

PROPERTY INFORMATION PACKET **THE DETAILS**



4817 N. K-15 | Newton, KS 67144

AUCTION: BIDDING OPENS: Thurs, May 12th @ 2:00 PM

BIDDING CLOSING: Thurs, May 26th @ 2:20 PM

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



McCurdy
REAL ESTATE & AUCTION



Table of Contents

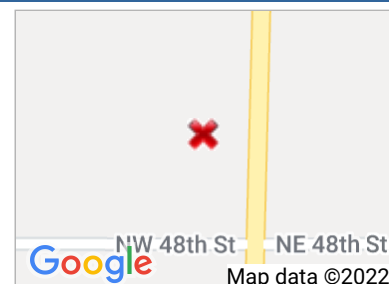
PROPERTY DETAIL PAGE
SELLER'S PROPERTY DISCLOSURES
LEAD-BASED PAINT DISCLOSURE
WATER WELL ORDINANCE
WELL INSPECTION REPORT
SECURITY 1 ST TITLE WIRE FRAUD ALERT
AVERAGE UTILITIES
FSA REPORT
ZONING MAP
FLOOD ZONE MAP
AERIAL MAP
TERMS AND CONDITIONS
GUIDE TO AUCTION COSTS

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 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 2



MLS # 610971
Status Active
Contingency Reason
Area H11 - NW Suburban HAR
Address 4817 N K-15 HWY
Address 2
City Newton
Zip 67114
Asking Price \$0
Original Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms	4	Approx. AGLA	2080
Total Bedrooms	4.00	AGLA Source	Court House
AG Full Baths	1	Approx. BFA	1008.00
AG Half Baths	1	BFA Source	Court House
Total Full Baths	1	Approx. TFLA	3,088
Total Half Baths	1	Lot Size/SqFt	1607364
Total Baths	2	Number of Acres	36.90
Old Total Baths			
Garage Size	2		
Basement	Yes - Partially Finished		
Levels	1 - 1/2 Story		
Approximate Age	81+ Years		
Acreage	10.01 or More		

GENERAL

List Agent - Agent Name and Phone	Megan Rae Niedens - OFF: 316-683-0612	List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600
Co-List Agent - Agent Name and Phone		Co-List Office - Office Name and Phone	
Showing Phone	1-800-301-2055	Model Home Phone	
Year Built	1900	Builder	
Est. Completion Date		Building Permit Date	
Parcel ID	04002-9-29-0-00-00-005.00-0	School District	Hesston School District (USD 460)
Elementary School	Hesston	Middle School	Hesston
High School	Hesston	Subdivision	NONE LISTED ON TAX RECORD
Legal	Long Legal See Taxes	Realtor.com Y/N	Yes
Display on Public Websites	Yes	Display Address	Yes
VOW: Allow AVM	Yes	VOW: Allow 3rd Party Comm	Yes
Variable Comm	Non-Variable	Virtual Tour Y/N	
Days On Market	64	HotSheet Date	5/5/2022
Price Date	5/5/2022		

ROOMS

Master Bedroom Level	Main	Master Bedroom Dimensions	9.4 x 13.5
Master Bedroom Flooring	Carpet	Living Room Level	Main
Living Room Dimensions	17.4 x 13.4	Living Room Flooring	Carpet
Kitchen Level	Main	Kitchen Dimensions	17.6 x 14.1
Kitchen Flooring	Tile	Room 1 Type	
Room 2 Type		Room 3 Type	
Room 4 Level	Main	Room 4 Type	Bedroom
Room 4 Dimensions	7.2 x 12.8	Room 4 Flooring	Carpet
Room 5 Level	Upper	Room 5 Type	Bedroom
Room 5 Dimensions	13.5 x 29.10	Room 5 Flooring	Carpet
Room 6 Level	Upper	Room 6 Type	Bedroom
Room 6 Dimensions	10.2 x 29.10	Room 6 Flooring	Carpet
Room 7 Level	Main	Room 7 Type	Dining Room
Room 7 Dimensions	13.5 x 13.5	Room 7 Flooring	Carpet
Room 8 Level	Main	Room 8 Type	Laundry
Room 8 Dimensions	7.9 x 9.3	Room 8 Flooring	Concrete
Room 9 Level	Basement	Room 9 Type	Family Room
Room 9 Dimensions	16.11 x 18.7	Room 9 Flooring	Laminate - Other
Room 10 Level	Basement	Room 10 Type	Rec. Room

ROOMS			
Room 10 Dimensions	13 x 26.7	Room 10 Flooring	Carpet
Room 11 Level		Room 11 Type	
Room 11 Dimensions		Room 11 Flooring	
Room 12 Level		Room 12 Type	
Room 12 Dimensions		Room 12 Flooring	

DIRECTIONS
Directions (Newton) North of Newton. The Northwest corner of K-15 and NW 48th St.

FEATURES			
ARCHITECTURE Traditional	UTILITIES Lagoon Private Water	KITCHEN FEATURES Desk Range Hood Electric Hookup Laminate Counters	PROPOSED FINANCING Other/See Remarks
EXTERIOR CONSTRUCTION Vinyl/Metal Siding	BASEMENT / FOUNDATION Full Std Bsmt Window no-egress	APPLIANCES Dishwasher Disposal Refrigerator Range/Oven	WARRANTY No Warranty Provided
ROOF Composition	BASEMENT FINISH Bsmt Rec/Family Room Bsmt Bonus Room	MASTER BEDROOM Master Bdrm on Main Level	OWNERSHIP Individual
LOT DESCRIPTION Standard	COOLING Window/Wall Unit Electric	LAUNDRY Main Floor Separate Room 220-Electric	PROPERTY CONDITION REPORT Yes
FRONTAGE Paved Frontage	HEATING Baseboard/Wall Electric	INTERIOR AMENITIES Ceiling Fan(s) Closet-Cedar Closet-Walk-In Fireplace Doors/Screens Window Coverings-Part	DOCUMENTS ON FILE Lead Paint Sellers Prop. Disclosure
EXTERIOR AMENITIES Covered Patio Guttering Security Light Storage Building(s) Storm Door(s) Storm Windows/Ins Glass Outbuildings	DINING AREA Eating Space in Kitchen Formal	POSSESSION At Closing	SHOWING INSTRUCTIONS Appt Req-Call Showing #
GARAGE Attached Side Load	FIREPLACE One Family Room Woodburning Blower		LOCKBOX Combination
FLOOD INSURANCE Unknown			TYPE OF LISTING Excl Right w/o Reserve
			AGENT TYPE Sellers Agent

FINANCIAL			
Assumable Y/N	No	HOA Y/N	No
Currently Rented Y/N	No	Yearly HOA Dues	
Rental Amount		HOA Initiation Fee	
General Property Taxes	\$2,473.30	Home Warranty Purchased	Unknown
General Tax Year	2021	Earnest \$ Deposited With	Security 1st Title
Yearly Specials	\$36.00		
Total Specials	\$36.00		

PUBLIC REMARKS
Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Thursday, May 12th, 2022 at 2 PM (cst) BIDDING CLOSING: Thursday, May 26th, 2022 at 2:20 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!!! NO MINIMUM, NO RESERVE!!! Wow! What an amazing opportunity to purchase this former cattle operation selling regardless of price to the highest bidder! This nearly 37-acre piece of land sits just north of Newton off K15 HWY. The property features a 1.5-story home, multiple outbuildings, and endless possibilities. HOME: 1.5 story picturesque farm home Over 3,000 square feet Large covered front porch Attached 2-car, side load, garage Spacious living room Formal dining room Large kitchen with eating space, a desk, and a buffet Appliances included: refrigerator, oven, dishwasher Main floor separate laundry room with a sink Main floor primary bedroom, second bedroom, and a full bathroom with a tub Upper level with third and fourth nice sized bedrooms and a half bathroom Full basement with a big bonus room, a family room with a fireplace and built-ins Storage room Lagoon Drinking well LAND: 36.9 +/- Acres! Approximately 20 acres of tillable land Silos Multiple outbuildings The lagoon was inspection by Harvey County and revealed non-compliant conditions. The buyer will be required to comply with the inspection report which can be found in the property information packet. The personal use well was also inspected by Harvey County and passed inspection. Rural water available. Buyer would need to coordinate and pay for hooking on and running line. Water shed southwest of home for well. Seller keeps heater in watershed and shed is on neighbors property Crops planted at the time of sale will remain with the farmer through the fall harvest. *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	Absolute
Method of Auction	Online Only

Auction Location www.mccurdy.com
Auction Offering Real Estate Only
Auction Date 5/12/2022
Auction Start Time 2:00 PM
Broker Registration Req Yes
Buyer Premium Y/N Yes
Premium Amount 0.10
Earnest Money Y/N Yes
Earnest Amount %/\$ 15,000.00

1 - Open Start Time
1 - Open End Time

TERMS OF SALE

Terms of Sale See associated documents.

ADDITIONAL PICTURES





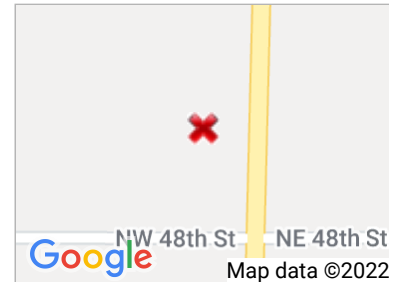
DISCLAIMER

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MLS PIP



MLS # 610974
Class Land
Property Type Farm
County Harvey
Area H11 - NW Suburban HAR
Address 4817 N K-15
Address 2
City Newton
State KS
Zip 67114
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 3



GENERAL

List Agent - Agent Name and Phone	Megan Rae Niedens - OFF: 316-683-0612	Realtor.com Y/N	Yes
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Display on Public Websites	Yes
Co-List Agent - Agent Name and Phone		Display Address	Yes
Co-List Office - Office Name and Phone		VOW: Allow 3rd Party Comm	Yes
Showing Phone	1-800-301-2055	Variable Comm	Non-Variable
Zoning Usage	Single Family	Virtual Tour Y/N	
Parcel ID	04002-9-29-0-00-00-005.00-0		
Number of Acres	36.90		
Price Per Acre	0.00		
Lot Size/SqFt	1607364		
School District	Hesston School District (USD 460)		
Elementary School	Hesston		
Middle School	Hesston		
High School	Hesston		
Subdivision	NONE		
Legal	LONG LEGAL SEE TAXES		

DIRECTIONS

Directions (Newton) North of Newton. The Northwest corner of K-15 and NW 48th St.

FEATURES

SHAPE / LOCATION Rectangular	IMPROVEMENTS Fencing	SALE OPTIONS Other/See Remarks	AGENT TYPE Sellers Agent
TOPOGRAPHIC Level	OUTBUILDINGS None	PROPOSED FINANCING Other/See Remarks	OWNERSHIP Individual
PRESENT USAGE Recreational Tillable	MISCELLANEOUS FEATURES Other/See Remarks	POSSESSION At Closing	TYPE OF LISTING Excl Right w/o Reserve
ROAD FRONTAGE Paved County	DOCUMENTS ON FILE Aerial Photos Sellers Prop. Disclosure	SHOWING INSTRUCTIONS Call Showing #	BUILDER OPTIONS Open Builder
UTILITIES AVAILABLE Electricity	FLOOD INSURANCE Unknown	LOCKBOX Combination	

FINANCIAL

Assumable Y/N	No
General Taxes	\$2,473.30
General Tax Year	2021
Yearly Specials	\$36.00
Total Specials	\$36.00
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Security 1st Title

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MARKETING REMARKS

Marketing Remarks

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview
Method of Auction	Online Only	1 - Open/Preview Date
Auction Location	mccurdy.com	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	5/12/2022	2 - Open for Preview
Auction Start Time	2 PM	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	05/25/2022 @ 5 PM	2 - Open End Time
Buyer Premium Y/N	Yes	3 - Open for Preview
Premium Amount	0.10	3 - Open/Preview Date
Earnest Money Y/N	Yes	3 - Open Start Time
Earnest Amount %/\$	15,000.00	3 - Open End Time

TERMS OF SALE

Terms of Sale See associated documents.

PERSONAL PROPERTY

Personal Property

SOLD

How Sold	Selling Agent - Agent Name and Phone
Sale Price	Co-Selling Agent - Agent Name and Phone
Net Sold Price	Selling Office - Office Name and Phone
Pending Date	Co-Selling Office - Office Name and Phone
Closing Date	Appraiser Name
Short Sale Y/N	Non-Mbr Appr Name
Seller Paid Loan Asst.	
Previously Listed Y/N	
Includes Lot Y/N	
Sold at Auction Y/N	

ADDITIONAL PICTURES







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Seller's Property Disclosure

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 4817 N. K-15 - Newton, KS 67114

Seller: C. Kaylene Dicken

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			
☐	☐	☒ ☐ ☐ Disposal	☐	☐	☒ ☐ ☐ Smoke/Fire Detectors		
☐	☐	☒ ☐ ☐ Dishwasher	☐	☐	☒ ☐ ☐ Light Fixtures		
☐	☐	☒ ☐ ☐ Oven	☐	☐	☒ ☐ ☐ Switches/Outlets		
☐	☐	☒ ☐ ☐ Range (Circle One) ☐ Gas ☒ Electric	☐	☐	☒ ☐ ☐ Ceiling Fan(s)		
☐	☒	☐ ☐ ☐ Microwave	☒ ☐	☐ ☐ ☐ Bathroom Vent Fan(s)	☐	☒ ☐ ☐ Telephone Wiring/Blocks/Jacks	
☐	☐	Built in (Circle One) ☐ YES ☐ NO	☐	☒ ☐ ☐ Door Bell	☐	☒ ☐ ☐ Intercom	
☐	☐	☐ ☐ ☒ Range Hood	☒ ☐	☐ ☐ ☐ Garage Door Opener	☐	# of Remotes: Keypad Entry: (Circle One) ☐ YES ☒ NO	
☐	☐	Vented Outside (Circle One) ☐ YES ☐ NO	☐	☒ ☐ ☐ Aluminum Wiring	☐	☐	☐ ☐ ☐ Copper Wiring
☐	☒	☐ ☐ ☐ Kitchen Refrigerator	☐	☐	☒ ☐ ☐ 220 Volt	☐	☒ ☐ ☐ Service Panel Total Amps
☐	☒	☐ ☐ ☐ Clothes Washer	☐	☐	☒ ☐ ☐ Security System	☐	(Circle One) ☐ Own ☐ Rent/Financed
☐	☒	☐ ☐ ☐ Clothes Dryer	☐	☐	☐	☐	Company
☒	☐	☐ ☐ ☐ Trash Compactor	☐	☐	Comments:		
☒	☐	☐ ☐ ☐ Central Vacuum	☐	☐			
☒	☐	☐ ☐ ☐ Exterior Attached Gas Grill	☐	☐			
☐	☐	Other: _____	☐	☐			
☐	☐	Other: _____	☐	☐			
☐	☐	Other: _____	☐	☐			
☐	☐	Other: _____	☐	☐			
Comments:							

BUYER'S INITIALS: _____

Pg 1 of 7

SELLER'S INITIALS: CKD _____

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	Don't Know		None	Does Not Transfer	Working	Not Working	Don't Know	
☐	☐	☒	☐	☐	Sewage Systems	☒	☐	☐	☐	☐	Cooling System
☐	☐	☒	☐	☐	Sump Pump						Type
☒	☐	☐	☐	☐	Backup Sump Pump/Battery						Age
☐	☐	☒	☐	☐	Plumbing	☐	☐	☒	☐	☐	Heating System
					Type	<u>electric</u>					Type
☐	☐	☒	☐	☐	Water Heater (Circle One) ☒ Elect ☐ Gas					☒	Age
					Size & Age	☐	☐	☒	☐	☐	Window/Wall Air Conditioning Units
☒	☐	☐	☐	☐	Instant Hot Water	☒	☐	☐	☐	☐	Electronic Air Filter
☐	☐	☒	☐	☐	Water Softener	☒	☐	☐	☐	☐	Humidifier
					(Circle One) ☐ Own ☒ Rent/Lease	☐	☐	☐	☐	☒	Fireplace
					<u>S&L-McPherson</u> Company	☒	☐	☐	☐	☐	Fireplace Insert
☒	☐	☐	☐	☐	Water Purifier/Reverse Osmosis	☒	☐	☐	☐	☐	Wood burning Stove
☒	☐	☐	☐	☐	Underground Sprinkler System					☒	Chimney/Flue - Date Last Cleaned
					Backflow Device (Circle One) ☐ YES ☒ NO	☒	☐	☐	☐	☐	Gas Log Lighter
					Date Last Tested or Inspected	☒	☐	☐	☐	☐	Whole House Attic Fan
☒	☐	☐	☐	☐	Pool Equipment	☒	☐	☐	☐	☐	Solar Equipment
☒	☐	☐	☐	☐	Hot Tub/Spa	☒	☐	☐	☐	☐	Propane Tank
Comments:						(Circle One) ☐ Own ☐ Rent/Lease Company					
						Comments:					
MEDIA											
		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							
☐	☐	☐	☐	☒	Satellite Dish						
☐	☐	☐	☐	☒	# of Rcvs/Remotes						
☐	☐	☐	☒	☐	Attached Antennas						
☐	☐	☐	☒	☐	Cable TV Wiring/Jacks						
☒	☐	☐	☐	☐	Attached Television Mount(s)						
☒	☐	☐	☐	☐	Projector(s)						
☒	☐	☐	☐	☐	Projector Screen(s)						
☒	☐	☐	☐	☐	Surround Sound Speakers						
☒	☐	☐	☐	☐	Wired for Surround Sound						
Comments:											
						Any Additional Comments for Part I:					

BUYER'S INITIALS: _____

 SELLER'S INITIALS: CKD

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? _____
Indicate all that apply: ☐ Basement ☐ Crawl Space ☐ 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?
☐	☒	☐	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: <u>Added gutters, stopped water coming into basement</u>			
YES	NO	DON'T KNOW	SECTION 2 ROOF/INSULATION
☐	☒	☐	Age: <u>220 years</u> 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: <u>1991</u> (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: <u>Fireplace hasn't been used or cleaned in many years</u>			
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: <u>unknown</u>
Additional Comments: <u>Previous water in basement caused some visible mold. Not indication of any since leaks stopped.</u>			

BUYER'S INITIALS: _____

Pg 3 of 7

SELLER'S INITIALS: CKD

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: <u>south of house</u> Depth: <u>unknown</u>
			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: _____
			Tank Size: _____ Location: _____
			# feet laterals: _____ # Feet infiltrators: _____ Location: _____
☒	☐	☐	Is the property connected to a lagoon system? Location: <u>north of house</u>
☐	☒	☐	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
<i>To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)</i>			
☐	☒	☐	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.) <u>previous</u> ☒ BASEMENT ☐ CRAWL SPACE
☐	☒	☐	Any accumulation of water within the basement/crawl space?
☒	☐	☐	Sump Pump(s) Location(s): <u>Basement</u>
☐	☒	☐	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:			
<u>General pest control</u>			

BUYER'S INITIALS: _____

Pg 4 of 7

SELLER'S INITIALS: 2/18

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 7
ENVIRONMENTAL CONDITIONS			
☐	☒	☐	Is the property located in a subdivision with a master drainage plan?
☐	☐	☐	If YES, is the property in compliance?
☒	☐	☐	Has the property ever had any drainage problems during your ownership? (If YES, explain below.)
☐	☒	☐	Are there any producing or non-producing gas/oil wells on the property or adjacent property?
☒	☐	☐	Do mineral rights convey to buyer? If NO, please define: _____
Groundwater contamination has been detected in several areas in the State of Kansas.			
☐	☒	☐	Are you aware of groundwater contamination or other environmental concerns?
☐	☒	☐	Any reports or records pertaining to groundwater contamination or other environmental concerns?
☒	☐	☐	Are there any diseased or dead trees and shrubs?
To your knowledge, are any of the following substances, materials, products on the real property? (YES or NO Only.)			
☐	☒	☐	Asbestos
☐	☒	☐	Contaminated soil or water (including drinking water)
☐	☒	☐	Landfill or buried materials
☐	☒	☐	Lead-based paint (If YES, attach disclosure.)
☐	☒	☐	Radon gas in house or well If YES, has mitigation been performed? (Mark One) ☐ YES ☐ NO
☐	☒	☐	Methane Gas
☐	☒	☐	Oil sheers in wet areas
☐	☒	☐	Radioactive material
☐	☒	☐	Toxic material disposal (solvents, chemicals, etc.)
☐	☒	☐	Underground fuel or chemical storage tanks
☐	☒	☐	EMFs (Electro Magnetic Fields)
☐	☒	☐	Urea formaldehyde foam insulation (UFFI)
☐	☐	☐	Other: _____
☐	☒	☐	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?
☐	☒	☐	To your knowledge, are any of the above conditions present near your property?
Comments: <i>added gutters, dirt work around foundation</i>			
<i>Trees - normal Palm trees and shrubs</i>			
SECTION 8			
YES	NO	DON'T KNOW	BOUNDARIES/LAND
☐	☒	☐	Have you had a survey of the property? (If YES, attach copy if available.)
☐	☒	☐	Are the boundaries of your property marked in any way?
☒	☐	☐	Is there any fencing on the boundaries of the property?
☒	☐	☐	Does fencing belong to the property? If YES, which sides? _____
☒	☐	☐	Are there any features of the property shared in common with adjoining landowners, such as, walls, fences, roads, driveways? (If YES, explain below.)
☐	☐	☒	Is the property owner responsible for maintenance of any such shared feature(s)?
☐	☒	☐	To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
☐	☒	☐	To your knowledge, is any portion of the property located in a federally designated flood plain?
☐	☒	☐	Do you currently, or have you ever, paid flood insurance for the property?
☐	☒	☐	To your knowledge, is any portion of the property located in a designated wetlands area?
☐	☒	☐	Do you know of any of the following items that have occurred on the property or in the immediate area? (Mark all that apply.)
☐ EXPANSIVE SOIL		☐ EARTH MOVEMENT	
☐ FILL DIRT		☐ UPHEAVAL	
☐ SLIDING		☐ EARTH STABILITY PROBLEMS	
☐ SETTLING			
Comments: <i>shared entrance drive with owner of large shed</i>			

BUYER'S INITIALS: _____

Pg 5 of 7

SELLER'S INITIALS: *PKL*

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 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: <u>Stove, dish washer, refrigerator</u>
☐	☒	☐	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 holistic, 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:			

BUYER'S INITIALS: _____

Pg 6 of 7

SELLER'S INITIALS: CKA

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

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: C. Kayden Nickerson SELLER: C. Kayden Nickerson 3-1-2022
 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.

255

SELLER'S PROPERTY DISCLOSURE STATEMENT - for Land Only

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 4817 N. K-15 - Newton, KS 67114

Seller: C. Kaylene Dicken

Date of Purchase: _____

Property currently zoned as: _____

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 _____
☐ ☐ ☒ ☐ ☐ Drinking _____ Irrigation _____
Location South of House, near road
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?
Rural Water Transfer? ☐ Yes ☐ No Transfer Fee \$ _____
☒ ☐ ☐ ☐ ☐ Cistern _____
☐ ☐ ☐ ☐ ☐ Other _____
Comments: _____

DRAINAGE/SEWAGE SYSTEMS

☒ ☐ ☐ ☐ ☐ Sewer Lines _____
☒ ☐ ☐ ☐ ☐ Septic/Laterals _____
☐ ☐ ☒ ☐ ☐ Lagoon Needs repair (tree removal) and fencing
☐ ☐ ☐ ☐ ☐ Tank Size _____ Location _____
☐ ☐ ☐ ☐ ☐ # Feet of Laterals _____
☐ ☐ ☐ ☐ ☐ Other _____
☐ ☐ ☐ ☐ ☐ Other _____
Comments: _____

Seller's Initials

CKD

Buyer's Initials

Yes
No
Don't Know

Yes No

Yes **No** **Don't**

- Yes No

Yes **No** **Don't**

- Yes No

Yes No

- Yes No

Yes No

- Yes No

CKD

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?

- | | | | |
|----|--------------------------|-------------------------------------|--|
| 86 | | | |
| 87 | | | |
| 88 | ☐ | ☒ | Asbestos |
| 89 | ☐ | ☒ | Contaminated soil or water (including drinking water) |
| 90 | ☐ | ☒ | Landfill or buried materials |
| 91 | ☐ | ☒ | Methane gas |
| 92 | ☐ | ☒ | Oil sheers in wet areas |
| 93 | ☐ | ☒ | Radioactive material |
| 94 | ☐ | ☒ | Toxic material disposal (e.g., solvents, chemicals, etc.) |
| 95 | ☐ | ☒ | Underground fuel or chemical storage tanks |
| 96 | ☐ | ☒ | EMFs (Electro Magnetic Fields) |
| 97 | ☐ | ☒ | Gas or oil wells in area |
| 98 | ☐ | ☒ | Other |
| 99 | ☐ | ☒ | To your knowledge, are any of the above conditions present near your property? |

Comments: _____

MISCELLANEOUS

To your knowledge:

- | | | | |
|-----|-------------------------------------|-------------------------------------|---|
| 102 | | | |
| 103 | | | |
| 104 | ☐ | ☒ | Are there any gas/oil wells on the property or adjacent property? |
| 105 | ☐ | ☒ | Is the present use of the property a non-conforming use? |
| 106 | ☐ | ☒ | Are there any violations of local, state or federal government laws or regulations relating to this property? |
| 107 | ☐ | ☒ | Is there any existing or threatened legal or regulatory action affecting this property? |
| 108 | ☐ | ☒ | Are there any current special assessments or do you have knowledge of any future assessments? |
| 109 | ☐ | ☒ | Are there any proposed or pending zoning changes on this or adjacent property? |
| 110 | ☐ | ☒ | Are any local, state, or federal agencies requiring repairs, alterations or corrections of any existing conditions? |
| 111 | ☒ | ☐ | Are there any diseased or dead trees or shrubs? |
| 112 | ☐ | ☒ | Is the property located in an area where public authorities have or are contemplating condemnation proceedings? |
| 113 | | | |
| 114 | ☐ | ☒ | 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: _____

Seller Owns:

- | | | | |
|-----|--------------------------|--------------------------|--|
| 118 | | | |
| 119 | ☐ | ☐ | Mineral Rights: |
| 120 | | | _____ % pass with the land to the Buyer _____ % remain with the Seller |
| 121 | | | _____ % are owned by third party ☒ unknown |
| 122 | ☐ | ☐ | Are there any oil, gas, or wind leases of record or Other? Please explain: _____ |

- | | | | |
|-----|-------------------------------------|--------------------------|--|
| 123 | | | |
| 124 | ☒ | ☐ | Crops planted at the time of sale: |
| 125 | | | _____ pass with the land to the Buyer _____ remain with the Seller |
| 126 | | | _____ none _____ negotiable |
| 127 | | | ☒ Other (please describe): <u>remain with leasee through</u> |
| 128 | | | <u>fall harvest</u> |

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

Water Rights:

- | | | | |
|-----|-------------------------------------|--|--|
| 132 | | | |
| 133 | ☒ | | pass with the land to the Buyer - Permit # _____ |
| 134 | | | remain with the Seller - Permit # _____ |
| 135 | | | _____ have been terminated |

Comments: _____

Seller's Initials CKR Buyer's Initials _____

SELLER'S ACKNOWLEDGMENT

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

C. Kaylene Fushion 3-6-2002 C. Kaylene Fushion 3-6-2002
Seller Date Seller Date

OR

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. I have not occupied this property in _____ years and am not familiar with all conditions represented in this form.

Seller Date Seller Date

BUYER'S ACKNOWLEDGMENT AND AGREEMENT

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

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.

Seller's Initials C. K. F. Buyer's Initials _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

CKD (ii) X Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

CKD (ii) X Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) MW Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller	<u>C. Kaylene Decker</u>	Date	<u>3/2/2022</u>	Seller		Date	
Purchaser	<u>Melvin R. Nier</u>	Date	<u>3/2/22</u>	Purchaser		Date	
Agent		Date		Agent		Date	



McCurdy
REAL ESTATE & AUCTION

WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 4817 N. K-15 - Newton, KS 67114

DOES THE PROPERTY HAVE A WELL? YES X NO

If yes, what type? Irrigation X UGD Drinking X Other

Location of Well: SW of Home in Watershed on neighboring property

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

If yes, what type? Septic Lagoon X UGD

Location of Lagoon/Septic Access: North of Home

Owner

C. Kaylene Dickson

Date

3-2-2022

Owner

Date



Zoning & Environmental

DATE: May 2, 2022
INVOICE # 4817 N K15
FOR: Mortgage Inspection
BILL TO:

DESCRIPTION		AMOUNT
Mortgage Inspection		\$ 200.00
Sewer Permit- Repair or Replacement of Lagoon		100.00
Invoice sent to Security First to be settled at Closing.		
	SUBTOTAL	\$ 300.00
	TAX RATE	0.00%
	SALES TAX	-
	OTHER	-
	TOTAL	\$ 300.00

Make all checks payable to Harvey County. If you have any questions concerning this invoice, contact Karen Rothe 316-284-6940 or karenro@harveycounty.com

THANK YOU!



Harvey County

Environmental Property Exchange Inspection

Property Address: 4817 N K15

Date of Inspection: 4/11/2022

Reinspection:

Seller: Kaylene Dicken

Buyer:

Wastewater Lagoon: In Compliance With Harvey County Sanitation Code ☐ YES ☒ NO

Sizing Correct for Use ☒ YES ☐ NO Were setbacks in compliance? ☒ YES ☐ NO

Condition of Lagoon: ☐ Good ☒ Needs Maintenance ☐ Needs Repairs ☐ Poor - New System Needed

Fencing: ☐ No Fence or Incompliant fence- 48" high/ 2"x4" opening max ☐ No Gate or incompliant gate (min. 4ft width)
☒ Fencing Needs Repairs

Violations: ☐ Duck Weed Present ☐ Cattails Present ☒ Trees on Berm ☐ Trees in Water ☒ Vegetation over 6"

☐ Need to plant grass on berm ☐ Water Level Low- Add Water ☐ Water Level Low- May Need Bentonite

☐ Heavy Sludge - Removal Required ☐ Inlet pipe broken Number of Clean-Outs

System Repaired Following Inspection? ☐ YES ☐ NO

What work was completed?

Plans to bring system into Compliance? Lagoon either needs reworked to remove trees or

New system.

☒ Served by Private Well ☒ In Compliance ☐ Non-Compliant ☐ Property on RURAL Water. No Inspection Required.

Inspection Revealed the following concerns: ☐ Distances too close ☐ Sanitary Seal Compromised

☐ No Well Vent Present ☐ Casing Not 12" above ☐ Other: In well house.

Well on adjacent property. Has an easement for well.

Water Treatment Devices: ☐ Reverse Osmosis ☐ Water Softener ☐ UV or Distiller ☐ Filters

Water Analysis Results: E. coli ☐ Present - Unsafe Coliform ☐ Present - Unsafe

Nitrates 10 mg/l or less considered safe: 8.5 Safe for Human Consumption? Yes

Please Note: While the sewer system has been found to conform to the requirements of the Harvey County Sanitation Code, this does not guarantee the continued effectiveness of the system. Ultimately, it is the landowner's responsibility to insure his/her wastewater system functions properly and remains in compliance with the sanitary code. All Lagoons shall be maintained in good working order. All dikes shall be mowed. Any vegetation covering the surface of lagoon removed. All cattails and trees inside the must fence removed. Trees on the outside of the fence should be no less than 50 feet from fence and must allow air to flow across lagoon from all directions. No solid barriers. Sunlight and air must be able to reach lagoon for it to work properly.

Water Test and Wells: If the presence of **coliform bacteria** is found in the water it is unsafe for human consumption. Coliform in a sample indicates the possible presence of human disease organisms. The presence of coliform indicates the water system may be or has been open to the outside environment and potential contaminants.

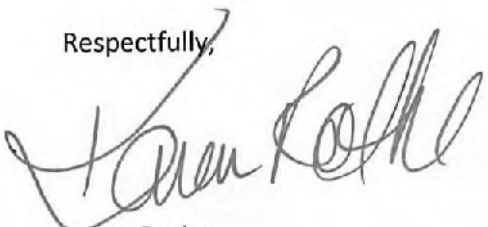
If **E. coli** is present, the presence of human disease organisms is probable - use an alternate water supply until the problem is resolved. The water supply should be disinfected by shock chlorination as soon as feasible. Retest the water for coliform bacteria after two weeks following chlorination.

Nitrate-Nitrogen levels above 10 mg/l is considered unsafe for human consumption. An alternate water supply or proper water treatment (Reverse Osmosis System) is recommended. Infants below the age of six months who drink water containing nitrate in excess of the MCL could become seriously ill and, if untreated, may die. Symptoms may include shortness of breath and "blue-baby" syndrome.

Wells used for human consumption should be tested yearly to insure a safe water source. Water testing kits are available through our office.

Reminder: If a new system is required due to failing system, a permit is required by Harvey County. All construction on the property requires a building permit.

Respectfully,



Karen Rothe

Planning, Zoning and Environmental

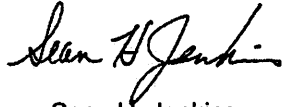
Feel free to contact our office with any questions you may have about your new home in rural Harvey County. Welcome to Harvey County!

Harvey County Planning & Zoning/Environmental Department
Phone 316-284-6940 * Email- karenro@harveycounty.com



1816 E. Wyatt Earp • PO Box 1397 • Dodge City, KS 67801
www.servitech.com

Phone: 620.227.7123
800.557.7509
Fax: 620.227.2047

Lab #: 003656		LABORATORY ANALYSIS REPORT		Report Date: 04/13/2022 05:34 p	
Send To: 8147		HARVEY CO ENV DEPT 800 N MAIN SUITE 104 PO BOX 687 NEWTON, KS 67114		 Sean H. Jenkins QA Manager	
Client Name: 4817 N K15 Sample ID: 4817 N K15 Location: Sampled: 04/11/2022 08:15 am Sampled By: KAREN ROTHE		Received: Submitted By: Invoice No: P.O. #:		04/12/2022 10:30 am UPS 383712	
Analysis		Result	Unit	MCL	SMCL
E. coli		ABSENT		0	N/A
Total Coliform		ABSENT		0	N/A
Nitrate Nitrogen, NO3-N		8.5	mg/L	10	N/A
Interpretations for Drinking Water (40 CFR 141)					
COLIFORM - SAFE: The absence of coliform bacteria in a sample indicates the probable absence of human disease organisms, so the water is considered safe for human consumption. The water supply is considered sanitary at the time of the test, but should be tested annually to monitor bacterial safety.					
NITRATE-NITROGEN: HIGH (7.0 - 10.0 mg/L NO3-N), SAFE: The U.S. Public Health Service considers drinking water with nitrate-nitrogen levels at or below 10 mg/L NO3-N (or nitrate levels at or below 45 ppm NO3) to be acceptable for unlimited consumption. Recommend that this water supply be tested routinely to confirm low nitrate concentrations.					
N/A = Not Applicable		MCL = Maximum Contamination Level (Primary standard, health effects)		SMCL = Secondary Maximum Contamination Levels (Non-health effects)	
Report formatted for regulatory compliance available upon request.					Page 1 of 1

The reported analytical results apply only to the sample as it was supplied.
The report may not be reproduced, except in full, without permission of ServiTech.

Your opinion is valuable to us. Please let us know what you think about our services! Send an email to feedback@servitech.com.

EASEMENT AGREEMENT

This Agreement made this 27 day of November, 1987,
between MIDLAND NATIONAL BANK, of Newton, Harvey County,
Kansas, hereinafter referred to as "GRANTOR," and C. KAYLENE
DICKEN, a single person, of Harvey County, Kansas, hereinafter
referred to as "GRANTEE."

WHEREAS, the Grantor is the owner of an easement
hereinafter described, over the following-described real
property located in Harvey County, Kansas, hereinafter
described as Tract II:

: Beginning at the Southeast Corner (SE/c) of
the Southwest Quarter (SW/4) of Section
Twenty-nine (29), Township Twenty-two (22)
South, Range One (1) East; thence West along
the South line of said Quarter Section 1496.5
feet; thence Northerly parallel to the East
line of said Quarter Section 223 feet; thence
Easterly parallel to the South line of said
Quarter Section 1496.5 feet to the East line
of said Quarter Section; thence Southerly
along the East line of said Quarter Section
223 feet to the point of beginning;

and

WHEREAS, the Grantor is the owner of the following
described real property (Tract I) located in Harvey County,
Kansas, said Tract I lying adjacent to Tract II above
described:

A tract of land lying in Harvey County, State
of Kansas, in the Southwest Quarter (SW/4) of
Section Twenty-nine (29), Township Twenty-two
(22) South, Range One (1) East, described as,
Beginning at a point 223 feet Northerly of
the Southeast Corner (SE/c) and along the
East line of the Southwest Quarter (SW/4) of
Section Twenty-nine (29), Township Twenty-two
(22), Range One (1) East of the Sixth (6th)
P.M., thence Westerly parallel to the South
line of said Quarter Section 1496.5 feet;
thence Southerly parallel to the East line of
said Quarter Section 223 feet; thence
Westerly along the South line of said Quarter
Section to the Southwest Corner (SW/c) of
Section Twenty-nine (29); thence Northerly
along the West line of said Section 792 feet,
thence Easterly 2648.9 feet to a point 748
feet North of the South Quarter (1/4) Corner
and on the East line of the Southwest Quarter
(SW/4) of said Section; thence South along
the East line of the Southwest Quarter (SW/4)
of Section Twenty-nine (29), 525 feet to the
point of beginning;

13925

HARVEY COUNTY, STATE OF KANSAS
This instrument was filed for record on
the 10 day of Nov A.D. 19 87
at 3 o'clock P. and duly recorded in
book 216 of 1144
GRT Page 134-136 Fee \$ 2.00
By [Signature] Deputy
Register of Deeds



and

WHEREAS, pursuant to the sale of Tract I to Grantee, Grantor has also agreed to sell, convey and transfer to Grantee the right to receive, use, and transfer by water line, water from an existing well on Tract II, said easement right presently belonging to Grantor; and

WHEREAS, the Grantor herein agrees to grant to Grantee her easement for the above stated purpose.

NOW, THIS DEED WITNESSED THAT the Grantor hereby grants and conveys unto Grantee the full and free right and authority to use and maintain an existing water line which is presently underground and existing between the residence located on Tract I, above described, and a water well which is located on Tract II, above described, and approximately fourteen (14) feet North and 261 feet West of the Southeast Corner (SE/c) of the Southwest Quarter (SW/4) of Section Twenty-nine (29), Township Twenty-two (22) South, Range One (1) East in Harvey County, Kansas. The easement and right herein granted shall include the perpetual right to enter on Tract II hereinbefore described at any time that Grantee may see fit for the sole purpose of maintaining and repairing the underground pipeline for the purpose of conveying water, together with the right to excavate the refill ditches and trenches for the purpose of maintaining said water line, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location and maintenance of said pipeline.

Said easement shall also include the right to Grantee to maintain, if necessary, the present water well and related equipment, and to receive water from the well for human consumption and kitchen use; for one household, but that the owner of Tract II, his heirs and assigns, have reserved the right to also use the water well herein described for human consumption and kitchen use for one household.

The easement described herein is perpetual and shall run with the land and shall be for the benefit and use of the owner

of the adjacent land described above, the same being Tract I,
his heirs and assigns.

IN WITNESS WHEREOF, the parties hereto have set their
hands the day and year first above written.

GRANTOR:

GRANTEE:

MIDLAND NATIONAL BANK

C. Kaylene Dicken
C. Kaylene Dicken

By: Robert G. Wall
Robert G. Wall
Senior Vice President

ACKNOWLEDGMENTS

STATE OF KANSAS)
COUNTY OF HARVEY) ss:

The foregoing instrument was acknowledged before me
this 2 day of December, 1987, by C. Kaylene Dicken.

My Appointment Expires:

April 17, 1991

Diana M. Fate
Notary Public



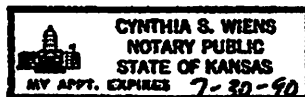
STATE OF KANSAS)
COUNTY OF HARVEY) ss:

The foregoing instrument was acknowledged before me
this 15 day of December, 1987, by Robert G. Wall, Senior
Vice President of Midland National Bank.

My Appointment Expires:

July 30, 1990

Cynthia S. Wiens
Notary Public





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>



AVERAGE MONTHLY UTILITIES

MISCELLANEOUS INFORMATION

Property Address: 4817 N. K-15 Hwy - Newton, KS 67114 (the "Real Estate")

Please provide below, to the best of your knowledge, the requested information related to the Real Estate.

	Utility Provider Company	12 Month Avg
Electric:	<u>Evergy</u>	<u>\$250 +/-</u>
Water & Sewer:	<u>Well & Lagoon</u>	<u></u>
Gas Propane:	<u>N/A</u>	<u></u>

If propane, is tank owned or leased? Owned Leased

If leased, please provide company name and monthly lease amount:

Appliances that Transfer:	Refrigerator?	Yes	No	Washer?	Yes	No
	Dishwasher?	Yes	No	Dryer?	Yes	No
	Stove/Oven?	Yes	No	Other?	<u></u>	
	Microwave?	Yes	No	<u></u>		

Homeowners Association: Yes ~~No~~

Dues Amount: Yearly Monthly Quarterly

Initiation Fee:

Are there any permanently attached items that will not transfer with the Real Estate (e.g. projector, chandelier, etc.)? NONE

Information provided has been obtained from a variety of sources. McCurdy has not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness.

Kansas

Harvey

Report ID: FSA-156EZ

U.S. Department of Agriculture

Farm Service Agency

Abbreviated 156 Farm Record

FARM: 1264

Prepared: 3/25/22 8:13 AM

Crop Year: 2022

Page: 1 of 2

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Operator Name

SAUERWEIN FARMS LLC

Farm Identifier

Farms Associated with Operator:

96, 131, 1834, 6346, 6471, 8805

ARC/PLC G//F Eligibility: Eligible

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
37.65	26.38	26.38	0.0	0.0	0.0	0.0	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP					
0.0	0.0	26.38	0.0	0.0					

ARC/PLC					
PLC	ARC-CO	ARC-IC	PLC-Default	ARC-CO-Default	ARC-IC-Default
NONE	WHEAT, CORN, SOYBN	NONE	NONE	NONE	NONE

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction	HIP
WHEAT	10.54	47	0.00	0
CORN	5.28	119	0.00	0
SOYBEANS	5.28	30	0.00	0
Total Base Acres:	21.1			

Tract Number: 1618 Description L3, S 47 A LESS 7 A IN SE CORNER SW1/4 29-22-1E

FSA Physical Location : Harvey, KS

ANSI Physical Location: Harvey, KS

BIA Range Unit Number:

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status: Tract does not contain a wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
37.65	26.38	26.38	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			
0.0	0.0	26.38	0.0	0.0			

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	10.54	47	0.00
CORN	5.28	119	0.00

Kansas

Harvey

Report ID: FSA-156EZ

U.S. Department of Agriculture

Farm Service Agency

Abbreviated 156 Farm Record

FARM: 1264

Prepared: 3/25/22 8:13 AM

Crop Year: 2022

Page: 2 of 2

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
SOYBEANS	5.28	30	0.00
Total Base Acres:	21.1		

Owners: DICKEN, C KAYLENE

Other Producers: None

Harvey County, Kansas



Common Land Unit

Cropland ☐ Non-cropland ☐

☐ CRP

2022 Crop Year

Farm 1264
Tract 1618

Wetland Determination Identifiers

- ☒ Restricted Use
- ☐ Limited Restrictions
- ☐ Exempt from Conservation Compliance Provisions



Tract 1 of

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks.

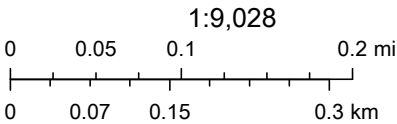
<https://intranet-apps.fsa.usda.gov/cars/setupReports.do?dispatchTo=report&report=fsa578Map&farmNu...> 3/25/2022

4817 N. K-15, Newton, KS 67114 - Zoning A-1 Agricultural



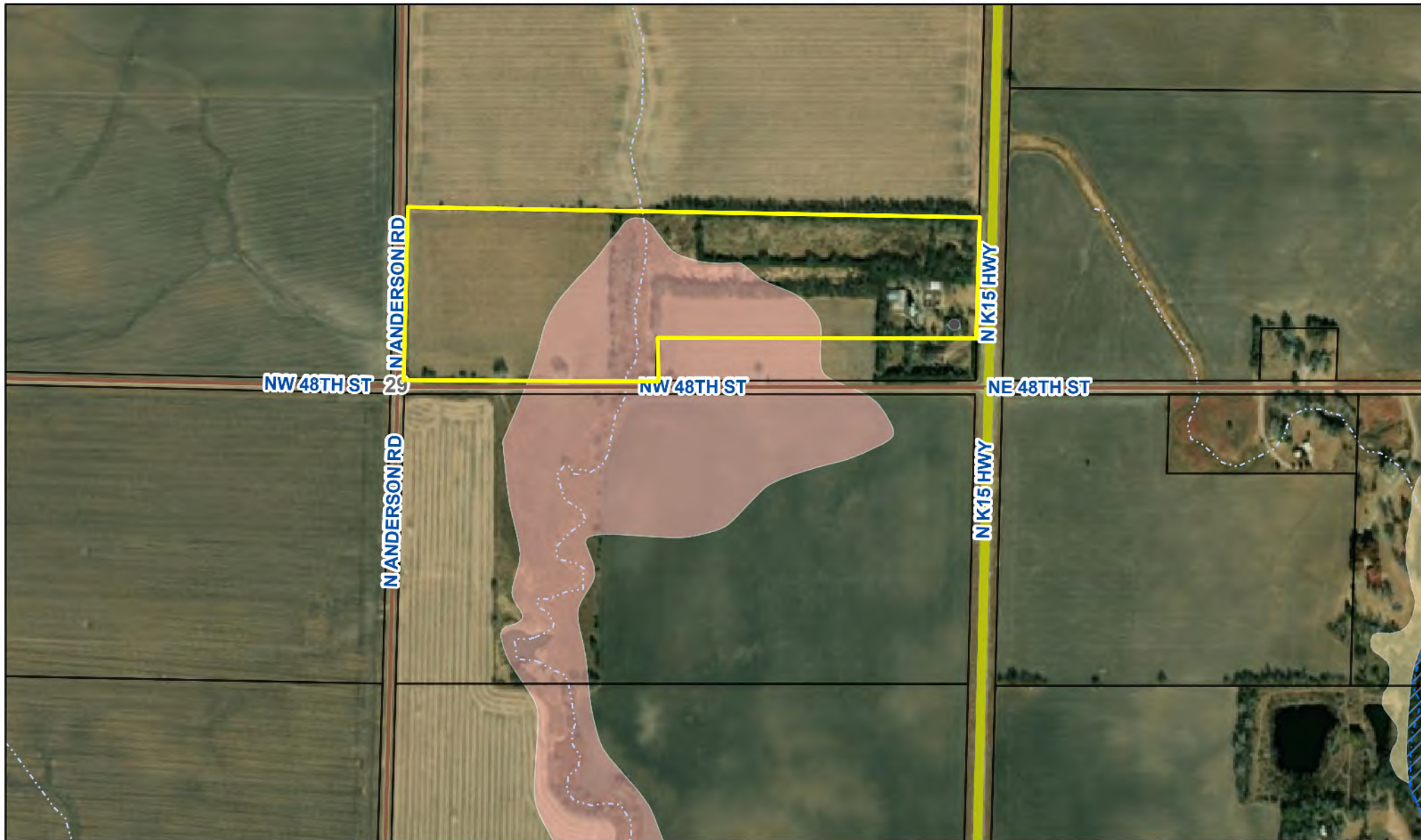
2/16/2022, 10:37:39 AM

- Override 1 Parcel Boundary
- Road Centerline
- KDOT
- OTHER
- Parcel Boundary
- Creek/River
- Unnamed Tributary



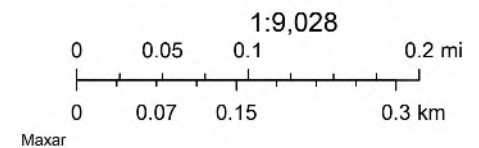
Maxar

4817 N. K-15, Newton, KS 67114 - Flood Zone



2/15/2022, 2:07:47 PM

- | | | |
|--|---|--|
| — Override 1 | Parcel Boundary | --- Unnamed Tributary |
| — Road Centerline | Parcel Boundary | Flood Hazard Boundary |
| — KDOT | --- Creek/River | A - 1% |
| — OTHER | --- Creeks/Streams | AE - 1% - Detailed Hydraulics |

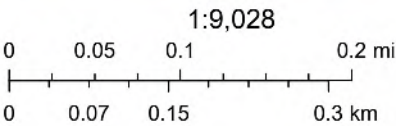


4817 N. K-15, Newton, KS 67114 - Aerial



2/15/2022, 2:04:33 PM

- Override 1 Parcel Boundary
- Road Centerline
- KDOT
- OTHER
- Parcel Boundary
- Creek/River
- Unnamed Tributary



Maxar

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 suspend, pause, or 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*)

