

PROPERTY INFORMATION PACKET THE DETAILS



301 N. Northern St | El Dorado, KS 67042

AUCTION: BIDDING OPENS: Tues, September 21st @ 5:00 PM
BIDDING ENDS: Tues, Sept 24th @ 2:00 PM

12041E, T9th St N, Wichita, KS, 67206
316.867.3600 • 800.944.4439
www.McCurdyAuction.com



McCurdy
AUCTION, LLC
REAL ESTATE SPECIALISTS



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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 # 585041
Class Land
Property Type Undeveloped Acreage
County Butler
Area B22 - El Dorado
Address 301 N Northern St
Address 2
City El Dorado
State KS
Zip 67042
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 2



GENERAL

List Agent - Agent Name and Phone	BRADEN MCCURDY - OFF: 316-683-0612	Realtor.com Y/N	Yes
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-867-3600	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	800-301-2055	Sub-Agent Comm	0
Zoning Usage	Single Family	Buyer-Broker Comm	3
Parcel ID	20015-008-212-04-0-00-38-002.00-0	Transact Broker Comm	3
Number of Acres	0.22	Variable Comm	Non-Variable
Price Per Acre		Virtual Tour Y/N	
Lot Size/SqFt	9963		
School District	Circle School District (USD 375)		
Elementary School	Circle Greenwich		
Middle School	Circle		
High School	Circle		
Subdivision	PRAIRIE LAND ESTATES		
Legal	PRAIRIE LAND EST 2ND ADD, S04, T26,R05E, BLOCK 3, LOT 1		

DIRECTIONS

Directions (El Dorado) W Central & 254 - East to School Rd, North to Western St, West to Northern, South to home.

FEATURES

SHAPE / LOCATION	IMPROVEMENTS	SALE OPTIONS	LOCKBOX
Irregular	None	None	None
TOPOGRAPHIC	OUTBUILDINGS	EXISTING FINANCING	AGENT TYPE
Level	None	Other/See Remarks	Designated Sell Agent
PRESENT USAGE	MISCELLANEOUS FEATURES	PROPOSED FINANCING	OWNERSHIP
None/Vacant	None	Other/See Remarks	Individual
ROAD FRONTAGE	DOCUMENTS ON FILE	POSSESSION	TYPE OF LISTING
Paved	Aerial Photos	At Closing	Excl Right w/o Reserve
UTILITIES AVAILABLE	FLOOD INSURANCE	SHOWING INSTRUCTIONS	BUILDER OPTIONS
Other/See Remarks	Unknown	Call Showing #	Open Builder

FINANCIAL

Assumable Y/N	No
General Taxes	\$277.76
General Tax Year	2019
Yearly Specials	\$1,763.10
Total Specials	\$14,353.91
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Security 1st Title

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: September 21st at 5:00 pm (cst) | BIDDING CLOSES: Thursday, September 24th Starting at 2:00 pm (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property preview available. ONLINE BIDDING IS AVAILABLE THROUGH SELLER AGENT'S WEBSITE. CLEAR TITLE AT CLOSING, NO BACK TAXES. ONLINE ONLY BIDDING, COMMERCIAL MULTI-PROPERTY AUCTION! All properties selling with clear title at closing and no back taxes. Property available for preview Friday, September 18th, 12PM-3PM Vacant lot measuring .22 +/- acres. Ready to build your home today! Vacant residential lot .22 +/- acres Zoned R-1 Residential Paved street Surrounded by newer built homes Circle school district Close to several stores and restaurants The 9 +/- acre lot to the east is also being auctioned separately on the same dates. *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 \$1,000.

AUCTION

Type of Auction Sale	Absolute	1 - Open for Preview	Yes
Method of Auction	Online Only	1 - Open/Preview Date	9/18/2020
Auction Location	www.mccurdyauction.com	1 - Open Start Time	12:00 PM
Auction Offering	Real Estate Only	1 - Open End Time	3:00 PM
Auction Date	9/21/2020	2 - Open for Preview	
Auction Start Time	5:00 PM	2 - Open/Preview Date	
Broker Registration Req	Yes	2 - Open Start Time	
Broker Reg Deadline	09/23/2020 @ 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 %/\$	1,000.00	3 - Open End Time	

TERMS OF SALE

Terms of Sale

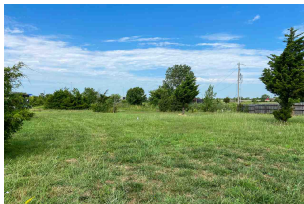
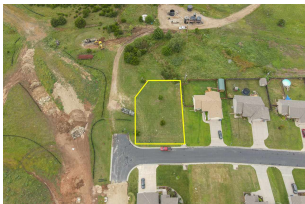
PERSONAL PROPERTY

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: 0 SW Boyer & 0 W. 3rd St. - El Dorado, KS 67042

DOES THE PROPERTY HAVE A WELL? YES _____ NO X

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

Location of Well: _____

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

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____


Owner _____ Managing Member
Authentisign
Billie E. Kirkhart, Member
7/17/2020 4:56:35 PM CDT
Owner

7-16-20
Date
07/17/2020
Date



Security 1st Title

File #:

Property Address:

301 N. Northern St., 0 SW Boyer & 0

El Dorado, KS 67042

W. 3rd St.

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

Authenti

Billie E. Kinkhart, Member

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>

RTN: City of El Dorado
P.O. Box 792
El Dorado, KS 67042

BUTLER COUNTY, KS
- MARCIA MCCOY -
REGISTER OF DEEDS
Book: 2009 Page: 860
Receipt #: 46799 Total Fees: \$16.00
Pages Recorded: 3
Date Recorded: 4/16/2008 3:13:07 PM

DEVELOPMENT AGREEMENT

TO: THE GOVERNING BODY OF THE CITY OF EL DORADO, KANSAS:



We, the undersigned being owners of record of real property liable for assessment for the following proposed improvements:

To improve by curbing, guttering and paving together with storm sewers and drainage incidental thereto, the following streets:

- a) **THIRD AVENUE** – from the east line of Prairie Land Estates First Addition to the west line of Prairie Land Estates 2nd Addition.

From this time, forever more, do hereby grant, convey and warrant to the City of El Dorado, Kansas, a municipal corporation, its successors and assigns, authority to Initiate Street Improvements for a Standard Street, either by Petition from owners of a defined Benefit District, or by the Governing Body itself, for the purposes of paving Third Avenue, described above, without Protest, provided the assessment to Prairie Land Estates Second Addition does not exceed half the cost of Street Improvement for the street described above, EXCLUSIVE of standard intersections, drainage facilities and driveways. Street Improvements will be in such City over and across the following described real estate in Butler County, Kansas, to-wit:

A "Tract" all in the Prairie Land 2nd Addition to the City of El Dorado, Butler County, Kansas

And hereby propose that such improvements be made in the manner provided by this Development Agreement as follows:

1. The proposed method of assessment is - the total cost of improving the above named streets, exclusive of standard intersections, drainage facilities, and driveways shall be assessed by the square foot method. In addition, driveways shall be assessed to the properties they benefit.
2. The proposed apportionment of the total cost of said improvements between the Improvement District and the City at Large shall be as follows:
 - (i) The Improvement District shall pay for that portion of the total estimated cost for making the proposed improvement, other than the cost of the squares or areas formed by standard intersections of streets and alleys and other than the cost of storm drainage.
 - (ii) The City at Large shall bear and pay for that portion of the improvement represented by the cost of the squares or areas formed by standard intersections of streets and alleys and the cost of storm drainage. The City at

REC
COMP
NUM

Large portion cannot exceed 95 percent of the total estimate cost of the improvements.

A Standard Street shall be defined as a street constructed in a manner that meets the City Engineer's definition at the time the project is Petitioned or Initiated. Pavement Depths, Construction Methods or Construction Materials may change over the years; therefore, the Standard Street as defined by the City Engineer can change with the times.

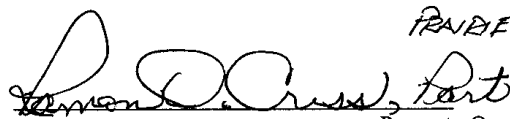
Petitioned Street Improvements shall be defined as a project presented to the Governing Body from owners included in the Benefit District. The area defined as "Tract" above shall be considered in favor of the project and shall be counted as such without consent of the owners of the real property at the time the Petition is presented to the Governing Body.

Initiation of Street Improvements shall include initiation of a project by a Petition or by the Governing Body as allowed by Kansas Laws; however, the undersigned understands the reason for this agreement, to disallow any protest as defined by Kansas Law. If the Governing Body Initiates the paving of Third Avenue, by any method, one hundred percent (100%) of the defined "Tract" above will be considered in favor of the project; therefore, property owners owing said "Tracts" will not be allowed to Protest against the project, under any circumstances.

The Governing Body may void this agreement by majority vote.

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns, so long as the same shall be in use by grantee for such purposes.

Executed this 2nd day of April, 2008.



Property Owner's Signature

PAIDIE LAUD ESTATES


Property Owner's Printed Name

Property Owner's Signature



PRELIMINARY TITLE SEARCH REPORT

Prepared By:
Security 1st Title
114 E. Central Ave.
El Dorado, KS 67042
Phone: (316) 322-8164
Fax: (316) 322-9825

Contact: **Judy Cachard**
Email: jcachard@security1st.com

Prepared Exclusively For:
McCurdy Auction, LLC
12041 E. 13th St. N
Wichita, KS 67206
Phone: 316-683-0612
Fax: 316-683-8822

Contact: **Kimberly Clare**
Email: kclare@mccurdyauction.com;
sfrost@mccurdyauction.com;
joxborrow@mccurdyauction.com;

Report No: **2386856**

Report Effective Date: **August 7, 2020, at 7:30 a.m.**

Property Address: **301 N. Northern St, El Dorado, KS 67042**

This Title Search Report is NOT a commitment to insure and is not to be construed as an Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the specific benefit of **McCurdy Auction, LLC**, and as such should not be relied upon by any other party for any Real Estate Transaction. Any and all loss or damage that may occur by reason of any errors and omissions in this Company's Report is limited to \$1,000.00 and the fee it received for the preparation and issuance of this report, if any.

1. **Fee Simple** interest in the Land described in this Report is owned, at the Report Effective Date, by

[Kirkhart Investments, LLC](#)

2. The Land referred to in this Report is described as follows:

Lot 1, Block 3, PRAIRIE LAND ESTATES SECOND ADDITION, El Dorado, Butler County, Kansas.

3. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:
 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Any questions regarding this report should be directed to: **Judy Cachard**

Phone: **316-322-8164**, Email: **jcachard@security1st.com**

2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **We have a copy of the Articles of Organization, dated June 8, 2016, of Kirkhart Investments, LLC, a Kansas Limited Liability Company. We must be furnished with a copy of any amendments to said documents. We reserve the right to make any additional requirements we deem necessary.**
6. **Any instrument to be executed by the limited liability company must:**
 - a. Be executed in the limited liability company's name, and
 - b. Be signed by Joshua R. Kirkhart and Billie E. Kirkhart, Members.
7. **File a Warranty Deed from Kirkhart Investments, LLC, a Kansas Limited Liability Company, to the buyer.**
8. **Provide this Company with a properly completed and executed Owner's Affidavit.**
9. **The application for title insurance does not give the name of the prospective purchaser. We reserve the right to make any additional requirements we deem necessary when such name is ascertained.**
10. **Recording Fees and Information for Kansas Counties:**

Deed:	\$21.00 (first page) + \$17.00 (each additional page)
Mortgage:	\$21.00 (first page) + \$17.00 (each additional page)
Mortgage Release:	\$20.00 (first page) + \$4.00 (each additional page)
Mortgage Assignment:	\$20.00 (first page) + \$4.00 (each additional page)

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

(NOTE: Beginning January 1, 2019, Mortgage Registration Tax is no longer required in the State of Kansas.)



Any questions regarding this report should be directed to: **Judy Cachard**
Phone: **316-322-8164**, Email: **jcachard@security1st.com**

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

NOTE: For documents electronically recorded, there is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.

11.

4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any other matters that may arise after the date of this report:
 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
 2. Rights or claims of parties in possession not shown by the Public Records
 3. Easements, or claims of easements, not shown by the Public Records
 4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land
 5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
 6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records
 7. The lien of the General Taxes for the year **2020**, and thereafter.
 8. **General taxes and special assessments for the fiscal year 2019 in the original**



Security 1st Title

Any questions regarding this report should be directed to: **Judy Cachard**
Phone: **316-322-8164**, Email: jcachard@security1st.com

amount of \$2,040.86.

First Installment: \$1,020.43, PAID

Second Installment: \$1,020.43, PAID

Property I.D. # [008-5489056](#)

PIN #008-5489056

9. The following matters which are shown on or disclosed by the recorded [plat](#) referred to in the legal description: utility easements and building setbacks.
10. The terms and provisions contained in the document entitled "Developer's Agreement" filed as Book [2009, Page 860](#).
11. Covenants and restrictions contained in/on Book [2011, Page 2701](#).
12. Subject property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of Certificates and Resolutions contained in/on Book [2009, Page 8382](#) and Book [2009, Page 9059](#).

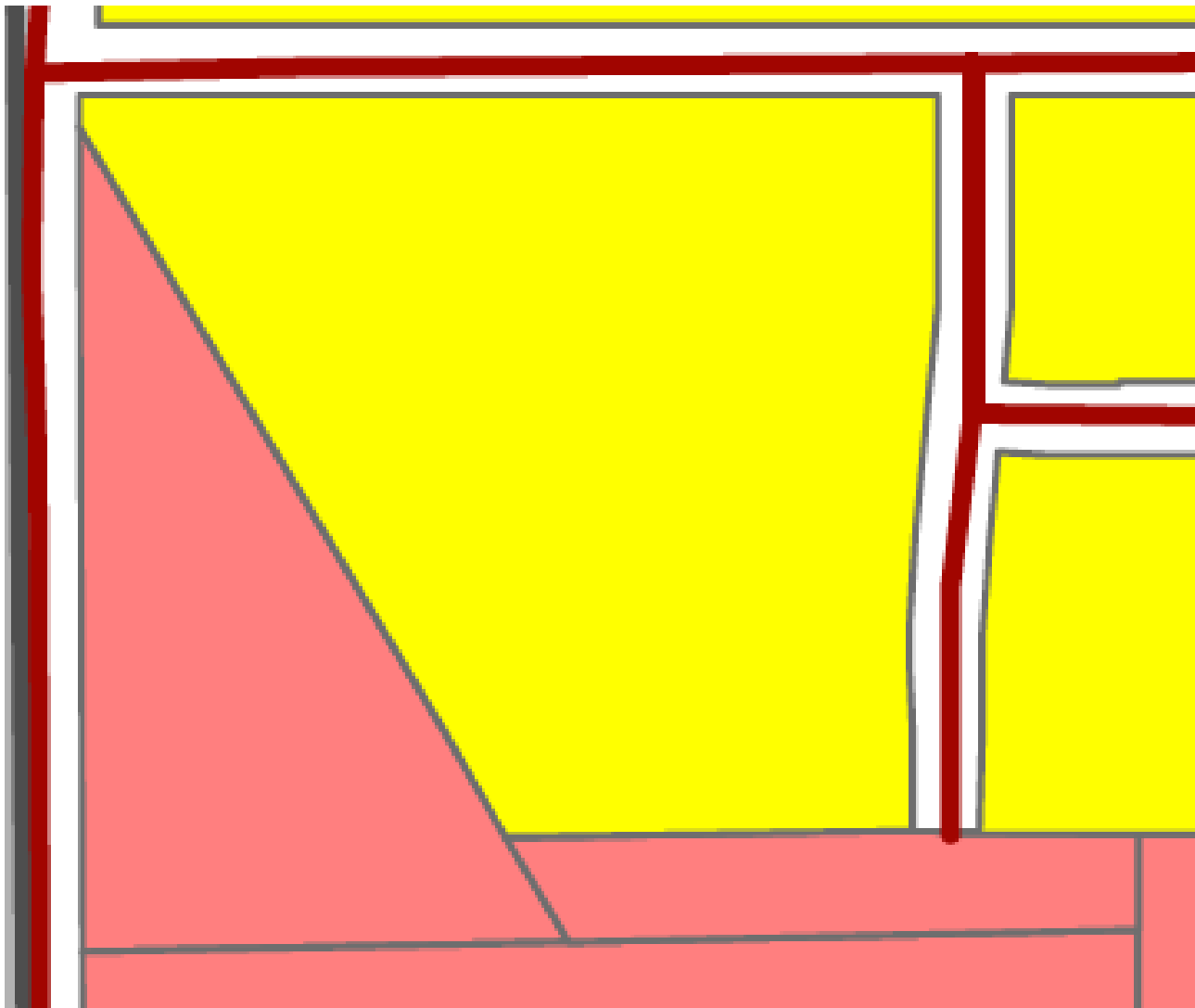
Dated: **August 7, 2020, at 7:30 a.m.**

SECURITY 1ST TITLE

By: _____

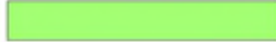
LICENSED ABSTRACTER

301 N. Northern St. - El Dorado, KS
Zoning : R-1 Residential



Legend

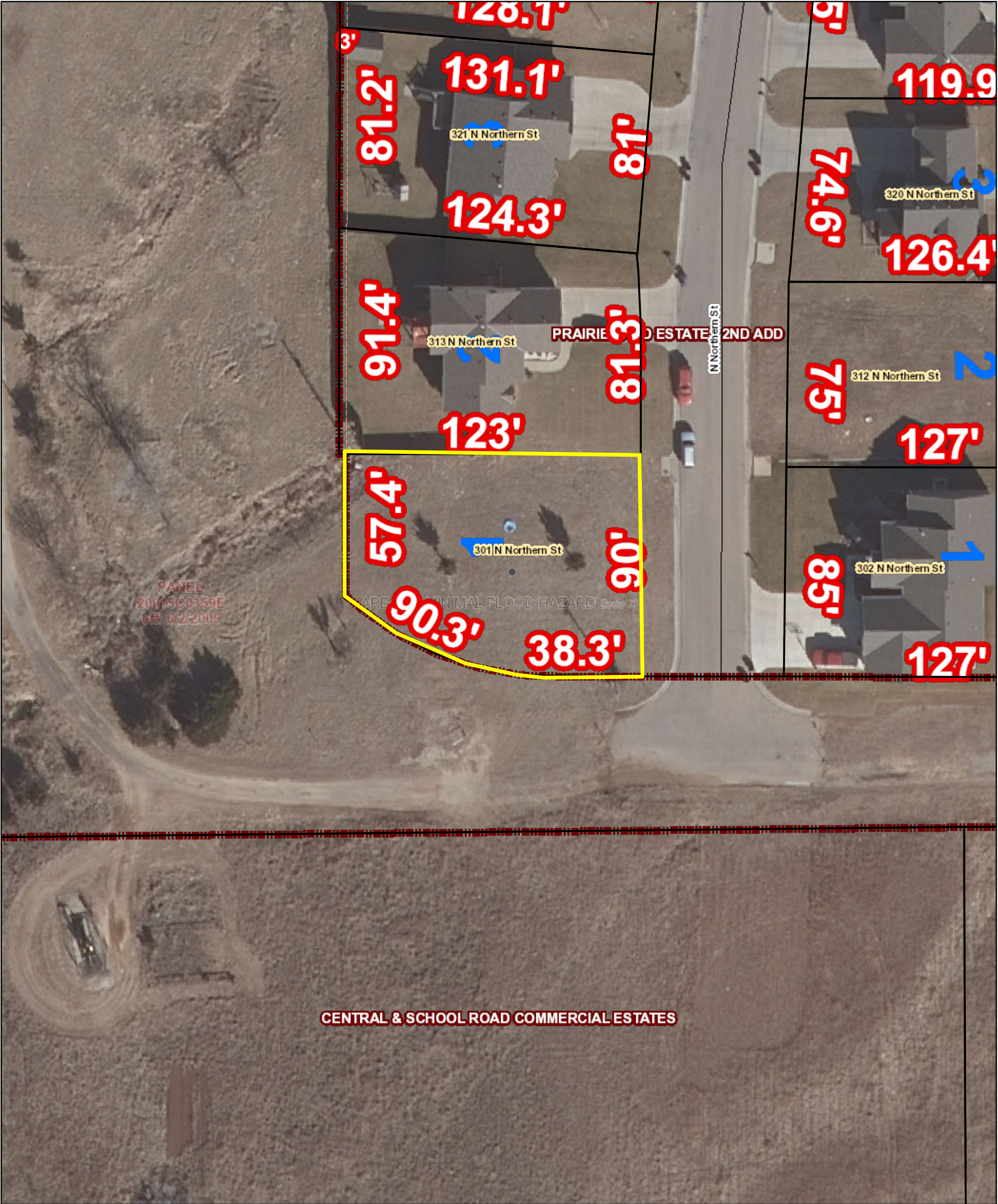
Zoning 2016

	A-R
	C-1
	C-2
	I-1
	I-2
	M-P
	O-1
	R-1
	R-2
	R-3
	R-S



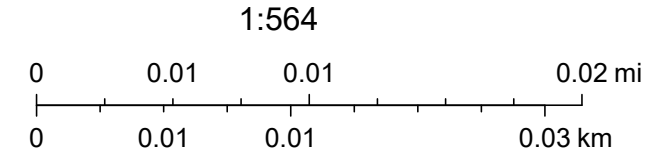
Updated 4/13/2016

301 N. Northern St - El Dorado, KS | Flood Map Zone X: Area of Minimal Hazard



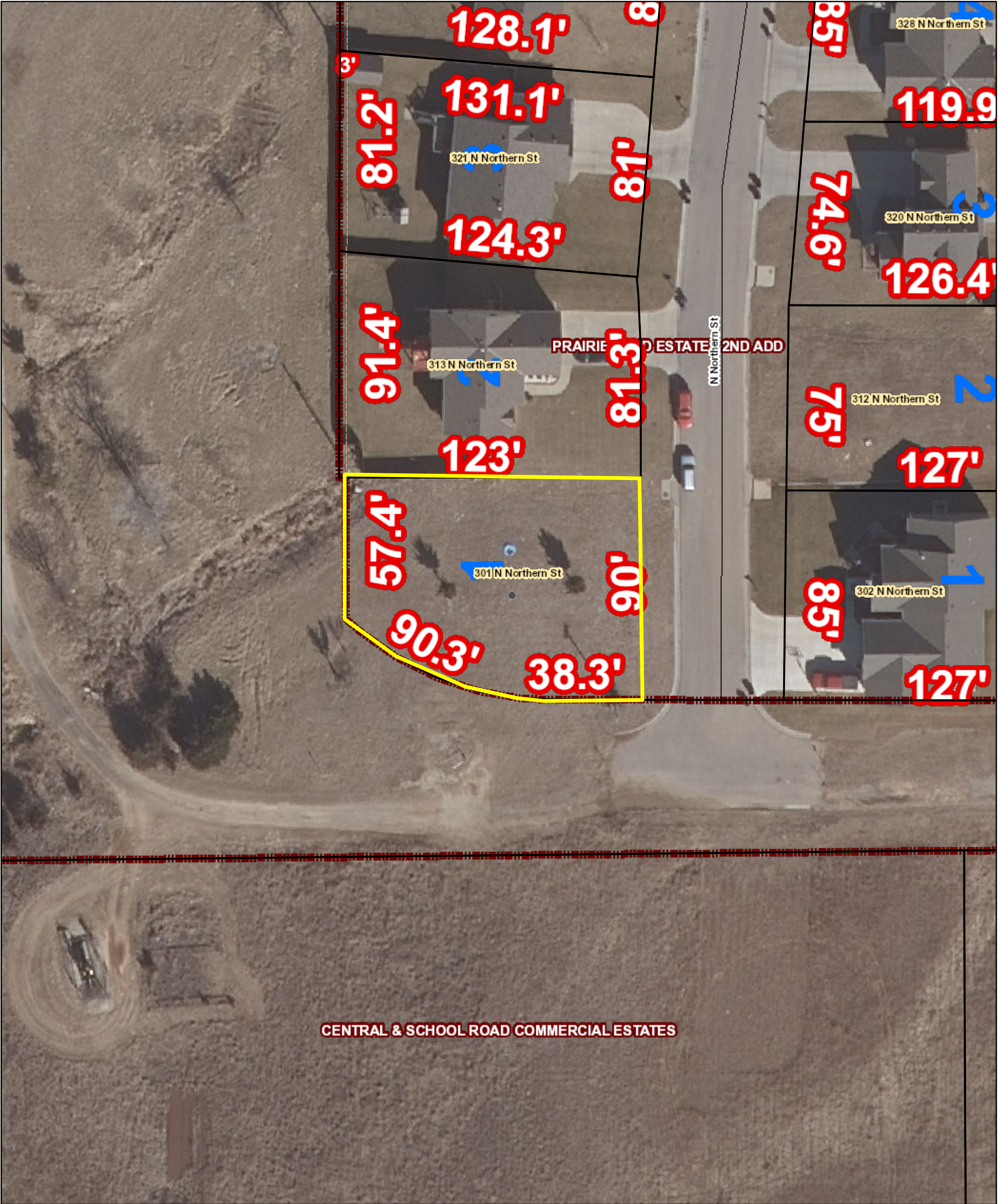
8/11/2020, 3:42:43 PM

- | | | |
|----------------------|-----------------|---------------------------------|
| Parcel Data | COUNTY GRAVEL | US HWY |
| BLDG_LL | KANSAS TURNPIKE | Lot_Lines |
| Municipal Boundaries | PAPER | Contiguous Lot and Parcel Lines |
| AddressPoints | PRIVATE | Contiguous Parcel Lines |
| RoadCenterline | STATE HWY | Lot and Parcel Lines |
| CITY | TOWNSHIP | Lot Lines |
| COUNTY ASPHALT | | |



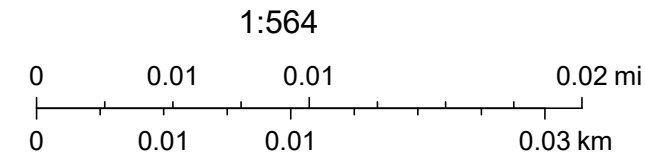
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

301 N. Northern St - El Dorado, KS | Aerial Map



8/11/2020, 3:44:11 PM

- | | | |
|----------------------|-----------------|---------------------------------|
| Parcel Data | COUNTY GRAVEL | US HWY |
| BLDG_LL | KANSAS TURNPIKE | Lot_Lines |
| Municipal Boundaries | PAPER | Contiguous Lot and Parcel Lines |
| AddressPoints | PRIVATE | Contiguous Parcel Lines |
| RoadCenterline | STATE HWY | Lot and Parcel Lines |
| CITY | TOWNSHIP | Lot Lines |
| COUNTY ASPHALT | | |



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



TERMS AND CONDITIONS

Thank you for participating in today's auction. The auction will be conducted by McCurdy Auction, LLC ("McCurdy") on behalf of the owner of the real estate (the "Seller"). The real estate offered for sale at auction (the "Real Estate") is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy.

1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and the Contract for Purchase and Sale.
2. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from Seller or McCurdy, including, but not limited to, the following: the condition of the Real Estate; the Real Estate's suitability for any or all activities or uses; the Real Estate's compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has been provided an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder's own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.
3. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate.
4. There will be a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.
5. The Real Estate is not offered contingent upon financing.
6. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of cash, check, or immediately available, certified funds and in the amount set forth by McCurdy. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by Seller and Bidder. Contracts will be written in the name used to create the online bidding account unless other arrangements are made with McCurdy prior to the auction.
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 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.
12. Bidder authorizes McCurdy to 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 Real Estate. 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 Real Estate, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.
16. McCurdy has the right to establish all bidding increments in a commercially reasonable manner.
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.
23. When creating an online bidding account, Bidder must provide complete and accurate information. Bidder is solely responsible for maintaining the confidentiality and security of their online bidding account and accepts full responsibility for any use of their online bidding account. In the event that Bidder believes that their online bidder account has been compromised, Bidder must immediately inform McCurdy at info@mccurdyauction.com.
24. Bids submitted using the online bidding platform cannot be retracted. Bidder uses the online bidding platform at Bidder's sole risk. McCurdy is not responsible for any errors or omissions relating to the submission or acceptance of online bids. McCurdy makes no representations or warranties as to the online bidding platform's uninterrupted function or availability and makes no representations or warranties as to the online bidding platform's compatibility or functionality with Bidder's hardware or software. Neither McCurdy or any individual or entity involved in creating or maintaining the online bidding platform will be liable for any damages arising out of Bidder's use or attempted use of the online bidding platform, including, but not limited to, damages arising out of the failure, interruption, unavailability, or delay in operation of the online bidding platform.
25. The ability to "pre-bid" or to leave a maximum bid prior to the start of the auction is a feature offered solely for Bidder's convenience and should not be construed as a call for bids or as otherwise beginning the auction of any particular lot. Pre-bids will be held by McCurdy until the auction is initiated and will not be deemed submitted or accepted by McCurdy until the auction of the particular lot is formally initiated by McCurdy.
26. In the event of issues relating to the availability or functionality of the online bidding platform during the auction, McCurdy may, in its sole discretion, elect to extend the scheduled closing time of the auction.
27. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set out in paragraph 6 of these Terms and Conditions by 12:00 p.m. (CST) on the business day following the auction, then Bidder will be in breach of these Terms and Conditions and McCurdy may attempt to resell the Real Estate to other potential buyers. Regardless of whether McCurdy is able to successfully resell the Real Estate to another buyer, Bidder will remain liable to Seller for any damages resulting from Bidder's failure to comply with these Terms and Conditions.
28. Bidder may not use the online bidding platform in any manner that is a violation of these Terms and Conditions or applicable law, or in any way that is designed to damage, disable, overburden, compromise, or impair the function of the online bidding platform, the auction itself, or any other party's use or enjoyment of the online bidding platform.

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*)

