeans	0.2%	5.5%	–	0.3%	26.8%
Sorghum	–	0.2%	–	0.6%	9.3%
Other	4.2%	8.0%	3.3%	3.5%	3.3%



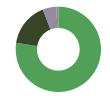
Field 1

87 ac


2017

2016

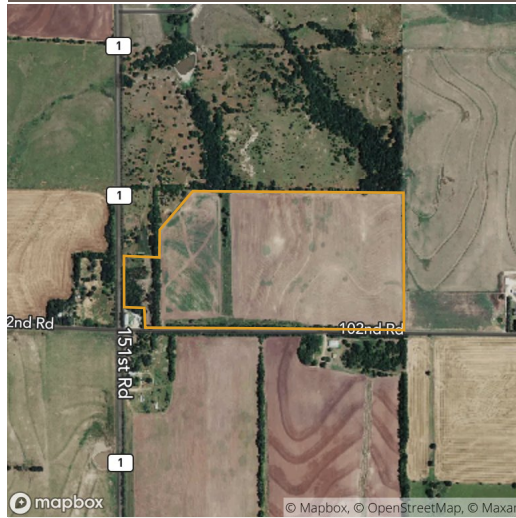
2015

2014

2013

Grass/Pasture	70.5%	74.7%	70.7%	79.0%	77.4%
Forest	22.0%	19.3%	23.3%	15.1%	16.6%
Non-Cropland	5.7%	4.6%	4.6%	4.8%	5.2%
Other	1.8%	1.4%	1.4%	1.2%	0.7%

2 fields, 157 acres in Cowley County, KS

TOWNSHIP/SECTION 31S 5E - 22



Field 2

70 ac



2017



2016



2015



2014



2013

 Corn	69.3%	–	–	–	1.7%
 Grass/Pasture	21.2%	22.2%	22.8%	84.9%	12.9%
 Winter Wheat	0.3%	47.0%	69.7%	7.8%	–
 Forest	8.8%	7.7%	7.5%	5.0%	4.4%
 Soybeans	0.3%	12.3%	–	0.7%	60.2%
 Double Crop	–	9.8%	–	–	–
 Sorghum	–	0.3%	–	1.4%	20.9%
 Other	–	0.7%	–	0.3%	–

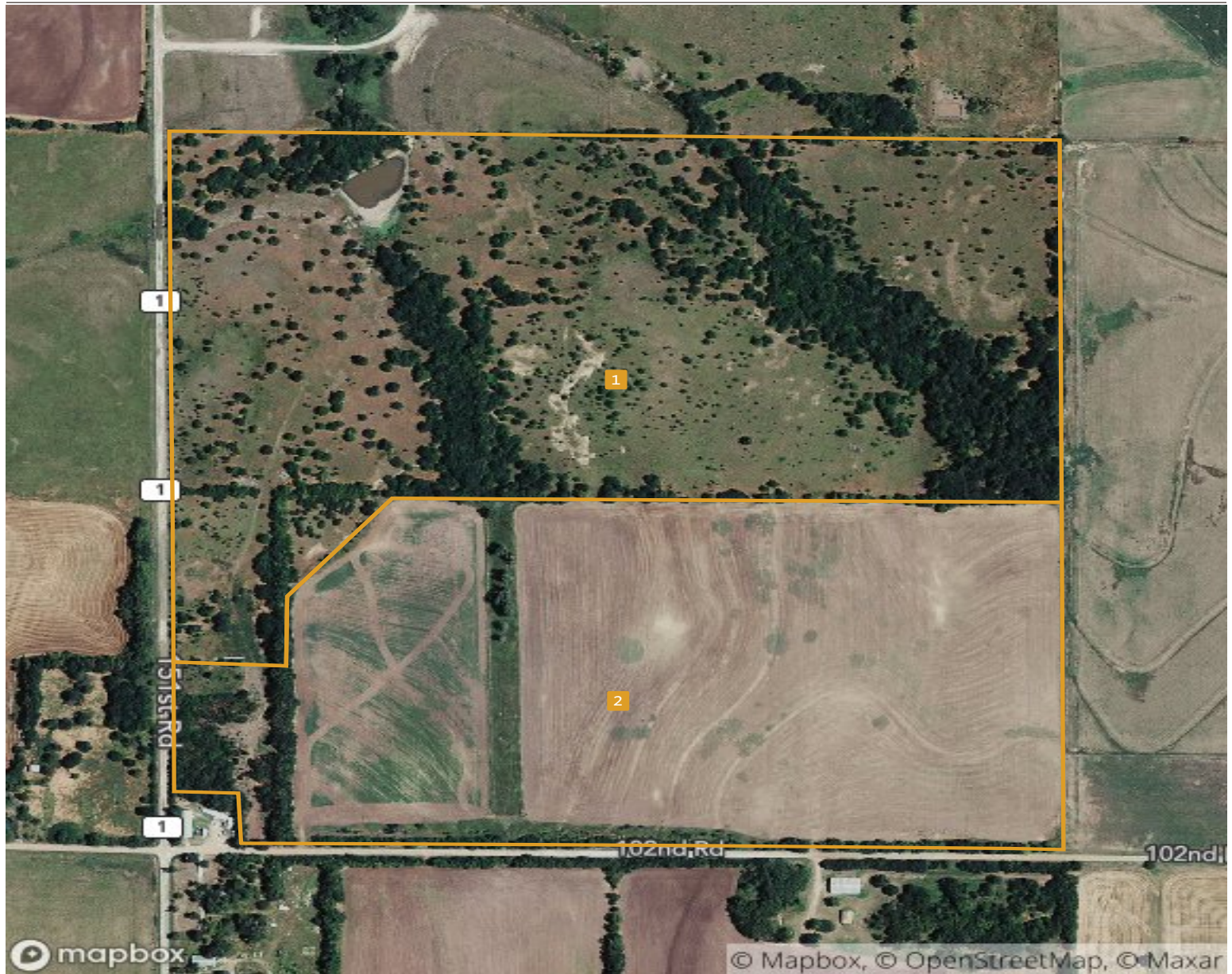
Source: NASS Cropland Data Layer

2 fields, 157 acres in Cowley County, KS

TOWNSHIP/SECTION 31S 5E - 22

Cowley County, KS

FIELD	ACRES	LOCATION	OWNER (LAST UPDATED)
1 	86.80	31S 5E - 22 APN: 0952200000005000	BOSLEY, LONNIE H & COLLEEN D (07/18/2018)
2 	69.80	31S 5E - 22 APN: 0952200000005010	BOSLEY, LONNIE H & COLLEEN D (07/18/2018)

156.60


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*)

