

PROPERTY INFORMATION PACKET | THE DETAILS



4510 E. 30th Ave | Hutchinson, KS 67502

AUCTION: Saturday, October 10th 2020 @ 12:00 PM

12041 E. 13th St. N., Wichita, KS, 67206
316.867.3600 • 800.544.4489
www.McCurdyAuction.com



McCurdy
AUCTION
REAL ESTATE SPECIALISTS



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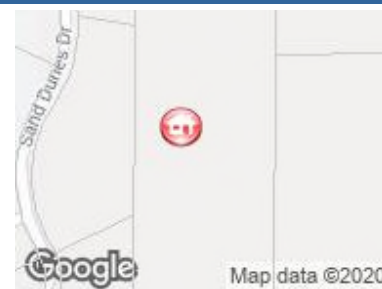
- PROPERTY DETAIL PAGES
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- SECURITY 1ST TITLE WIRE FRAUD ALERT
- AVERAGE UTILITIES
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer 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 # 586406
Status Active
Contingency Reason
Area R10 - Hutchinson
Address 4510 E 30TH AVE
City Hutchinson
Zip 67502
Asking Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms	3	Approx. AGLA	1633
Total Bedrooms	3.00	AGLA Source	Court House
AG Full Baths	2	Approx. BFA	754.00
AG Half Baths	0	BFA Source	Court House
Total Baths	2	Approx. TFLA	2,387
Garage Size	1	Lot Size/SqFt	1139965
Basement	Yes - Partially Finished	Number of Acres	26.17
Levels	Tri-Level		
Approximate Age	51 - 80 Years		
Acreage	10.01 or More		

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: 316-867-3600	Master Bedroom Dimensions	14.10 x 11.6
Co-List Agent - Agent Name and Phone	LONN MCCURDY - HOME: 316-683-0612	Master Bedroom Flooring	Carpet
Co-List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-867-3600	Living Room Level	Main
Showing Phone	1-800-301-2055	Living Room Dimensions	26.9 x 14.3
Year Built	1941	Living Room Flooring	Carpet
Parcel ID	20155-132-03-0-10-01-002.00	Kitchen Level	Main
School District	Buhler School District (USD 313)	Kitchen Dimensions	22.6 x 11.5
Elementary School	Union Valley	Kitchen Flooring	Laminate - Other
Middle School	Prairie Hills	Room 4 Type	Bedroom
High School	Buhler	Room 4 Level	Main
Subdivision	CLAY TOWNSHIP	Room 4 Dimensions	14.9 x 11.6
Legal	CLAY TOWNSHIP, S03, T23, R05W, ACRES 26.1, E1/2 OF MIDDLE 1/3 OF NE1/4 LESS N 40 FT & S 30 FT FOR RD	Room 4 Flooring	Carpet
List Date	8/10/2020	Room 5 Type	Bedroom
Display Address	Yes	Room 5 Level	Lower
Sub-Agent Comm	0	Room 5 Dimensions	14 x 11.6
Buyer-Broker Comm	3	Room 5 Flooring	Carpet
Transact Broker Comm	3	Room 6 Type	Family Room
Variable Comm	Non-Variable	Room 6 Level	Basement
Days On Market	30	Room 6 Dimensions	21.6 x 23.2
Input Date	9/8/2020 1:25 PM	Room 6 Flooring	Carpet
Update Date	9/9/2020	Room 7 Type	
Status Date	9/8/2020	Room 7 Level	
Price Date	9/8/2020	Room 7 Dimensions	
		Room 7 Flooring	
		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 Hutchinson - K-61 (Ken Kennedy Fwy) & E 30th Ave., East to property

FEATURES

ARCHITECTURE

Other/See Remarks

EXTERIOR CONSTRUCTION

Masonry-Brick
Masonry-Stone
Vinyl/Metal Siding

ROOF

Other/See Remarks

LOT DESCRIPTION

Standard
Wooded

FRONTAGE

Paved Frontage

EXTERIOR AMENITIES

In Ground Pool
Ag Outbuilding(s)
Antenna
Covered Patio
Fence-Chain
Fence-Other/See Remarks
Guttering
Horses Allowed
Irrigation Well
RV Parking
Satellite Dish
Security Light
Storm Door(s)
Other/See Remarks
Outbuildings

GARAGE

Attached

FLOOD INSURANCE

Unknown

UTILITIES

Sewer
Natural Gas
Private Water

BASEMENT / FOUNDATION

Walk Out At Grade
Std Bsmt Window no-egress

BASEMENT FINISH

Bsmt Rec/Family Room

COOLING

Central
Electric

HEATING

Forced Air
Gas

DINING AREA

Kitchen/Dining Combo

FIREPLACE

One
Living Room
Woodburning
Wood Stove

KITCHEN FEATURES

Eating Bar
Pantry
Electric Hookup
Tile Counters

APPLIANCES

Disposal

MASTER BEDROOM

Master Bdrm on Main Level

LAUNDRY

Basement
Separate Room
Gas Hookup
Wash Sink

INTERIOR AMENITIES

Ceiling Fan(s)
Closet-Walk-In
Window Coverings-Part
Wood Laminate

POSSESSION

At Closing

PROPOSED FINANCING

Other/See Remarks

WARRANTY

No Warranty Provided

OWNERSHIP

Trust

PROPERTY CONDITION REPORT

Yes

DOCUMENTS ON FILE

Sellers Prop. Disclosure

SHOWING INSTRUCTIONS

Appt Req-Call Showing #

LOCKBOX

Combination

TYPE OF LISTING

Excl Right w/o Reserve

AGENT TYPE

Sellers Agent

FINANCIAL

Assumable Y/N	No
Currently Rented Y/N	No
Rental Amount	
General Property Taxes	\$2,840.12
General Tax Year	2019
Yearly Specials	\$96.00
Total Specials	\$96.00

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 Lonny McCurdy with McCurdy Auction, LLC. Office: 316-867-3600 Email: mniedens@mccurdyauction.com and lmcurdy@mccurdyauction.com **LIVE & ONLINE REAL ESTATE AUCTION ON SATURDAY, OCTOBER 10TH, 2020 AT 12:00 PM. CLEAR TITLE AT CLOSING, NO BACK TAXES, PREVIEW AVAILABLE.** Fantastic opportunity to purchase an established equine facility with a barn, riding arena, multiple out-buildings, and a home all on 26 +/- Acres!!! **LOT FEATURES:** 26.17 +/- Acres Multiple pastures Pipe fencing Blacktop frontage Irrigation & drinking well In-ground pool **EQUINE FACILITIES FEATURE:** Large indoor riding arena with a lean-to 2 barns with multiple stalls Bathing area Storage building Hay storage Grain bin Outdoor paddocks **HOME FEATURES:** 2,387 +/- square foot 3 bedroom, 2 bathroom home. This home features an attached one-car garage with a shop area. Inside the home on the main level is an open floor plan. The living room has a wood-burning fireplace, access to the screened-in porch with a hot tub, and opens up to the kitchen/dining area. This area has laminate flooring, a long eating bar with additional seating and tile countertops. Also on the main floor of the home is the primary bedroom with a walk-in closet, a full bathroom with a tub/shower combination, and the second bedroom. Off the kitchen are stairs that lead to the lower level of the home providing the third bedroom and a full bathroom with a tub/shower combination. The walk-out basement offers a large rec/family room and a storage room with washer & dryer hookups. Per the seller, the chimney/flue was last cleaned out in August 2019. Per the seller, there is an old handshake agreement. All crops, if any, belong to the tenant. *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	Reserve	Method of Auction	Live w/Online Bidding
Auction Location	ONSITE	Auction Offering	Real Estate Only
Auction Date	10/10/2020	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 for Preview	Yes
1 - Open/Preview Date	10/10/2020	1 - Open Start Time	11:00 AM
1 - Open End Time	12:00 PM		

TERMS OF SALE

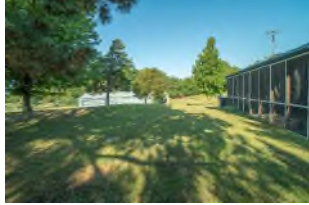
Terms of Sale

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES





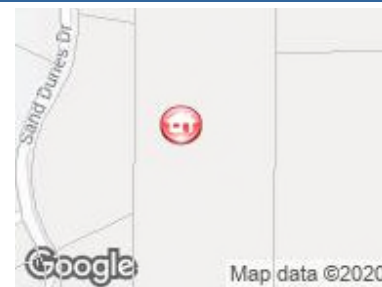
DISCLAIMER

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ALL FIELDS CUSTOMIZABLE



MLS # 586416
Class Land
Property Type Farm
County Reno
Area R10 - Hutchinson
Address 4510 E 30TH AVE
Address 2
City Hutchinson
State KS
Zip 67502
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	List Date	8/10/2020
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-867-3600	Realtor.com Y/N	Yes
Co-List Agent - Agent Name and Phone	LONN MCCURDY - HOME: 316-683-0612	Display on Public Websites	Yes
Co-List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-867-3600	Display Address	Yes
Showing Phone	1-800-301-2055	VOW: Allow AVM	Yes
Zoning Usage	Single Family	VOW: Allow 3rd Party Comm	Yes
Parcel ID	20155-132-03-0-10-01-002.00	Sub-Agent Comm	0
Number of Acres	26.17	Buyer-Broker Comm	3
Price Per Acre		Transact Broker Comm	3
Lot Size/SqFt	1139965	Variable Comm	Non-Variable
School District	Buhler School District (USD 313)	Virtual Tour Y/N	
Elementary School	Union Valley		
Middle School	Prairie Hills		
High School	Buhler		
Subdivision	CLAY TOWNSHIP		
Legal	CLAY TOWNSHIP, S03, T23, R05W, ACRES 26.1, E1/2 OF MIDDLE 1/3 OF NE1/4 LESS N 40 FT & S 30 FT FOR RD		

DIRECTIONS

Directions Hutchinson - K-61 (Ken Kennedy Fwy) & E 30th Ave., East to property.

FEATURES

SHAPE / LOCATION	IMPROVEMENTS	FLOOD INSURANCE	LOCKBOX
Rectangular	Fencing	Unknown	Combination
Deep/Narrow	OUTBUILDINGS	SALE OPTIONS	AGENT TYPE
TOPOGRAPHIC	Garage	None	Sellers Agent
Level	Grain Bin	EXISTING FINANCING	OWNERSHIP
Rolling	Hay Barn	Other/See Remarks	Trust
Stream/River	Riding Arena	PROPOSED FINANCING	TYPE OF LISTING
Wooded	Shop	Other/See Remarks	Excl Right w/o Reserve
PRESENT USAGE	Silo	POSSESSION	HOUSE FEATURES
Tillable	Stable	At Closing	House Listed Under Resid.
ROAD FRONTAGE	MISCELLANEOUS FEATURES	SHOWING INSTRUCTIONS	1501+ SQFT
Gravel	Other/See Remarks	Call Showing #	31+ Years
UTILITIES AVAILABLE	DOCUMENTS ON FILE		3 Bedrooms
Electricity	Aerial Photos		BUILDER OPTIONS
Natural Gas	Photographs		Open Builder
Private Water	Sellers Prop. Disclosure		
Public Sewer			

FINANCIAL

Assumable Y/N	No
General Taxes	\$2,840.12
General Tax Year	2019
Yearly Specials	\$96.00

Total Specials \$96.00
HOA Y/N No
Yearly HOA Dues
HOA Initiation Fee
Earnest \$ Deposited With Security 1st Title

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AUCTION

Auction Date	10/10/2020	Auction Location	ONSITE
Auction Offering	Real Estate Only	Auction Start Time	12:00 PM
1 - Open for Preview		1 - Open End Time	
Broker Reg Deadline	10/09/2020 by 5:00 PM	Broker Registration Req	Yes
Buyer Premium Y/N	Yes		

TERMS OF SALE

Terms of Sale

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES





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(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 4510 E. 30th Ave - Hutchinson, KS 67502

Seller: The Karen J. Russell Revocable 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

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: _____					Keypad Entry: (Circle One) ☐ YES ☐ NO
☐	☒	☒	☐	☐	Clothes Dryer	☐	☐	☐	☒	☐	Aluminum Wiring
☐	☐	☐	☐	☐	Trash Compactor	☐	☐	☐	☒	☐	Copper Wiring
☐	☐	☐	☐	☐	Central Vacuum	☐	☐	☐	☒	☐	220 Volt
☐	☐	☐	☐	☐	Exterior Attached Gas Grill						Service Panel Total Amps
☐	☐	☐	☐	☐	Other: _____	☐	☐	☐	☐	☐	Security System
☐	☐	☐	☐	☐	Other: _____						(Circle One) ☐ Own ☐ Rent/Financed
☐	☐	☐	☐	☐	Other: _____						Company
☐	☐	☐	☐	☐	Other: _____						Comments:
Comments:											

BUYER'S INITIALS: _____

SELLER'S INITIALS: _____

				TO BUYER				
None	Does Not Transfer	Working	Not Working	Don't Know	Indicate the condition of the following items by marking only one appropriate box.			
☐	☐	☒	☐	☐	Sewage Systems			
☐	☐	☐	☒	☐	Sump Pump			
☐	☐	☐	☒	☐	Backup Sump Pump/Battery			
☐	☐	☒	☐	☐	Plumbing			
					Type			
☐	☐	☒	☐	☐	Water Heater (Circle One) ☐ Elect ☒ Gas			
					Size & Age 9/20/16			
☐	☐	☐	☒	☐	Instant Hot Water			
☐	☐	☐	☐	☐	Water Softener			
					(Circle One) ☐ Own ☐ Rent/Lease			
					Company			
☐	☐	☐	☒	☐	Water Purifier/Reverse Osmosis			
☐	☐	☐	☒	☐	Underground Sprinkler System ☒			
☐	☐	☒	☐	☐	Backflow Device (Circle One) ☐ YES ☒ NO			
☐	☐	☒	☐	☐	Date Last Tested or Inspected			
☐	☐	☐	☒	☐	Pool Equipment			
☐	☐	☐	☒	☐	Hot Tub/Spa			
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
☐	☐	☒	☐	☐	<u>3</u> # of Remotes/Remotes
☐	☐	☐	☒	☐	Attached Antennas
☐	☐	☐	☐	☐	Cable TV Wiring/Jacks
☐	☐	☐	☒	☐	Attached Television Mount(s)
☐	☐	☐	☒	☐	Projector(s)
☐	☐	☐	☒	☐	Projector Screen(s)
☐	☐	☐	☒	☐	Surround Sound Speakers
☐	☐	☐	☒	☐	Wired for Surround Sound

Comments:

				TO BUYER				
None	Does Not Transfer	Working	Not Working	Don't Know	Indicate the condition of the following items by marking only one appropriate box.			
☐	☐	☒	☐	☐	Cooling System			
					Type			
					Age			
☐	☐	☒	☐	☐	Heating System			
					Type			
					Age			
☐	☐	☒	☐	☐	Window/Wall Air Conditioning Units			
☐	☐	☐	☐	☐	Electronic Air Filter			
☐	☐	☐	☐	☐	Humidifier			
☐	☐	☒	☐	☐	Fireplace			
☐	☐	☒	☐	☐	Fireplace Insert			
☐	☐	☒	☐	☐	Wood burning Stove			
					Chimney/Flue - Date Last Cleaned			
☐	☐	☐	☒	☐	Gas Log Lighter <u>Aug 2019</u>			
☐	☐	☐	☒	☐	Whole House Attic Fan <u>no attic</u>			
☐	☐	☐	☒	☐	Solar Equipment			
☐	☐	☐	☒	☐	Propane Tank			
					(Circle One) ☐ Own ☐ Rent/Lease			
					Company			
Comments:								

Any Additional Comments for Part I:

BUYER'S INITIALS: _____

Pg 2 of 7

SELLER'S INITIALS: _____

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.

SECTION 1

STRUCTURAL FOUNDATION/WALLS

YES

NO

DON'T
KNOW

- ☐ ☒ ☐ Are any exterior walls covered with Exterior Insulation & Finish System (synthetic stucco)?
If YES, are you aware of any adverse conditions? _____

Indicate all that apply:

☐ Basement

☐ Crawl Space

☐ Slab

- ☐ ☒ ☐ Are there any structural engineer's report(s) available?

If YES, Date of Report: _____ Copy Attached? (Mark One): ☐ YES ☐ NO

To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)

- ☐ ☒ ☐ Movement, shifting, deterioration or other problems with walls or foundation?
☐ ☒ ☐ Cracks or flaws in the walls, floors or foundation?
☐ ☒ ☐ Problems with driveways, walkways, patios, retaining walls, party walls?
☐ ☒ ☐ Problems with operation of windows or doors, or broken seals?
☐ ☒ ☐ Any corrective actions to items in this section? (Example - Piering, bracing, etc.)
☐ ☒ ☐ Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☐ ☒ ☐ Is there insulation in the walls?
☐ ☒ ☐ Is there insulation in the floors?

Additional Comments:

SECTION 2

ROOF/INSULATION

YES

NO

DON'T
KNOW

- ☐ ☐ ☒ Age: _____ Type: _____
☐ ☐ ☒ To your knowledge, are there any ☐ PAST ☐ PRESENT roof leaks? (Mark One)
If any, identify details below.

- ☐ ☐ ☐ During your ownership, has the roof ever been ☐ REPLACED? ☐ REPAIRED? (Mark One)
If YES, Date: _____ (Identify details below.)

- ☐ ☐ ☒ Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☐ ☒ ☐ Do you know of any problems with chimneys or chases? (If YES, explain below.)
☐ ☒ ☐ Do you know of any problems with roof, roof structure or rain gutters? (If YES, explain below.)
☐ ☒ ☐ Is there insulation in the ceiling/attic?

Additional Comments:

SECTION 3

MOLD/MILDEW

YES

NO

DON'T
KNOW

According to the EPA, molds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the naked eye, and float through outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. Inhaling or touching mold spores may cause allergic reactions in sensitive individuals.

To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)

- ☐ ☐ ☒ Presence of any mold/mildew in the property?
☐ ☐ ☒ Any problems created by mold or mildew for occupants of the structure during your ownership?
☐ ☐ ☐ Have you had any inspections for mold or mildew? If YES, Date: _____ (If YES, explain below.)
☐ ☐ ☐ Have you received any reports pertaining to mold or mildew on or within the structure? (If YES, attach.)
☐ ☐ ☐ Has the property had any professional mold remediation during your ownership? If YES, Date: _____

Additional Comments:

BUYER'S INITIALS: _____

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SELLER'S INITIALS: _____

SECTION 4

WATER/SEWAGE SYSTEMS

YES	NO	DON'T KNOW	
	☒		Is the property connected to City Water?
	☒		Is the property connected to Rural Water? If YES, Transfer Fee: _____ District: _____
	☐		Is the property connected to any private water systems? (Mark all that apply.)
			☒ Drinking Well ☐ Irrigation Well ☐ Geo-Thermal Well
			Type _____ Location: <u>between house + Garage</u> Depth: <u>90 feet deep "Approx"</u>
			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: _____
	☒		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: _____

SECTION 5

WATER INTRUSION/LEAKS

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

Additional Comments: _____

SECTION 6

PEST, WOOD INFESTATION & DRY ROT

YES	NO	DON'T KNOW	
	☒		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:

2 years ago - treatment for mice + spiders

BUYER'S INITIALS: _____

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SELLER'S INITIALS: OR

ENVIRONMENTAL CONDITIONS

YES	NO	DON'T KNOW	
	☒	☐	Is the property located in a subdivision with a master drainage plan?
	☒	☐	If YES, is the property in compliance?
	☒	☐	Has the property ever had any drainage problems during your ownership? (If YES, explain below.)
	☒	☐	Are there any producing or non-producing gas/oil wells on the property or adjacent property?
☒	☐	☐	Do mineral rights convey to buyer? If NO, please define:
			Groundwater contamination has been detected in several areas in the State of Kansas.
	☒	☒	Are you aware of groundwater contamination or other environmental concerns?
	☒	☐	Any reports or records pertaining to groundwater contamination or other environmental concerns:
	☒	☐	Are there any diseased or dead trees and shrubs?
			To your knowledge, are any of the following substances, materials, products on the real property? (YES or NO Only.)
	☒	☐	Asbestos
	☒	☐	Contaminated soil or water (including drinking water)
	☒	☐	Landfill or buried materials
	☒	☐	Lead-based paint (If YES, attach disclosure.)
	☒	☐	Radon gas in house or well If YES, has mitigation been performed? (Mark One) YES NO
	☒	☐	Methane Gas
	☒	☐	Oil sheers in wet areas
	☒	☐	Radioactive material
	☒	☐	Toxic material disposal (solvents, chemicals, etc.)
	☒	☐	Underground fuel or chemical storage tanks
	☒	☐	EMFs (Electro Magnetic Fields)
	☒	☐	Urea formaldehyde foam insulation (UFFI)
	☒	☐	Other:
	☒	☐	Are you aware if any portion of the property has ever been used for the manufacture of, or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy, LSD or any other illegal substances?
	☒	☐	To your knowledge, are any of the above conditions present near your property?

Comments:

SECTION 8

BOUNDARIES/LAND

YES	NO	DON'T KNOW	
	☒	☒	Have you had a survey of the property? (If YES, attach copy if available.)
☒	☐	☐	Are the boundaries of your property marked in any way?
☒	☐	☐	Is there any fencing on the boundaries of the property?
☒	☐	☐	Does fencing belong to the property? If YES, which sides?
☒	☐	☐	Are there any features of the property shared in common with adjoining landowners, such as, walls, fences, roads, driveways? (If YES, explain below.)
☒	☐	☐	Is the property owner responsible for maintenance of any such shared feature(s)?
	☒	☒	To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
	☒	☐	To your knowledge, is any portion of the property located in a federally designated flood plain?
	☒	☐	Do you currently, or have you ever, paid flood insurance for the property?
	☒	☐	To your knowledge, is any portion of the property located in a designated wetlands area?
	☒	☐	Do you know of any of the following items that have occurred on the property or in the immediate area?
			(Mark all that apply.)
			EXPANSIVE SOIL
			FILL DIRT
			SLIDING
			SETTLING
			EARTH MOVEMENT
			UPHEAVAL
			EARTH STABILITY PROBLEMS

Comments:

BUYER'S INITIALS: _____

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SELLER'S INITIALS: _____

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 historic, conservation or special review district, that requires any alterations or improvements to the Property, be approved by a board or commission?
☐	☐	☐	Are there any other facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property?
☐	☐	☐	Are there any transferable warranties on the property or any of its components?
Comments: _____			

Any Additional Comments For Part II:

I, Anna Jane Shaker, as trustee, have never lived at this address and have no knowledge of working conditions. *[Signature]*

BUYER'S INITIALS: _____

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SELLER'S INITIALS: _____

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YES	NO	DON'T KNOW
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**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 historic, conservation or special review district, that requires any alterations or improvements to the Property, be approved by a board or commission?
Are there any other facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property?
Are there any transferable warranties on the property or any of its components?

Comments:

Any Additional Comments For Part II:

BUYER'S INITIALS: _____ SELLER'S INITIALS: _____



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

*I have not lived at
X NO This property*

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: _____

Date

SELLER: _____

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: _____

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. Copyright March 2014

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

Property Address 4510 E. 30th Ave - Hutchinson, KS 67502

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*):



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*):



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*)

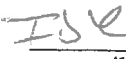
_____ (d) Buyer has received the pamphlet *Protect Your Family from Lead Paint in Your Home*. (*initial*)

(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.

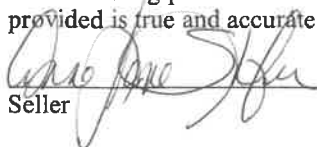
AGENT'S/LICENSEE'S ACKNOWLEDGMENT (initial below)



(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.



Seller

Date

7/16/20

Buyer

Date

Seller

Date



7/16/20

Buyer

Date

Agent/Licensee

Date

Agent/Licensee

Date



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 4510 E. 30th Ave - Hutchinson, KS 67502

DOES THE PROPERTY HAVE A WELL? YES X NO

If yes, what type? Irrigation X Drinking X Other

Location of Well: Below house in driveway

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

If yes, what type? Septic X ~~No septic or lagoon.~~ ⊙ Lagoon ⊙

Location of Lagoon/Septic Access: Connects to city sewer

Owner

Owner

Date

Date

7/16/20



Security 1st Title

File #:

Property Address:

4510 E. 30th Ave

Hutchinson, KS 67502

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

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: 4510 E. 30th Ave., Hutchinson, KS 67502 (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>Evergy</u>	<u>House \$121.18/ Barn \$149.14</u>
Water & Sewer:	<u>City of Hutchinson Sewer (Well for water)</u>	<u>\$47.37 Sewer</u>
Gas Propane:	<u>Kansas Gas Service</u>	<u>House \$142.23 / Barn \$52.21</u>

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

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

Appliances that Transfer:

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

Washer? ☐ Yes ☒ No
Dryer? ☐ Yes ☒ No
Other? Basement extra refrigerator might leave
Most likely it will stay

Homeowners Association: ☐ Yes ☒ No

Dues Amount: _____ ☐ Yearly ☐ Monthly ☐ Quarterly

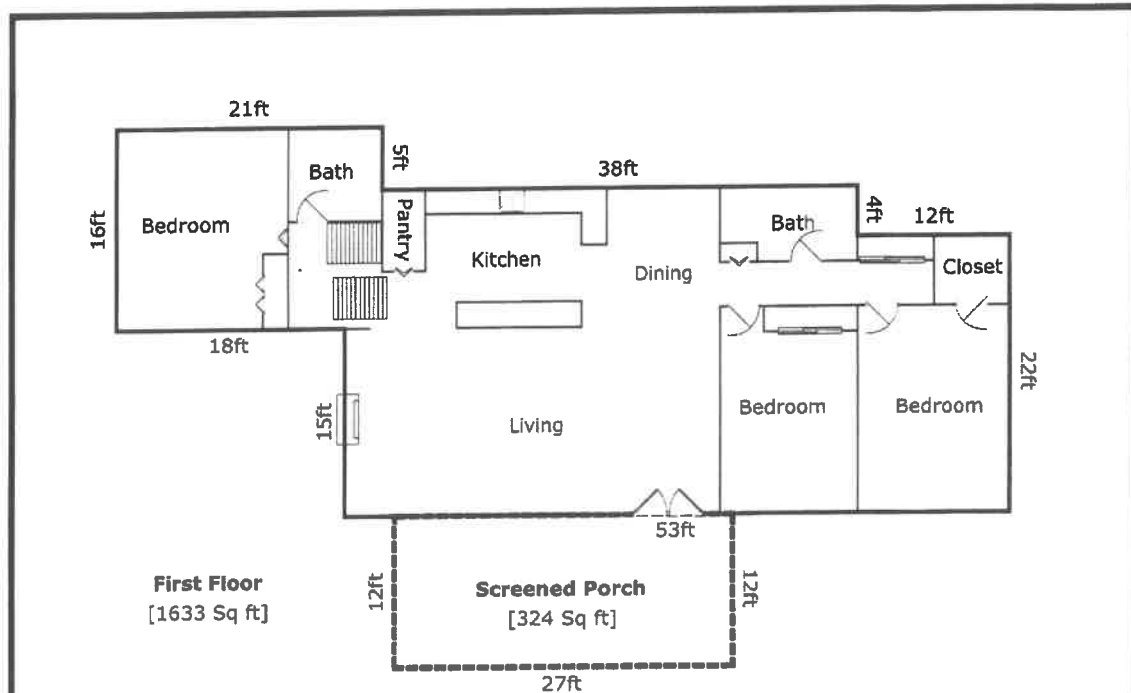
Initiation Fee: _____

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

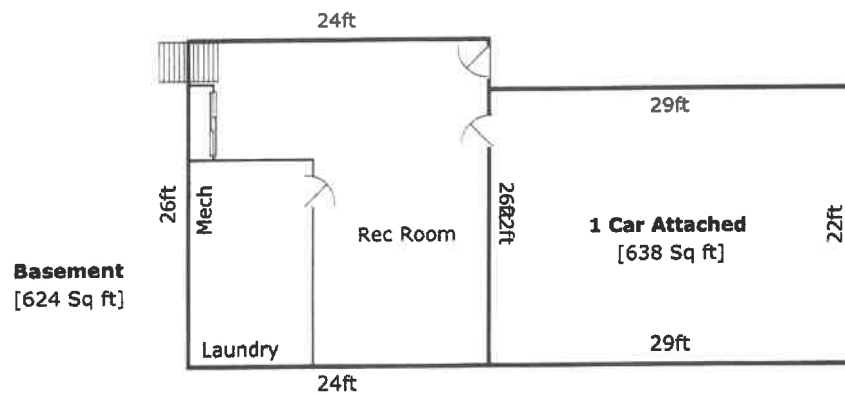
Information provided has been obtained from a variety of sources. McCurdy has not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness.

Building Sketch

Borrower			
Property Address	4510 E 30th Ave		
City	Hutchinson	County	RENO
Lender/Client		State	KS
		Zip Code	67502



NOT DRAWN TO SCALE; TO DETERMINE SQUARE FOOTAGE ONLY



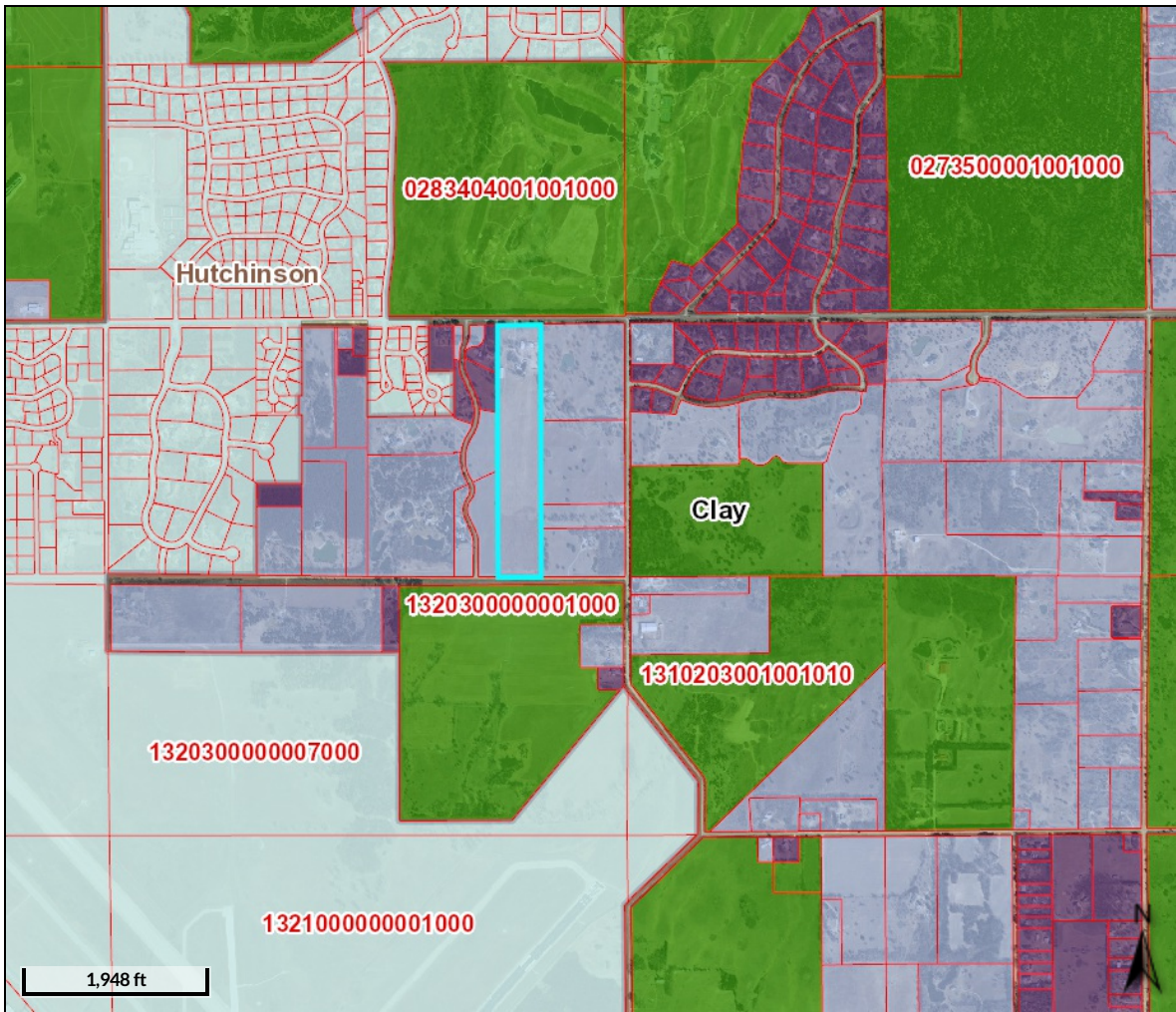
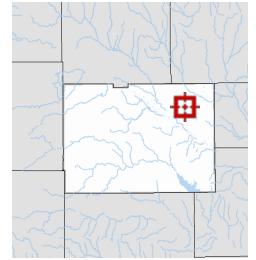
TOTAL Sketch by a la mode, Inc.

Area Calculations Summary

Living Area		Calculation Details
First Floor	1633 Sq ft	$16 \times 18 = 288$ $3 \times 5 = 15$ $26 \times 41 = 1066$ $22 \times 12 = 264$
Total Living Area (Rounded):	1633 Sq ft	
Non-Living Area		
Screened Porch	324 Sq ft	$27 \times 12 = 324$
1 Car Attached	638 Sq ft	$22 \times 29 = 638$
Basement	624 Sq ft	$26 \times 24 = 624$

**Beacon**TM

Reno County, KS

**Overview****Legend****Parcel Numbers**

- Parcels
- Townships
- Reno County**
 - AG
 - R-1
 - R-2
 - R-3
 - V-1
 - City
 - ETJ
 - Road Centerline
 - Reno County Boundary

Parcel ID	1320301001002000	Alternate ID	R20268	Owner Address	RUSSELL, KAREN J REV TRUST
Sec/Twp/Rng	03-23-05W	Class	F - Farm Homesite		4510 E 30TH AVE
Property Address	4510 E 30TH AVE	Acreage	26.1		HUTCHINSON, KS 67502-9217
	Hutchinson				
District	162				
Brief Tax Description	CLAY TOWNSHIP, S03, T23, R05W, ACRES 26.1, E1/2 OF MIDDLE 1/3 OF NE1/4 LESS N 40 FT & S 30 FT FOR RDWY R/W				
	(Note: Not to be used on legal documents)				

Date created: 6/30/2020
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4510 E. 30th Ave - Hutchinson, KS 67502

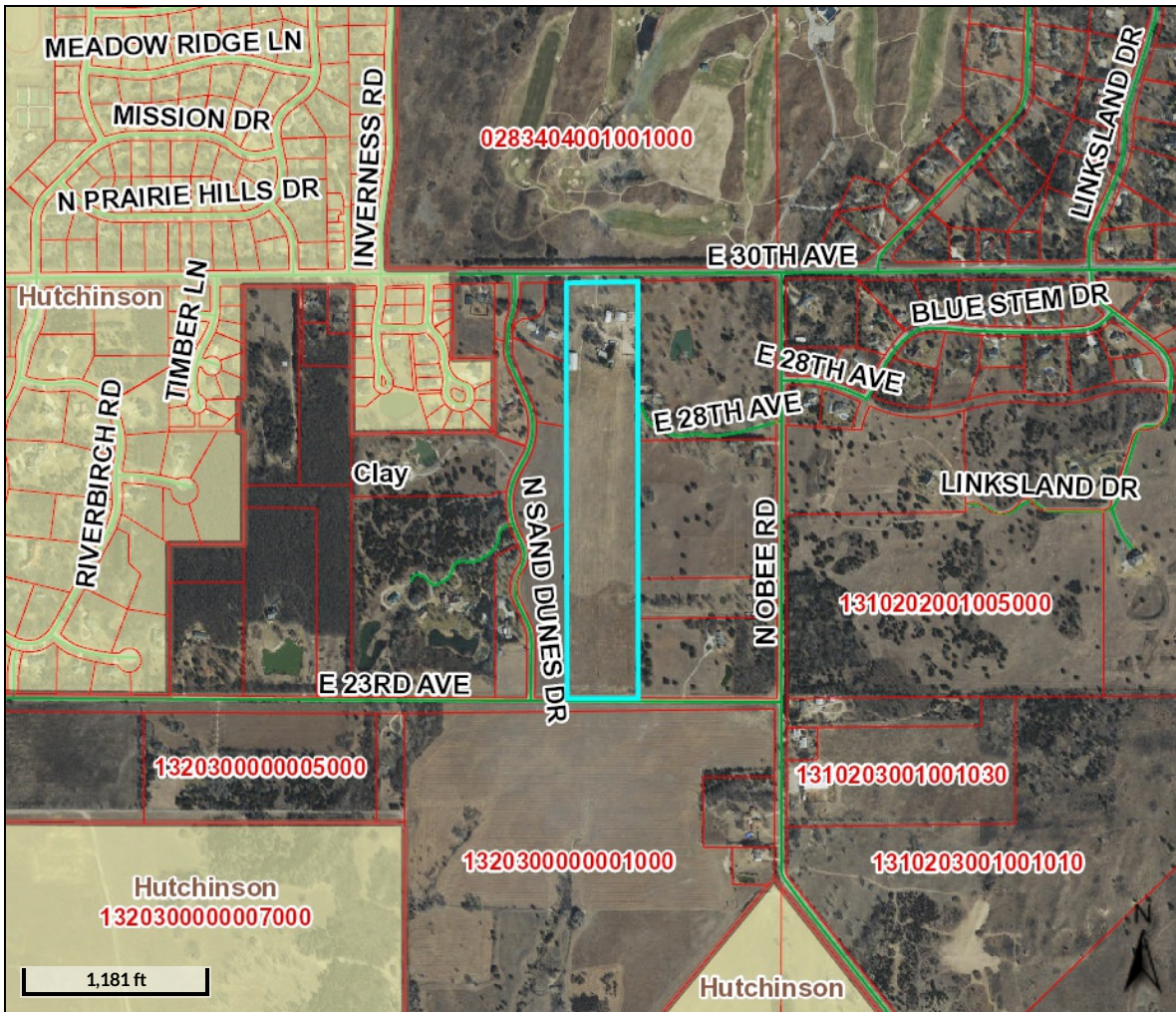
Zoning: Area of Minimal Flood Hazard



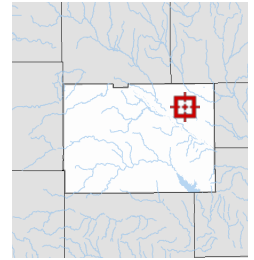


Beacon™

Reno County, KS



Overview



Legend

Parcel Numbers

- Parcels
- Townships
- Soil Types
- Road Centerline
- Reno County Boundary

Parcel ID	1320301001002000	Alternate ID	R20268	Owner Address	RUSSELL, KAREN J REV TRUST
Sec/Twp/Rng	03-23-05W	Class	F - Farm Homesite		4510 E 30TH AVE
Property Address	4510 E 30TH AVE	Acreage	26.1		HUTCHINSON, KS 67502-9217
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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, 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*)

