

PROPERTY INFORMATION PACKET | THE DETAILS



1803 W. 109th St. N. | Valley Center, KS 67147

AUCTION: BIDDING OPENS: Tues, July 5th @ 2:00 PM

BIDDING CLOSING: Thurs, July 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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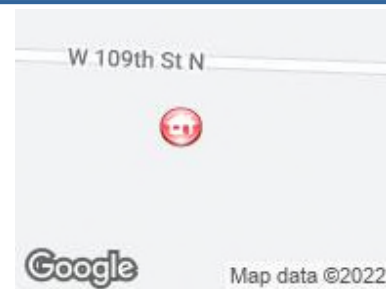
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Real Estate & Auction, LLC. It is incumbent 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 # 613599
Status Active
Contingency Reason
Area 701
Address 1803 W 109TH ST N
City Valley Center
Zip 67147
Asking Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms 2
Total Bedrooms 4.00
AG Full Baths 2
AG Half Baths 1
Total Baths 4
Garage Size 2
Basement Yes - Finished
Levels One Story
Approximate Age 21 - 35 Years
Acreage 5.01 - 10 Acres

Approx. AGLA 1941
AGLA Source Court House
Approx. BFA 1340.00
BFA Source Court House
Approx. TFLA 3,281
Lot Size/SqFt 435600
Number of Acres 10.00

GENERAL

List Agent - Agent Name and Phone RICK W BROCK - HOME: 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
Year Built 2001
Parcel ID 20173-024-18-0-11-00-001.00
School District Valley Center Pub School (USD 262)
Elementary School Valley Center
Middle School Valley Center
High School Valley Center
Subdivision NONE LISTED ON TAX RECORD
Legal S 1/2 NW 1/4 NE 1/4 & NE 1/4 NE 1/4SEC 18-25-1E
List Date 6/21/2022
Display Address Yes
Sub-Agent Comm 0
Buyer-Broker Comm 3
Transact Broker Comm 3
Variable Comm Non-Variable
Days On Market 8
Input Date 6/29/2022 9:41 AM
Update Date 6/29/2022
Status Date 6/29/2022
Price Date 6/29/2022

Master Bedroom Level Main
Master Bedroom Dimensions 14.10 x 13.4
Master Bedroom Flooring Carpet
Living Room Level Main
Living Room Dimensions 17.2 x 15
Living Room Flooring Carpet
Kitchen Level Main
Kitchen Dimensions 13.8 x 10.6
Kitchen Flooring Wood
Room 4 Type Hearth Rm
Room 4 Level Main
Room 4 Dimensions 10.6 x 18
Room 4 Flooring Wood
Room 5 Type Bedroom
Room 5 Level Main
Room 5 Dimensions 11.5 x 12
Room 5 Flooring Carpet
Room 6 Type Office
Room 6 Level Main
Room 6 Dimensions 11.4 x 12
Room 6 Flooring Carpet
Room 7 Type Bedroom
Room 7 Level Basement
Room 7 Dimensions 12.6 x 11.4
Room 7 Flooring Carpet
Room 8 Type Bedroom
Room 8 Level Basement
Room 8 Dimensions 12.6 x 11.3
Room 8 Flooring Carpet
Room 9 Type Dining Room
Room 9 Level Main
Room 9 Dimensions 10.8 x 13.8
Room 9 Flooring Carpet
Room 10 Type Foyer
Room 10 Level Main
Room 10 Dimensions 6.4 x 13.8
Room 10 Flooring Tile
Room 11 Type Family Room
Room 11 Level Basement
Room 11 Dimensions 18.3 x 29.7
Room 11 Flooring Carpet

Room 12 Type	Exercise Room
Room 12 Level	Basement
Room 12 Dimensions	17.10 x 13.11
Room 12 Flooring	Carpet

DIRECTIONS

Directions N. Broadway & E 109th St N - West to property.

FEATURES**ARCHITECTURE**

Ranch

EXTERIOR CONSTRUCTION

Masonry-Brick

ROOF

Other/See Remarks

LOT DESCRIPTION

Standard

FRONTAGE

Unpaved Frontage

EXTERIOR AMENITIES

Antenna

Patio

Guttering

Horses Allowed

Irrigation Pump

Irrigation Well

Satellite Dish

Security Light

Sidewalks

Sprinkler System

Storm Door(s)

Other/See Remarks

Outbuildings

GARAGE

Attached

Opener

Oversized

FLOOD INSURANCE

Unknown

UTILITIES

Lagoon

Propane Gas

Private Water

Rural Water

BASEMENT / FOUNDATION

Full

View Out

BASEMENT FINISH

2 Bedroom

1 Bath

Bsmt Rec/Family Room

Bsmt Wet Bar

Bsmt Storage

Other/See Remarks

Bsmt Exercise Room

COOLING

Attic Fan

Central

Electric

HEATING

Forced Air

Propane-Leased

DINING AREA

Eating Space in Kitchen

Formal

FIREPLACE

Two

Living Room

Family Room

Gas

Two Way

KITCHEN FEATURES

Pantry

Electric Hookup

Granite Counters

APPLIANCES

Dishwasher

Disposal

Microwave

Refrigerator

Range/Oven

Washer

Dryer

MASTER BEDROOM

Master Bdrm on Main Level

Split Bedroom Plan

Sep. Tub/Shower/Mstr Bdrm

Two Sinks

Granite Counters

Jetted Tub

AG OTHER ROOMS

Foyer

Hearth Room

Mud Room

Office

LAUNDRY

Main Floor

220-Electric

Wash Sink

INTERIOR AMENITIES

Ceiling Fan(s)

Closet-Walk-In

Decorative Fireplace

Hardwood Floors

Humidifier

Owned Water Softener

Security System

Vaulted Ceiling

Wet Bar

Window Coverings-Part

Wired for Surround Sound

POSSESSION

At Closing

PROPOSED FINANCING

Other/See Remarks

WARRANTY

No Warranty Provided

OWNERSHIP

Trust

PROPERTY CONDITION REPORT

Yes

DOCUMENTS ON FILE

Ground Water

Sellers Prop. Disclosure

SHOWING INSTRUCTIONS

Appt Req-Call Showing #

LOCKBOX

SCKMLS

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	\$0.00
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, July 5th, 2022 at 2 PM (cst) | BIDDING CLOSING: Thursday, July 21st, 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!!! NO MINIMUM, NO RESERVE!!! PREMIER!!! This beautiful full brick ranch home was custom built by Craig Pate Homes in 2001 and has been owner -occupied ever since. This property has been meticulously maintained along with the owner consistently doing updates. This parcel provides a 4+ bedroom, 3.5 bathroom home on 10+/- acres with an impressive 42x60 Morton building. Exterior Features 1 mile off blacktop and less than 5 minutes from I-135 Attached two car oversized garage Landscaping around the home and the waterfall equipment make a serene setting Spacious covered front porch Covered backyard deck Stone patio with sitting wall and fire pit Irrigation well and sprinkler system Lots of mature shade trees including two apple trees east of the drive & seedless grape vines on the west Chicken house with free-range 100 x 100 fencing with electricity & water Morton Building 42 x 60 building 12 Ft. side walls North door is 18 x 13.5 South door is 15 x 13.5 12 x 33 concrete pad and balance in gravel Home Custom built in 2001 by contractor Craig Pate Certainteed Northgate ARMS Polymer modified asphalt shingled roof 3,281 +/- Square Foot Home Formal dining room Living room with 2-way gas fireplace Kitchen with hardwood flooring, granite countertops, a walk-in pantry, and deck access Hearth area Appliances: Refrigerator, wall oven, cook top, dishwasher & microwave Split bedroom plan, washer & dryer Primary bedroom with ensuite with double sinks jetted tub, walk-in shower & walk-in closet Office that could be converted to a fifth bedroom Main floor bathroom with a tub/shower combination Main floor laundry/mud room with a wet sink and half bathroom Full finished viewout basement with a wet bar, rec/family room, two bedrooms, a full bathroom, and a huge storage room Please see the property information packet for a full list of updates from the seller. Property is undergoing a survey. Taxes on the individual parcels will be estimated at closing as final amounts will not be available until such time as the lot split is recorded. Boundaries depicted on aerial images are approximate and estimated, please refer to survey once available. All mineral rights held by the seller will pass with the real estate to the buyer. Crops planted at the time of sale do not transfer with the property. \$35,000 anticipates closing on or before 30 days from the date of sale. A 45 day close is available at the discretion of purchaser with deposit of \$50,000 in earnest money at the time of contracting. *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 \$35,000 for 30 day closing or \$50,000 for a 45 day closing.

AUCTION

Type of Auction Sale	Absolute	Method of Auction	Online Only
Auction Location	www.mccurdy.com	Auction Offering	Real Estate Only
Auction Date	7/5/2022	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 %/\$	35,000.00	1 - Open for Preview	
1 - Open/Preview Date		1 - Open Start Time	
1 - Open End 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.

(To be completed by Seller)

Property Address: 1803 W. 109th St. N. - Valley Center , KS 67147

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).

APPLIANCES

ELECTRICAL

26 RELEASE DATE 4/2022 (Rev 11/21)

SELLER'S INITIAL

Pg 1 of 7

BUYER'S INITIALS:

#1004

27 WATER/SEWAGE SYSTEMS (See Part II Also)				HEATING & COOLING SYSTEMS			
28 TRANSFERS TO BUYER				TRANSFERS TO BUYER			
29 None Does Not Transfer Working Not Working Don't Know				None Does Not Transfer Working Not Working Don't Know			
Indicate the condition of the following items by marking only one appropriate box.				Indicate the condition of the following items by marking only one appropriate box.			
30 ☐ ☐ ☒ ☐ Sewage Systems				30 ☐ ☐ ☒ ☐ Cooling System <i>Lennox Elite Series</i>			
31 ☐ ☐ ☒ ☐ Sump Pump				31 ☐ ☐ ☒ ☐ Refrigerant <i>sure light</i>			
32 ☒ ☐ ☐ ☐ Backup Sump Pump/Battery				32 ☐ ☐ ☐ ☐ Type <i>R22 or R410A</i>			
33 ☐ ☐ ☒ ☐ Plumbing				33 ☐ ☐ ☐ ☐ Age <i>47500 Btuh</i>			
34 <i>PVC</i> ☐ ☐ ☐ ☐ Type <i>limited Copper</i>				34 ☐ ☐ ☒ ☐ Heating System			
35 ☐ ☐ ☒ ☐ Water Heater (Circle One) Elect <i>Gas</i>				35 ☐ ☐ ☒ ☐ Type <i>23-51/65 FC-1</i>			
36 <i>50 gallon</i> ☐ ☐ ☐ ☐ Size & Age <i>March 2017</i>				36 ☐ ☐ ☐ ☐ Age <i>91000 Btuh AFUE 92%</i>			
37 ☒ ☐ ☐ ☐ Instant Hot Water				37 ☒ ☐ ☐ ☐ Window/Wall Air Conditioning Units			
38 ☐ ☐ ☒ ☐ Water Softener				38 ☒ ☐ ☐ ☐ Electronic Air Filter			
39 (Circle One) <i>Own</i> Rent/Lease				39 ☐ ☐ ☒ ☐ Humidifier			
40 Company				40 ☐ ☐ ☒ ☐ 2 Fireplaces <i>propane gas see thru main level</i>			
41 ☐ ☐ ☒ ☐ Water Purifier/Reverse Osmosis				41 ☒ ☐ ☐ ☐ Fireplace insert <i>propane gas basement</i>			
42 ☐ ☐ ☒ ☐ Underground Sprinkler System				42 ☒ ☐ ☐ ☐ Wood burning Stove			
43 <i>N/A</i> ☐ ☐ ☐ ☐ Backflow Device (Circle One) <i>YES NO</i>				43 ☐ ☐ ☐ ☐ Chimney/Flue - Date Last Cleaned			
44 ☐ ☐ ☐ ☐ Date Last Tested or Inspected				44 ☒ ☐ ☐ ☐ Gas Log Lighter			
45 ☒ ☐ ☐ ☐ Pool Equipment				45 ☒ ☐ ☐ ☐ Whole House Attic Fan			
46 ☒ ☐ ☐ ☐ Hot Tub/Spa				46 ☒ ☐ ☐ ☐ Solar Equipment - (Circle One) Own Rent/Lease			
47 Comments:				47 Company			
48				48 ☒ ☐ ☐ ☐ Geothermal			
49				49 ☐ ☒ ☐ ☐ Propane Tank - (Circle One) Own <i>Rent/Lease</i>			
50				50 <i>Kanza Coop</i> Company <i>Annual Lease</i>			
51 MEDIA				51 Comments:			
52 TRANSFERS TO BUYER				52			
53 None Does Not Transfer Working Not Working Don't Know				53			
54 Indicate the condition of the following items by marking only one appropriate box.				54 Any Additional Comments For Part I:			
55				55			
56				56			
57				57			
58 ☐ ☐ ☐ ☒ Satellite Dish <i>No Service</i>				58			
59 ☒ ☐ ☐ ☐ # of Rcvrs/Remotes				59			
60 ☐ ☐ ☒ ☐ Attached Antennas <i>Internet</i>				60			
61 ☒ ☐ ☒ ☐ Cable TV Wiring/Jacks <i>No Service</i>				61			
62 ☒ ☐ ☐ ☐ Attached Television Mount(s)				62			
63 ☒ ☐ ☐ ☐ Projector(s)				63			
64 ☒ ☐ ☐ ☐ Projector Screen(s)				64			
65 ☐ ☐ ☒ ☐ Surround Sound Speakers				65			
66 ☐ ☐ ☒ ☐ Wired for Surround Sound				66			
67 Comments:				67			
68				68			

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: 1 window master Bedroom hard to open & close 1 window in garage Doesn't Crank out			
YES	NO	DON'T KNOW	SECTION 2 ROOF/INSULATION
☒	☐	☐	Age: <u>May 2018</u> Type: <u>Certaainteed Northgate ARMD polymer modified asphalt shingles</u>
☒	☐	☐	To your knowledge, are there any ☒ PAST ☐ PRESENT roof leaks? (Mark One) If any, identify details below. <u>Sealing around vents when shingles replaced</u>
☒	☒	☐	During your ownership, has the roof ever been <u>shingles</u> ☒ REPLACED? ☐ REPAIRED? (Mark One) If YES, Date: <u>May 2018</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:			
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:			

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: <u>\$150.00</u> District: <u>RWD #2</u>	
☐	☐	☐	Is the property connected to any private water systems? (Mark all that apply.)	
☐	☐	☐	☐ Drinking Well	☒ Irrigation Well
☒	☐	☐	Working? Type: <u>Drilled Cased</u> Location: <u>SW of House in yard</u> Depth: <u>75 ft</u>	☐ Geo-Thermal Well
☐	☐	☐	Working? Type: _____ Location: _____ Depth: _____	
☐	☐	☐	Working? 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>200 ft east house on other side of shed</u>	
☐	☒	☐	Is the property connected to some other type of waste disposal system? (If YES, explain below.)	
☐	☒	☐	Has the main waste disposal line ever been snaked or scoped?	
☐	☒	☐	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? <u>Window Replaced</u>	
☐	☒	☐	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: <u>have drain tiles exterior but no problems</u>				
<u>Condensation drain plugged when wasn't cleaned out by Bryan H & A but they came back & cleaned drain. No problems since. @ No charge.</u>				

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:				

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? <i>Country home NONE around house</i>
			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 Has a mitigation system been installed? (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:			

YES	NO	DON'T KNOW	SECTION 8 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? <i>partial</i>
☐	☒	☐	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 Access for farm equipment in crop field.</i>			

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:			
SECTION 10			
YES	NO	DON'T KNOW	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 there been any insurance claims during the seller's ownership?
☒	☐	☐	Were repairs made? If so, explain: <u>100% Shingle replacement from hail damage</u>
☐	☒	☐	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 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:			

SELLER'S ACKNOWLEDGEMENT

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

292 Seller is occupant: ☒ YES ☐ NO

293 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.

294 SELLER: Perry Brum ⁶⁻²¹⁻²² SELLER: Margaret Dennis Trustee ⁶⁻²¹⁻²²
 295 Trustee Date Trustee Date

BUYER'S ACKNOWLEDGEMENT AND AGREEMENT

297 1. I have personally inspected the property. I have been advised to have the property examined by professional inspectors. Subject
 298 to any inspections, I agree to purchase the property in its present condition without representations or guarantees of any kind by
 299 the Seller or any REALTORS® concerning the condition or value of the property, except as given above or as stated in my contract
 300 with the Seller.

301 2. I acknowledge that neither Seller nor any REALTORS® involved in this transaction is an expert at detecting or repairing physical
 302 defects in the property.

303 3. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes
 304 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
 305 regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI) at
 306 <http://www.kansas.gov/kbi/> or by contacting the local sheriff's office.

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

312 BUYER: _____ BUYER: _____
 313 _____ Date _____ Date

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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

Property Address: 1803 W. 109th St. N. - Valley Center, KS 67147

Seller: PERRY F. BENIS Trust LLC Dated 7-17-13 Date of Purchase: 11-03-97

Property currently zoned as: Agriculture

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 Glen Chase Drilling
Drinking Well Irrigation Well
Location South west of House
Depth 75 feet - (35 feet water in well @ Time it was drilled)
Type Drilled with 1.5 gallons per minute.
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 \$ 150.00
Cistern ☒ ☐ ☐ ☐ ☐
Other ☐ ☐ ☐ ☐ ☐
Comments: _____

DRAINAGE/SEWAGE SYSTEMS

Sewer Lines 200 feet House to Lagoon
Septic/Laterals NA
Lagoon American Excavating Co
Tank Size NA Location East of Shed (Lagoon)
Feet of Laterals NA
Other ☐ ☐ ☐ ☐ ☐
Other ☐ ☐ ☐ ☐ ☐
Comments: _____

Seller's Initials PFBMSB

Buyer's Initials _____

PART II

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

None
Does Not Transfer
Working
Not Working
Don't Know

GAS/ELECTRIC

- 43 ☐ ☐ ☒ ☐ ☐ Is there a propane tank on the property?
 44 If yes, is it ☐ owned ☒ leased?
 45 Company: Kanza Coop
 46 ☒ ☐ ☐ ☐ ☐ Are there solar panels on the property?
 47 If yes, are they ☐ owned ☐ rented/leased?
 48 Company: _____
 49 ☒ ☐ ☐ ☐ ☐ Are there wind turbines on the property?
 50 If yes, are they ☐ owned ☐ rented/leased?
 51 Company: _____
 52 ☒ ☐ ☐ ☐ ☐ Is there hydroelectric on the property?

Yes
No
Don't Know

Natural gas

- 53 ☐ ☒ ☐ Is gas connected to property? If not, distance to nearest source? UNKNOWN
 54 ☒ ☐ ☐ Is electricity connected to property? If not, distance to nearest source? _____
 55 ☐ ☐ ☒ To your knowledge, is there any additional costs to hook up utilities?
 56 If yes, please explain: _____
 57 _____
 58 _____
 59 _____

Comments: _____

DRAINAGE/SEWAGE SYSTEMS

- 60 ☐ ☒ ☐ Is property connected to a public sewer system?
 61 If yes, no explanation required.
 62 ☒ ☐ ☐ Is there a septic tank/lagoon system serving this property?
 63 If yes, when was it last serviced? Date 03-05-2002 Inspection
 64 ☐ ☒ To your knowledge, is there any problems relating to the septic tank/cesspool/sewer system?
 65 ☐ ☒ To your knowledge, is the property located in a federally designated flood plain or wetlands area?
 66 ☐ ☒ ☐ Is the property located in a subdivision with a master drainage plan?
 67 ☐ ☐ ☐ If so, is this property in compliance?
 68 ☐ ☒ ☐ Has the property ever had a drainage problem during your ownership?
 69 ☐ ☒ ☐ Do you currently pay flood insurance?
 70 ☐ ☐ ☐ Other drainage/sewage systems and their conditions: _____
 71 Comments: _____
 72 _____

BOUNDARIES/LAND

- 73 ☒ ☐ ☐ Have you had a survey of your property? see comments below
 74 ☒ ☐ ☐ Are the boundaries of your property marked in any way?
 75 ☒ ☐ ☐ Is there any fencing on the boundary(ies) of the property?
 76 ☐ ☒ ☐ If yes, does the fencing belong to the property?
 77 ☐ ☒ To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
 78 ☒ ☐ ☐ Are there any features of the property shared in common with adjoining landowners, such as walls, fences, roads, driveways?
 79 _____
 80 ☐ ☒ ☐ Is this property owner responsible for maintenance of any such shared feature?
 81 ☐ ☒ ☐ 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?
 82 Comments: There is a survey done by James H. Brosemer for
 83 Seibel RE which we have a copy of in the file.
 84 _____

Seller's Initials PSB MSB

Buyer's Initials _____

Yes
No
Don't Know

HOMEOWNER'S ASSOCIATION

☐ ☒ ☐

Is the property subject to rules or regulations of any homeowner's association?

Annual dues \$ _____ Initiation Fee \$ _____

☐ ☒

To your knowledge, are there any problems relating to any common area?

☐ ☒

Have you been notified of any condition which may result in an increase in assessments?

Comments: _____

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 approximately 1.75 miles to East

☐ ☐

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? Farm - yes

☒ ☒

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: _____

Seller Owns:

☐ ☒

Mineral Rights:

100 % 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): _____

Seller's Initials DB MSB

Buyer's Initials _____

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

Tenant Farmer

Water Rights:

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

Comments: _____

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.

Rene Bern Trustee 6-21-22 Margaret J Bernis 6-21-22
Seller Date Seller Date
Trustee

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

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Seller's Initials

FB MSB

Buyer's Initials _____



McCurdy
REAL ESTATE & AUCTION

WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 1803 W. 109th St. N. - Valley Center , KS 67147

DOES THE PROPERTY HAVE A WELL? YES ☒ NO ☐

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

Location of Well: South West portion of yard

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

If yes, what type? Septic ☐ Lagoon ☒

Location of Lagoon/Septic Access: East of Shed which is east of House

Perry Bemis 6-21-22
Owner Date
Margaret S Bemis Trustee 6-21-22
Owner Date



McCurdy
REAL ESTATE & AUCTION

WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 1803 W. 109th St. N. - Valley Center , KS 67147

DOES THE PROPERTY HAVE A WELL? YES MSB DB ☒ NO ☐

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

Location of Well: SW of HOME MSB DB

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

If yes, what type? Septic MSB DB ☒ Lagoon ☐

Location of Lagoon/Septic Access: Approx 200' E of HOME Behind Shed.

Patty Bern Trustee
Owner

6-21-22
Date

Mayean J Bernier Trustee
Owner

6-21-22
Date

GROUNDWATER / ENVIRONMENTAL ADDENDUM

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

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

The parties are proposing the sale and purchase of certain property, commonly known as:
1803 W. 109th St. N. - Valley Center, KS 67147

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

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

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

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

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

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

BUYER'S ACKNOWLEDGMENT (please complete c below)

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

CERTIFICATION

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

Ferry Baum 6-21-22
Seller Trustee Date

Buyer Date

Maynard Dennis 6-21-22
Seller Trustee Date

Buyer Date

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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: 1803 W. 109th St. N. - Valley Center , KS 67147 (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:

Evergy

(Take from our billings) \$155.00

Water & Sewer:

Rural Water District #2 / Lagoon

\$81.22

Gas | Propane:

Kanza Coop

\$85.11

See Remarks - 9-26-21 #83325 2-23-22 188.01

If propane, is tank owned or leased?

Owned

Leased

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

Kanza Coop

\$5.38

Appliances that Transfer:

Refrigerator?

Yes

No

Dishwasher?

Yes

No

Stove/Oven?

Yes

No

Microwave?

Yes

No

Washer?

Yes

No

Dryer?

Yes

No

Other? Freezers (2)

in garage Do NOT

Transfer

Homeowners Association: Yes

No

Dues Amount:

NA

Initiation Fee:

NA

Patio furniture does not transfer
Deck & Porch furniture Does NOT transfer
Yearly Monthly Quarterly
refrig in garage does NOT transfer

Are there any permanently attached items that will not transfer with the Real Estate (e.g. projector, chandelier, etc.)? horse shoe coat hanger mudroom

CD wall Holders DVD wall Holder

mirror dining room & Hall upstairs

Angels basement plant hangers

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.

Home Owner Information

The House

The house was constructed in 2001 and occupied in January 2002. The general contractor was Craig Pate.

The main level is 1,941 square feet. Two bedrooms, one office which can be converted into a bedroom, two and one-half baths, living room, dining room, kitchen, hearth, breakfast area and mud room.

The basement is 1,899 square feet. Two bedrooms, one full bath, family room, exercise room, bar area, large storage room and maintenance room.

Chimney and Stone Specialists has provided service for the Heat and Glo fire places, 620-241-2869. Alan Baus provided service December 2015.

Brand Plumbing, 316-942-2306 did the original plumbing for the house, and they have continued to service all plumbing needs. Mark Brand, Michelle and Max Brand are the usual contacts.

The entire house sound system was installed by Home Technology Systems when the house was built.

The residential alarm system, Honeywell Ademco Vista Series was installed by Home Technology Systems, 316-250-8597. Monitoring and servicing is provided by Alert 360, 888-642-4567

The patio including the fire pit was constructed by E & J Concrete June 2015. 316-253-1782.

The landscaping around the house and the water fall were completed in July 2015 by Daniels's Lawn and Landscaping, 316-253-1782.

The stone sitting wall on the patio constructed by Corral Stone 7, 2015

The stamped concrete patio was constructed by E & J Concrete, 316-207-7466 in July, 2015

The sprinkler system was installed by Gabes Sprinkler Systems in September 2015. He has continued to service the system each fall since that time.

Rural water Dist. #2 was connected October 2016. Brand Plumbing completed the line from the meter to the house. The water district number is 316-755-9888. However, Brad with D & D Plumbing is the contact for service, 316-650-0559.

The Morton Building

The Morton Building was constructed in September 2001. The building is 42 by 60 feet with 12 foot side walls. The north door is 18 by 13.5 feet and the south door is 15 by 13.5 feet. The floor is gravel except a 12 by 23 foot concrete pad.

Yard and Fruit Trees

There are two apple trees east of the drive. Enterprise Apple Semi-Dwarf and Granny Smith Semi-Dwarf.

Seedless Grape vines are located west of the drive.

Updates and Maintenance

Counter tops in kitchen, master bath, and guest bath and mud room were replaced with granite counter tops in April 2017. The kitchen sink was replaced with a 2 sided Blanco sink, the master bath double bowl sink and guest bath single bowl sinks were replaced. The faucets were replaced in the kitchen, master bath, and guest bath and mud room.

New floor tile was installed in the master bath and guest bath. The hardwood kitchen floor was sanded and refinished at the same time. Labor and materials were purchased and installed through Star Lumber.

The down stairs carpet was replaced in May 2017. The upstairs carpet was replaced in April 2019. All purchased and installed through Star Lumber.

The roof was replaced May 2018 by Burwell Construction. The shingles were upgraded to Certainteed Northgate AR MD made of polymer modified asphalt shingles which are more hail resistant.

The interior of the house was repainted April 2017 by Mike Menges Construction. 316-761-0147.

The Lennox furnace and air conditioner were installed at the time the house was built. A new heat exchanger was installed November 2013 and a new blower motor in January 2016. Bryan Heating, 316-755-2447 provides service. The system includes a Lennox humidifier.

The sewage lift pump was replaced October 2017 by Brand Plumbing.

The sump pump was replaced October 2017.

The 50 gallon water heater was replaced March 2017 by Brand Plumbing.

The water softener was installed by Brand Plumbing when the house was built. The last service was August 2015.

The well supplies water to the irrigation system and the outside faucets. The pump was replaced July 2019. It is rated at 20GPM and 1 HP. The work was done by Brand Plumbing.

Rock for the drive is provided by Barden Trucking, 316-772-8819. Steve is great to work with. We have been using KGE rock.

The deck and the bridge were last painted June 2019.

Tree trimming is provided by Neal Property Management, 316-755-5120.

Cheney Door replaced the LiftMaster 1/2HP garage door opener in April 2012 due to a lightning strike. 316-262-2098.

The refrigerator is a Whirlpool replaced November 2020.

The oven is a Jenn-Aire installed at the time the house was built.

The cooktop is a Jenn-Air installed at the time the house was built.

The dishwasher is a Bosch Silence Plus 50 dBA replaced April 2019.

The clothes dryer is a GE, replaced April 2019.

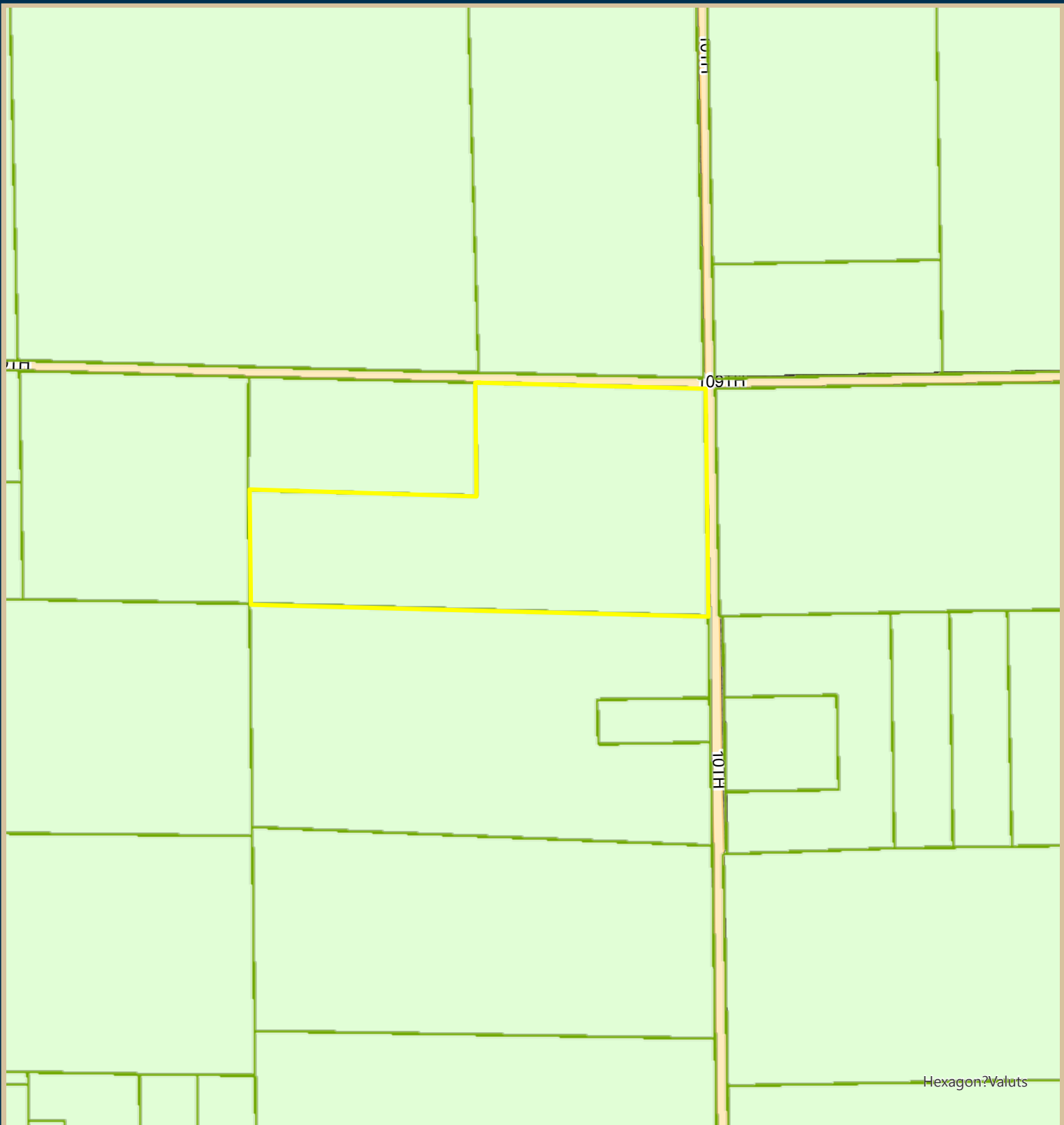
Washing machine is a GE, replaced May 2021.

The microwave is a Kenmore, replaced January 2019.

1803 W. 109th St. North Valley Center, KS 67147 updated 6-21-22	House	Built 2001, Occupied Jan. 2002. General Contractor - Craig Pate 1,941 sq ft main level -- 1,899 sq ft basement level - total 3,840 sq ft ranch style main floor with view out basement 4 bedrooms, 3 1/2 baths, plus office that can be converted to a bedroom Main Level - Foyer, LR, DR, Kitchen, Hearth, Breakfast area, food pantry, 2 bedrooms, 2.5 baths, mudroom Basement Level - Family room, Bar area, Exercise room, 2 bedrooms, 1 bath, Basement Level - Storage room, H&A Maintenance room Exterior walls - insulation is blown cellulose R-13 Ceiling insulation is blown fiberglass R-30 Brick home except for gables and 2 push outs Walk-in Food Pantry 4X5.6 with 10 ft ceiling - 6 shelves along N & E side Full house attic fan Factory cabinets with maple stain K, MB, 2 GB, Mud room, Bar area Interior trim is maple stain Main Level Propane Gas Fireplace see through glass for living room and hearth area Basement Level Propane Gas Fireplace Main Level - 10 foot ceilings in Kitchen, Hearth, Breakfast area, Pantry, LR, DR, Mud room Main Level - 10 foot ceilings in Master Bathroom, Master Closet with 3 tier hanging capability Coffered ceiling in master bedroom Main Level - 8 foot ceilings in bedroom, Guest Bathroom, Hall, Office Basement - 8 foot ceilings in family room, exercise room, bar area, 2 bedrooms, & bathroom Basement - Storage room unfinished with built-in shelving on north side H & A maintenance room unfinished, hot water heater, water softener, H & A, Radon Reduction System H & A maintenance room also has lift pump and sump pump Storm Shelter in storage room. 2 concrete walls, 3/4 inch plywood both sides of studs ??? Ceiling Fans LR, MB and Office
	Shed	Morton Building built September 2001. 42X60 with 12 ft side walls north door 18X13.5 ft, South door 15X13.5 ft. Gravel floor except for a 12X23 foot concrete pad. Yard light above north door comes on at dusk and off at dawn can be controlled by light switch Yard light above south door comes on at dusk and off at dawn can be controlled by light switch Fluorescent lighting overhead above concrete pad - in addition 4 - 200W bulbs down center of bldg Electric outlets every 4 ft over concrete pad Electric outlets every 15 ft around the remaining inside of the bldg Electric outlets outside 1 on the north and 1 on the south end Electric power of 220 is available
	Lagoon	Excavated 8-10-01 by American Excavating Brand Plumbing did the sewage lines, inspected 11-14-2001 Final and last inspection 3-5-2002 100X100 fence with 5X7 opening at bottom graduating to 7X9 at top & 3.6 ft high currently (approximately) 10 foot gate Dimensions 69 ft across top, 7 ft deep, 20 feet across at deepest point Distance from house 200 feet Not visible from the house or road. It is on the east side of the shed We are not in the flood plain

	Chicken Pen	100X100 fence with 2X4 openings & 4 feet high
		Electric Wire around perimeter to keep out predators
		water line to faucet in chicken pen
		2 gates, 1 walk through and 1 tractor gate on east side
		free range chicken capability within fenced area
	Chicken House	4X8 ft outside deminson with 30 inch lean-to on E & W side
		23X57 inch insulated door
		1 crank out window 14X32 inch with screen
		2 windows approximately 10X13 for ventilation above open rousting area. Chickens fly out the windows
		fully insulated (floor, walls, ceiling, door)
		electrical outlet inside chicken house plus electrical outlet under the west lean-to
		electricity provided by underground wiring from house
		7 laying nests, 4 rousting bars, & full length open rousting area above laying nests
		small entry for chickens on east side of the chicken house designed to limit wind exposure
		2 attached bird houses on north side
	Garden Spot	water line to faucet in garden
		fenced approximately 69X32 ft -- planting area approximately 57X19 ft
		mowed grass walk path around garden inside fenced area approximately 6 ft wide
	Patio	Color & Stamp concrete runs the full length of the house on the south
		stone fire pit with sitting wall <i>with 2 lamp posts for lighting controlled by switch</i>
	Water Feature	Cascading waterfall with small pool at bottom
		4 beautiful gold fish that survive through the winter
		electric pump to circulate the water
		Electric power on the retaining wall next to the waterfall

Features plus				
Repairs & Maintenance				
House Garage	Painted	Jul-22	Painted inside	Ozzie the Painter
Deck	Painted	Jun-22	Dutch Boy Paint on railing, Cabot Deck Correct on Floor	Self
Fescue Lawn	planted from seed	Sep-21	Ryan Lawn & Tree Service applies fertilizer, weed killer, etc	Ryan Lawn & Tree Service
Radon Reduction System	estimated annual cost \$20	Jan-21		Radon Services
Well Water		Jul-19	New Pump installed	Brand Plumbing
StainMaster Carpet	Main Level	Apr-19	LR, DR, M Bedroom, Guest, Office	Star Lumber
Dishwasher	Bosch Silence Plus 50 dBA	Apr-19	Kitchen	Metro Appliances
Microwave	Kenmore	Jan-19	Kitchen	Sears
Roof	100% replacement	May-18	Certaainteed Northgate AR MD polymer modified asphalt shingles	Burwell Construction
Sewage lift pump		Oct-17		Brand Plumbing
Sump Pump		Oct-17		Brand Plumbing
Interior Paint	Main Level & Basement Level	Jun-17		Mike Menges Construction
Rubber Cushion Carpet Pad	Main Level & Basement Level	Apr-17	All Rooms except bathrooms, mud room, storage room, H & A Maintenance room	Star Lumber
Granite Counter Tops	Main Level	Apr-17	kitchen, MB, GB & Mud Room	Star Lumber
Sinks	Main Level	Apr-17	Kitchen 2 sided Blanco, MB & GB under the counter fit	Star Lumber
Faucets	Main Level	Apr-17	Brushed in kitchen & mud room, Polished in MB, GB	Star Lumber
Floor Tile	Main Level	Apr-17	Master Bath and Guest Bath	Star Lumber
Oak Hardwood Floor	Main Level	Apr-17	Sanded & applied polyurethane Sealer in Kitchen, Hearth, Breakfast area	Star Lumber
StainMaster Carpet	Basement Level	Apr-17	Family, Exercise, 2 bedrooms, hall, bar area	Star Lumber
Water Heater	replaced	Mar-17	50 gallon tank	Brand Plumbing
Rural Water	House inside	Oct-16	Rural Water District #2 but Brand Plumbing did House to meter	D & D plumbing
Sprinkler System	Yard around house	Sep-15		Gabes Sprinkler Systems
Stone Sitting Wall	Patio	Jul-15		Corral Stone
Landscaping	Perennials, evergreen trees	Jul-15	irregation system in all beds around house	Daniel's Lawn and Landscaping
Patio with Fire Pit	Color & Stamp	Jun-15	runs the full length of the house in back	E & J Concrete
Garage Door Opener	LiftMaster 1/2 HP	Apr-12		Cheney Overhead Door
Sound System	Main Level & Basement Level	Dec-01	Speakers in LR, Kitchen, MB, Office, Family room	Home Technology Systems
Security System	Honeywell Ademco Visa Series	Dec-01	2 control panels one in mudroom & one in MB	Home Technology Systems
Monitoring	occurs	Dec-01	broken contact, motion detected, glass breakage, fire	Alert 360
Smoke Alarms	change battery annually	Dec-01	3 alarms main level, 1 lower level	
Water Softner	installed when house built	Dec-01	Last Serviced August 2015	Brand Plumbing
Cooktop	Jenn-Aire	Dec-01		Star Lumber
Wall Oven	Jenn-Aire	Dec-01		Star Lumber
InSinkErator Disposal	Main Level	???	kitchen sink - Model Pro 77-7 quiet system 1 HP	
Well Water	Irrigation & outside watering	Jan-01	Depth 75 ft, 35 ft water, 15 gallons per minute, pump is 1 HP	Dean Case
Security System			contacts on all doors leading out including mud room & walk thru garage door	
Security System			2 motion detectors - 1 on main level & 1 on basement level	
Security System			3 glass breakage sensors - 1 in each bedroom plus 1 family room in basement	
Security System			fire sensor in furnace room in basement	
Propane Leak Detector	change battery annually		2 detectors, 1 furnace room and 1 family room in basement	
Fruit trees	2 Apple and Mulberry			
Grape Vines				



Geographic Information Services
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1803 W. 109th St. N., Valley Center, KS 67147 - Zoning Rural Residential

Date: 6/8/2022

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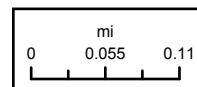
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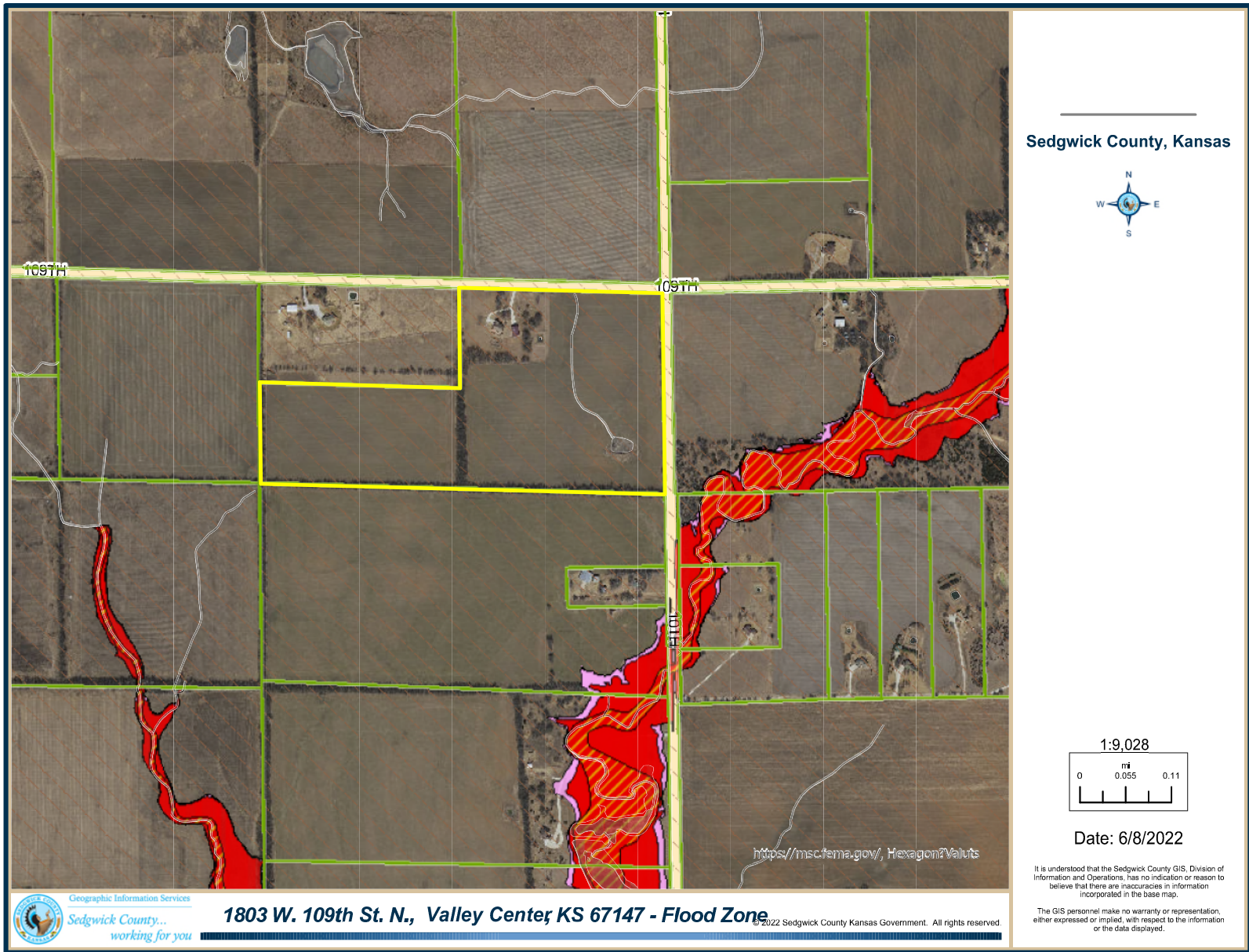
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Sedgwick County, Kansas



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Legend

Flood Plain

Base Flood Approximate

--

Base Flood Elevations

—

0.2 Pct Annual Chance



0.2 PCT Annual Chance Flood H

A



A

AE



AE,

AE, FLOODWAY



AE, FLOODWAY

AH



AH

AO



AO

X - Area of Special Consideration



X AREA OF SPECIAL CONSIDER

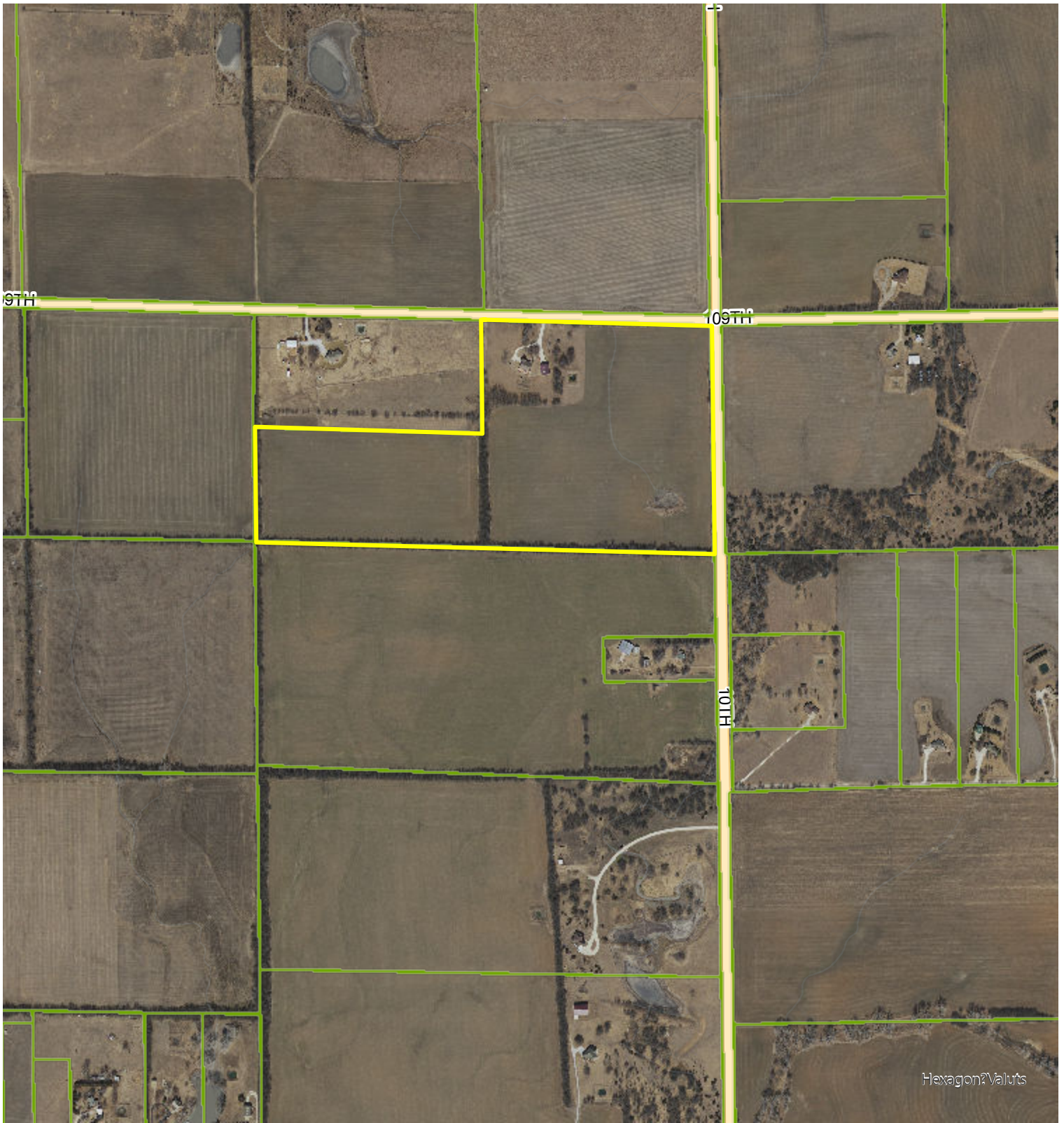
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Area Not Included





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1803 W. 109th St. N., Valley Center, KS 67147 - Aerial

Date: 6/8/2022

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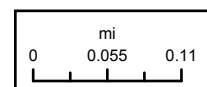
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Sedgwick County, Kansas



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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)*

