# PROPERTY INFORMATION PACKET | THE DETAILS


## 28 ± Acres at Golderod & 180th St. | Hillsboro, KS 67063

AUCTION: BIDDING OPENS: Thurs, Oct 13th @ 2:00 PM
BIDDING CLOSING: Thurs, Oct 27th @ 2:20 PM

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

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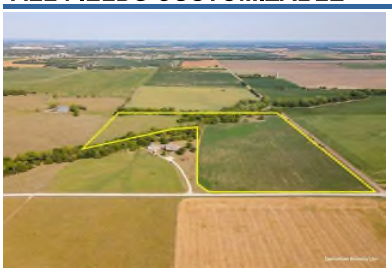
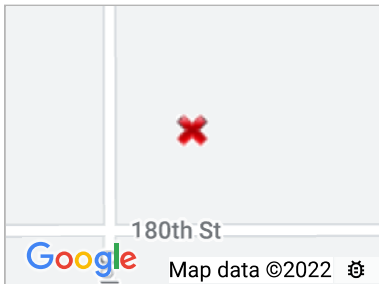
The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Real Estate & Auction, LLC. It is incumbent upon buyer to exercise buyer's own due diligence, 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 #** | 617150 |
| **Class** | Land |
| **Property Type** | Undeveloped Acreage |
| **County** | Marion |
| **Area** | M32 - Hillsboro |
| **Address** | 28 +/- acres At Goldenrod & 180th St |
| **Address 2** | |
| **City** | Hillsboro |
| **State** | KS |
| **Zip** | 67063 |
| **Status** | Active |
| **Contingency Reason** | |
| **Asking Price** | $0 |
| **For Sale/Auction/For Rent** | Auction |
| **Associated Document Count** | 3 |




## GENERAL

| | | | |
|---|---|---|---|
| **List Agent - Agent Name and Phone** | Isaac Klingman | **List Date** | 9/6/2022 |
| **List Office - Office Name and Phone** | McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600 | **Realtor.com Y/N** | Yes |
| | | **Display on Public Websites** | Yes |
| **Co-List Agent - Agent Name and Phone** | BRADEN MCCURDY - OFF: 316-683-0612 | **Display Address** | Yes |
| | | **VOW: Allow AVM** | Yes |
| **Co-List Office - Office Name and Phone** | McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600 | **VOW: Allow 3rd Party Comm** | Yes |
| | | **Sub-Agent Comm** | 0 |
| **Showing Phone** | 800-301-2055 | **Buyer-Broker Comm** | 3 |
| **Zoning Usage** | Rural | **Transact Broker Comm** | 3 |
| **Parcel ID** | 16305-0-00-00-004.00-0 | **Variable Comm** | Non-Variable |
| **Number of Acres** | 28.00 | **Virtual Tour Y/N** | |
| **Price Per Acre** | 0.00 | **Days On Market** | 21 |
| **Lot Size/SqFt** | 1219680 | **Cumulative DOM** | 21 |
| **School District** | Hillsboro (USD 410) | **Cumulative DOMLS** | |
| **Elementary School** | Hillsboro | **Input Date** | 9/26/2022 3:09 PM |
| **Middle School** | Hillsboro | **Update Date** | 9/27/2022 |
| **High School** | Hillsboro | **Status Date** | 9/26/2022 |
| **Subdivision** | NONE | **HotSheet Date** | 9/26/2022 |
| **Legal** | | **Price Date** | 9/26/2022 |

## DIRECTIONS

**Directions** (Hillsboro) West on 190th St to Goldenrod, South to land.

## FEATURES

**SHAPE / LOCATION**
Irregular

**TOPOGRAPHIC**
Level
Treeline
Wooded

**PRESENT USAGE**
Hay (Various Types)
Recreational
Tillable

**ROAD FRONTAGE**
Dirt
Gravel

**UTILITIES AVAILABLE**
Electricity

**IMPROVEMENTS**
None

**OUTBUILDINGS**
None

**MISCELLANEOUS FEATURES**
Mineral Rights Included

**DOCUMENTS ON FILE**
Other/See Remarks

**FLOOD INSURANCE**
Unknown

**SALE OPTIONS**
Other/See Remarks

**PROPOSED FINANCING**
Other/See Remarks

**POSSESSION**
At Closing

**SHOWING INSTRUCTIONS**
Call Showing #

**LOCKBOX**
None

**AGENT TYPE**
Sellers Agent

**OWNERSHIP**
Individual

**TYPE OF LISTING**
Excl Right w/o Reserve

**BUILDER OPTIONS**
Open Builder

## FINANCIAL

| | |
|---|---|
| **Assumable Y/N** | No |
| **General 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** | |
| **Earnest $ Deposited With** | Security 1st Title |

## PUBLIC REMARKS

**Public Remarks** Property offered at ONLINE ONLY auction. BIDDING OPENS: Thursday, October 13th, 2022 at 2 PM (cst) | BIDDING CLOSING: Thursday, October 27th, 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!!! 28 +/- acres of beautiful undeveloped acreage! This land is wooded, tree-lined, and has a creek running through. The open pasture and tillable land offer excellent space for recreation, hay, building your dream home or simply investing in land. Level Treeline Wooded Creek Approximately 17 acres of tillable land planted to alfalfa Approximately 11 acres of hay/meadow 3 miles from Hillsboro Don't miss your chance to own this romantic piece of Kansas land! Looking for a homestead? Be sure to check out the home selling on 11 +/- acres adjacent to this land! *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 $10000.

## AUCTION

| | | |
|---|---|---|
| **Type of Auction Sale** | Reserve | **1 - Open for Preview** |
| **Method of Auction** | Online Only | **1 - Open/Preview Date** |
| **Auction Location** | www.mccurdy.com | **1 - Open Start Time** |
| **Auction Offering** | Real Estate Only | **1 - Open End Time** |
| **Auction Date** | 10/13/2022 | **2 - Open for Preview** |
| **Auction Start Time** | 2 pm | **2 - Open/Preview Date** |
| **Broker Registration Req** | Yes | **2 - Open Start Time** |
| **Broker Reg Deadline** | 10/26/2022 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 %/$** | 10,000.00 | **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













## DISCLAIMER

# Seller's Property Disclosure

(To be completed by Seller)

**This report supersedes any list appearing in the MLS**

**Property Address:** 1806 Goldenrod - Hillsboro, KS 67063

**Seller** Dr. Janice Davidson / Radford Walker **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

| None | Does Not Transfer | TRANSFERS TO BUYER: Working | Not Working | Don't Know | Indicate the condition of the following items by marking only one appropriate box. |
|---|---|---|---|---|---|
| [ ] | [ ] | [X] | [ ] | [ ] | Disposal |
| [ ] | [ ] | [X] | [ ] | [ ] | Dishwasher |
| [ ] | [ ] | [X] | [ ] | [ ] | Oven Double |
| [ ] | [ ] | [X] | [ ] | [ ] | Range (Circle One) Gas (Electric) |
| [ ] | [ ] | [X] | [ ] | [ ] | Microwave |
| | | | | | Built in (Circle One) (YES) NO |
| [X] | [ ] | [ ] | [ ] | [ ] | Range Hood |
| | | | | | Vented Outside (Circle One) YES NO |
| [ ] | [ ] | [X] | [ ] | [ ] | Kitchen Refrigerator |
| [ ] | [X] | [ ] | [ ] | [ ] | Clothes Washer |
| [ ] | [X] | [ ] | [ ] | [ ] | Clothes Dryer |
| [X] | [ ] | [ ] | [ ] | [ ] | Trash Compactor |
| [ ] | [ ] | [X] | [ ] | [ ] | Central Vacuum |
| [X] | [ ] | [ ] | [ ] | [ ] | Exterior Attached Gas Grill |
| [ ] | [ ] | [ ] | [ ] | [ ] | Other:_____ |
| [ ] | [ ] | [ ] | [ ] | [ ] | Other:_____ |
| [ ] | [ ] | [ ] | [ ] | [ ] | Other:_____ |
| [ ] | [ ] | [ ] | [ ] | [ ] | Other:_____ |

Comments:

### ELECTRICAL

| None | Does Not Transfer | TRANSFERS TO BUYER: Working | Not Working | Don't Know | Indicate the condition of the following items by marking only one appropriate box. |
|---|---|---|---|---|---|
| [ ] | [ ] | [X] | [ ] | [ ] | Smoke/Fire Detectors |
| [ ] | [ ] | [X] | [ ] | [ ] | Light Fixtures |
| [ ] | [ ] | [X] | [ ] | [ ] | Switches/Outlets |
| [ ] | [ ] | [X] | [ ] | [ ] | Ceiling Fan(s) |
| [ ] | [ ] | [X] | [ ] | [ ] | Bathroom Vent Fan(s) |
| [ ] | [ ] | [X] | [ ] | [X] | Telephone Wiring/Blocks/Jacks |
| [ ] | [ ] | [X] | [ ] | [ ] | Door Bell |
| [X] | [ ] | [ ] | [ ] | [ ] | Intercom |
| [ ] | [ ] | [X] | [ ] | [ ] | Garage Door Opener |
| | | # of Remotes: 0 | | | Keypad Entry: (Circle One) YES (NO) |
| [X] | [ ] | [ ] | [ ] | [ ] | Aluminum Wiring |
| [ ] | [ ] | [X] | [ ] | [ ] | Copper Wiring |
| [ ] | [ ] | [X] | [ ] | [ ] | 220 Volt |
| | | 200 Amps | [ ] | | Service Panel Total Amps |
| [X] | [ ] | [ ] | [ ] | [ ] | Solar Equipment - (Circle One) Own Rent/Lease |
| | | | | | Company |
| [X] | [ ] | [ ] | [ ] | [ ] | Wind - (Circle One) Own Rent/Lease |
| [X] | [ ] | [ ] | [ ] | [ ] | Hydroelectric - (Circle One) Own Rent/Lease |
| [ ] | [ ] | [ ] | [ ] | [X] | Security System - (Circle One) (Own) Rent/Lease |
| | | | | | Company |
| [X] | [ ] | [ ] | [ ] | [ ] | Audio/Video Surveillance System |

## WATER/SEWAGE SYSTEMS (See Part II Also)

| None | Does Not Transfer | Working | Not Working | Don't Know | Indicate the condition of the following items by marking only one appropriate box. |
|---|---|---|---|---|---|
| [ ] | [ ] | X | [ ] | [ ] | Sewage Systems |
| [ ] | [ ] | X | [ ] | [ ] | Sump Pump |
| X | [ ] | [ ] | [ ] | [ ] | Backup Sump Pump/Battery |
| [ ] | [ ] | X | [ ] | [ ] | Plumbing |
| | | | | [ ] | Type |
| [ ] | [ ] | [ ] | [ ] | [ ] | Water Heater (Circle One) (Elect) Gas |
| 50 gal / 2022 | | | | [ ] | Size & Age |
| [ ] | [ ] | X | [ ] | [ ] | Instant Hot Water |
| X | [ ] | [ ] | [ ] | [ ] | Water Softener |
| | | | | | (Circle One) Own Rent/Lease |
| | | | | | Company |
| X | [ ] | [ ] | [ ] | [ ] | Water Purifier/Reverse Osmosis |
| [ ] | [ ] | X | [ ] | [ ] | Underground Sprinkler System |
| | | | | [ ] | Backflow Device (Circle One) (YES) NO |
| 2021 | | | | [ ] | Date Last Tested or Inspected |
| X | [ ] | [ ] | [ ] | [ ] | Pool Equipment |
| X | [ ] | [ ] | [ ] | [ ] | Hot Tub/Spa |

Comments: Bathroom Floor Heater

## MEDIA

| None | Does Not Transfer | Working | Not Working | Don't Know | Indicate the condition of the following items by marking only one appropriate box. |
|---|---|---|---|---|---|
| [ ] | [ ] | [ ] | [ ] | X | Satellite Dish |
| [ ] | [ ] | [ ] | [ ] | [ ] | _____ # of Rcvrs/Remotes |
| [ ] | [ ] | X | [ ] | [ ] | Attached Antennaes |
| [ ] | [ ] | X | [ ] | [ ] | Cable TV Wiring/Jacks |
| X | [ ] | [ ] | [ ] | [ ] | Attached Television Mount(s) |
| X | [ ] | [ ] | [ ] | [ ] | Projector(s) |
| X | [ ] | [ ] | [ ] | [ ] | Projector Screen(s) |
| X | [ ] | [ ] | [ ] | [ ] | Surround Sound Speakers |
| X | [ ] | [ ] | [ ] | [ ] | Wired for Surround Sound |

Comments: Ceiling Speakers in Master Bedroom & Formal Living

## HEATING & COOLING SYSTEMS

| None | Does Not Transfer | Working | Not Working | Don't Know | Indicate the condition of the following items by marking only one appropriate box. |
|---|---|---|---|---|---|
| [ ] | [ ] | X | [ ] | [ ] | Cooling System |
| Geothermal | | | | [ ] | Type |
| see below | | | | [ ] | Age |
| [ ] | [ ] | X | [ ] | [ ] | Heating System |
| Geothermal | | | | [ ] | Type |
| see below | | | | [ ] | Age |
| X | [ ] | [ ] | [ ] | [ ] | Window/Wall Air Conditioning Units |
| X | [ ] | [ ] | [ ] | [ ] | Electronic Air Filter |
| X | [ ] | [ ] | [ ] | [ ] | Humidifier |
| [ ] | [ ] | X | [ ] | [ ] | Fireplace |
| X | [ ] | [ ] | [ ] | [ ] | Fireplace Insert |
| [ ] | [ ] | X | [ ] | [ ] | Wood burning Stove |
| | | | | [ ] | Chimney/Flue - Date Last Cleaned |
| X | [ ] | [ ] | [ ] | [ ] | Gas Log Lighter |
| [ ] | [ ] | [ ] | [ ] | [ ] | Whole House Attic Fan |
| X | [ ] | [ ] | [ ] | [ ] | Solar Equipment - (Circle One) Own Rent/Lease |
| | | | | | Company |
| [ ] | [ ] | X | [ ] | [ ] | Geothermal 5ton / 3ton / 1.5ton |
| X | [ ] | [ ] | [ ] | [ ] | Propane Tank - (Circle One) Own Rent/Lease |
| | | | | | Company |

Comments: 2021 New Compressor — 2022 — 2019 New

## Any Additional Comments For Part I:

At some time in the past there was a fire in the electrical panel. This was prior to our owning the house so don't know anything more about it.

## 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 |
|---|---|---|---|
| X | [ ] | [ ] | Are any exterior walls covered with Exterior Insulation & Finish System (synthetic stucco)? |
| | | | If YES, are you aware of any adverse conditions? Age-related erosion on lowermost bottom siding |
| | | | Indicate all that apply: X Basement [ ] Crawl Space [ ] Slab |
| [ ] | X | | 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)*** |
| [ ] | X | [ ] | Movement, shifting, deterioration or other problems with walls or foundation? |
| [ ] | X | [ ] | Cracks or flaws in the walls, floors or foundation? |
| [ ] | X | [ ] | Problems with driveways, walkways, patios, retaining walls, party walls? |
| [ ] | X | [ ] | Problems with operation of windows or doors, or broken seals? |
| [ ] | X | [ ] | Any corrective actions to items in this section? (Example - Piering, bracing, etc.) |
| [ ] | X | [ ] | Are there any transferable warranties? Date:_____ (If YES, explain below and attach copy.) |
| X | [ ] | [ ] | Is there insulation in the walls? |
| X | [ ] | [ ] | Is there insulation in the floors? |

Additional Comments:

| YES | NO | DON'T KNOW | SECTION 2 — ROOF/INSULATION |
|---|---|---|---|
| | | X | Age: > 10 years Type: Shingle |
| [ ] | X | [ ] | To your knowledge, are there any [ ] PAST [ ] PRESENT roof leaks? (Mark One) |
| | | | If any, identify details below. |
| [ ] | X | | During your ownership, has the roof ever been [ ] REPLACED? [ ] REPAIRED? (Mark One) |
| | | | If YES, Date:_____ (Identify details below.) |
| [ ] | X | [ ] | Are there any transferable warranties? Date:_____ (If YES, explain below and attach copy.) |
| [ ] | X | [ ] | Do you know of any problems with chimneys or chases? (If YES, explain below.) |
| [ ] | X | [ ] | Do you know of any problems with roof, roof structure or rain gutters? (If YES, explain below.) |
| X | [ ] | [ ] | 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)***

| | | | |
|---|---|---|---|
| [ ] | X | [ ] | Presence of any mold/mildew in the property? |
| [ ] | X | [ ] | Any problems created by mold or mildew for occupants of the structure during your ownership? |
| [ ] | X | | Have you had any inspections for mold or mildew? If YES, Date:_____ (If YES, explain below.) |
| [ ] | X | | Have you received any reports pertaining to mold or mildew on or within the structure? (If YES, attach.) |
| [ ] | X | | 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.**

## SECTION 4
## WATER/SEWAGE SYSTEMS

| YES | NO | DON'T KNOW | |
|---|---|---|---|
| [ ] | [X] | | Is the property connected to City Water? Buyer to assume monthly minimum since disconnect |
| [X] | [ ] | | Is the property connected to Rural Water? If YES, Transfer Fee: _____ District: 4 |
| [ ] | [ ] | | Is the property connected to any private water systems? (Mark all that apply.) [X] Drinking Well 2 [X] Irrigation Well [X] Geo-Thermal Well |
| [X] | [ ] | [ ] | Working? Type: all Location: SE Corner Depth: ? |
| [X] | [ ] | [ ] | Working? Type: all Location: SE Corner Depth: ? |
| [X] | [ ] | [ ] | Working? Type: all Location: SE Corner Depth: ? |
| [ ] | [X] | [ ] | Has the water in any wells shown test results of contamination? (If YES, explain below.) |
| [ ] | [X] | | Is the property connected to a public sewer system? If shared lagoon/septic system, explain below. |
| [X] | [ ] | | Is the property connected to a septic system? Date Last Pumped: 2017 |
| | | | Tank Size: ? Location: NE Corner of House |
| | | | # feet laterals: _____ # Feet infiltrators: _____ Location: _____ |
| [X] | [ ] | | Is the property connected to a lagoon system? Location: North of Shop |
| [ ] | [X] | | Is the property connected to some other type of waste disposal system? (If YES, explain below.) |
| [X] | [ ] | [ ] | Has the main waste disposal line ever been snaked or scoped? |
| [ ] | [X] | [ ] | To your knowledge, is there any problem relating to the waste disposal system? |

Additional Comments:

## SECTION 5
## WATER INTRUSION/LEAKS

***To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)***

| YES | NO | DON'T KNOW | |
|---|---|---|---|
| [ ] | [X] | [ ] | Any water leakage in or around the fireplace or chimney? |
| [ ] | [X] | [ ] | Any water leakage around (If YES, mark all that apply.) [ ] WINDOWS [ ] SKYLIGHTS [ ] DOORS? |
| [ ] | [X] | [ ] | Any leaks occurring in any plumbing, water supply lines, drains, sewer lines, etc.? |
| [ ] | [X] | [ ] | Any leaks caused by appliances? |
| [ ] | [X] | [ ] | Any leaks from any condensation drain lines, humidifier, dehumidifier, etc.? |
| [ ] | [X] | [ ] | Any water leakage into (If YES, mark all that apply.) [ ] **BASEMENT** [ ] **CRAWL SPACE** |
| [ ] | [X] | [ ] | Any accumulation of water within the basement/crawl space? |
| [X] | [ ] | [ ] | Sump Pump(s) Location(s): Basement Utility Room |
| [ ] | [ ] | [X] | Drain Tiles (If YES, mark all that apply.) [ ] **INTERIOR** [ ] **EXTERIOR** |

Additional Comments:

Workshop Ceiling Leak around stove pipe

## SECTION 6
## PEST, WOOD INFESTATION & DRY ROT

| YES | NO | DON'T KNOW | |
|---|---|---|---|
| [ ] | [X] | [ ] | 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** |
| [ ] | [X] | [ ] | 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** |
| [ ] | [X] | | Have there been any repairs of such damage? (If YES, explain below.) |
| [ ] | [X] | | Is the property currently under a termite warranty or other coverage by a licensed pest control company? |
| | | | Company: _____ Warranty Expiration Date: _____ |
| [ ] | [X] | | Any **wood destroying insects** control reports in the last 5 years? (If YES, explain below.) |
| [ ] | [X] | | Any professional **wood destroying insects** control treatments in the last 5 years? (If YES, explain below.) |
| [ ] | [X] | | Any **pest** control reports in the last 5 years? (If YES, explain below.) |
| [ ] | [X] | | 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 |
|---|---|---|---|
| [ ] | [X] | [ ] | Is the property located in a subdivision with a master drainage plan? |
| [ ] | [ ] | [ ] | If YES, is the property in compliance? |
| [ ] | [X] | [ ] | Has the property ever had any drainage problems during your ownership? (If YES, explain below.) |
| [ ] | [X] | [ ] | Are there any producing or non-producing gas/oil wells on the property or adjacent property? |
| [X] | [ ] | [ ] | Do mineral rights convey to buyer? If NO, please define:_____ |
| | | | **Groundwater contamination has been detected in several areas in the State of Kansas.** |
| [ ] | [X] | [ ] | Are you aware of groundwater contamination or other environmental concerns? |
| [ ] | [X] | [ ] | Any reports or records pertaining to groundwater contamination or other environmental concerns? |
| [X] | [ ] | [ ] | 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.)*** |
| [ ] | [X] | [ ] | Asbestos |
| [ ] | [X] | [ ] | Contaminated soil or water (including drinking water) |
| [ ] | [X] | [ ] | Landfill or buried materials |
| [ ] | [X] | [ ] | Lead-based paint (If YES, attach disclosure.) |
| [ ] | [ ] | [X] | Radon gas in house or well Has a mitigation system been installed? (Mark One) [ ] YES [ ] NO |
| [ ] | [X] | [ ] | Methane Gas |
| [ ] | [X] | [ ] | Oil sheers in wet areas |
| [ ] | [X] | [ ] | Radioactive material |
| [ ] | [X] | [ ] | Toxic material disposal (solvents, chemicals, etc.) |
| [ ] | [X] | [ ] | Underground fuel or chemical storage tanks |
| [ ] | [X] | [ ] | EMFs (Electro Magnetic Fields) |
| [ ] | [X] | [ ] | Urea formaldehyde foam insulation (UFFI) |
| [ ] | [ ] | [ ] | Other:_____ |
| [ ] | [X] | [ ] | 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? |
| [ ] | [X] | [ ] | To your knowledge, are any of the above conditions present **near** your property? |

Comments:

| YES | NO | DON'T KNOW | SECTION 8 BOUNDARIES/LAND |
|---|---|---|---|
| [X] | [ ] | [ ] | Have you had a survey of the property? (If YES, attach copy if available.) |
| [X] | [ ] | [ ] | Are the boundaries of your property marked in any way? |
| [X] | [ ] | [ ] | Is there any fencing on the boundaries of the property? |
| [ ] | [X] | [ ] | Does fencing belong to the property? If YES, which sides?_____ |
| [ ] | [X] | [ ] | 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)? |
| [ ] | [X] | [ ] | To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements? |
| [ ] | [ ] | [X] | To your knowledge, is any portion of the property located in a federally designated flood plain? |
| [ ] | [X] | [redacted] | Do you currently, or have you ever, paid flood insurance for the property? |
| [ ] | [X] | [ ] | To your knowledge, is any portion of the property located in a designated wetlands area? |
| [ ] | [X] | [ ] | 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**
- [ ] **FILL DIRT**
- [ ] **SLIDING**
- [ ] **SETTLING**
- [ ] **EARTH MOVEMENT**
- [ ] **UPHEAVAL**
- [ ] **EARTH STABILITY PROBLEMS**

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 9<br>**SPECIAL ASSESSMENTS AND HOMEOWNER'S ASSOCIATION** |
|---|---|---|---|
| | | | **The law requires that the Seller disclose the existence of special assessments against a property.** |
| [ ] | [ ] | [X] | Any current/pending bonds, assessments, or special taxes that apply to property? |
| [ ] | [ ] | [X] | 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:_____ |
| [ ] | [X] | [ ] | Is the property subject to rules or regulations of an active Homeowner's Association? |
| | | [ ] | Annual Dues?_____ Initiation Fee?_____ |
| | | [ ] | Homeowner's Association contact information:_____ |
| [ ] | [X] | [ ] | Is the property subject to a right of first refusal? |
| [ ] | [X] | [ ] | Is the property subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions? |
| [ ] | [X] | [ ] | Any violations of such covenants and restrictions? |

Comments:

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

Comments:

**Any Additional Comments For Part II:**

## SELLER'S ACKNOWLEDGEMENT

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.

Seller is occupant: [X] YES [ ] NO

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.

**SELLER:** Janice Davidson 09/06/2022 **SELLER:** Radford Walker 09/06/2022
Date Date

## BUYER'S ACKNOWLEDGEMENT AND AGREEMENT

**1.** I have personally inspected the property. I have been advised to have the property examined by professional inspectors. 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 REALTORS® concerning the condition or value of the property, except as given above or as stated in my contract with the Seller.

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

**3.** 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.

**4.** 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:**_____ **BUYER:**_____
Date Date

McCurdy
REAL ESTATE & AUCTION

# WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 1806 Goldenrod - Hillsboro, KS 67063

**DOES THE PROPERTY HAVE A WELL? YES** X **NO** _____

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

Location of Well: Southeast of Home

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

If yes, what type? Septic X Lagoon X

Location of Lagoon/Septic Access: Septic is ~~East~~ Northeast of Home
Lagoon is North of Home

Janice Davidson — Owner — 9/6/2022 — Date

Rudolph Walker — Owner — 09/06/2022 — Date

Security 1st Title

# WIRE FRAUD ALERT

# 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

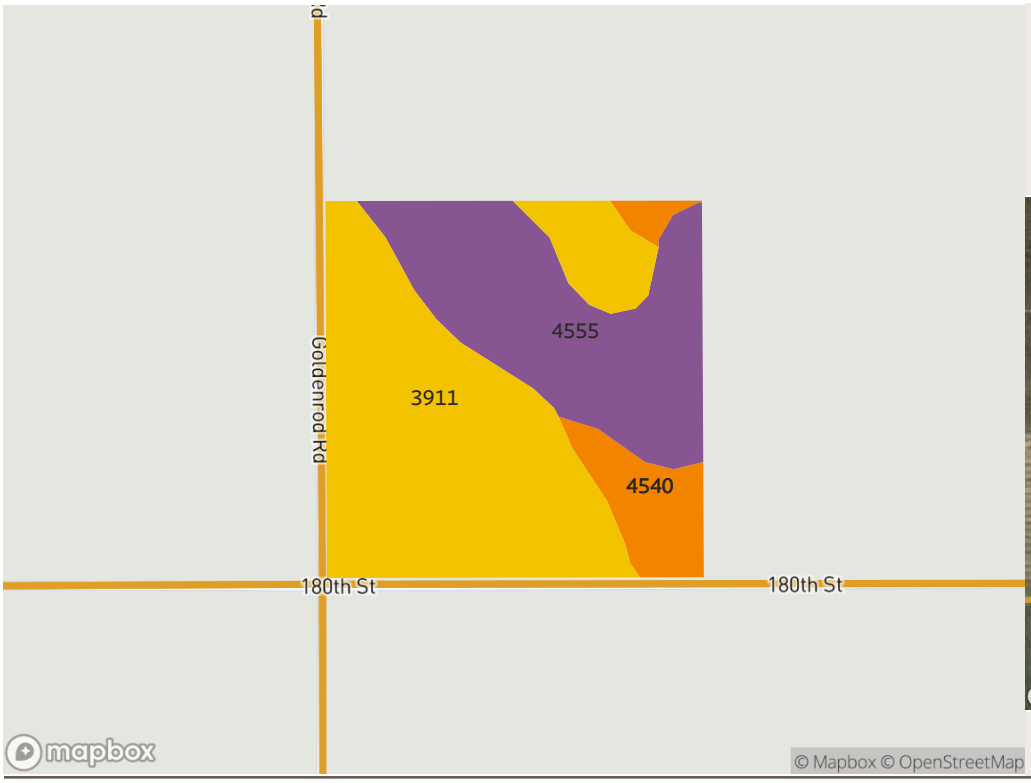
Kansas, AC +/-


Boundary

**McCurdy Auction**
P: 316.867.3600 mccurdy.com 12041 E. 13th St N

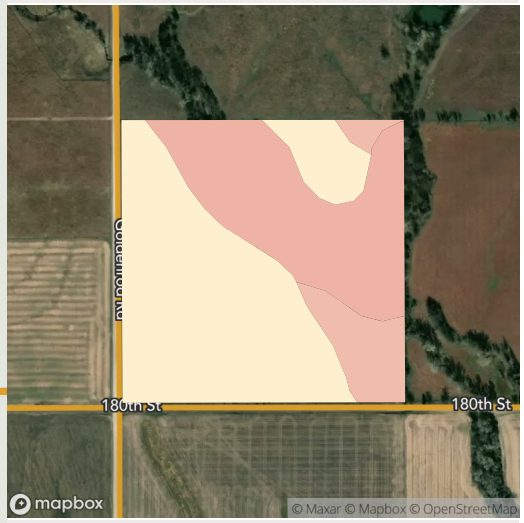
1 field, 39 acres in Marion County, KS

TOWNSHIP/SECTION 20S 2E – 5




AVG NCCPI **38.6**

COUNTY AVG 52.1




QUALITY 36 78

Source: NRCS Soil Survey

## All fields

39 ac.

| SOIL CODE | SOIL DESCRIPTION | ACRES | PERCENTAGE OF FIELD | SOIL CLASS | NCCPI |
|---|---|---|---|---|---|
| 3911 | Rosehill silty clay, 1 to 3 percent slopes | 21.64 | 55.7% | 3 | 36.0 |
| 4555 | Clime silty clay loam, 3 to 7 percent slopes | 13.39 | 34.4% | 3 | 42.0 |
| 4540 | Clime silty clay loam, 1 to 3 percent slopes | 3.85 | 9.9% | 3 | 41.2 |
| | | **38.88** | | | **38.6** |

1 field, 39 acres in Marion County, KS

**TOWNSHIP/SECTION** 20S 2E – 5


## All fields

39 ac.

| | 2021 | 2020 | 2019 | 2018 | 2017 |
|---|---|---|---|---|---|
| Grass/Pasture | 42.6% | 40.4% | 42.6% | 43.2% | 42.6% |
| Soybeans | 32.4% | 38.7% | 12.0% | 0.8% | 37.8% |
| Forest | 14.5% | 14.8% | 14.5% | 13.4% | 13.9% |
| Non-Cropland | 2.5% | 6.1% | 2.6% | 6.7% | 5.7% |
| Double Crop | – | – | 19.9% | – | – |
| Corn | – | – | – | 35.3% | – |
| Winter Wheat | – | – | 5.6% | 0.7% | – |
| Other | 8.0% | – | 2.7% | – | – |

Source: NASS Cropland Data Layer

# 1806 Goldenrod, Hillsboro, KS 67063 - Zoning
## RR Rural Residential


9/6/2022

# National Flood Hazard Layer FIRMette

FEMA

97°14'47"W 38°20'23"N


97°14'9"W 38°19'54"N

Feet 1:6,000

0 250 500 1,000 1,500 2,000

*Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020*

## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

**SPECIAL FLOOD HAZARD AREAS**
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

**OTHER AREAS OF FLOOD HAZARD**
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

**OTHER AREAS**
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

**GENERAL STRUCTURES**
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

**OTHER FEATURES**
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- 513 Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

**MAP PANELS**
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/13/2022 at 11:58 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

# 1806 Goldenrod, Hillsboro, KS 67063 - Aerial


9/6/2022

McCurdy
REAL ESTATE & AUCTION

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 the 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

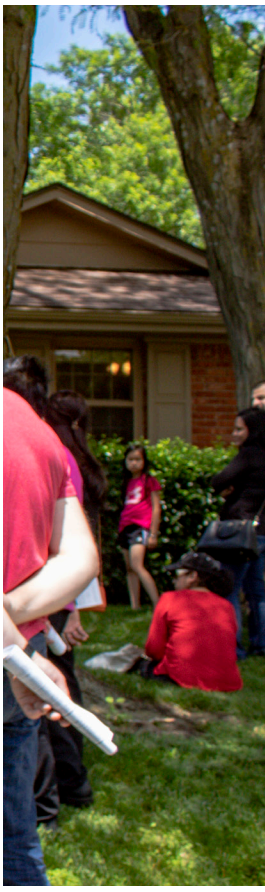
## WHAT TO EXPECT

### 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)*

McCurdy
REAL ESTATE & AUCTION

12041 E. 13th St. N., Wichita, Kansas 67206
316.867.3600
www.McCurdy.com