

PROPERTY INFORMATION PACKET | THE DETAILS



5573 SE 70th St. | Kingman, KS 67068

AUCTION: BIDDING OPENS: Tues, March 29th @ 2:00 PM
BIDDING CLOSES: Thurs, April 21st @ 2:10 PM

12041 E. 13th St. N. · Wichita, KS 67206
316.867.3600 · 800.544.4489 · McCurdy.com



McCurdy
REAL ESTATE & AUCTION



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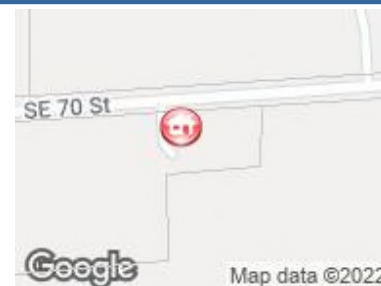
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Real Estate & Auction, LLC. It is incumbent 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 # 608719
Status Active
Contingency Reason
Area KNG - Kingman County
Address 5573 SE 70 St
City Kingman
Zip 67068
Asking Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms	4	Approx. AGLA	2387
Total Bedrooms	4.00	AGLA Source	Court House
AG Full Baths	2	Approx. BFA	0.00
AG Half Baths	0	BFA Source	Court House
Total Baths	2	Approx. TFLA	2,387
Garage Size	4+	Lot Size/SqFt	387684
Basement	None	Number of Acres	8.90
Levels	One Story		
Approximate Age	11 - 20 Years		
Acreage	5.01 - 10 Acres		

GENERAL

List Agent - Agent Name and Phone	RICK W BROCK - HOME: 316-683-0612	Master Bedroom Level	Main
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Master Bedroom Dimensions	28.2 x 14.7
Co-List Agent - Agent Name and Phone		Master Bedroom Flooring	Laminate - Other
Co-List Office - Office Name and Phone		Living Room Level	Main
Showing Phone	1-800-301-2055	Living Room Dimensions	20.4 x 14.5
Year Built	2003	Living Room Flooring	Carpet
Parcel ID	24014-30700000002010	Kitchen Level	Main
School District	Kingman - Norwich School District (USD 331)	Kitchen Dimensions	28.2 x 14.7
Elementary School	Norwich	Kitchen Flooring	Laminate - Other
Middle School	Norwich	Room 4 Type	Bedroom
High School	Norwich	Room 4 Level	Main
Subdivision	NONE LISTED ON TAX RECORD	Room 4 Dimensions	10.8 x 11.6
Legal		Room 4 Flooring	Carpet
List Date	3/11/2022	Room 5 Type	Bedroom
Display Address	Yes	Room 5 Level	Main
Sub-Agent Comm	0	Room 5 Dimensions	10.8 X 12.4
Buyer-Broker Comm	3	Room 5 Flooring	Carpet
Transact Broker Comm	3	Room 6 Type	Bedroom
Variable Comm	Non-Variable	Room 6 Level	Main
Days On Market	38	Room 6 Dimensions	11.6 X 10.9
Input Date	3/17/2022 10:05 AM	Room 6 Flooring	Carpet
Update Date	4/18/2022	Room 7 Type	Family Room
Status Date	3/17/2022	Room 7 Level	Main
Price Date	3/17/2022	Room 7 Dimensions	26.9 X 14.6
		Room 7 Flooring	Carpet
		Room 8 Type	Laundry
		Room 8 Level	Main
		Room 8 Dimensions	9.6 X 6.4
		Room 8 Flooring	Laminate - Other
		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 (Kingman) HWY 14 & SE 70 St. - East to Property.

FEATURES

ARCHITECTURE

Prefab-Perm Foundation

EXTERIOR CONSTRUCTION

Stucco

ROOF

Composition

LOT DESCRIPTION

Irregular

FRONTAGE

Paved Frontage

EXTERIOR AMENITIES

Patio

Covered Deck

Guttering

Horses Allowed

Satellite Dish

Security Light

Storage Building(s)

Storm Door(s)

Storm Shelter

Outbuildings

GARAGE

Detached

Opener

Oversized

FLOOD INSURANCE

Unknown

UTILITIES

Septic

Propane Gas

Private Water

BASEMENT / FOUNDATION

None

BASEMENT FINISH

None

COOLING

Central

Window/Wall Unit

Electric

HEATING

Forced Air

Heat Pump

DINING AREA

Kitchen/Dining Combo

FIREPLACE

One

Family Room

Woodburning

KITCHEN FEATURES

Pantry

Electric Hookup

Laminate Counters

APPLIANCES

Dishwasher

Disposal

Microwave

MASTER BEDROOM

Master Bdrm on Main Level

AG OTHER ROOMS

Family Room-Main Level

LAUNDRY

Main Floor

220-Electric

INTERIOR AMENITIES

Closet-Walk-In

Vaulted Ceiling

Window Coverings-All

POSSESSION

At Closing

PROPOSED FINANCING

Other/See Remarks

WARRANTY

No Warranty Provided

OWNERSHIP

Individual

PROPERTY CONDITION REPORT

Yes

DOCUMENTS ON FILE

Sellers Prop. Disclosure

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 \$3,871.56
General Tax Year 2021
Yearly Specials \$0.00
Total Specials \$0.00

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

REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, March 29th, 2022 at 2:00 PM (cst) | BIDDING CLOSING: Thursday, April 14th, 2022 at 2:10 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!!! What a wonderful opportunity to purchase a 2,387+/- square foot home on nearly nine acres in Kingman, Kansas! This property sits off 70th Street on blacktop and includes two large outbuildings, an oversized garden shed, a silo, and a pond. 4-Bedroom, 2-Bathroom Home: Large living room with vaulted ceilings Large kitchen/dining combination with lots of cabinetry, a pantry, island, buffet, and outside access Appliances: Dishwasher & microwave Primary bedroom with an ensuite with a walk-in shower, tub, and double sinks Three more bedrooms and a full bathroom with a tub/shower combination Built-in desk Huge main floor family room with a wood-burning fireplace Separate laundry room with outside access Spacious covered deck New Rheem CH/CA in 2018 Treeline around home and buildings 65 X 40 Outbuilding: Huge shop/outbuilding 6-inch concrete floors Two 14 foot overhead doors Potential additional living space or commercial space Full bathroom with a walk-in shower (septic system) Propane heat & Woodburner 40 X 40 Outbuilding: overhead door and sliding doors 6-inch concrete floors Additional Features: Storage shed Storm shelter Silo Pond 6-inch concrete driveways, walkways, and aprons RV (camper) storage Mineral rights are owned by a third party and do not transfer. UPDATE AS OF 04/13: A survey to address the encroachment(s) on the property is in process. Due to the delay of survey results, we are extending bidding for an additional week and the auction will begin closing on April 21, 2022, at 2:10 p.m. For questions regarding the bidding extension and survey, please contact Auction Manager, Rick Brock. UPDATE AS OF 04/18: Per the new survey, the actual size of this parcel is 10.3 acres. The survey revealed an encroachment on the Northeast Corner of the shop building of 4/10 of a foot. There are also two concrete slabs that are encroaching. See the Supporting Documents for the survey, which includes specific dimensions. It is incumbent upon the buyer to resolve any encroachment issue with the adjoining landowners. *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. Full auction terms and conditions provided in the Property Information Packet. 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 \$15,000.

AUCTION

Type of Auction Sale Reserve **Method of Auction** Online Only

AUCTION

Auction Location www.mccurdy.com
Auction Date 3/29/2022
Broker Registration Req Yes
Premium Amount 0.10
Earnest Amount %/\$ 15,000.00
1 - Open/Preview Date
1 - Open End Time

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

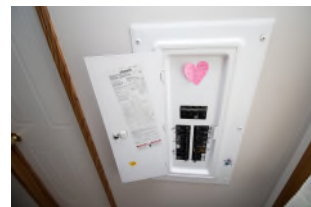
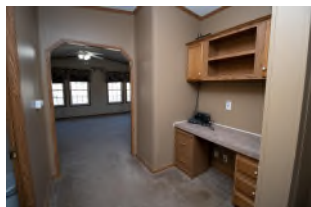
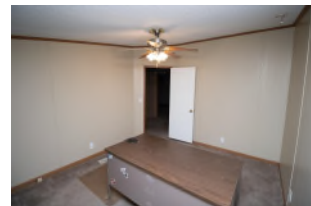
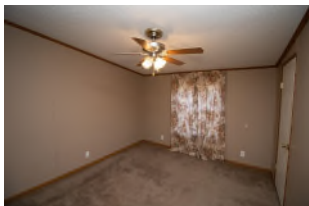
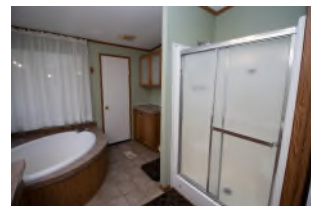
TERMS OF SALE

Terms of Sale See Associated Documents.

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 2022 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

I have not been in the home since
10-14-18 Comp Base

Seller's Property Disclosure

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 5573 SE 70th St. - Kingman, KS 67068

Seller:

Date of Purchase:

Message to the Seller: This statement is a disclosure of the condition of the above described Property known by the SELLER on the date that it is signed. It is not a warranty of any kind by the SELLER(S) or any real estate licensees involved in this transaction, and should not be accepted as a substitute for any inspections or warranties the BUYER(S) may wish to obtain. If you know something important about the Property that is not addressed on the Seller's Property Disclosure, add that information to the form. Prospective Buyers may rely on the information you provide.

Instructions: (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the comment lines to explain.

By signing below you acknowledge that the failure to disclose known material information about the Property may result in liability.

Message to the Buyer: Although Seller's Property Disclosure is designed to assist the SELLER in disclosing all known material (important) facts about the Property, there are likely facts about the Property that the SELLER does not know. Therefore, it is important that you take an active role in obtaining the information about the Property.

Instructions: (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the Seller's Property Disclosure. (5) Obtain professional inspections of the Property. (6) Investigate the surrounding area.

THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT INDEPENDENTLY VERIFIED BY THE BROKER(S) OR AGENTS(S).

PART I

APPLIANCES						ELECTRICAL					
		TRANSFERS TO BUYER			Indicate the condition of the following items by marking only one appropriate box.			TRANSFERS TO BUYER			Indicate the condition of the following items by marking only one appropriate box.
None	Does Not Transfer	Working	Not Working	Don't Know		None	Does Not Transfer	Working	Not Working	Don't Know	
☐	☐	☐	☐	☒	Disposal	☐	☐	☐	☐	☒	Smoke/Fire Detectors
☐	☐	☐	☐	☒	Dishwasher 2-18-13	☐	☐	☐	☐	☒	Light Fixtures
☐	☐	☐	☐	☒	Oven 2-18-13	☐	☐	☐	☐	☒	Switches/Outlets
☐	☐	☐	☐	☒	Range (Circle One) ☐ Gas ☒ Electric	☐	☐	☐	☐	☒	Ceiling Fan(s)
☐	☐	☐	☐	☒	Microwave 2-18-13	☐	☐	☐	☐	☒	Bathroom Vent Fan(s)
					Built in (Circle One) ☒ YES ☐ NO	☒	☐	☐	☐	☐	Telephone Wiring/Blocks/Jacks
☐	☐	☐	☐	☒	Range Hood 2-18-13	☐	☐	☐	☐	☒	Door Bell
					Vented Outside (Circle One) ☒ YES ☐ NO	☐	☐	☒	☐	☐	Intercom
☐	☐	☐	☐	☒	Kitchen Refrigerator 2-18-13	☐	☐	☒	☐	☐	Garage Door Opener
☐	☐	☐	☐	☒	Clothes Washer 2-18-13	# of Remotes: _____					Keypad Entry: (Circle One) ☐ YES ☐ NO
☐	☐	☐	☐	☒	Clothes Dryer 2-18-13	☐	☐	☐	☐	☒	Aluminum Wiring
☒	☐	☐	☐	☐	Trash Compactor	☐	☐	☐	☐	☒	Copper Wiring
☒	☐	☐	☐	☐	Central Vacuum	☐	☐	☐	☐	☒	220 Volt
☒	☐	☐	☐	☐	Exterior Attached Gas Grill						☒ Service Panel Total Amps
☐	☐	☐	☐	☐	Other: WAS told he said All	☒	☐	☐	☐	☐	Security System
☐	☐	☐	☐	☐	Other: appliances in						(Circle One) ☐ Own ☐ Rent/Financed
☐	☐	☐	☐	☐	Other: divorce paper with						Company
☐	☐	☐	☐	☐	Other:						
Comments:						Comments:					

BUYER'S INITIALS: _____

SELLER'S INITIALS: JB

WATER/SEWAGE SYSTEMS (See Part II Also)					HEATING & COOLING SYSTEMS				
TRANSFERS TO BUYER				Indicate the condition of the following items by marking only one appropriate box.	TRANSFERS TO BUYER				Indicate the condition of the following items by marking only one appropriate box.
None	Does Not Transfer	Working	Not Working		None	Does Not Transfer	Working	Not Working	
☐	☐	☐	☒	Sewage Systems	☐	☐	☐	☒	Cooling System
☒	☐	☐	☐	Sump Pump	☐	☐	☐	☐	Type <i>Rheem 4T 145ser</i>
☒	☐	☐	☐	Backup Sump Pump/Battery	☐	☐	☐	☐	Age <i>3-1-18</i>
☐	☐	☐	☒	Plumbing	☐	☐	☐	☒	Heating System <i>Rheem Heat Pump w/ electric backup heat</i>
☐	☐	☐	☐	Type	☐	☐	☐	☐	Type
☐	☐	☐	☒	Water Heater (Circle One) ☒ Elect ☐ Gas	☐	☐	☐	☐	Age <i>3-1-18</i>
☐	☐	☐	☒	Size & Age <i>50 G 3-1-18</i>	☒	☐	☐	☐	Window/Wall Air Conditioning Units
☒	☐	☐	☐	Instant Hot Water	☒	☐	☐	☐	Electronic Air Filter
☒	☐	☐	☐	Water Softener	☒	☐	☐	☐	Humidifier
				(Circle One) ☐ Own ☐ Rent/Lease Company	☐	☐	☐	☒	Fireplace
☒	☐	☐	☐	Water Purifier/Reverse Osmosis	☐	☐	☐	☒	Fireplace Insert
☒	☐	☐	☐	Underground Sprinkler System	☒	☐	☐	☐	Wood burning Stove
				Backflow Device (Circle One) ☐ YES ☒ NO	☒	☐	☐	☐	Chimney/Flue - Date Last Cleaned
				Date Last Tested or Inspected	☒	☐	☐	☐	Gas Log Lighter
☒	☐	☐	☐	Pool Equipment	☒	☐	☐	☐	Whole House Attic Fan
☒	☐	☐	☐	Hot Tub/Spa	☒	☐	☐	☐	Solar Equipment
Comments:					☒	☐	☐	☐	Propane Tank
									(Circle One) ☐ Own ☐ Rent/Lease Company
					Comments:				
					Any Additional Comments for Part I:				
					<i>Propane heat at Shop</i> <i>Wood burner in the 40x65</i> <i>Package Unit - Used Unknown date of purchase for the 40x40 Shop</i>				
Comments:									

BUYER'S INITIALS: _____

SELLER'S INITIALS: JB CJB

PART II

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 1 STRUCTURAL FOUNDATION/WALLS
☒	☐	☐	Are any exterior walls covered with Exterior Insulation & Finish System (synthetic stucco)? If YES, are you aware of any adverse conditions? <u>NO</u> <u>Installed 2012</u>
			Indicate all that apply: ☐ Basement ☒ Crawl Space <u>4'</u> ☐ Slab
☐	☐	☐	Are there any structural engineer's report(s) available? If YES, Date of Report: _____ Copy Attached? (Mark One): ☐ YES ☐ NO
To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)			
☐	☐	☒	Movement, shifting, deterioration or other problems with walls or foundation?
☐	☐	☒	Cracks or flaws in the walls, floors or foundation?
☐	☐	☒	Problems with driveways, walkways, patios, retaining walls, party walls?
☐	☐	☒	Problems with operation of windows or doors, or broken seals? <u>New 2012</u>
☐	☐	☒	Any corrective actions to items in this section? (Example - Piering, bracing, etc.)
☐	☐	☒	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☒	☐	☐	Is there insulation in the walls?
☐	☐	☒	Is there insulation in the floors?
Additional Comments:			

YES	NO	DON'T KNOW	SECTION 2 ROOF/INSULATION
		☒	Age: _____ Type: _____
☐	☐	☒	To your knowledge, are there any ☐ PAST ☐ PRESENT roof leaks? (Mark One) If any, identify details below.
☐	☐	☐	During your ownership, has the roof ever been ☐ REPLACED? ☐ REPAIRED? (Mark One) If YES, Date: _____ (Identify details below.)
☐	☐	☒	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☐	☐	☒	Do you know of any problems with chimneys or chases? (If YES, explain below.)
☐	☐	☒	Do you know of any problems with roof, roof structure or rain gutters? (If YES, explain below.)
☐	☐	☒	Is there insulation in the ceiling/attic?
Additional Comments:			

YES	NO	DON'T KNOW	SECTION 3 MOLD/MILDEW
According to the EPA, molds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the naked eye, and float through outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. Inhaling or touching mold spores may cause allergic reactions in sensitive individuals.			
To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)			
☐	☐	☒	Presence of any mold/mildew in the property?
☐	☐	☒	Any problems created by mold or mildew for occupants of the structure during your ownership?
☐	☐	☐	Have you had any inspections for mold or mildew? If YES, Date: _____ (If YES, explain below.)
☐	☐	☐	Have you received any reports pertaining to mold or mildew on or within the structure? (If YES, attach.)
☐	☐	☐	Has the property had any professional mold remediation during your ownership? If YES, Date: _____
Additional Comments:			

BUYER'S INITIALS: _____

SELLER'S INITIALS: JB

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.
Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 4 WATER/SEWAGE SYSTEMS	
☐	☒	☐	Is the property connected to City Water?	
☐	☒	☐	Is the property connected to Rural Water? If YES, Transfer Fee: _____ District: _____	
☒	☐	☐	Is the property connected to any private water systems? (Mark all that apply.)	
			☒ Drinking Well	☐ Irrigation Well ☐ Geo-Thermal Well
			Type: _____ Location: _____ Depth: _____	
			Type: _____ Location: _____ Depth: _____	
			Type: _____ Location: _____ Depth: _____	
☐	☐	☐	Has the water in any wells shown test results of contamination? (If YES, explain below.)	
☐	☒	☐	Is the property connected to a public sewer system? If shared lagoon/septic system, explain below.	
☒	☐	☐	Is the property connected to a septic system? Date Last Pumped: <u>2013 ish</u>	
			Tank Size: _____ Location: <u>Sat trees along Northside of house</u>	
			# feet laterals: _____ # Feet Infiltrators: _____ Location: _____	
☐	☒	☐	Is the property connected to a lagoon system? Location: _____	
☐	☒	☐	Is the property connected to some other type of waste disposal system? (If YES, explain below.)	
☐	☒	☐	To your knowledge, is there any problem relating to the waste disposal system?	
Additional Comments:				

YES	NO	DON'T KNOW	SECTION 5 WATER INTRUSION/LEAKS	
To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)				
☐	☐	☒	Any water leakage in or around the fireplace or chimney?	
☐	☐	☒	Any water leakage around (If YES, mark all that apply.) ☐ WINDOWS ☐ SKYLIGHTS ☐ DOORS?	
☐	☐	☒	Any leaks occurring in any plumbing, water supply lines, drains, sewer lines, etc.?	
☐	☐	☒	Any leaks caused by appliances?	
☐	☐	☒	Any leaks from any condensation drain lines, humidifier, dehumidifier, etc.?	
☐	☐	☒	Any water leakage into (If YES, mark all that apply.) ☐ BASEMENT ☐ CRAWL SPACE	
☐	☐	☒	Any accumulation of water within the basement/crawl space?	
☐	☐	☒	Sump Pump(s) Location(s): _____	
☐	☐	☒	Drain Tiles (If YES, mark all that apply.) ☐ INTERIOR ☐ EXTERIOR	
Additional Comments:				

YES	NO	DON'T KNOW	SECTION 6 PEST, WOOD INFESTATION & DRY ROT	
☐	☐	☒	Do you have any knowledge of the following items on/affecting the property? (Mark all that apply.)	
			☐ WOOD DESTROYING INSECTS	☐ DRY ROT ☐ OTHER WOOD INFESTATION
☐	☐	☒	Any knowledge of any damage to the property caused by the following items? (Mark all that apply.)	
			☐ WOOD DESTROYING INSECTS	☐ DRY ROT ☐ OTHER WOOD INFESTATION
☐	☐	☐	Have there been any repairs of such damage? (If YES, explain below.)	
☐	☐	☐	Is the property currently under a termite warranty or other coverage by a licensed pest control company?	
			Company: _____	Warranty Expiration Date: _____
☐	☐	☐	Any wood destroying insects control reports in the last 5 years? (If YES, explain below.)	
☐	☐	☐	Any professional wood destroying insects control treatments in the last 5 years? (If YES, explain below.)	
☐	☐	☐	Any pest control reports in the last 5 years? (If YES, explain below.)	
☐	☐	☐	Any professional pest control treatments in the last 5 years? (If YES, explain below.)	
Additional Comments:				

BUYER'S INITIALS: _____

SELLER'S INITIALS: JB

109 Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.
 110 Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 7 ENVIRONMENTAL CONDITIONS
☐	☒	☐	113 Is the property located in a subdivision with a master drainage plan?
☐	☒	☐	114 If YES, is the property in compliance?
☐	☒	☐	115 Has the property ever had any drainage problems during your ownership? (If YES, explain below.)
☒	☐	☐	116 Are there any producing or non-producing gas/oil wells on the property or adjacent property?
☐	☒	☐	117 Do mineral rights convey to buyer? If NO, please define: <u>We do not own</u>
			118 Groundwater contamination has been detected in several areas in the State of Kansas.
☐	☐	☒	119 Are you aware of groundwater contamination or other environmental concerns?
☐	☐	☒	120 Any reports or records pertaining to groundwater contamination or other environmental concerns?
☐	☐	☒	121 Are there any diseased or dead trees and shrubs?
			122 To your knowledge, are any of the following substances, materials, products on the real property? (YES or NO Only.)
☐	☒	☐	123 Asbestos
☐	☒	☐	124 Contaminated soil or water (including drinking water)
☐	☒	☐	125 Landfill or buried materials
☐	☒	☐	126 Lead-based paint (If YES, attach disclosure.)
☐	☒	☐	127 Radon gas in house or well If YES, has mitigation been performed? (Mark One) ☐ YES ☐ NO
☐	☒	☐	128 Methane Gas
☐	☒	☐	129 Oil sheers in wet areas
☐	☒	☐	130 Radioactive material
☐	☒	☐	131 Toxic material disposal (solvents, chemicals, etc.)
☐	☒	☐	132 Underground fuel or chemical storage tanks
☐	☒	☐	133 EMFs (Electro Magnetic Fields)
☐	☒	☐	134 Urea formaldehyde foam Insulation (UFFI)
☐	☒	☐	135 Other:
☐	☒	☐	136 Are you aware if any portion of the property has ever been used for the manufacture of, or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy, LSD or any other illegal substances?
☐	☒	☐	138 To your knowledge, are any of the above conditions present near your property?

139 Comments:

YES	NO	DON'T KNOW	SECTION 8 BOUNDARIES/LAND
☒	☐	☐	144 Have you had a survey of the property? (If YES, attach copy if available.)
☒	☐	☐	145 Are the boundaries of your property marked in any way?
☒	☐	☐	146 Is there any fencing on the boundaries of the property?
☒	☐	☐	147 Does fencing belong to the property? If YES, which sides?
☒	☐	☐	148 Are there any features of the property shared in common with adjoining landowners, such as, walls, fences, roads, driveways? (If YES, explain below.)
☐	☒	☐	150 Is the property owner responsible for maintenance of any such shared feature(s)?
☐	☒	☐	151 To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
☐	☒	☐	152 To your knowledge, is any portion of the property located in a federally designated flood plain?
☐	☒	☐	153 Do you currently, or have you ever, paid flood insurance for the property?
☐	☒	☐	154 To your knowledge, is any portion of the property located in a designated wetlands area?
☐	☒	☒	155 Do you know of any of the following items that have occurred on the property or in the immediate area?
			(Mark all that apply.)
			157 ☐ EXPANSIVE SOIL ☐ EARTH MOVEMENT
			158 ☐ FILL DIRT ☐ UPHEAVAL
			159 ☐ SLIDING ☐ EARTH STABILITY PROBLEMS
			160 ☐ SETTLING

161 Comments: Pit pumper & Companies have access to the
 162 lease road which runs through the property
 163

164 BUYER'S INITIALS: _____

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SELLER'S INITIALS: JB

165 Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.
 166 Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 9 SPECIAL ASSESSMENTS AND HOMEOWNER'S ASSOCIATION
			The law requires that the Seller disclose the existence of special assessments against a property.
☒	☐	☒	Any current/pending bonds, assessments, or special taxes that apply to property?
☐	☐	☒	The property may be subject to special assessments or is located in an improvement district? (Refer to relevant tax disclosure - Mark One).
			☐ Owner ☐ County ☐ Public Record ☐ Other:
☐	☒	☐	Is the property subject to rules or regulations of an active Homeowner's Association?
			Annual Dues? _____ Initiation Fee? _____
			Homeowner's Association contact information:
☐	☒	☐	Is the property subject to a right of first refusal?
☐	☒	☐	Is the property subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions?
☐	☒	☐	Any violations of such covenants and restrictions?
Comments:			

YES	NO	DON'T KNOW	SECTION 10 MISCELLANEOUS
☐	☒	☐	Have any improvements or repairs (including, but not limited to, HVAC, plumbing, electrical, structural additions) been made to the property without obtaining required permits?
☐	☒	☐	Are any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions?
☐	☐	☒	Is the present use of the property a non-conforming use?
☐	☐	☒	Have you had any insurance claims in the past five years?
☐	☐	☒	Were repairs made? If so,
☐	☐	☒	Is there any unrepaired damage due to hail, storm, wind, fire or flood?
☐	☐	☒	Are there any stains, tears, burns, holes, etc., in the property that are not readily visible?
☒	☐	☐	Does a pet(s) reside or has a pet(s) ever resided in or on the property?
☒	☐	☐	Is there any damage due to pets, interior/exterior, including, but not limited to, odors, stains, etc.?
☒	☐	☐	Do all window and door treatments remain? If NO, please list: _____
☐	☐	☐	Does any other personal property remain? If YES, please list: _____
☐	☒	☐	Does the property contain any of the following? (Mark all that apply.)
☐	☒	☐	☐ Swimming Pool ☐ Spa ☐ Hot Tub ☐ Sauna ☐ Water Feature
☐	☒	☐	If YES, are either of the following heated? ☐ Swimming Pool ☐ Spa If yes, type of heat? _____
☐	☒	☐	Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature? Explain: _____
☐	☒	☐	Is the property in a historic, conservation or special review district, that requires any alterations or improvements to the Property, be approved by a board or commission?
☐	☒	☐	Are there any other facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property?
☐	☐	☒	Are there any transferable warranties on the property or any of its components?
Comments:			

Any Additional Comments For Part II:

215 BUYER'S INITIALS: _____

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215 SELLER'S INITIALS: JB

Instant Forms

216

SELLER'S ACKNOWLEDGEMENT

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

224 Seller is occupant: ☐ YES ☐ NO *I Am Not Cap*

225 Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date
226 signed by Seller.

227 SELLER: Jeffrey Base 03/11/2022 SELLER: Cari Base 2-8-22
228 Date Date

229

BUYER'S ACKNOWLEDGEMENT AND AGREEMENT

230 1. I have personally inspected the property. I will rely upon the inspections encouraged under my contract with
231 Seller. Subject to any inspections, I agree to purchase the property in its present condition without
232 representations or guarantees of any kind by the Seller or any REALTORS® concerning the condition or value of
233 the property.

234 2. I agree to verify any of the above information that is important to me by an independent investigation of my
235 own. I have been advised to have the property examined by professional inspectors.

236 3. I acknowledge that neither Seller nor any REALTORS® involved in this transaction is an expert at detecting or
237 repairing physical defects in the property. I state that no important representations concerning the condition of
238 the property are being relied upon by me except as disclosed above or as fully set forth as
239 follows:

240 4. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain
241 sexually violent crimes after April 14, 1994, to register with the sheriff of the county in which they reside. I have
242 been advised that if I desire information regarding those registrants, I may find information on the home page of
243 the Kansas Bureau of Investigation (KBI) at www.ink.org/public/kbi or by contacting the local sheriff's office.

244 5. I acknowledge that McConnell Air Force Base is located within Sedgwick County and is an operational military
245 Air Force base that is open 24 hours a day and activity at that base may generate noise. The volume, pitch,
246 amount and frequency of noise may be affected by future changes in McConnell Air Force Base activity. I have
247 been informed that if I desire information regarding potential for noise caused by the aircraft operations
248 associated with McConnell Air Force Base and its operations, I may find information by contacting the
249 Metropolitan Area Planning Department.

250 BUYER: _____ BUYER: _____
251 Date Date

252 This form is approved by legal counsel for the Wichita Area Association of REALTORS® exclusively for use by members of the Wichita Area
253 Association of REALTORS® and other authorized REALTORS®. No warranty is made or implied as to the legal validity or adequacy of this
254 form, or that its use is appropriate for all situations. Copyright March 2014.

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SELLER'S PROPERTY DISCLOSURE STATEMENT - for Land Only

(To be completed by Seller)

This report supersedes any list appearing in the MLS

1 Property Address: 5573 SE 70th St. - Kingman, KS 67068
 2 Seller: _____ Date of Purchase: _____
 3 Property currently zoned as: _____

4 Message to the Seller: This statement is a disclosure of the condition of the above described Property known by the SELLER on
 5 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,
 6 and should not be accepted as a substitute for any inspections or warranties the BUYER(S) may wish to obtain. If you know
 7 something important about the Property that is not addressed on the Seller's Property Disclosure, add that information to the
 8 form. Prospective Buyers may rely on the information you provide.

9 Instructions: (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available
 10 supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a
 11 question, use the comment lines to explain.

12 By signing below, you acknowledge that the failure to disclose known material information about the Property may result in liability.

13 Message to the Buyer: Although Seller's Property Disclosure is designed to assist the SELLER in disclosing all known material
 14 (important) facts about the Property, there are likely facts about the Property that the SELLER does not know. Therefore, it is
 15 important that you take an active role in obtaining the information about the Property.

16 Instructions: (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any
 17 incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the Seller's Property Disclosure. (5) Obtain
 18 professional inspections of the Property. (6) Investigate the surrounding area.

19 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.

Septic for Shop
 is under
 40x40
 3-4 laterals

None
 Does Not Transfer
 Working
 Not Working
 Don't Know

WATER SYSTEMS

Well/Pump Well - 2 on property
 Drinking yes Irrigation _____
 Location one is under well house front yard two by pole in pasture
 Depth 6-24-15
 Type _____
 If on well water, has water ever shown test results of contamination? ☐ Yes ☒ No
 Is the property connected to ☐ city ☐ rural water systems?
 Rural Water Transfer? ☐ Yes ☒ No Transfer Fee \$ 0
 Cistern _____
 Other _____

Comments: A pond was cleaned out 12-30-14 the water
well was plumbed to have a aerator fountain I don't know
the condition now.

DRAINAGE/SEWAGE SYSTEMS

Sewer Lines _____
 Septic/Laterals TANKS side of trees. NO of house Laterals are N. of trees
 Lagoon _____
 Tank Size _____ Location _____
 # 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 Comments: _____
- 53 _____

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 Comments: _____
- 66 _____

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 ☐ ☐ ☒
- 76 Comments: _____
- 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 ☐ ☒
- 83 ☐ ☒ Have you been notified of any condition which may result in an increase in assessments?
- 84 Comments: _____
- 85 _____

Seller's Initials

JB

CJB

Buyer's Initials

PART II - Continued

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

Yes No Don't Know

ENVIRONMENTAL CONDITIONS

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

- Asbestos
- Contaminated soil or water (including drinking water)
- Landfill or buried materials
- Methane gas
- Oil sheers in wet areas
- Radioactive material
- Toxic material disposal (e.g., solvents, chemicals, etc.)
- Underground fuel or chemical storage tanks
- EMFs (Electro Magnetic Fields)
- Gas or oil wells in area
- Other

To your knowledge, are any of the above conditions present near your property?

Comments: _____

MISCELLANEOUS

To your knowledge:

- Are there any gas/oil wells on the property or adjacent property?
- Is the present use of the property a non-conforming use?
- Are there any violations of local, state or federal government laws or regulations relating to this property?
- Is there any existing or threatened legal or regulatory action affecting this property?
- Are there any current special assessments or do you have knowledge of any future assessments?
- Are there any proposed or pending zoning changes on this or adjacent property?
- Are any local, state, or federal agencies requiring repairs, alterations or corrections of any existing conditions?
- Are there any diseased or dead trees or shrubs?
- Is the property located in an area where public authorities have or are contemplating condemnation proceedings?
- Are there any facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property? If yes, please explain below.

Comments: Highway to & from towns

Seller Owns:

Mineral Rights:

_____ % pass with the land to the Buyer _____ % remain with the Seller
 _____ % are owned by third party _____ unknown

Are there any oil, gas, or wind leases of record or Other? Please explain: _____

Crops planted at the time of sale:

_____ pass with the land to the Buyer _____ remain with the Seller
 _____ none _____ negotiable
 _____ Other (please describe): _____

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

Water Rights:

_____ pass with the land to the Buyer - Permit # _____
 _____ remain with the Seller - Permit # _____
 _____ have been terminated

Comments: _____

Seller's Initials

JB

CFB

Buyer's Initials

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 ^{Authentisign} Jeffrey Base 03/11/2022 Carlo Base 2-8-22
 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 Carlo Base 2-8-22 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: 5573 SE 70th St. - Kingman, KS 67068

DOES THE PROPERTY HAVE A WELL? YES X NO

If yes, what type? Irrigation Drinking X Other

Location of Well: under the well house in the front yard

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

If yes, what type? Septic X Lagoon

Location of Lagoon/Septic Access: Tank is north of the house south of the
trees laterals are north of the trees
Clean out in Rock bed S of front door

Authentisign

Jeffrey Base

03/11/2022

Owner

Date

Owner

Date

Carly Base

2-8-22



CALL BEFORE YOU WIRE FUNDS

PROTECT YOUR MONEY WITH THESE TWO STEPS

1. At the first meeting with your Realtor®, obtain the phone number of your real estate agent and your escrow officer.
2. PRIOR to wiring funds, call the known phone number to speak directly with your escrow officer to confirm wire instructions.

WHAT TO EXPECT FROM SECURITY 1ST TITLE WHEN YOU WIRE FUNDS.

1. To protect your business and customer's information, we will only provide wire instructions to the customer.
2. We will NOT randomly send wire instructions without a request from the customer.
3. We will NOT provide wire instructions if we do not have a signed **Wire Fraud Alert Form** for the party requesting the wire instructions.
4. We will NOT change the wire instructions in the middle of the transaction.
5. If a Buyer/Seller does receive wire instructions:
 - Wire instructions will be given verbally over the phone or sent securely via secured email.
 - The customer needs to verify our phone number at a trusted source like our website, security1st.com
 - Before sending funds, they need to call the verified office number to verify the wire instructions.

**NEVER WIRE FUNDS WITHOUT FIRST CALLING A KNOWN NUMBER FOR YOUR ESCROW OFFICER
TO CONFIRM THE WIRE INSTRUCTIONS. DO NOT RELY ON EMAIL COMMUNICATIONS.**

The undersigned, hereby authorizes Security 1st Title to communicate regarding my real estate closing transaction via electronic communications (cell phone number, e-mail or text message). I understand that this means Security 1st Title will only communicate with me via the authorized cell phone number and email address listed below.

I also acknowledge receipt of this notice and the risks associated with, and the vulnerabilities of electronic transfer of funds. The undersigned further agree that if electronic transfer of funds is utilized in this transaction, they hereby hold Security 1st Title harmless from all claims arising out of inaccurate transfer instructions, fraudulent taking of said funds and/or any other damage relating to the conduct of third parties influencing the implementation of transfer instructions.

Buyer/Seller Name

Buyer/Seller Name

Authorized Email Address

Authorized Email Address

Authorized Phone Number

Authorized Phone Number

Property Address

File Number

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>

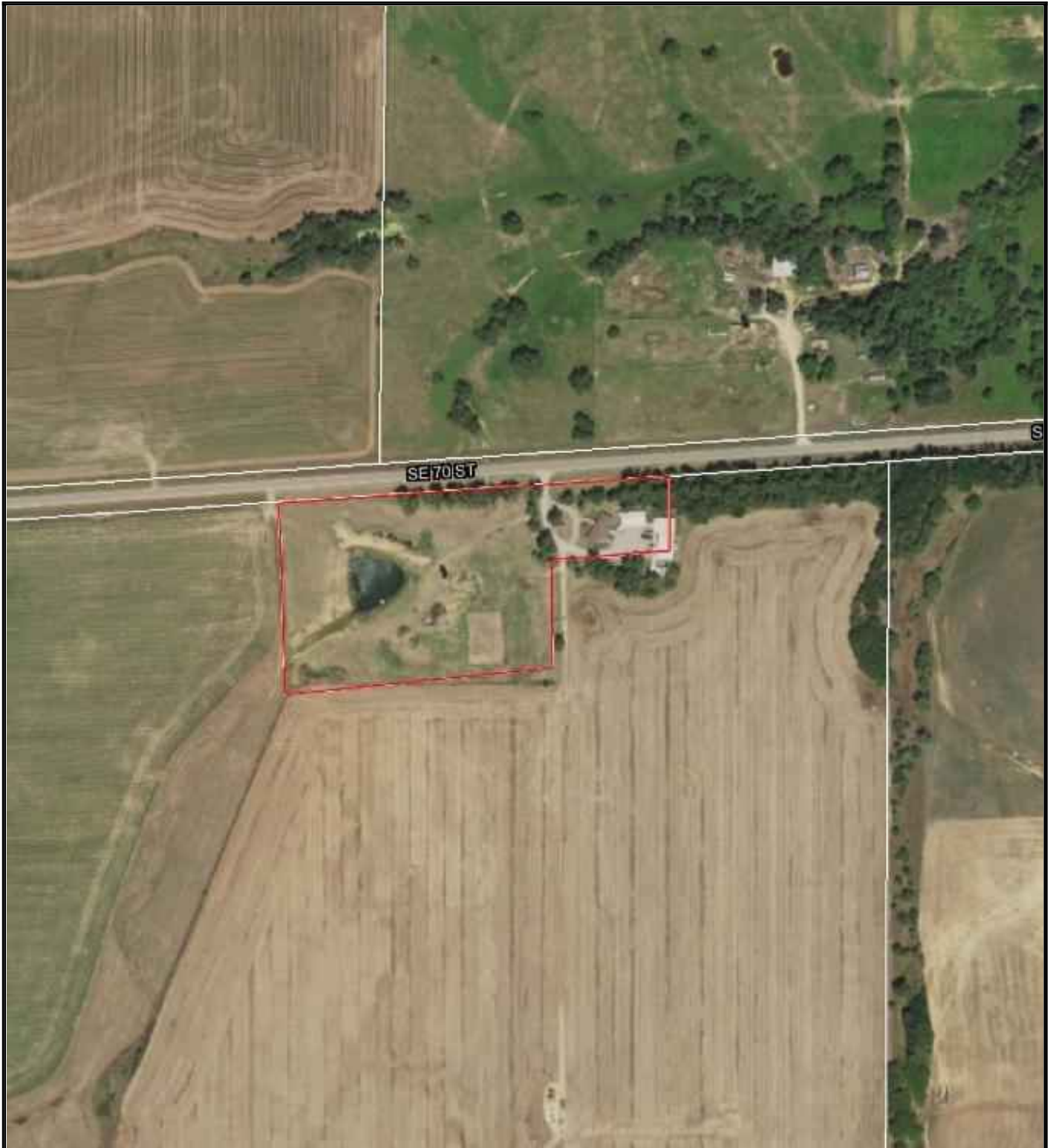
**5573 SE 70th St, Kingman, KS 67068 | Zoning: A1
Agricultural**



2/11/2022

5573 SE 70th St., Kingman, KS 67068

Flood: No Digital Data Available



2/11/2022

5573 SE 70th St., Kingman, KS 67068 | Aerial Map



2/11/2022

TERMS AND CONDITIONS

1. Any person who registers or bids at this auction (the "Bidder") agrees to be bound by these Terms and Conditions and any auction announcements. 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.
2. Auction announcements or postings take precedence over anything previously stated or printed, including these Terms and Conditions. In the event of a conflict between these Terms and Conditions and any other rules, terms, or agreements governing the use of the online bidding platform, these Terms and Conditions govern.
3. The real estate offered for sale at auction (the "Real Estate") is legally described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy Real Estate & Auction, LLC ("McCurdy") at Bidder's request.
4. 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 the owner of the Real Estate (the "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.
5. 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.
6. It is the sole responsibility of Bidder to monitor McCurdy's website with respect to any updates or information regarding any Real Estate on which Bidder is bidding. Bidder acknowledges that information regarding the Real Estate may be updated or changed on McCurdy's website at any time prior to the conclusion of bidding and that Bidder has timely reviewed the Real Estate information or assumes the risk of not having done so.

7. Once submitted, a bid cannot be retracted.
8. 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.
9. The Real Estate is not offered contingent upon financing.
10. 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, by 4:00 p.m. (CST) on the business day following the auction. 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.
11. 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.
12. 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.
13. 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.
14. Bidder authorizes McCurdy to film, photograph, or otherwise record the auction or components of the auction process and to use those films, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
15. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy by returning the completed Broker Registration Form no later than 5 p.m. on the business day prior to the either the auction or scheduled closing time for an online auction, as the case may be. The Broker Registration Form is available on McCurdy's website.
16. 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.
17. 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.

18. McCurdy has the right to establish all bidding increments.
19. 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.
20. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
21. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
22. These Terms and Conditions are binding on Bidder and on Bidder’s partners, representatives, employees, successors, executors, administrators, and assigns.
23. 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.
24. 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 auctions@mccurdy.com.
25. 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.
26. 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.
27. 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.

28. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set out in these Terms and Conditions by 4:00 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.
29. 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.
30. 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*)

