

PROPERTY INFORMATION PACKET | THE DETAILS



224 E. Central Ave | Andover, KS 67002

AUCTION: BIDDING OPENS: Tues, Nov 1st @ 2:00 PM

BIDDING CLOSING: Thurs, Nov 30th @ 3:00 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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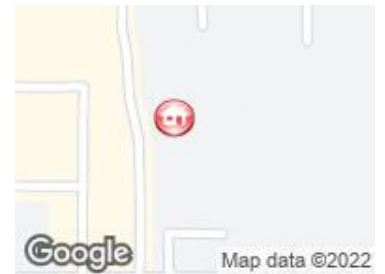
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Real Estate & Auction, LLC. It is incumbent 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 # 617816
Status Active
Contingency Reason
Property Type Commercial Service
Address 224 E Central Ave
Address 2
City Andover
State KS
Zip 67002
County Butler
Area B51 - NE Andover
Asking Price \$0
Class Commercial/Ind/Bus
For Sale/Auction/For Rent Auction
Associated Document Count 3
Picture Count 36



GENERAL

List Agent - Agent Name and Phone	BRADEN MCCURDY - OFF: 316-683-0612	Co-List Agent - Agent Name and Phone	
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Co-List Office - Office Name and Phone	
Building Size SqFt	20,001 - 50,000	Showing Phone	1-800-301-2055
Number of Acres	2.70	Realtor.com Y/N	Yes
Zoning	Central Bus Dis	Display on Public Websites	Yes
Parcel ID	001-1217111	Display Address	Yes
# of Stories	2	VOW: Allow AVM	Yes
Apx Gross Building SqFt	40,360.00	VOW: Allow 3rd Party Comm	Yes
Apx Net Rentable SqFt		Virtual Tour Y/N	
Apx Min Available SqFt	40,360.00		
Apx Max Contiguous SqFt	40,360.00		
Apx Vacant SqFt	40,360.00		
Land SqFt	117,612.00		
Present Use of Bldg	Nursing		
Bldg on Leased Land			
Invest Package Available	No		
Year Built	2010		
Subdivision	NONE LISTED ON TAX RECORD		
Legal			
Sub-Agent Comm	0		
Buyer-Broker Comm	3		
Transact Broker Comm	3		
Variable Comm	Non-Variable		
Tax ID			

DIRECTIONS

Directions (Andover) Central Ave & Andover Rd - East to Property.

FEATURES

LOADING DOCK None RAIL None OVERHEAD DOORS None PARKING Parking Lot ROAD FRONTAGE City Arterial LOCATION Freestanding CONSTRUCTION Brick Veneer Frame	SIDEWALL HEIGHT 11 Ft to 13 Ft ROOF Composition UTILITIES AVAILABLE Gas Electric City Water City Sewer FLOORS Carpet Concrete Slab Tile Other/See Remarks HEATING Forced Air COOLING	OWNER PAID EXPENSES External Building Repairs Electricity Gas Internal Building Repairs Janitorial Sewer Site Maintenance Trash Water ELECTRICAL Single Phase MISCELLANEOUS FEATURES Elevator Fire Alarm Security Lights Security Systems	TERMS OF LEASE No Leases DOCUMENTS ON FILE Aerial Photos Inventory List Photographs OWNERSHIP Corporate SHOWING INSTRUCTIONS Call Showing # LOCKBOX Combination TYPE OF LISTING Excl Right w/o Reserve AGENT TYPE Sellers Agent FLOOD INSURANCE
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FEATURES

	Central Air Electric TENANT PAID EXPENSES None	Smoke Heat Detector Wet Sprinkler System PROPOSED FINANCING Other/See Remarks	Unknown POSSESSION At Closing
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FINANCIAL

Assumable Y/N	No
With Financing	
General Property Taxes	\$68,394.74
General Tax Year	2021
Special Taxes	0.00
Special Tax Year	2022
Special Balance	0.00
Gross Income	
Earnest \$ Deposited With	Security 1st Title

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, November 1st, 2022 at 2 PM (cst) | BIDDING CLOSING: Thursday, November 30th, 2022 at 3 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. BANKRUPTCY COURT ORDERED NO MINIMUM, NO RESERVE ONLINE ONLY AUCTION!!! What an incredible opportunity to purchase this former skilled nursing and rehabilitation center recently closed in 2022. 40,360 square feet and located in the ever-growing desirable Andover community a suburb of Wichita, KS. This property was previously known as the Victoria Falls Skilled Nursing and Rehabilitation Senior Living center. Located near the major intersection of Central and Andover Road and close to multiple restaurants, churches, ACE Hardware, two family practice medical clinics nearby, banks and two miles to Andover's Kansas Medical Center Hospital with emergency care. The property is zoned B-4 Central Business/Mixed Use District and MXR Multiple-Family/Mixed Residential Use District. The building is "H" shaped and split into four separate wings with a kitchen and dining area in each wing. Common areas are located in the basement and the second floor which includes the therapy area and activity room. The basement is 6,186 square feet and is included in the overall total square footage. Exterior Features: Great Location 2 Way, 2 Lanes Each Way Paved Parking Lot - 43 Spots Paved Walkways Courtyard Signage Sprinkler System Hip Composition Roof Siding with Brick Veneer Interior Features: Spacious Lobby Approximately 11 Offices Approximately 76 Bed Setup Approximately 60 Units/Rooms 65 restrooms Salon with Adjustable Chair 4 Dining Rooms 2 Nurses Stations Multiple Laundry Hookups Storage Exercise room Commercial Kitchen Lounge Areas Medication Rooms Walk-out Basement 1 Elevator Cox Internet Fiber to the Building VOIP phone system ANAYA Overhead Paging in Phone System Ethernet Wiring Backup Generator Fire/Smoke Detectors Individually Controlled HVAC Per seller, there is also a nurse call system that works with bedside pull stations and bathrooms. There are displays in each of the nurse's stations. The signal of the pull station goes to display and also to pagers. This is programmed. It has the capability of wireless pendants. The windows and doors have devices that alert the nurse call system. \$150,000 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 \$200,000 in earnest money at the time of contracting. BANKRUPTCY: The sale of this property is contingent upon final approval of the United States Bankruptcy Court for the District of Kansas, Bankr. Case No. 22-10139, In re Andover Senior Care, LLC. Assisted Living facility next door is not part of this sale. The attached Personal Property Inventory is approximate and should not be considered the complete inventory of items that will be transferred with the Real Estate. Neither Seller nor McCurdy warrant or represent the completeness or accuracy of the personal property inventory list. *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 of \$150,000 for 30 day close or \$200,000 for 45 days.

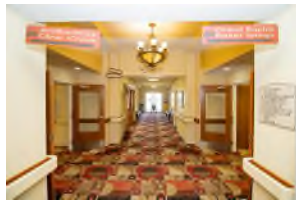
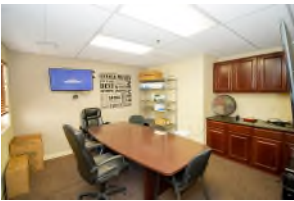
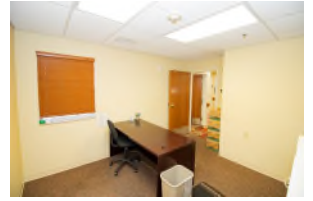
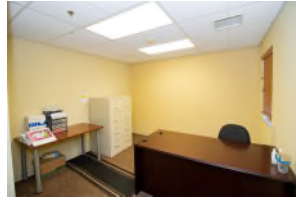
AUCTION

Type of Auction Sale	No Minimum - No Reserve	Method of Auction	Online Only
Auction Location	www.mccurdy.com	Auction Offering	Real Estate Only
Auction Date	11/1/2022	Auction Start Time	2:00 PM
Auction End Time	3:00 PM	Broker Registration Req	Yes
Broker Reg Deadline	11/16/2022 by 5:00 PM	Buyer Premium Y/N	Yes
Premium Amount	0.10	Earnest Money Y/N	Yes
Earnest Amount %/\$	150,000.00	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.

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.

COMMERCIAL PROPERTY DISCLOSURE STATEMENT

Document updated:
April 2015

Dennis and Debie Bush, as sole members of Andover Senior Care, LLC, the debtor-in-possession pursuant to In re Andover Senior Care, LLC, United States Bankruptcy Court for the District of Kansas Case No. 22-10139-11

SELLER:

DATE:

PROPERTY ADDRESS:

224 E. Central Ave. - Andover, KS 67002

Part 1. MESSAGE TO THE SELLER:

1. SELLER'S AGREEMENT AND AUTHORIZATIONS:

- A. This form is designed to assist you in making disclosures to the BUYER. If you have actual knowledge of a condition on or affecting the Property, then you must disclose that information to the BUYER on this Commercial Property Disclosure Statement (the "Statement").
- B. SELLER discloses the information on this Statement with the knowledge that even though it is not a warranty or guarantee of the condition of the Property, prospective BUYER(S) may rely on the information contained in this Statement in deciding whether, and on what terms and conditions, to purchase the Property.
- C. SELLER authorizes any real estate licensees involved in this transaction to provide a copy of this Statement to any person or entity in connection with any actual or possible purchase of the Property.

2. SELLER'S INSTRUCTIONS:

- A. SELLER has an obligation under this Statement to:
 - (1) Review this Statement and any attachments carefully;
 - (2) Verify all the important information concerning the Property;
 - (3) Attach all available supporting documentation on the Property;
 - (4) Use explanations lines as requested and when necessary; and
 - (5) Use the explanation lines to explain when the SELLER does not have the personal knowledge to answer a question.
- B. By signing this Statement, the SELLER agrees and acknowledges that the failure to disclose known material facts about the Property may result in liability to the BUYER for fraud and misrepresentation.

3. SELLER'S INDEMNIFICATION OF REAL ESTATE LICENSEES:

- A. SELLER agrees to hold harmless, indemnify and defend any real estate licensees involved in this transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to sell the Property.

SELLER'S INITIALS

SELLER'S INITIALS

Part 2. MESSAGE TO THE BUYER:

1. BUYER'S AGREEMENT AND AUTHORIZATIONS:

- A. This Statement is a disclosure of the condition of the Property as it is actually known by the SELLER on the date that the Statement was signed.
- B. BUYER agrees and acknowledges that this Statement is not a warranty or guarantee of any kind by the SELLER or any real estate licensees involved in this transaction regarding the condition of the Property and should not be used as a substitute for any inspections or warranties the BUYER(S) may wish to obtain on the Property.

2. BUYER'S INSTRUCTIONS:

- A. BUYER has an obligation under this Statement to:
- (1) Review this Statement and any attachments carefully;
 - (2) Verify all the important information about the condition of the Property contained in this Statement;
 - (3) Ask the SELLER about any incomplete or inadequate responses;
 - (4) Inquire about any concerns about the condition of the Property not addressed on this Statement;
 - (5) Review all other applicable documents concerning the Property;
 - (6) Conduct personal or professional inspections of the Property; and
 - (7) Investigate the surrounding areas of the Property to determine suitability for the BUYER.
- B. By signing this Agreement, the BUYER agrees and acknowledges that the failure to exercise due diligence to inspect the Property and verify the information about the condition of the Property contained in this Statement may affect the ability of the BUYER to hold the SELLER liable for conditions on the Property.

3. BUYER'S AGREEMENT TO HOLD REAL ESTATE LICENSEES HARMLESS:

- A. BUYER agrees that any real estate licensees involved in this transaction are not experts at detecting or repairing physical defects in and on the Property. BUYER agrees to hold harmless any real estate licensees involved in this lease transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to purchase the Property.

BUYER'S INITIALS

BUYER'S INITIALS

Part 3. GENERAL PROPERTY INFORMATION:

1. Approximate age of the Property: 12 YEARS
2. Appropriate date that SELLER acquired the Property: Built in 2010
3. Does the SELLER currently occupy the Property? ☒ Yes ☐ No
- A. If No, has the SELLER ever occupied the Property? ☐ Yes ☐ No
4. Is the SELLER current on the following assessments, charges, fees or payments relating to the Property:
- A. Mortgage payments? ☐ Yes ☒ No
- B. Property taxes? ☒ Yes ☐ No
- C. Special assessments? ☒ Yes ☐ No
- D. Other: _____ ☐ Yes ☐ No
5. What is the current zoning of the Property?
Commercial
6. Are you aware of:
- A. Any violation of zoning, setbacks or restrictions or of a non-conforming use on the Property? ☐ Yes ☒ No
- B. Any declarations, deed restrictions, plan or plat requirements that have authority over the Property? ☐ Yes ☒ No
- C. Any violation of laws or regulations affecting the Property? ☐ Yes ☒ No
- D. Any existing or threatened legal action pertaining to the Property? ☐ Yes ☒ No
- E. Any litigation or settlement pertaining to the Property? ☐ Yes ☒ No
- F. Any current or future special assessments pertaining to the Property? ☐ Yes ☒ No
- G. Any other conditions that may materially and adversely affect the value or desirability of the Property? ☐ Yes ☒ No
- H. Any other condition that may prevent you from completing the sale of the Property? ☐ Yes ☒ No

I. Any leases on the Property?

☐ Yes ☒ No

If Yes, please attach a copy of each lease agreement and describe the tenant's rights and obligations under the leases:

J. Any party currently in possession of the Property or a portion of the Property other than the SELLER?

☐ Yes ☒ No

K. Any construction, landscaping or surveying done on the Property within the last six months?

☐ Yes ☒ No

L. Any additions, alterations, repairs or structural modifications made without the necessary permits?

☐ Yes ☒ No

M. Any nuisance or other problems originating within the general vicinity of the Property?

☐ Yes ☒ No

N. Any notices of nuisance abatement, citations or investigations regarding the Property?

☐ Yes ☒ No

O. Any recent reappraisal, reclassification or revaluation of the Property for property tax purposes?

☐ Yes ☒ No

P. Any public authority contemplating condemnation proceedings?

☐ Yes ☒ No

Q. Any government rule limiting the future use of the Property other than existing zoning regulations?

☐ Yes ☒ No

R. Any government plans or discussion of public projects that could lead to the formation of a special benefit assessment district covering the Property or any portion of the Property?

☐ Yes ☒ No

S. Any interest in all or part of the Property that has been reserved by the previous owner?

☐ Yes ☒ No

T. Any unrecorded interests affecting the Property?

☐ Yes ☒ No

U. Anything that would interfere in passing clear title to the BUYER?

☐ Yes ☒ No

V. If you have answered "Yes" to any of the questions in 6(A) through (V), please attach documentation and explain here:

W. Additional Comments:

Part 4. STRUCTURAL CONDITIONS:

1. Have there been any leaking or other problems with the roof, flashing or rain gutters?

☐ Yes ☒ No

A. If Yes, what was the date of the occurrence?:

New Roof 2021

2. Have there been any repairs to the roof, flashing or rain gutters?

☒ Yes ☐ No

A. If Yes, please provide the date of the repairs?:

New Roof 2021

3. Has there been any damage to the Property due to wind, fire or flood?

☐ Yes ☒ No

4. Are there any structural problems with the Property?

☐ Yes ☒ No

5. Is there any exposed wiring presently in any structures on the Property?

☐ Yes ☒ No

6. Are there any windows or doors that leak or have broken seals?

☐ Yes ☒ No

7. Do you have any knowledge of any damage to the Property caused by termites or wood infestation?

☐ Yes ☒ No

A. If Yes, is the Property currently under warranty?

☐ Yes ☐ No

B. If Yes, please name the company here:

8. Have you ever experienced or are you aware of any:

A. Movement, shifting, deterioration or other problems with the basement, foundation or walls?

☐ Yes ☒ No

B. Corrective action taken to remedy these conditions, including but not limited to bracing or piercing?

☐ Yes ☒ No

C. Water leakage or dampness in the Property?

☐ Yes ☒ No

D. Dry rot, wood rot or similar conditions on the wood of the Property?

☐ Yes ☒ No

E. Problems with driveways, fences, patios or retaining walls on the Property?

☐ Yes ☒ No

F. Any failure of the Property to comply with the Americans with Disabilities Act?

☐ Yes ☒ No

9. If you have answered Yes to any of the questions in this Part 4, attach any written documentation and explain here:

10. Additional Comments:

Part 5. LAND CONDITIONS:

1. Is the Property or any portion of the Property located in a flood zone, wetlands area or proposed to be located in such as designated by the Federal Emergency Management Agency(FEMA)? ☐ Yes ☒ No
2. Are you aware of any drainage or flood problems on the Property or adjacent properties? ☐ Yes ☒ No
3. Have any neighbors complained that the Property causes drainage problems? ☐ Yes ☒ No
4. Is there fencing on the Property?
If Yes, does the fencing belong to the Property? ☒ Yes ☐ No
5. Are you aware of any encroachments, boundary line disputes or non-utility easements affecting the Property? ☐ Yes ☒ No
6. Are there any features of the Property shared in common with adjoining landowners, such as walls, fences, roads or driveways? *Lawn Sprinkler system* ☒ Yes ☐ No
If Yes, is the Property owner responsible for the maintenance of any such shared features? ☐ Yes ☒ No
7. Are you aware 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 vicinity of the Property? ☐ Yes ☒ No
8. If you have answered Yes to any of the questions in this Part 5, attach any written documentation and explain here:

9. Additional Comments:

Part 6. WATER AND SEWAGE SYSTEMS:

1. What is the water source on the Property? ☒ Public Water ☐ Private Water ☐ Well ☐ Cistern ☐ Other ☐ None
2. Does the Property have any sewage facilities on or connected to it? ☐ Yes ☒ No
3. Are you aware of any problems relating to the water systems or sewage facilities on the Property? ☐ Yes ☒ No
If Yes, please explain:

4. Additional Comments:

Part 7. ELECTRICAL/GAS/HEATING AND COOLING SYSTEMS:

1. Is there electrical service connected to the Property? ☒ Yes ☐ No
2. Does the Property have heating systems? ☒ Yes ☐ No
- A. If Yes, please specify: ☒ Electrical ☐ Fuel Oil ☐ Natural Gas ☐ Heat Pump ☐ Propane ☐ Other _____
3. Does the Property have air conditioning? ☒ Yes ☐ No
- A. If Yes, please specify: ☐ Central Electric ☐ Central Gas ☐ Heat Pump ☐ Window Unit(s)
4. Does the Property have a water heater? ☒ Yes ☐ No
- A. If Yes, please specify: ☒ Electric ☐ Gas ☐ Solar
5. Are you aware of any problems relating to the electrical, gas or heating and cooling systems on the Property? ☐ Yes ☒ No
- If Yes, please explain:

6. Additional Comments:

Part 8. HAZARDOUS CONDITIONS:

1. Are you aware of any existing hazardous conditions on the Property or adjacent properties (e.g. methane gas, radon gas, mold, methamphetamine production, radioactive material, landfill or toxic materials)? ☐ Yes ☒ No
2. Are you aware of any methamphetamine or other controlled substances being manufactured, stored or used on the Property? ☐ Yes ☒ No
3. Are you aware of any previous disposal of any hazardous waste products, chemicals, polychlorinated biphenyls (PCBs), hydraulic fluids, solvents, paints, illegal or other drugs or insulation on the Property? ☐ Yes ☒ No
4. Are you aware of any other environmental conditions on the Property? ☐ Yes ☒ No
5. Have any other environmental inspections or tests been conducted on the Property? ☐ Yes ☒ No
6. Are you aware of any aboveground or underground storage tanks on this Property? ☐ Yes ☒ No
7. If you have answered Yes to any of the questions in this Part 8, attach any written documentation and explain here:

8. Additional Comments:

Part 9. APPLIANCES, EQUIPMENT AND FIXTURES:

Indicate the condition of the following items by marking the appropriate box. Check only one box.

	NOT INCLUDED	WORKING	NOT WORKING		NOT INCLUDED	WORKING	NOT WORKING
1. Air conditioning – central system	☐	☒	☐	9. Lawn sprinkler(s) (No Weir)	☐	☒	☐
2. Air conditioning – window units	☐	☒	☐	10. Security gate(s)	☒	☐	☐
3. Air purifier system	☐	☒	☐	11. Security system(s)	☒	☐	☐
4. Dock leveler	☒	☐	☐	12. Smoke detector(s)	☐	☒	☐
5. Elevator	☐	☒	☐	13. Wiring system	☐	☒	☐
6. Exhaust fans – Bathrooms	☐	☒	☐	14. Other: _____	☐	☐	☐
7. Fire alarm(s)	☐	☒	☐	15. Other: _____	☐	☐	☐
8. Fire sprinkler(s)	☐	☒	☐	16. Other: _____	☐	☐	☐

Part 10. ACKNOWLEDGEMENT AND AGREEMENT:

1. The information provided in this Statement is the representation of the SELLER and not the representation of any real estate licensees involved in this transaction. Once the Statement is signed by both the BUYER and the SELLER, the information contained in the Statement will become part of any Contract to purchase the Property between the BUYER and SELLER.
2. The information provided in this Statement has been furnished by the SELLER, who certifies to the truth thereof to the best of SELLER'S belief and knowledge, as of the date signed by the SELLER. Any substantive changes subsequent to initial completion of the Statement will be disclosed by the SELLER to the BUYER prior to the signing of the Contract to purchase the Property.
3. BUYER acknowledges that BUYER has read and received a signed copy of the Statement from the SELLER, the SELLER'S agent or any real estate licensees involved in this transaction.
4. BUYER agrees that BUYER has carefully inspected the Property. Subject to any inspections allowed under the Contract to purchase the Property with the SELLER, BUYER agrees to purchase the Property in its present condition only and without warranties or guarantees of any kind by the SELLER or any real estate licensee concerning the condition of the Property.
5. BUYER agrees to verify any of the above information that is important to the BUYER by an independent investigation. BUYER has been advised to have the Property examined by professional inspectors.
6. BUYER acknowledges that neither the SELLER nor any real estate licensees involved in the transaction are experts at detecting or repairing physical defects in the Property. BUYER states that no important representations of the BUYER or any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed above or as fully set forth as follows and signed by the SELLER in this Statement or by real estate licensees in a separate document:

CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

SELLER'S SIGNATURE

DATE

BUYER'S SIGNATURE

DATE

SELLER'S SIGNATURE

DATE

BUYER'S SIGNATURE

DATE



McCurdy
REAL ESTATE & AUCTION

WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 224 E. Central Ave. - Andover, KS 67002

DOES THE PROPERTY HAVE A WELL? YES _____ NO ☒

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

Location of Well: _____

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

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

Authentisign

Dennis L. Bush, Managing Member

Owner

09/21/2022

Date

Owner

Date



AVERAGE MONTHLY UTILITIES
MISCELLANEOUS INFORMATION

Property Address: 224 E. Central Ave. - Andover, KS 67002 (the "Real Estate")

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

	Utility Provider Company	12 Month Avg
Electric:	<u>Evergy</u>	<u></u>
Water & Sewer:	<u>City of Wichita</u>	<u></u>
Gas Propane:	<u>Ks Gas Service</u>	<u></u>

If propane, is tank owned or leased? Owned Leased

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

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

Homeowners Association: Yes No ☒

Dues Amount: Yearly Monthly Quarterly

Initiation Fee:

Are there any permanently attached items that will not transfer with the Real Estate (e.g. projector, chandelier, etc.)? No

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.



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>



LIST OF ITEMS

Ordered Alphabetically by Category.

Bidding Closing 11/17 at 3:00 PM | 224 E. Central Ave., Andover KS

KITCHEN EQUIPMENT & APPLIANCES

- American Range Deep Fryer
- Atosta Reach In Refrigerator
- Bakers Rack
- Blodgett Commercial Oven
- Cambro Food Delivery Carts (3)
- Duke Three Compartment Food Warmers (4)
- Four Bin food Warmer
- Fridgidaire Refrigerator
- Groen Warmer
- Hamilton Beach Microwave
- Knight GT Commercial Dishwasher
- Mini Fridges (3)
- Norlake Walk In Freezers (2)
- Panasonic Microwaves (2)
- Samsung 36" Double Door Refrigerators (4)
- Scotman Ice Bin
- Stainless Steel Kitchen Tables (3)
- Three Compartment Sink
- Two Compartment Sink
- Whirlpool Refrigerator

OFFICE EQUIPMENT

- Barrel Chairs (8)
- Check-in Desk
- Conference Tables (2)
- Filing Cabinets (20)
- Leather Rolling Office Chairs (8)
- Office Chairs (75)
- Office Desks (10)
- Wood Bookshelves (6)

GYM EQUIPMENT

- Armedica Bariatric Mat Tables (2)
- Hammer Strength Incline Press
- Heathweigh Scale
- Lifetime Fitness Assisted Dip Chin
- Lifetime Fitness Curl Machine
- Lifetime Fitness Duel Adjustable Pulley
- Lifetime Fitness Duel Pulley Pulldown
- Lifetime Fitness Elliptical
- Lifetime Fitness Seated Leg Press
- Metron Stand in Electric Table (2)
- Trampoline
- Vibrabody Slimmer

GENERAL FURNITURE

- 4-Drawer Dressers (42)
- Card Tables (15)
- Leather Benches (7)
- Leather Reclining Chairs (2)
- Nightstands (40)
- Oval Mirrors (25)
- Rolling Bedside Tables (45)
- Three Seat Sofa
- Wood Half-Moon Tables (2)



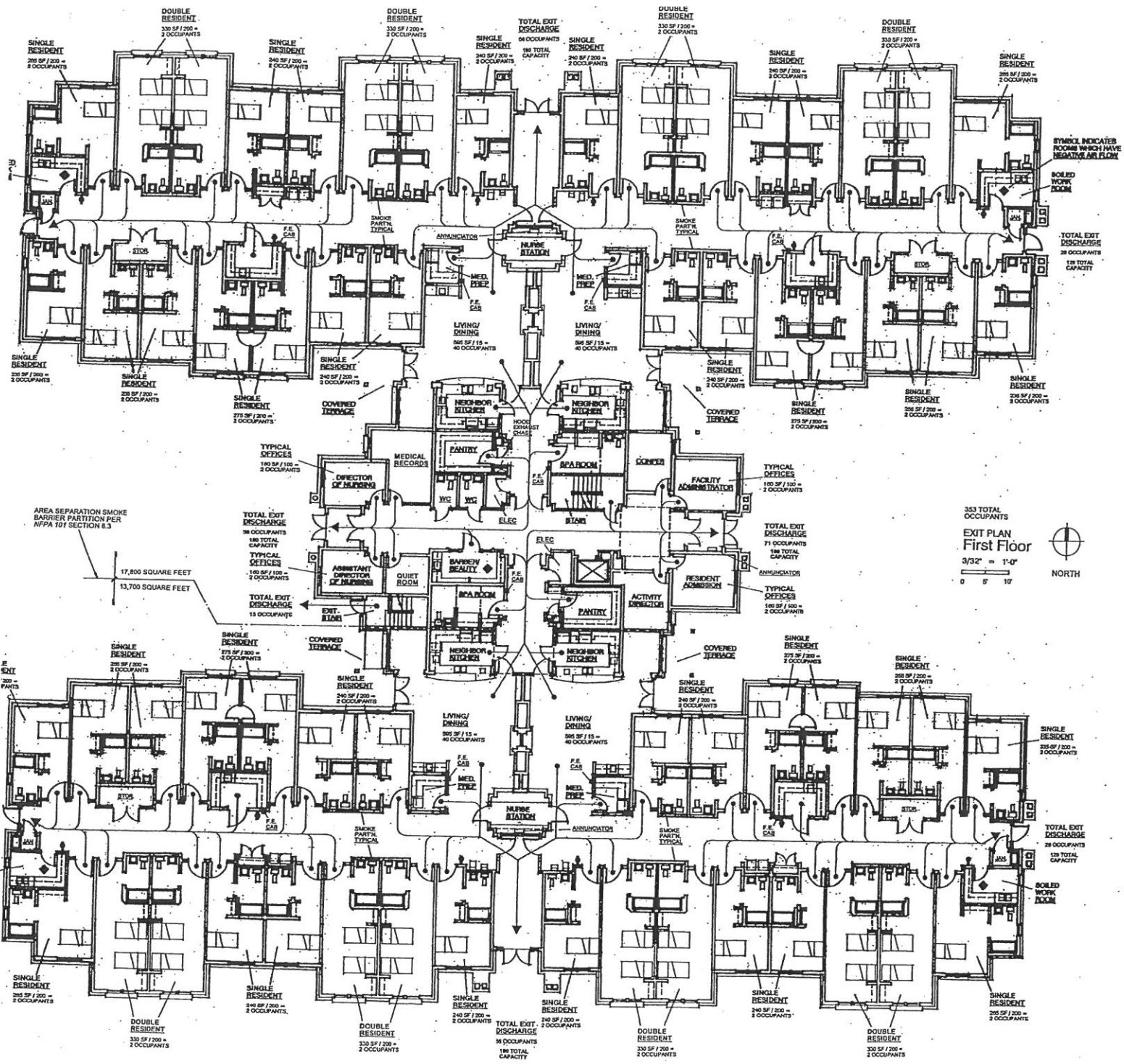
MEDICAL FURNITURE & EQUIPMENT

- Invacare Reliant 450 Power Lifts
- Mastercare Entrée Spa Tub
- Medical Beds (45)
- Walkers (25)
- Wheelchairs (35)
- Raised Bathroom Seats (10)
- Invacare Motorized Wheelchair
- Stretcher
- Hydrocollator

MISCELLANEOUS

- 36' Televisions - Sylvania, Magnavox, Sanyo, Vizio (50)
- Bosch 800 Series Washer (4)
- Bosch Axxis Dryers (4)
- Gordon Laughead Piano
- Linen Carts (5)
- Salon Choice Hooded Hair Dryer
- Shark Vacuums (2)
- Speed Queen Commercial Dryers (4)
- Speed Queen Commercial Washers (4)
- Towel Cart
- Visio 60" Televisions (2)
- Wire Racks (51)

**The above Personal Property Inventory is approximate and should not be considered the complete inventory of items that will be transferred with the Real Estate. Neither Seller nor McCurdy warrant or represent the completeness or accuracy of the personal property inventory list.*



AREA SEPARATION SMOKE
BARRIER PARTITION PER
NFPA 101 SECTION 8.3

17,800 SQUARE FEET
13,700 SQUARE FEET

353 TOTAL
OCCUPANTS

EXIT PLAN
First Floor

3/32" = 1'-0"

0 5' 10'

NORTH

Lot Split



Drawing File: F:\SURVEY\LOT\The Meadows 3rd Add Lot 1.dwg | The Meadows 3rd Lot 1 Split.dwg

Lot Split

Parcel "A"

The east 206.00 feet of the south 257.00 feet of Lot 1, Block 1, The Meadows Third Addition, an Addition to Andover, Butler County, Kansas.

Parcel "B"

Lot 1, Block 1, The Meadows Third Addition, an Addition to Andover, Butler County, Kansas, EXCEPT the east 206.00 feet of the south 257.00 feet thereof.

RTN: City of Andover
(3) P.O. Box 295
Andover, KS 67002

Certificate of Lot Split Approval

State of Kansas)
Butler County) SS

I hereby certify that this lot split has been examined by the Andover City Planning Commission and found to comply with the Subdivision Regulations of the City of Andover, Butler County, Kansas and therefore approved for recording.

Dated this 15th day of April, 2008

Andover City Planning Commission

Quentin Coon, Chairperson
Quentin Coon

BUTLER COUNTY, KS
- MARCIA MCCOY -
REGISTER OF DEEDS
Book: 2009 Page: 3125
Receipt #: 48199
Pages Recorded: 2
Date Recorded: 6/18/2008 10:32:18 AM
Total Fees: \$12.00

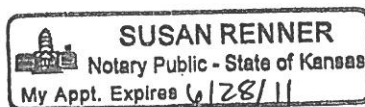


State of Kansas)
Butler County) SS

The foregoing instrument acknowledged before me, Quentin Coon, Chairperson of the Andover City Planning Commission, this 8th day of May, 2008, by

[Signature], Notary Public

My Appointment Expires 6/28/11



Page 1 of 2

Project No. 07-03-P083

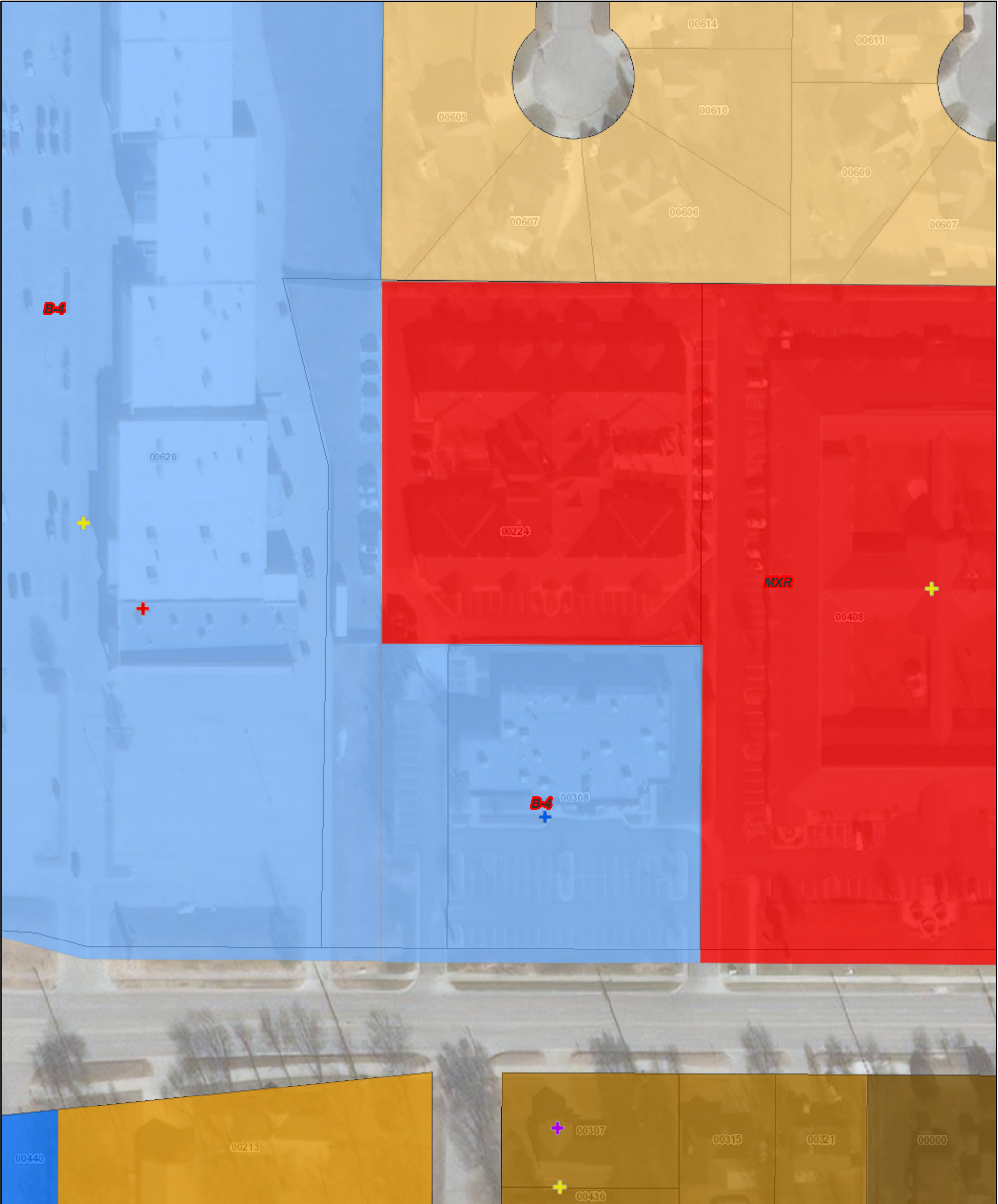


Drawing File: F:\SURVEY\LOT\The Meadows 3rd Add Lot 1\dwg\The Meadows 3rd Lot 1 Split.dwg

REC
COMP
NUM

m

224 E. Central Ave., Andover, KS 67002 - Zoning B4 Central Business/Mixed Use District & MXR Multiple-Family/Mixed Residential Use District

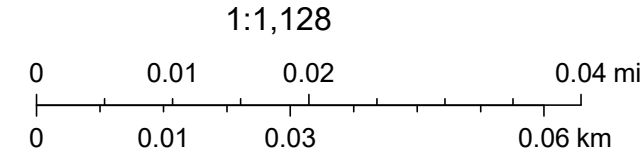


4/14/2022, 10:56:48 AM

Zoning District

- SF-1 Single-Family Residential/Low Density District
- SF-2 Single-Family Residential/Medium Density District
- MF-1 Single-Family & Two-Family Residential District
- MXR Multiple-Family/Mixed Residential Use District
- MH-1 Manufactured Home Park District
- B-3 Retail & Service Business District

- B-4 Central Business/Mixed Use District
- City Limits
- Variance
- Vacation
- Special Use Permit
- Conditional Use Permit
- Parcel

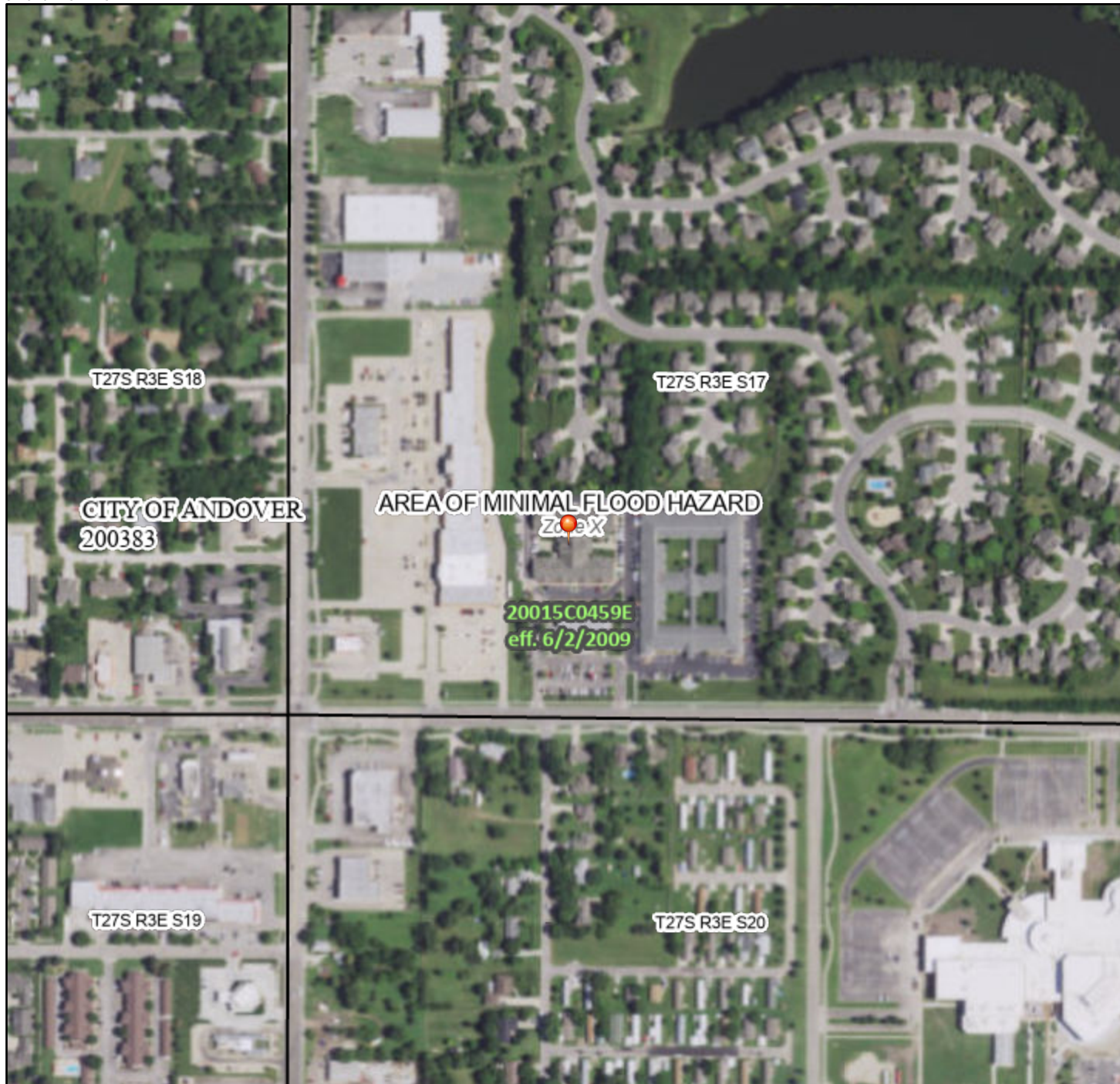


Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community

National Flood Hazard Layer FIRMMette



97°8'16"W 37°41'57"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

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
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
OTHER FEATURES		Levee, Dike, or Floodwall
		Cross Sections with 1% Annual Chance Water Surface Elevation
MAP PANELS		Coastal Transect
		Base Flood Elevation Line (BFE)
OTHER FEATURES		Limit of Study
		Jurisdiction Boundary
OTHER FEATURES		Coastal Transect Baseline
		Profile Baseline
OTHER FEATURES		Hydrographic Feature
		Digital Data Available
MAP PANELS		No Digital Data Available
		Unmapped



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 **10/7/2022 at 10:50 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.

224 E. Central Ave., Andover, KS 67002 - Aerial



-  County Boundary
-  Parcel_Data
-  Cemetery_Plats

This map is intended for informational purposes only. It should not be used in lieu of a survey to determine property boundaries.

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)*

