

PROPERTY INFORMATION PACKET

THE DETAILS



6348 SE Bluestem Rd. | Leon, KS 67074

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

BIDDING CLOSING: Thurs, Nov 17th @ 2:00 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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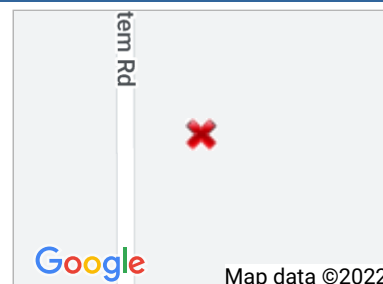
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Real Estate & Auction, LLC. It is incumbent 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 2



MLS # 618194
Status Active
Contingency Reason
Area B24 - Leon
Address 6348 S BLUESTEM RD
Address 2
City Leon
Zip 67074
Asking Price \$0
Original Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms	5	Approx. AGLA	2847
Total Bedrooms	5.00	AGLA Source	Court House
AG Full Baths	2	Approx. BFA	0.00
AG Half Baths	1	BFA Source	Court House
Total Full Baths	2	Approx. TFLA	2,847
Total Half Baths	1	Lot Size/SqFt	1751112
Total Baths	3	Number of Acres	40.20
Old Total Baths			
Garage Size	4+		
Basement	None		
Levels	2 Story		
Approximate Age	11 - 20 Years		
Acreage	10.01 or More		

GENERAL

List Agent - Agent Name and Phone	RICK W BROCK - HOME: 316-683-0612	List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600
Co-List Agent - Agent Name and Phone		Co-List Office - Office Name and Phone	
Showing Phone	1-800-301-2055	Model Home Phone	
Year Built	2002	Builder	
Est. Completion Date		Building Permit Date	
Parcel ID	20015-008-272-04-0-00-00-003.02-0	School District	Bluestem School District (USD 205)
Elementary School	Bluestem	Middle School	Bluestem
High School	Bluestem	Subdivision	NONE LISTED ON TAX RECORD
Legal	S04 , T27 , R06E , ACRES 40.2 , N/2 S/2 NW/4 LESS ROW	Realtor.com Y/N	Yes
Display on Public Websites	Yes	Display Address	Yes
VOW: Allow AVM	Yes	VOW: Allow 3rd Party Comm	Yes
Variable Comm	Non-Variable	Virtual Tour Y/N	
Days On Market	35	HotSheet Date	10/21/2022
Price Date	10/21/2022		

ROOMS

Master Bedroom Level	Main	Master Bedroom Dimensions	12.10 x 11.10
Master Bedroom Flooring	Wood Laminate	Living Room Level	Main
Living Room Dimensions	13.9 x 14.9	Living Room Flooring	Wood Laminate
Kitchen Level	Main	Kitchen Dimensions	26.1 x 14.3
Kitchen Flooring	Wood Laminate	Room 1 Type	
Room 2 Type		Room 3 Type	
Room 4 Level	Upper	Room 4 Type	Bedroom
Room 4 Dimensions	9.3 x 11.5	Room 4 Flooring	Carpet
Room 5 Level	Upper	Room 5 Type	Bedroom
Room 5 Dimensions	9.3 x 17.9	Room 5 Flooring	Carpet
Room 6 Level	Upper	Room 6 Type	Bedroom
Room 6 Dimensions	11.11 x 12.1	Room 6 Flooring	Carpet
Room 7 Level	Upper	Room 7 Type	Bedroom
Room 7 Dimensions	10 x 10.11	Room 7 Flooring	Carpet
Room 8 Level	Upper	Room 8 Type	Family Room
Room 8 Dimensions	16.5 X 14.9	Room 8 Flooring	Carpet
Room 9 Level	Main	Room 9 Type	Office
Room 9 Dimensions	15.1 X 7.7	Room 9 Flooring	Wood Laminate

ROOMS			
Room 10 Level	Main	Room 10 Type	Concrete Storm Room
Room 10 Dimensions	9.2 X 6.2	Room 10 Flooring	Concrete
Room 11 Level	Main	Room 11 Type	Garage Space 1
Room 11 Dimensions	38.3 X 28.9	Room 11 Flooring	Concrete
Room 12 Level		Room 12 Type	
Room 12 Dimensions		Room 12 Flooring	
DIRECTIONS			
Directions (Leon) SE 60th St. & SE Bluestem Rd., South to Home.			
FEATURES			
ARCHITECTURE	UTILITIES	APPLIANCES	POSSESSION
Traditional	Lagoon	Dishwasher	At Closing
EXTERIOR CONSTRUCTION	Propane Gas	Disposal	PROPOSED FINANCING
Vinyl/Metal Siding	Rural Water	Microwave	Other/See Remarks
ROOF	BASEMENT / FOUNDATION	Refrigerator	WARRANTY
Composition	Crawl Space	Range/Oven	No Warranty Provided
LOT DESCRIPTION	BASEMENT FINISH	MASTER BEDROOM	OWNERSHIP
Standard	None	Master Bdrm on Main Level	Corporate non-REO
Wooded	COOLING	Sep. Tub/Shower/Mstr Bdrm	PROPERTY CONDITION REPORT
FRONTAGE	Central	AG OTHER ROOMS	No
Paved Frontage	Electric	Office	SHOWING INSTRUCTIONS
EXTERIOR AMENITIES	HEATING	Concrete Storm Room	Appt Req-Call Showing #
Covered Deck	Forced Air	LAUNDRY	LOCKBOX
Fence-Chain	Propane-Leased	Main Floor	Combination
Guttering	DINING AREA	Separate Room	TYPE OF LISTING
Security Light	Kitchen/Dining Combo	220-Electric	Excl Right w/o Reserve
Storage Building(s)	FIREPLACE	Wash Sink	AGENT TYPE
Storm Windows/Ins Glass	One	INTERIOR AMENITIES	Sellers Agent
GARAGE	Living Room	Ceiling Fan(s)	
Detached	Woodburning	Closet-Walk-In	
Oversized	KITCHEN FEATURES	Fireplace Doors/Screens	
FLOOD INSURANCE	Eating Bar	Vaulted Ceiling	
Unknown	Island	Window Coverings-All	
	Electric Hookup	Wood Laminate	
	Granite Counters		
FINANCIAL			
Assumable Y/N	No	HOA Y/N	No
Currently Rented Y/N	No	Yearly HOA Dues	
Rental Amount		HOA Initiation Fee	
General Property Taxes	\$4,806.90	Home Warranty Purchased	Unknown
General Tax Year	2021	Earnest \$ Deposited With	Security 1st Title
Yearly Specials	\$0.00		
Total Specials	\$0.00		

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. Tuesday, November 1st, 2022 at 2 PM (cst) | BIDDING CLOSING: Thursday, November 17th , 2022 at 2 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!!!! Looking for a tranquil property in the country yet still want to be close to all the city amenities? Well, this is the one for you! This 2,847 square foot two-story home sits on 40 +/- acres, right on blacktop, in Leon, Kansas. All this is situated less than 15 minutes to El Dorado, approximately 20 minutes to Augusta, 30 minutes to Andover, and 40 minutes to Wichita. Per the seller, this home with a have a brand-new class-4 impact resistant roof installed prior to closing. The winning bidder may select the roof color after the bidding concludes. The wooded surroundings and natural coverage creates space for frequent wildlife visitors, including Whitetail deer, turkey, quail, and more. There are two ponds fed by a freshwater creek, the larger pond stocked with bass and other game fish. The expansive two-story deck opens to the east for a stunning view of the sunrise over the pond. The impressive 40 x 30 heated, over-sized, detached four-plus car garage sits next to the home, complete with a built-in storage room and space for utility vehicles. There is also an 18 x 30 storage shed with 220-watt power, built-in shelving, and kennels. As you enter the home you will see the open floor plan showcasing the kitchen/dining combination with wood laminate flooring and deck access, boasting white cabinetry and granite countertops. The kitchen also features a farmhouse sink, two islands, one with an eating bar, a walk-in pantry, stainless steel double-door refrigerator, a wall oven, cooktop, dishwasher, and microwave. On the other side of the kitchen is the living room with high ceilings and a custom natural stone fireplace designed to burn hedge wood. The primary bedroom sits off the living room and has an ensuite with a separate tub and shower. A large laundry room with a utility sink, half bathroom, office space, and concrete storm shelter complete the main level of the home. The upper level has a family /rec room with deck access, four bedrooms, and a full bathroom with a tub/shower combination. Per the sellers, there are new energy -efficient doors with double insulation. Mineral rights are owned by a third party and will not pass to buyer. *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 \$20,000.

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	11/1/2022	
Auction Start Time	2:00 PM	
Broker Registration Req	Yes	
Buyer Premium Y/N	Yes	
Premium Amount	0.10	
Earnest Money Y/N	Yes	
Earnest Amount %/\$	20,000.00	

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.



McCurdy
REAL ESTATE & AUCTION

LIMITED-KNOWLEDGE SELLER'S DISCLOSURE

Property Address: 6348 SE Bluestem Rd - Leon, KS 67074 (the "Real Estate")

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

Occupancy: ☐ Tenant-Occupied ☐ Owner-Occupied ☒ Vacant

Lease information (if applicable):

Written Lease: ☐ Yes ☐ No

Term of Lease: ☐ Month-to-Month ☐ Fixed Expiration Date (Please provide date): _____

Rent Amount: _____ Tenant current on rent: ☐ Yes ☐ No

Deposit Amount: _____

Appliances Transferring with the Real Estate:

Refrigerator: ☒ Yes ☐ No ☐ None/Unknown

Stove/Oven: ☒ Yes ☐ No ☐ None/Unknown

Dishwasher: ☒ Yes ☐ No ☐ None/Unknown

Microwave: ☒ Yes ☐ No ☐ None/Unknown

Washer: ☐ Yes ☒ No ☐ None/Unknown

Dryer: ☐ Yes ☒ No ☐ None/Unknown

Utilities:

Utility Provider/Company

Utility On or Off

Utility Paid By

Electric: Evergy

☒ On ☐ Off

☐ Tenant ☐ Owner

Water/Sewer: Rural Water

☒ On ☐ Off

☐ Tenant ☐ Owner

Gas: none

☐ On ☒ Off

☐ Tenant ☐ Owner

Propane: Jim's Propane

☒ On ☐ Off

☐ Tenant ☐ Owner

Propane tank information (if applicable): ☐ Owned ☒ Leased

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

Other Utility: _____

☐ On ☐ Off

☐ Tenant ☐ Owner

Have any utility meters been removed? ☐ Yes ☒ No ☐ Unknown

If yes, please provide details including type of meter and applicable address or unit:

Code Violations:

Does the property have any code violations? ☐ Yes ☒ No ☐ Unknown

If yes, please provide details: _____

Special Assessments or Fees:

Is the Real Estate located in an improvement district? ☐ Yes ☒ No ☐ Unknown

Is the Real Estate subject to any current or future special tax assessments or fees that you are aware of? ☐ Yes ☒ No ☐ Unknown

Special Assessment/Fee Amount (give a good faith estimate if exact amount is unknown): _____

Explanation of Assessment or Fee: _____

Homeowners Association:

Is the property subject to HOA fees? ☐ Yes ☒ No ☐ Unknown

Dues Amount: _____ ☐ Yearly ☐ Monthly ☐ Quarterly

Initiation Fee: _____

Property Disclosures:

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

none

Seller has been advised and understands that the law requires disclosure of any actual known material defect in the Real Estate to prospective buyers and that failure to do so may result in civil liability for damages. Seller accordingly discloses the following actual known material defects (if none, write "none"):

none, never lived at the property unknown.

By signing below, Seller represents that above information is true and correct to the best of Seller's knowledge.

SELLER:

Authentisign
 10/05/2022

Signature Date

Tim Wallace

Print
Executor The Estate of Freeman L. Wallace

Title Company

Signature Date

Print

Title Company

By signing below, Buyer acknowledges that no Seller's Property Disclosure is available for the Real Estate and that it was Buyer's responsibility to review the above-provided information and to have any and all desired inspections completed prior to bidding on the Real Estate and that Buyer has either reviewed the above-provided information and performed all desired inspections or accepts the risk of not having done so.

BUYER:

Signature Date

Signature Date



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REAL ESTATE & AUCTION

WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 6348 SE Bluestem Rd. - Leon, KS

DOES THE PROPERTY HAVE A WELL? YES _____ NO X

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

Location of Well: _____

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

If yes, what type? Septic _____ Lagoon X

Location of Lagoon/Septic Access: North of the home

Authentisign
Timothy Wallace, Successor Executor

Owner

08/29/2022

Date

Owner

Date



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

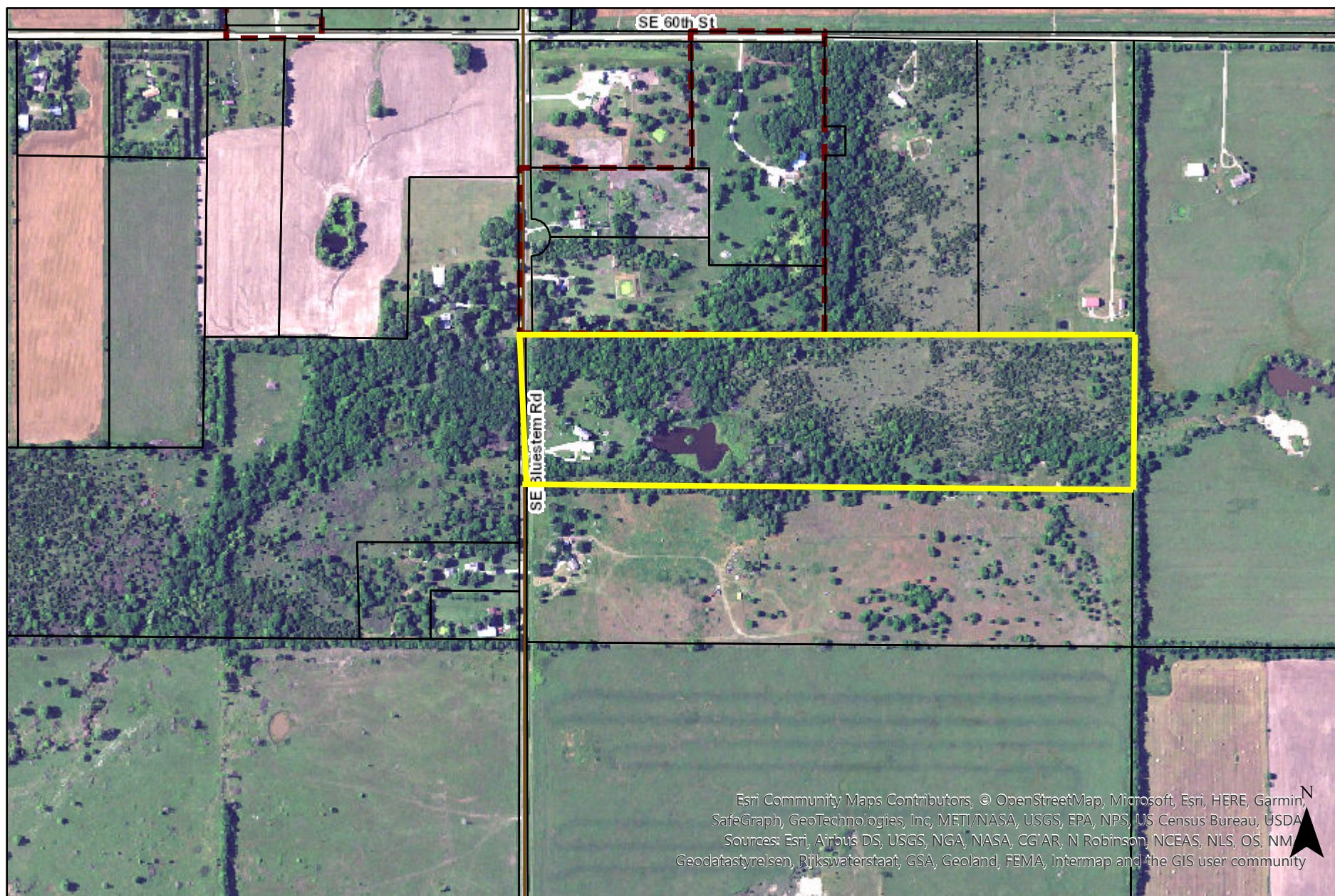
File Number

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>

6348 SE Bluestem Rd., Leon, KS 67074 - Zoning AG-40 Agricultural



County Boundary
 Parcel_Data
 BLDG_LL

Subdivisions
 Condo_Boundaries

RoadCenterline
 CITY
 COUNTY ASPHALT

COUNTY GRAVEL
 KANSAS TURNPIKE
 PAPER
 PRIVATE

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

National Flood Hazard Layer FIRMette



96°47'36"W 37°44'12"N



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

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

96°46'59"W 37°43'44"N

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 Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped



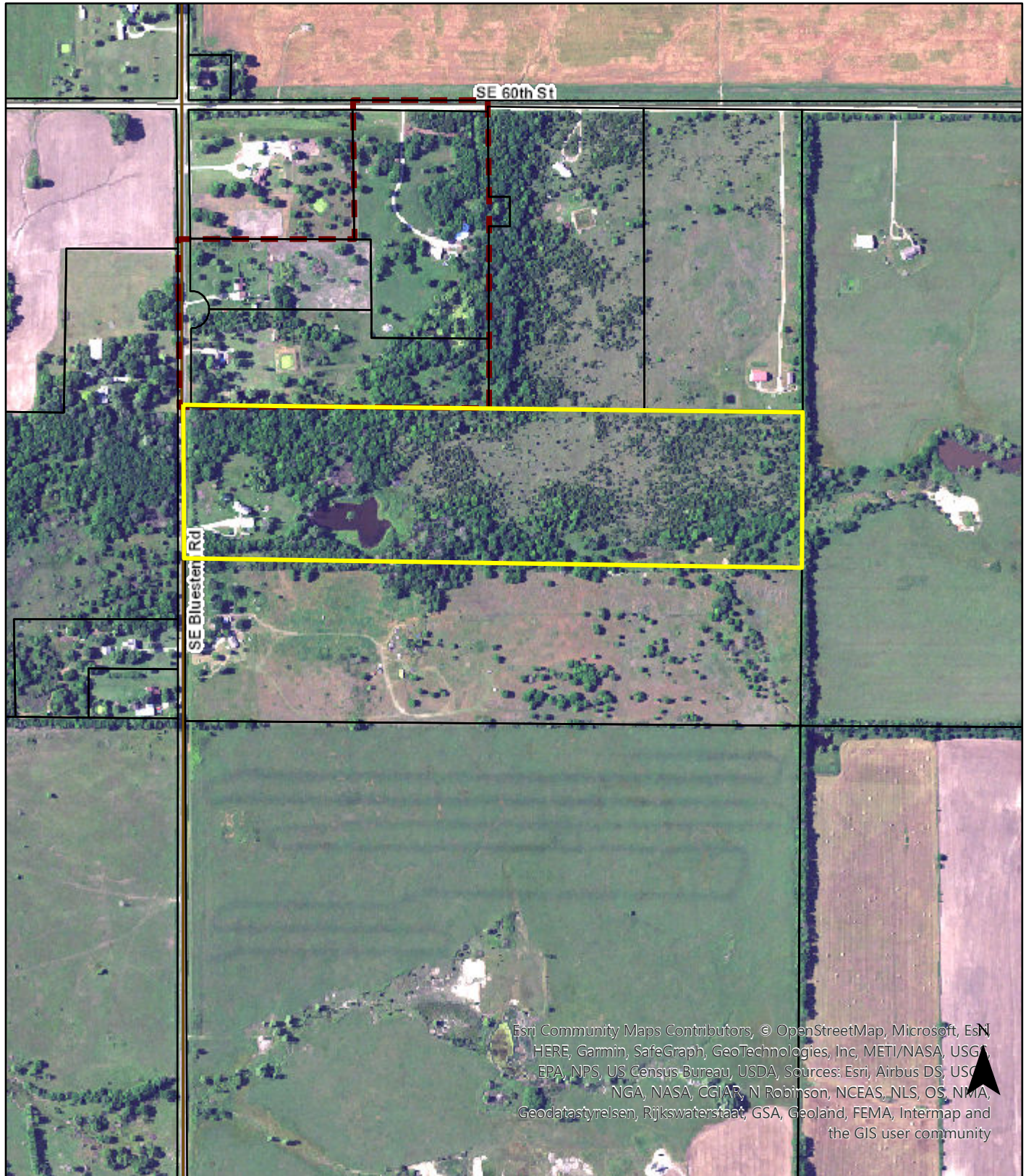
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

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 8/4/2022 at 11:26 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.

6348 SE Bluestem Rd, Leon, KS 67074 - Aerial



- County Boundary
- Parcel_Data
- BLDG_LL
- Subdivisions
- Condo_Boundaries

- RoadCenterline
- | | | |
|--|-----------------|-----------------|
| | CITY | CITY |
| | COUNTY ASPHALT | COUNTY ASPHALT |
| | COUNTY GRAVEL | COUNTY GRAVEL |
| | KANSAS TURNPIKE | KANSAS TURNPIKE |

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)*

