

PROPERTY INFORMATION PACKET | THE DETAILS



9610 W. 95th St. S. | Clearwater, KS 67026

AUCTION: BIDDING OPENS: Tues, July 20th @ 2:00 PM

BIDDING CLOSES: Thurs, Aug 5th @ 2:25 PM

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



McCurdy
AUCTION L.L.C.
REAL ESTATE SPECIALISTS



Table of Contents

PROPERTY DETAIL PAGE
LEAD-BASED PAINT DISCLOSURE
WATER WELL ORDINANCE
SECURITY 1 ST 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



MLS # 599174
Status Active
Contingency Reason
Area 601
Address 9610 W 95TH ST S
City Clearwater
Zip 67026
Asking Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms 3
Total Bedrooms 3.00
AG Full Baths 2
AG Half Baths 0
Total Baths 2
Garage Size 4+
Basement None
Levels One Story
Approximate Age 11 - 20 Years
Acreage 10.01 or More

Approx. AGLA 1976
AGLA Source Court House
Approx. BFA 0.00
BFA Source Court House
Approx. TFLA 1,976
Lot Size/SqFt 437778
Number of Acres 10.05

GENERAL

List Agent - Agent Name and Phone Megan Rae Niedens - 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
Year Built 2006
Parcel ID 20173-254-17-0-34-00-001.00
School District Clearwater School District (USD 264)
Elementary School Clearwater West
Middle School Clearwater
High School Clearwater
Subdivision NONE LISTED ON TAX RECORD
Legal S 1/2 SW 1/4 EXC W 2310 FT SEC 17-29-1W
List Date 7/8/2021
Display Address Yes
Sub-Agent Comm 0
Buyer-Broker Comm 3
Transact Broker Comm 3
Variable Comm Non-Variable
Days On Market 7
Input Date 7/15/2021 8:58 AM
Update Date 7/15/2021
Status Date 7/15/2021
Price Date 7/15/2021

Master Bedroom Level Main
Master Bedroom Dimensions 15.3 x 12.3
Master Bedroom Flooring Carpet
Living Room Level Main
Living Room Dimensions 17.1 x 25.4
Living Room Flooring Carpet
Kitchen Level Main
Kitchen Dimensions 12.4 x 12.3
Kitchen Flooring Laminate - Other
Room 4 Type Bedroom
Room 4 Level Main
Room 4 Dimensions 16 x 12.4
Room 4 Flooring Carpet
Room 5 Type Bedroom
Room 5 Level Main
Room 5 Dimensions 10 X 25.4
Room 5 Flooring Carpet
Room 6 Type Office
Room 6 Level Main
Room 6 Dimensions 10.4 X 12.3
Room 6 Flooring Carpet
Room 7 Type Dining Room
Room 7 Level Main
Room 7 Dimensions 12.3 X 10.4
Room 7 Flooring Carpet
Room 8 Type
Room 8 Level
Room 8 Dimensions
Room 8 Flooring
Room 9 Type
Room 9 Level
Room 9 Dimensions
Room 9 Flooring
Room 10 Type
Room 10 Level
Room 10 Dimensions
Room 10 Flooring
Room 11 Type
Room 11 Level
Room 11 Dimensions
Room 11 Flooring

Room 12 Type
Room 12 Level
Room 12 Dimensions
Room 12 Flooring

DIRECTIONS

Directions (Clearwater) W, 95th St. S. & S. 87th St. W. (S. Tyler Rd.) West to Home.

FEATURES

ARCHITECTURE

Modular-Perm Foundation

EXTERIOR CONSTRUCTION

Frame

ROOF

Composition

LOT DESCRIPTION

Standard

Wooded

FRONTAGE

Unpaved Frontage

EXTERIOR AMENITIES

Ag Outbuilding(s)

Corral

Deck

Fence-Other/See Remarks

Guttering

Horses Allowed

Security Light

Storm Door(s)

Storm Shelter

Outbuildings

GARAGE

Detached

Oversized

FLOOD INSURANCE

Unknown

UTILITIES

Lagoon

Propane Gas

Private Water

BASEMENT / FOUNDATION

None

BASEMENT FINISH

None

COOLING

Central

Electric

HEATING

Forced Air

Propane-Owned

DINING AREA

Formal

KITCHEN FEATURES

Island

Range Hood

Laminate Counters

APPLIANCES

Dishwasher

MASTER BEDROOM

Master Bdrm on Main Level

Split Bedroom Plan

Sep. Tub/Shower/Mstr Bdrm

Two Sinks

AG OTHER ROOMS

Office

LAUNDRY

Main Floor

Separate Room

220-Electric

INTERIOR AMENITIES

Ceiling Fan(s)

Closet-Walk-In

Vaulted Ceiling

Window Coverings-Part

POSSESSION

At Closing

PROPOSED FINANCING

Other/See Remarks

WARRANTY

No Warranty Provided

OWNERSHIP

Corporate non-REO

PROPERTY CONDITION REPORT

No

DOCUMENTS ON FILE

Ground Water

SHOWING INSTRUCTIONS

Appt Req-Call Showing #

LOCKBOX

None

TYPE OF LISTING

Excl Right w/o Reserve

AGENT TYPE

Sellers Agent

FINANCIAL

Assumable Y/N No
Currently Rented Y/N No
Rental Amount
General Property Taxes \$1,380.63
General Tax Year 2020
Yearly Specials \$7.80
Total Specials \$7.80

HOA Y/N No
Yearly HOA Dues
HOA Initiation Fee
Home Warranty Purchased Unknown
Earnest \$ Deposited With Security 1st Title

MARKETING REMARKS

Marketing Remarks This property is offered by Megan McCurdy-Niedens with McCurdy Auction, LLC. Office: 316-867-3600 Email: mniedens@mccurdyauction.com. Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | BIDDING OPENS: Tuesday, July 20th, 2021 at 2:00 PM (cst) | BIDDING CLOSES: Thursday, August 5th, 2021 at 2:25 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!!! ABSOLUTE!!! 3 bedroom, 2 bathroom home on 10 +/- acres near the corner of 95th Street and Tyler Road in Clearwater, Kansas! This property features a 50 x 30 four-plus garage /shop and a 40 x 24 barn with three stalls and storage. There is also a storm shelter, storage shed, lean-to and fenced corral area. The property is approximately half a mile from blacktop and has a paved driveway. The home has two deck areas with storm doors. Inside the home is a large living room connected to the office through the French doors. The spacious kitchen has lots of cabinetry, an island, and a dishwasher. Next is the formal dining room which also has access to the living room. The primary bedroom has an ensuite with a soaker tub, walk-in shower, and double sinks. There is also a walk-in closet. Two additional bedrooms, a full bathroom with a tub/shower combination, and a separate laundry room with outside access complete the home. The home is on a drinking well, lagoon, and propane for gas. Any personal property remaining in the property at closing will be considered abandoned property. *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

Type of Auction Sale No Minimum - No Reserve
Auction Location www.mccurdyauction.com
Auction Date 7/20/2021
Broker Registration Req Yes
Premium Amount 0.10
Earnest Amount %/\$ 7,500.00
1 - Open/Preview Date
1 - Open End Time

Method of Auction Online Only
Auction Offering Real Estate Only
Auction Start Time 2:00 PM
Buyer Premium Y/N Yes
Earnest Money Y/N Yes
1 - Open for Preview
1 - Open Start Time

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.



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 9610 W. 95th St. S. - Clearwater, KS 67026

DOES THE PROPERTY HAVE A WELL? YES X NO

If yes, what type? Irrigation Drinking X Other

Location of Well: NORTH of Home

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

If yes, what type? Septic Lagoon X

Location of Lagoon/Septic Access: NORTH of home

Monty Ray Executor

7-1-2021
Date

Owner
Authentisign
Aleta S. Kretzer 07/08/2021
Owner
7/8/2021 9:47:59 AM CDT

Authentisign
John Michael Kretzer 07/03/2021
Date
7/3/2021 1:28:07 PM CDT

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:
9610 W. 95th St. S. - Clearwater, KS 67026

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):

JMK ASK ASK 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):

JMK ASK ASK 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.

Marty Pray executor 7-1-2021
Authentisign Date
Seller John Michael Kretzer
Aleta S. Kretzer Date
7/3/2021 9:49:32 AM CDT 7/3/2021 1:29:46 PM CDT
Seller Date
07/08/2021 07/03/2021

Buyer Date

Buyer Date

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Security 1st Title

File #:

Property Address:

9610 W. 95th St. S.

Clearwater, KS 67026

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

Authentisign

Aleta S. Kretzer

Authentisign

John Michael Kretzer

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

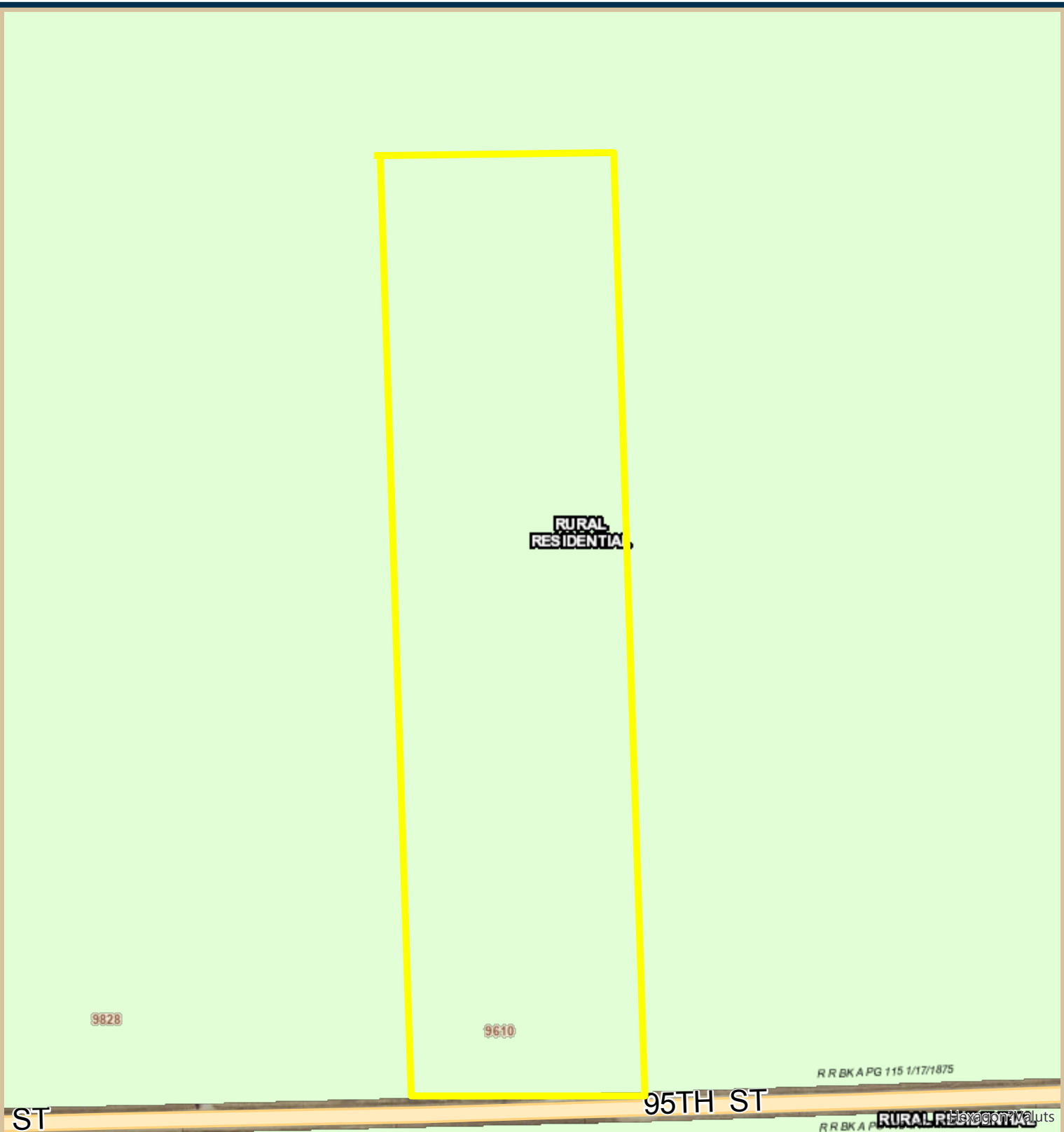
<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

7/8/2013 4:25 PM CDT

7/8/2013 1:30:56 PM CDT



ST

95TH ST

RR BK A PG 115 1/17/1875

RR BK A PG 115 1/17/1875

9610 W. 95th St. S.
Clearwater, KS 67026
Zoning: RR, Rural Residential
Sedgwick County, Kansas



Legend

Flood Plain

Base Flood Approximate



Base Flood Elevations



0.2 Pct Annual Chance



0.2 PCT Annual Chance Flood H

A



A

AE



AE,

AE, FLOODWAY



AE, FLOODWAY

AH



AH

AO



AO

X - Area of Special Consideration



X AREA OF SPECIAL CONSIDER

X



X,

Area Not Included





95TH ST

95TH ST

Hexagon? Valurts



Geographic Information Services
Sedgwick County...
working for you

Date: 4/20/2021

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.

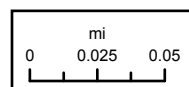
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9610 W. 95th St. S.
Clearwater, KS 67026
Aerial

Sedgwick County, Kansas



1:4,514





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*)

