

# PROPERTY INFORMATION PACKET | THE DETAILS



**4385 NE 10<sup>th</sup> | Kingman, KS 67068**

AUCTION: BIDDING OPENS: Thurs, June 17<sup>th</sup> @ 2:00 PM  
BIDDING CLOSES: Thurs, July 8<sup>th</sup> @ 2:15 PM

12041 E. 13th St. N., Wichita, KS, 67206  
316.867.3600 • 800.544.4489  
[www.McCurdyAuction.com](http://www.McCurdyAuction.com)



**McCurdy**  
AUCTION L.L.C.  
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.

## ALL FIELDS CUSTOMIZABLE



**MLS #** 597601  
**Class** Land  
**Property Type** Undeveloped Acreage  
**County** Kingman  
**Area** KNG - Kingman County  
**Address** 4385 NE 10 St.  
**Address 2**  
**City** Kingman  
**State** KS  
**Zip** 67068  
**Status** Active  
**Contingency Reason**  
**Asking Price** \$0  
**For Sale/Auction/For Rent** Auction  
**Associated Document Count** 0



## GENERAL

|                                               |                                             |                                   |              |
|-----------------------------------------------|---------------------------------------------|-----------------------------------|--------------|
| <b>List Agent - Agent Name and Phone</b>      | Ty Patton                                   | <b>List Date</b>                  | 5/11/2021    |
| <b>List Office - Office Name and Phone</b>    | McCurdy Auction, LLC - OFF: 316-867-3600    | <b>Realtor.com Y/N</b>            | Yes          |
| <b>Co-List Agent - Agent Name and Phone</b>   |                                             | <b>Display on Public Websites</b> | Yes          |
| <b>Co-List Office - Office Name and Phone</b> |                                             | <b>Display Address</b>            | Yes          |
| <b>Showing Phone</b>                          | 1-800-301-2055                              | <b>VOW: Allow AVM</b>             | Yes          |
| <b>Zoning Usage</b>                           | Agriculture                                 | <b>VOW: Allow 3rd Party Comm</b>  | Yes          |
| <b>Parcel ID</b>                              | 04803-73600000001030                        | <b>Sub-Agent Comm</b>             | 0            |
| <b>Number of Acres</b>                        | 11.00                                       | <b>Buyer-Broker Comm</b>          | 3            |
| <b>Price Per Acre</b>                         |                                             | <b>Transact Broker Comm</b>       | 3            |
| <b>Lot Size/SqFt</b>                          | 479160                                      | <b>Variable Comm</b>              | Non-Variable |
| <b>School District</b>                        | Kingman - Norwich School District (USD 331) | <b>Virtual Tour Y/N</b>           |              |
| <b>Elementary School</b>                      | Kingman                                     |                                   |              |
| <b>Middle School</b>                          | Kingman                                     |                                   |              |
| <b>High School</b>                            | Kingman                                     |                                   |              |
| <b>Subdivision</b>                            | NONE                                        |                                   |              |
| <b>Legal</b>                                  |                                             |                                   |              |

## DIRECTIONS

**Directions** (Kingman) US HWY 400 & NE 40 Ave - South to NE 10 St., East to Property.

## FEATURES

|                                                                      |                                                      |                                                |                                                  |
|----------------------------------------------------------------------|------------------------------------------------------|------------------------------------------------|--------------------------------------------------|
| <b>SHAPE / LOCATION</b><br>Irregular                                 | <b>IMPROVEMENTS</b><br>None                          | <b>SALE OPTIONS</b><br>None                    | <b>AGENT TYPE</b><br>Sellers Agent               |
| <b>TOPOGRAPHIC</b><br>Stream/River<br>Wooded                         | <b>OUTBUILDINGS</b><br>Shop                          | <b>EXISTING FINANCING</b><br>Other/See Remarks | <b>OWNERSHIP</b><br>Individual                   |
| <b>PRESENT USAGE</b><br>None/Vacant                                  | <b>MISCELLANEOUS FEATURES</b><br>Other/See Remarks   | <b>PROPOSED FINANCING</b><br>Other/See Remarks | <b>TYPE OF LISTING</b><br>Excl Right w/o Reserve |
| <b>ROAD FRONTAGE</b><br>County                                       | <b>DOCUMENTS ON FILE</b><br>Sellers Prop. Disclosure | <b>POSSESSION</b><br>At Closing                | <b>BUILDER OPTIONS</b><br>Open Builder           |
| <b>UTILITIES AVAILABLE</b><br>Private Water<br>Septic Tank Installed | <b>FLOOD INSURANCE</b><br>Unknown                    | <b>SHOWING INSTRUCTIONS</b><br>Call Showing #  |                                                  |
|                                                                      |                                                      | <b>LOCKBOX</b><br>None                         |                                                  |

## FINANCIAL

|                                  |                    |
|----------------------------------|--------------------|
| <b>Assumable Y/N</b>             | No                 |
| <b>General Taxes</b>             | \$39.20            |
| <b>General Tax Year</b>          | 2020               |
| <b>Yearly Specials</b>           | \$0.00             |
| <b>Total Specials</b>            | \$0.00             |
| <b>HOA Y/N</b>                   | No                 |
| <b>Yearly HOA Dues</b>           |                    |
| <b>HOA Initiation Fee</b>        |                    |
| <b>Earnest \$ Deposited With</b> | Security 1st Title |

## MARKETING REMARKS

**Marketing Remarks** This property is offered by Ty Patton with McCurdy Auction, LLC. Office: 316-867-3600 Email: tpatoon@mccurdyauction.com. Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | BIDDING OPENS: Thursday, June 17th, 2021 at 2:00 PM (cst) | BIDDING CLOSES: Thursday, July 8th, 2021 at 2:15 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!!! Wonderful opportunity to purchase 11 +/- acres of land in Kingman County! This property could be used as a potential homesite or for recreational purposes. Located right off 10 Street with easy access to HWY 400 Only minutes from Kingman and 25 minutes from West Wichita Paved frontage Timber and creek Storage building Wildlife Zoned Agricultural \*Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or seller's agents was obtained from a variety of sources and neither seller nor seller's agents have made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount \$7,500.

## AUCTION

|                             |                       |                                |                        |
|-----------------------------|-----------------------|--------------------------------|------------------------|
| <b>Auction Date</b>         | 6/17/2021             | <b>Auction Location</b>        | www.mccurdyauction.com |
| <b>Auction Offering</b>     | Real Estate Only      | <b>Auction Start Time</b>      | 2:00 PM                |
| <b>1 - Open for Preview</b> |                       | <b>1 - Open End Time</b>       |                        |
| <b>Broker Reg Deadline</b>  | 07/07/2021 by 5:00 PM | <b>Broker Registration Req</b> | Yes                    |
| <b>Buyer Premium Y/N</b>    | Yes                   |                                |                        |

## TERMS OF SALE

Terms of Sale

## PERSONAL PROPERTY

Personal Property

## ADDITIONAL PICTURES







**DISCLAIMER**

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 2021 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

# SELLER'S PROPERTY DISCLOSURE STATEMENT - for Land Only

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 4385 NE 10 St. - Kingman, KS 67068

Seller: Andrew Strong

Property currently zoned as: \_\_\_\_\_ 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

Indicate the condition of the following items by marking the appropriate box.  
Check only one box for each item.

None  
Does Not Transfer  
Working  
Not Working  
Don't Know

### WATER SYSTEMS

Well/Pump YES  
Drinking YES Irrigation \_\_\_\_\_  
Location WELL HOUSE ON EAST SIDE OF DRIVE  
Depth UNKNOWN  
Type UNKNOWN  
If on well water, has water ever shown test results of contamination? ☐ Yes ☒ No  
Is the property connected to ☐ city ☐ rural water systems? NO  
Rural Water Transfer? ☐ Yes ☐ No Transfer Fee \$ \_\_\_\_\_  
Cistern \_\_\_\_\_  
Other \_\_\_\_\_  
Comments: \_\_\_\_\_

### DRAINAGE/SEWAGE SYSTEMS

Sewer Lines \_\_\_\_\_  
Septic/Laterals YES  
Lagoon \_\_\_\_\_  
Tank Size \_\_\_\_\_ Location CENTRALLY LOCATED  
# Feet of Laterals \_\_\_\_\_  
Other \_\_\_\_\_  
Other \_\_\_\_\_  
Comments: \_\_\_\_\_



## PART II

Answer questions to the best of your (Seller's) knowledge.

Yes No Don't Know

### GAS/ELECTRIC

- 43 ☐ ☒ ☐ Is there a propane tank on the property?
- 44 ☐ ☒ ☐ If yes, is it ☐ owned ☐ leased?
- 45 ☐ ☒ ☐ Is gas connected to property?
- 46 ☒ ☐ ☐ If not, distance to nearest source? \_\_\_\_\_
- 47 ☒ ☐ ☐ Is electricity connected to property? \_\_\_\_\_
- 48 ☐ ☒ ☐ If not, distance to nearest source? \_\_\_\_\_
- 49 ☐ ☒ ☐ To your knowledge, is there any additional costs to hook up utilities?
- 50 ☐ ☒ ☐ If yes, please explain: \_\_\_\_\_
- 51 \_\_\_\_\_
- 52 \_\_\_\_\_
- 53 \_\_\_\_\_

Comments: \_\_\_\_\_

### DRAINAGE/SEWAGE SYSTEMS

- 54 ☐ ☒ ☐ Is property connected to a public sewer system?
- 55 ☒ ☐ ☐ If yes, no explanation required.
- 56 ☒ ☐ ☐ Is there a septic tank/lagoon system serving this property?
- 57 ☐ ☒ ☐ If yes, when was it last serviced? Date UNKNOWN
- 58 ☐ ☒ ☐ To your knowledge, is there any problems relating to the septic tank/cesspool/sewer system?
- 59 ☐ ☒ ☐ To your knowledge, is the property located in a federally designated flood plain or wetlands area?
- 60 ☐ ☒ ☐ Is the property located in a subdivision with a master drainage plan?
- 61 ☐ ☒ ☐ If so, is this property in compliance?
- 62 ☐ ☒ ☐ Has the property ever had a drainage problem during your ownership?
- 63 ☐ ☒ ☐ Do you currently pay flood insurance?
- 64 ☐ ☐ ☐ Other drainage/sewage systems and their conditions: \_\_\_\_\_
- 65 \_\_\_\_\_
- 66 \_\_\_\_\_

Comments: \_\_\_\_\_

### BOUNDARIES/LAND

- 67 ☒ ☐ ☐ Have you had a survey of your property?
- 68 ☒ ☐ ☐ Are the boundaries of your property marked in any way?
- 69 ☒ ☐ ☐ Is there any fencing on the boundary(ies) of the property?
- 70 ☒ ☐ ☐ If yes, does the fencing belong to the property?
- 71 ☒ ☐ ☐ To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
- 72 ☒ ☐ ☐ Are there any features of the property shared in common with adjoining landowners, such as walls, fences, roads, driveways?
- 73 ☐ ☐ ☒ Is this property owner responsible for maintenance of any such shared feature?
- 74 ☐ ☒ ☐ Do you know of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability problems that have occurred on the property or in the immediate neighborhood?
- 75 ☐ ☒ ☐ Comments: \_\_\_\_\_
- 76 \_\_\_\_\_
- 77 \_\_\_\_\_
- 78 \_\_\_\_\_

### HOMEOWNER'S ASSOCIATION

- 79 ☐ ☒ ☐ Is the property subject to rules or regulations of any homeowner's association?
- 80 ☐ ☒ ☐ Annual dues \$ \_\_\_\_\_ Initiation Fee \$ \_\_\_\_\_
- 81 ☐ ☒ ☐ To your knowledge, are there any problem relating to any common area?
- 82 ☐ ☒ ☐ Have you been notified of any condition which may result in an increase in assessments?
- 83 \_\_\_\_\_
- 84 \_\_\_\_\_
- 85 \_\_\_\_\_

Comments: \_\_\_\_\_

**Answer questions to the best of your (Seller's) knowledge.**

## Don't Know

To your knowledge, are any of the following substances, materials, or products present on the real property?

Asbestos

- |                          |                                     |
|--------------------------|-------------------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/>            |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/>            |
| <input type="checkbox"/> | <input type="checkbox"/>            |
| <input type="checkbox"/> | <input type="checkbox"/>            |

Comments:

To your knowledge:

- |                                     |                                     |                                     |
|-------------------------------------|-------------------------------------|-------------------------------------|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |

Comments:

**Seller Owns:**

**Mineral Rights:**

|                          |                                     |
|--------------------------|-------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/>            |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/>            |

22 10 2023

Crops planted at the time of sale:

\_\_\_\_\_ Other (please describe):

Tenant's rights apply to the subject property with lease or shares as follows:

**Water Rights:**

Comments:



### SELLER'S ACKNOWLEDGMENT

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

144 [Signature] 6/2/21  
145 Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

**OR**

146 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.  
147 I have not occupied this property in \_\_\_\_\_ years and am not familiar with all conditions represented in this form.

148 \_\_\_\_\_  
149 Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

### BUYER'S ACKNOWLEDGMENT AND AGREEMENT

- 151 1. I personally have carefully inspected the property. I will rely upon the inspections encouraged under my contract with Seller.  
152 Subject to any inspections, I agree to purchase the property in its present condition without representations or guarantees of  
153 any kind by the Seller or any REALTOR® concerning the condition or value of the property.
- 154 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  
155 advised to have the property examined by professional inspectors.
- 156 3. I acknowledge that neither Seller nor any REALTOR® involved in this transaction is an expert at detecting or repairing physical  
157 defects in the property. I state that no important representations concerning the condition of the property are being relied  
158 upon by me except as disclosed above or as fully set forth as follows: \_\_\_\_\_  
159 \_\_\_\_\_
- 160 4. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes  
161 after April 14, 1994, to register with the sheriff of the county in which they reside. I have been advised that if I desire  
162 information regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI)  
163 at <http://www.kansas.gov/kbi> or by contacting the local sheriff's office.
- 164 5. I acknowledge that McConnell Air Force Base is located within Sedgwick County and is an operational military Air Force base  
165 that is open 24 hours a day and activity at that base may generate noise. The volume, pitch, amount and frequency of noise  
166 may be affected by future changes in McConnell Air Force Base activity. I have been informed that if I desire information  
167 regarding potential for noise caused by the aircraft operations associated with McConnell Air Force Base and its operations, I  
168 may find information by contacting the Metropolitan Area Planning Department.

169 \_\_\_\_\_  
170 Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

This form is approved by legal counsel for the REALTORS® of South Central Kansas exclusively for use by members of the REALTORS® of South Central Kansas 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 2018.



## WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 4385 NE 10 St. - Kingman, KS 67068

DOES THE PROPERTY HAVE A WELL? YES ☒ NO ☐

If yes, what type? Irrigation \_\_\_\_\_ Drinking ☒ Other \_\_\_\_\_

Location of Well: well house on east side

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

If yes, what type? Septic ☒ Lagoon \_\_\_\_\_

Location of Lagoon/Septic Access: centrally located

Authentisign  
**Andrew Strong**  
5/11/2021 6:17:07 PM CDT

Owner

05/11/2021

Date

Owner

Date



# Security 1<sup>st</sup> Title

File #:

Property Address:

4385 NE 10 St.

Kingman, KS 67068

## WIRE FRAUD ALERT

### IMPORTANT! YOUR FUNDS MAY BE AT RISK

**\*\*SECURITY 1<sup>ST</sup> 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 1<sup>st</sup> 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

Authentisign  
*Andrew Strong*  
5/11/2021 6:17:15 PM CDT

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:

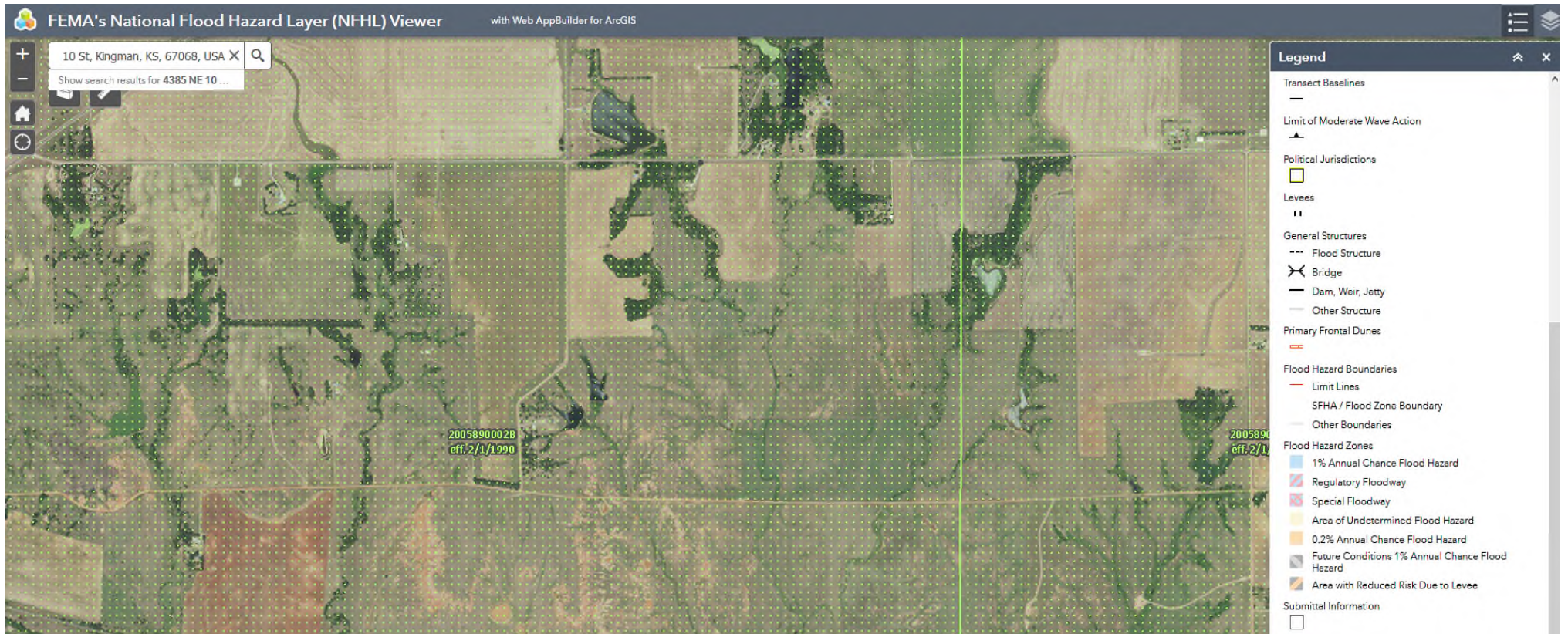
<http://www.ic3.gov>



4385 NE 10 St, Kingman, KS 67068 - Zoning: Agricultural



4385 NE 10 St., Kingman, KS 67068 – No Flood Zone





4385 NE 10 St, Kingman, KS 67068 - Aerial







## 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](mailto: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*)

