

PROPERTY INFORMATION PACKET | THE DETAILS



13700 E. 37th St. N. | Wichita, KS 67228

AUCTION: BIDDING OPENS: Tues, March 16th @ 2:00 PM

BIDDING CLOSES: Thurs, March 25th @ 2:10 PM

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



McCurdy
AUCTION LLC
REAL ESTATE SPECIALISTS

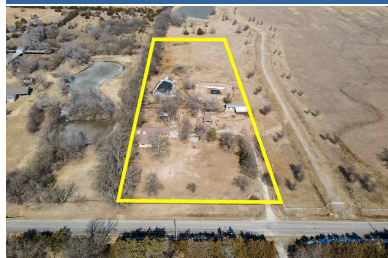


Table of Contents

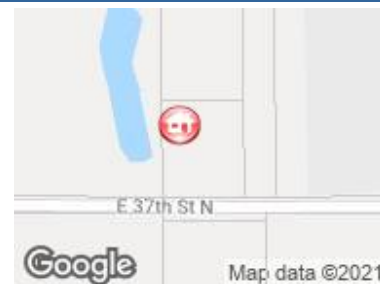
- PROPERTY DETAIL PAGE
- LEAD-BASED PAINT DISCLOSURE
- WATER WELL ORDINANCE
- GROUNDWATER ADDENDUM
- SECURITY 1ST TITLE WIRE FRAUD ALERT
- ZONING MAP
- FLOOD ZONE MAP
- AERIAL MAP
- TERMS AND CONDITIONS
- GUIDE TO AUCTION COSTS

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 2



MLS # 592678
Status Active
Contingency Reason
Area 801 - NE Suburban SG
Address 13700 E 37TH ST N
Address 2
City Wichita
Zip 67228
Asking Price \$0
Original Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms	3	Approx. AGLA	1674
Total Bedrooms	3.00	AGLA Source	Court House
AG Full Baths	2	Approx. BFA	450.00
AG Half Baths	1	BFA Source	Measured
Total Full Baths	2	Approx. TFLA	2,124
Total Half Baths	1	Lot Size/SqFt	210395
Total Baths	3	Number of Acres	4.83
Old Total Baths			
Garage Size	2		
Basement	Yes - Partially Finished		
Levels	One Story		
Approximate Age	51 - 80 Years		
Acreage	1.01 - 5 Acres		

GENERAL

List Agent - Agent Name and Phone	BRADEN MCCURDY - OFF: 316-683-0612	List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-867-3600
Co-List Agent - Agent Name and Phone		Co-List Office - Office Name and Phone	
Showing Phone	1-800-301-2055	Model Home Phone	
Year Built	1963	Builder	
Est. Completion Date		Building Permit Date	
Parcel ID	20173-107-26-0-43-00-001.00	School District	Andover School District (USD 385)
Elementary School	Wheatland	Middle School	Andover
High School	Andover	Subdivision	NONE LISTED ON TAX RECORD
Legal	BEG SW COR SE1/4 N 335.08 FT E 260 FT S 335.08 FT W 260 FT TO BEG SEC 26-26-2E	Realtor.com Y/N	Yes
Display on Public Websites	Yes	Display Address	Yes
VOW: Allow AVM	Yes	VOW: Allow 3rd Party Comm	Yes
Sub-Agent Comm	0	Buyer-Broker Comm	3
Transact Broker Comm	3	Variable Comm	Non-Variable
Virtual Tour Y/N		Days On Market	43
HotSheet Date	2/26/2021	Price Date	2/26/2021

ROOMS

Master Bedroom Level	Main	Master Bedroom Dimensions	12 x 14
Master Bedroom Flooring	Carpet	Living Room Level	Main
Living Room Dimensions	15.6 x 16.8	Living Room Flooring	Carpet
Kitchen Level	Main	Kitchen Dimensions	13.1 x 10.8
Kitchen Flooring	Tile	Room 1 Type	
Room 2 Type		Room 3 Type	
Room 4 Level	Main	Room 4 Type	Bedroom
Room 4 Dimensions	13.8 x 11.5	Room 4 Flooring	Carpet
Room 5 Level	Main	Room 5 Type	Bedroom
Room 5 Dimensions	13.3 x 10.6	Room 5 Flooring	Carpet
Room 6 Level	Main	Room 6 Type	Dining Room
Room 6 Dimensions	15 x 13.1	Room 6 Flooring	Carpet
Room 7 Level	Basement	Room 7 Type	Family Room
Room 7 Dimensions	25.6 x 17.6	Room 7 Flooring	Carpet
Room 8 Level		Room 8 Type	
Room 8 Dimensions		Room 8 Flooring	

ROOMS

Room 9 Level
Room 9 Dimensions
Room 10 Level
Room 10 Dimensions
Room 11 Level
Room 11 Dimensions
Room 12 Level
Room 12 Dimensions

Room 9 Type
Room 9 Flooring
Room 10 Type
Room 10 Flooring
Room 11 Type
Room 11 Flooring
Room 12 Type
Room 12 Flooring

DIRECTIONS

Directions E. 37th St. N. & N. 127th St. E. - East to Property.

FEATURES

ARCHITECTURE

Ranch

EXTERIOR CONSTRUCTION

Masonry-Brick

ROOF

Composition

LOT DESCRIPTION

Pond/Lake

Standard

FRONTAGE

Unpaved Frontage

EXTERIOR AMENITIES

Patio

Covered Patio

Fence-Chain

Fence-Wrought Iron/Alum

Fence-Other/See Remarks

Guttering

RV Parking

Security Light

Storage Building(s)

Storm Windows/Ins Glass

Outbuildings

GARAGE

Attached

FINANCIAL

Assumable Y/N	No
Currently Rented Y/N	No
Rental Amount	
General Property Taxes	\$2,450.05
General Tax Year	2020
Yearly Specials	\$7.80
Total Specials	\$7.80

FLOOD INSURANCE

Unknown

UTILITIES

Septic

Lagoon

Propane Gas

Rural Water

BASEMENT / FOUNDATION

Partial

Std Bsmt Window no-egress

BASEMENT FINISH

Bsmt Rec/Family Room

Bsmt Wet Bar

COOLING

Central

Electric

HEATING

Forced Air

Gas

DINING AREA

Eating Space in Kitchen

Living/Dining Combo

FIREPLACE

Two

Living Room

Family Room

Woodburning

Wood Stove

KITCHEN FEATURES

Pantry

Range Hood

Electric Hookup

APPLIANCES

Dishwasher

Disposal

Range/Oven

MASTER BEDROOM

Master Bdrm on Main Level

Master Bedroom Bath

Shower/Master Bedroom

LAUNDRY

Basement

220-Electric

INTERIOR AMENITIES

Ceiling Fan(s)

Fireplace Doors/Screens

Window Coverings-All

POSSESSION

At Closing

PROPOSED FINANCING

Other/See Remarks

WARRANTY

No Warranty Provided

OWNERSHIP

Individual

PROPERTY CONDITION REPORT

No

DOCUMENTS ON FILE

Ground Water

Lead Paint

SHOWING INSTRUCTIONS

Appt Req-Call Showing #

LOCKBOX

SCKMLS

TYPE OF LISTING

Excl Right w/o Reserve

AGENT TYPE

Sellers Agent

MARKETING REMARKS

Marketing Remarks This property is offered by Braden McCurdy with McCurdy Auction, LLC. Office: 316-867-3600 Email: bmccurdy@mccurdyauction.com. Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | BIDDING OPENS: Tuesday, March 16th, 2021 at 2:00 PM (cst) | BIDDING CLOSES: Thursday, March 25th 2021 at 2:00 PM) (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES ONLINE ONLY!!! LOCATION, LOCATION, LOCATION!!! Great opportunity to purchase a home with acreage in Sedgwick County and in the desirable Andover School District! This property sits on 4.83 +/- acres off 37th Street near N. 143rd, just minutes from the Wichita and Andover amenities. The all brick home features an attached two-car garage with a half bathroom, covered front porch, and a backyard porch with access into the home. As you walk into the home you will see the open floor plan with the living/dining room combination with a fireplace, built-in bookshelves, outside access, and kitchen access. The huge kitchen has tile flooring, walls of cabinetry, a built-in cutting board, and a built-in eating bar. Appliances include the dishwasher, double wall ovens, and cooktop. The master bedroom has an ensuite with a walk-in shower with a built-in bench. There are two additional bedrooms and a full bathroom with a tub/shower combination. Head on downstairs to the partially finished basement with a rec/family room, wet bar, fireplace, laundry hookups, and a bonus room. The basement also has a concrete reinforced storm room! The features continue with the 49 x 12 outbuilding, two storage sheds, and a pond! Per the sellers, the lagoon and dual septic tanks are approximately eight years old. The high-efficiency heat and air is approximately 11 years old. Seller has lived in the home for nearly 50 years! \$25,000 anticipates closing on or before 30 days from the date of sale. A 45 day of purchaser with deposit of \$35,000 in earnest money at the time of contracting. | Seller is a licensed real estate salesperson or broker in the state of Kansas. Per seller, County Records for finished living area do not reflect entire finished living space. Basement finished living area provided is measured and approximate. SEE TERMS OF SALE

AUCTION

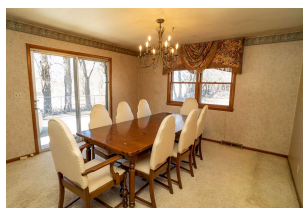
Type of Auction Sale	Reserve
Method of Auction	Online Only
Auction Location	www.mccurdyauction.com
Auction Offering	Real Estate Only
Auction Date	3/16/2021
Auction Start Time	2:00 PM
Broker Registration Req	Yes
Buyer Premium Y/N	Yes
Premium Amount	0.10
Earnest Money Y/N	Yes
Earnest Amount %/\$	25,000.00

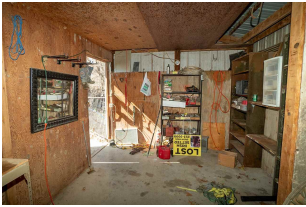
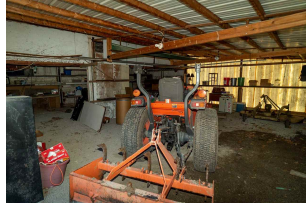
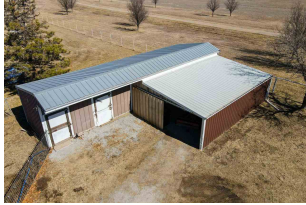
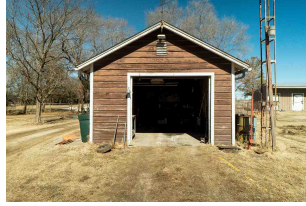
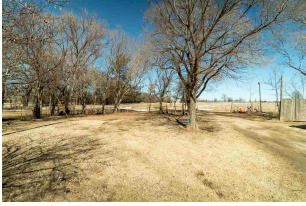
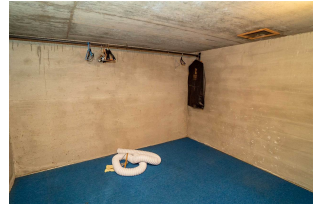
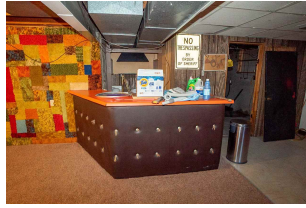
1 - Open for Preview
1 - Open/Preview Date
1 - Open Start Time
1 - Open End Time

TERMS OF SALE

Terms of Sale *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. Property available to preview by 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 of \$25,000 for a 30 day closing or \$35,000 for a 45 day closing.

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.

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

Property Address 13700 E. 37th St. N. & Additional Lot - Wichita, KS 67228

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*):

EW PC

Seller has no knowledge of lead-based paint and/or lead based paint hazards in the housing; **or**

EW

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*):

EW PC

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)

BLM

(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

Buyer

Date

Seller

Date

Buyer

Date

Agent/Licensee

Date

Agent/Licensee

Date

5/03

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

Form # 2534

**Instant
forms**



WATER WELL INSPECTION REQUIREMENTS City of Wichita

Property Address: 13700 E. 37th St. N. & Additional Lot - Wichita, KS 67228

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

DOES THE PROPERTY HAVE A WELL? YES ☒ NO ☐

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

Location of Well: _____

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

If yes, what type? Septic ☒ Lagoon ☒

Location of Lagoon/Septic Access: North + East of Home

Patsy J. Cox
Owner

1-24-21
Date

Engin D. Cox
Owner

1-24-21
Date

ADDENDUM _____
(Groundwater)

THIS ADDENDUM to Contract for Sale and Purchase of Real Estate between and among the undersigned is entered into effective on the last date set forth below.

Groundwater contamination has been detected in several areas in and around Sedgwick County. Licensees do not have any expertise in evaluating environmental conditions.

The parties are proposing the sale and purchase of certain property, commonly known as:
13700 E. 37th St. N. & Additional Lot - Wichita, KS 67228

The parties are advised to obtain expert advice in regard to any environmental concerns.

SELLER'S DISCLOSURE (please complete both a and b below)

(a) Presence of groundwater contamination or other environmental concerns **(initial one)**:

SPC Seller has no knowledge of groundwater contamination or other environmental concerns; or
_____ Known groundwater contamination or other environmental concerns are:

(b) Records and reports in possession of Seller **(initial one)**:

SPC Seller has no reports or records pertaining to groundwater contamination or other environmental concerns; or
_____ Seller has provided the Buyer with all available records and reports pertaining to groundwater contamination or other environmental concerns (list document below):

BUYER'S ACKNOWLEDGMENT (please complete c below)

(c) _____ Buyer has received copies of all information, if any, listed above. **(initial)**

CERTIFICATION

Seller certifies, to the best of Seller's knowledge, that the information Seller has provided is true and accurate, and that Buyer and all licensees involved are relying on Seller's information. Buyer certifies that Buyer has reviewed Seller's responses and any records and reports furnished by Seller.

<u>Patsy J. Cote</u>	<u>1-24-21</u>
Seller	Date
<u>Eugen N. Ly</u>	<u>1-24-21</u>
Seller	Date

_____	_____
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.



Security 1st Title

File #:

Property Address:

13700 E. 37th St. N. & Additional
Wichita, KS 67228

Lot

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.

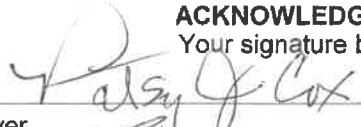
*****Closing funds in the form of ACH Electronic Transfers will NOT be accepted*****

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 

Seller 
Buyer 

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>

13600

RURAL
RESIDENTIAL

13700

37TH STN

RURAL
RESIDENTIAL

FLDWY RES F 815 P 823



Geographic Information Services
Sedgwick County...
working for you

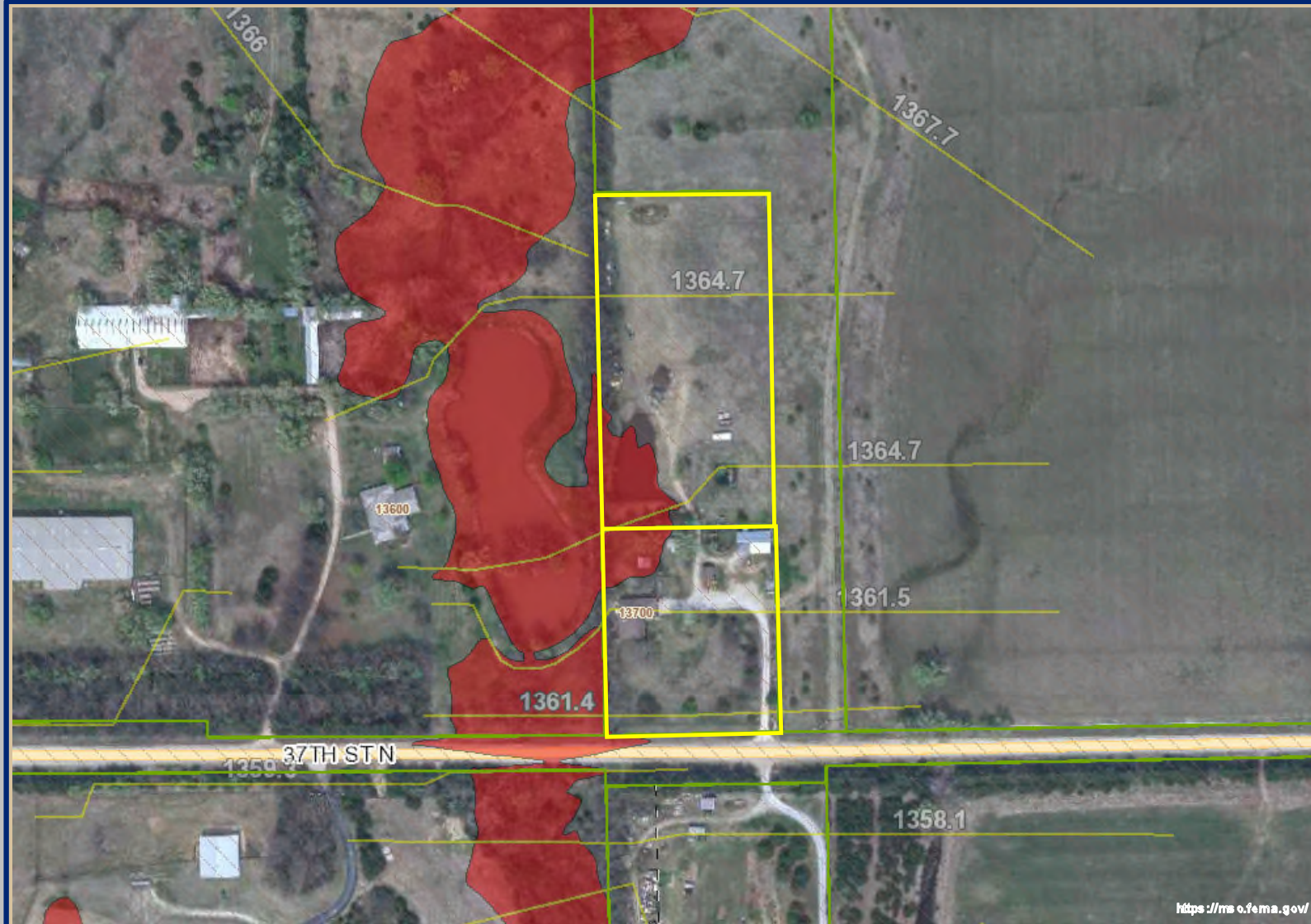
13700 E. 37th St. N. & Add Lot
Wichita, KS 67228 - Zoning
Rural Residential

Exported: 10/6/2020 at 9:28 AM



0 0.0175 0.035
mi
1 inch = 188 feet

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map. The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.
© 2020 Sedgwick County Kansas Government.
All rights reserved.



Legend

Flood Plain

Base Flood Approximate

--

Base Flood Elevations

—

0.2 Pct Annual Chance

0.2 PCT Annual Chance Flood Hazard

A

A

AE

AE,

AE, FLOODWAY

AE, FLOODWAY

AH

AH

AO

AO

X - Area of Special Consideration

X AREA OF SPECIAL CONSIDERATION

X

X,

Area Not Included



Geographic Information Services
Sedgwick County...
working for you

13700 E. 37th St. N. & Add Lot Wichita, KS 67228 - Aerial

Exported: 10/6/2020 at 9:26 AM



0 0.0175 0.035
mi
1 inch = 188 feet

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map. The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.
© 2020 Sedgwick County Kansas Government.
All rights reserved.

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*)

