

PROPERTY INFORMATION PACKET

THE DETAILS



6920 S. 183rd St. W. & Add 4.57 +/- Acre Lot | Viola, KS 67149

AUCTION: BIDDING OPENS: Tues, March 7th @ 2:00 PM
BIDDING BEGINS CLOSING: Thurs, March 16th @ 2:00 PM

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





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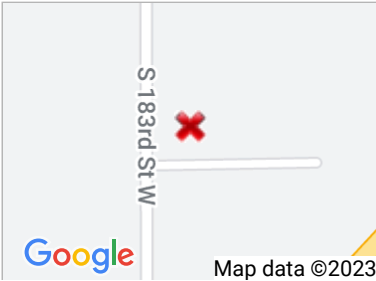
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Real Estate & Auction, LLC. It is incumbent 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.

MLS PIP



MLS # 621559
County Sedgwick
Class Multi-Family
Property Type Mobile/Modular
Area SCKMLS
Address 6920 S 183RD ST W
Address 2
City Viola
State KS
Zip 67149
Status Active
Contingency Reason
Asking Price \$0



GENERAL

List Agent - Agent Name and Phone	Isaac Klingman	Realtor.com Y/N	Yes
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Display on Public Websites	Yes
Showing Phone	1-888-874-0581	Display Address	Yes
Style	Other	VOW: Allow AVM	Yes
Approximate Age	21 - 35 Years	VOW: Allow 3rd Party Comm	Yes
Basement	None	Variable Comm	Non-Variable
Existing Finance	None	Virtual Tour Y/N	
Owner Finance Y/N	No		
Approx. TFLA	1,782.00		
TFLA Source	Court House		
Parcel ID	20173-00473898		
Number of Units	11		
On-Site Parking Spaces	11.00		
Year Built	1994		
# of Efficiency Units			
# of 1 Bedroom Units			
# of 2 Bedroom Units			
# of 3 Bedroom Units			
Lot Size/SqFt	226948		
Rent Per Unit-Efficiency			
Rent Per Unit - 1 Bedroom			
Rent Per Unit - 2 Bedroom			
Rent Per Unit - 3 Bedroom			
Vacancy Rate %	54.00		
School District	Clearwater School District (USD 264)		
Elementary School	Clearwater West		
Middle School	Clearwater		
High School	Clearwater		
Subdivision	MNONE		
Legal	CLONMEL ESTATES MHC, SPACE 2		

DIRECTIONS

Directions (Viola) W. 71st St. S. & S. 183rd St. W. - North to Property

FEATURES

EXTERIOR CONSTRUCTION Vinyl	TENANT PAID UTILITIES Electric Gas	PARKING 2 per Unit	OWNERSHIP Trust
# OF STORIES One	BASEMENT USE None	APPLIANCES Over/Range Refrigerator	SHOWING INSTRUCTIONS Appt Req-Call Showing #
ROOF Composition	BASEMENT FINISH PER None	POSSESSION At Closing	LOCKBOX None
FLOOD INSURANCE Unknown	HEATING Central Gas Forced Air	PROPOSED FINANCING Other/See Remarks	TYPE OF LISTING Excl Right w/o Reserve
UTILITIES Lagoon Natural Gas Private Water	COOLING Central Electric	TERMS OF TENANCY Month to Month	AGENT TYPE Sellers Agent
OWNER PAID UTILITIES		DOCUMENTS ON FILE Photographs	FLOORS Carpet Other/See Remarks

FEATURES

Trash

FINANCIAL

Assumable Y/N	No
Gross Income	\$1,150.00
General Taxes	\$400.05
General Tax Year	2022
Yearly Specials	\$41.90
Total Specials	\$41.90
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: Tuesday, March 7th, 2023 at 2 PM (cst) | BIDDING CLOSING: Thursday, March 16th, 2023 at 2:00 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!!! An amazing opportunity to purchase a mobile home park on 5.21+/- acres located in Viola, Kansas off Highway K-42 and S. 183rd St. W. Whether you are looking to live on the property and collect passive income, or you are just looking to invest in a new business venture, you are in luck! The seller of the property is a longtime owner of the land and owns two of the homes as well. The owner currently resides in the double-wide manufactured home and rents out one of the single-wide homes. The remaining three tenants are all on monthly lot rent. With some work , this property can easily reach its full potential and generate income in many ways. Currently, the property is generating \$1,150 a month with room to make much more. Below is a further description and breakdown of the lots and property improvements. Property Highlights: 26'x18' shed with carport and concrete storm shelter 64'x44' livestock barn with 30'x36' storage barn Pipe fencing Two wells and lagoons Natural gas hookups Rural water available Blacktop frontage Fiber Optic Cable Lot Break Down: #N1 - Seller owns the 1996 Schult mobile home and rents it for \$500 a month - new roof in 2019 3-bedroom, 2-bathroom home with separate laundry room Kitchen with eating space, refrigerator, stove, and dishwasher transfer Front porch, large fenced-in yard, double carport #N2 - Seller owns and resides in the 1994 Skyline double-wide mobile home - new roof in 2019 3-bedroom, 2-bathroom, family room, separate laundry room Updated kitchen with laminate countertops, kitchen island Two huge porches, one is covered, fenced-in yard, double carport New Generac generator #N4 - Tenant owns the mobile home and pays \$200 a month for lot rent. 35-year tenant. #N5 - Vacant Lot #N6 - Vacant Lot #N7 - Tenant owns the mobile home and pays \$225 a month for lot rent. #N8 - Vacant Lot #N9 - Tenant owns 5th wheel and pays \$225 a month for lot rent. #N10 - Vacant Lot #N11 - Vacant Lot This parcel is being offered separately and together with parcel 2. Lot 6 needs new electric service. Lots 10 and 11 need new gas lines. *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 \$10,000. Per seller each lot has their own electric and gas utility. There is one well that feeds water to all the lots, that well is on its own electric meter and is paid by the seller. The electric meter on lot N11 provides electric the storm shelter, security light, flag lot and barn. The electric meter on lot N8 provides electric to the other security light on the property. Both N11 and N8 are currently paid by the seller as well.

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	3/7/2023	
Auction Start Time	2:00 PM	
Broker Registration Req	Yes	
Broker Reg Deadline	3/15/2023 by 5:00 PM	
Buyer Premium Y/N	Yes	
Premium Amount	0.10	
Earnest Money Y/N	Yes	
Earnest Amount %/\$	10,000.00	

TERMS OF SALE

Terms of Sale

PERSONAL PROPERTY

Personal Property

SOLD

How Sold	
Sale Price	
Net Sold Price	
Pending Date	Selling Agent - Agent Name and Phone
Closing Date	Selling Office - Office Name and Phone
	Co-Selling Agent - Agent Name and Phone
	Co-Selling Office - Office Name and Phone
	Appraiser Name

Short Sale Y/N
Seller Paid Loan Asst.
Previously Listed Y/N
Includes Lot Y/N
Sold at Auction Y/N

Non-Mbr Appr Name

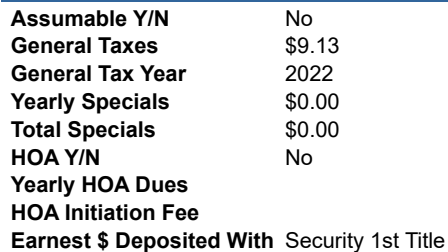
ADDITIONAL PICTURES





DISCLAIMER

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PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, March 7th, 2023 at 2 PM (cst) | BIDDING CLOSING: Thursday, March 16th, 2023 at 2:10 PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES. ONLINE ONLY!!! Highway frontage! 4.57+/- acres of undeveloped land currently used as pasture and located along Highway K-42 and S. 183rd St. W. With its great location this land is a blank slate for any idea you have in mind. Whether you are looking to build your dream home, possibly start a business, create passive income, or simply invest in land, you do not want to let this opportunity pass you by! This parcel will be selling separate and together with 6920 S. 183rd St. W. (Parcel 1). *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 \$10,000. Per seller each lot has their own electric and gas utility. There is one well that feeds water to all the lots, that well is on its own electric meter and is paid by the seller. The electric meter on lot N11 provides electric the storm shelter, security light, flag lot and barn. The electric meter on lot N8 provides electric to the other security light on the property. Both N11 and N8 are currently paid by the seller as well.

MARKETING REMARKS

Marketing Remarks

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview
Method of Auction	Online Only	1 - Open/Preview Date
Auction Location	www.mccurdy.com	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	3/7/2023	2 - Open for Preview
Auction Start Time	2:00 PM	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	03/15/2023 by 5:00 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

PERSONAL PROPERTY

Personal Property

SOLD

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

ADDITIONAL PICTURES





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McCurdy
REAL ESTATE & AUCTION

LIMITED-KNOWLEDGE SELLER'S DISCLOSURE MULTIFAMILY (4-6 UNITS)

Property Address: 6920 S. 183rd St. W. & Additional Lot - Viola, KS 67149 (the "Real Estate")

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

Property Type: ☐ Four to Sixplex ☐ Apartment Complex ☒ Mobile/Modular Homes ☐ Multiple Homes on One Lot

Occupancy: _____ Total # of Units _____ Number of Occupied Units _____ Number of Vacant Units

Tenant Details:

1	Address/Unit: <u>6920 S. 183rd N1</u>	Occupancy: ☐ Tenant-Occupied ☒ Owner-Occupied ☐ Vacant
Utilities On or Off: Electric: ☒ On ☐ Off Water: ☒ On ☐ Off Gas: ☒ On ☐ Off Other: ☐ On ☐ Off		Utilities Paid By: Electric: ☒ Tenant ☐ Owner Water: ☒ Tenant ☐ Owner Gas: ☒ Tenant ☐ Owner Other: ☐ Tenant ☐ Owner
Type, if other: <u>Trash paid by seller</u>		Terms of Tenancy & Lease Information Written Lease: ☐ Yes ☒ No Term of Lease: ☐ Month-to-Month ☐ Fixed Expiration Date: _____ Rent Amount: \$ <u>500</u> Deposit Amount: \$ _____ Tenant Current on Rent: ☒ Yes ☐ No
Appliances transferring with the Real Estate Refrigerator: ☒ Yes ☐ No ☐ None Stove/Oven: ☒ Yes ☐ No ☐ None Dishwasher: ☒ Yes ☐ No ☐ None Microwave: ☐ Yes ☐ No ☒ None Washer: ☐ Yes ☐ No ☒ None Dryer: ☐ Yes ☐ No ☒ None		

2	Address/Unit: <u>6920 S. 183rd N2</u>	Occupancy: ☐ Tenant-Occupied ☒ Owner-Occupied ☐ Vacant
Utilities On or Off: Electric: ☒ On ☐ Off Water: ☒ On ☐ Off Gas: ☒ On ☐ Off Other: ☐ On ☐ Off		Utilities Paid By: Electric: ☒ Tenant <u>Seller</u> ☐ Owner Water: ☒ Tenant <u>Seller</u> ☐ Owner Gas: ☒ Tenant <u>Seller</u> ☐ Owner Other: ☐ Tenant ☐ Owner
Type, if other: <u>Trash paid by seller</u>		Terms of Tenancy & Lease Information Written Lease: ☐ Yes ☐ No <u>N/A</u> Term of Lease: ☐ Month-to-Month ☐ Fixed Expiration Date: _____ Rent Amount: \$ _____ Deposit Amount: \$ _____ Tenant Current on Rent: ☐ Yes ☐ No
Appliances transferring with the Real Estate Refrigerator: ☒ Yes ☐ No ☐ None Stove/Oven: ☒ Yes ☐ No ☐ None Dishwasher: ☒ Yes ☐ No ☐ None Microwave: ☐ Yes ☐ No ☒ None Washer: ☒ Yes ☐ No ☐ None Dryer: ☐ Yes ☐ No ☒ None		

3	Address/Unit: <u>Mobile Home N4</u>	Occupancy: ☐ Tenant-Occupied ☒ Owner-Occupied ☐ Vacant
Utilities On or Off: Electric: ☒ On ☐ Off Water: ☒ On ☐ Off Gas: ☒ On ☐ Off Other: ☐ On ☐ Off		Utilities Paid By: Electric: ☒ Tenant ☐ Owner Water: ☒ Tenant ☐ Owner Gas: ☒ Tenant ☐ Owner Other: ☒ Tenant ☐ Owner
Type, if other: _____		Terms of Tenancy & Lease Information Written Lease: ☐ Yes ☒ No Term of Lease: ☐ Month-to-Month ☐ Fixed Expiration Date: _____ Rent Amount: \$ <u>200.-</u> Deposit Amount: \$ <u>N/A</u> Tenant Current on Rent: ☒ Yes ☐ No
Appliances transferring with the Real Estate Refrigerator: ☐ Yes ☐ No ☐ None Stove/Oven: ☐ Yes ☐ No ☐ None Dishwasher: ☐ Yes ☐ No ☐ None Microwave: ☐ Yes ☐ No ☐ None <u>N/A</u> Washer: ☐ Yes ☐ No ☐ None Dryer: ☐ Yes ☐ No ☐ None		

Tenant owns home

4	Address/Unit: <u>N-7</u>	Occupancy: ☒ Tenant-Occupied ☐ Owner-Occupied ☐ Vacant
Utilities On or Off:		Utilities Paid By:
Electric: ☒ On ☐ Off	☒ Tenant ☐ Owner	Terms of Tenancy & Lease Information
Water: ☒ On ☐ Off	☒ Tenant ☐ Owner	
Gas: ☒ On ☐ Off	☒ Tenant ☐ Owner	
Other: ☒ On ☐ Off	☐ Tenant ☐ Owner	
Type, if other: _____		Written Lease: ☐ Yes ☒ No
		Term of Lease: ☐ Month-to-Month ☐ Fixed Expiration Date: _____
		Rent Amount: \$ <u>225</u> Deposit Amount: \$ _____
		Tenant Current on Rent: ☒ Yes ☐ No
Appliances transferring with the Real Estate		
Refrigerator: ☐ Yes ☐ No ☐ None	Stove/Oven: ☐ Yes ☐ No ☐ None	Dishwasher: ☐ Yes ☐ No ☐ None
Microwave: ☐ Yes ☐ No ☐ None	Washer: ☐ Yes ☐ No ☐ None	Dryer: ☐ Yes ☐ No ☐ None

Tenant owns 5th wheel

5	Address/Unit: <u>N-9</u>	Occupancy: ☐ Tenant-Occupied ☐ Owner-Occupied ☐ Vacant
Utilities On or Off:		Utilities Paid By:
Electric: ☒ On ☐ Off	☒ Tenant ☐ Owner	Terms of Tenancy & Lease Information
Water: ☒ On ☐ Off	☒ Tenant ☐ Owner	
Gas: ☒ On ☐ Off	☒ Tenant ☐ Owner	
Other: ☐ On ☐ Off	☒ Tenant ☐ Owner	
Type, if other: _____		Written Lease: ☐ Yes ☒ No
		Term of Lease: ☐ Month-to-Month ☐ Fixed Expiration Date: _____
		Rent Amount: \$ <u>225</u> Deposit Amount: \$ _____
		Tenant Current on Rent: ☐ Yes ☐ No
Appliances transferring with the Real Estate		
Refrigerator: ☐ Yes ☐ No ☐ None	Stove/Oven: ☐ Yes ☐ No ☐ None	Dishwasher: ☐ Yes ☐ No ☐ None
Microwave: ☐ Yes ☐ No ☐ None	Washer: ☐ Yes ☐ No ☐ None	Dryer: ☐ Yes ☐ No ☐ None

6	Address/Unit: <u>5, 8, 10, 11 Vacant</u>	Occupancy: ☐ Tenant-Occupied ☐ Owner-Occupied ☐ Vacant
Utilities On or Off:		Utilities Paid By:
Electric: ☐ On ☐ Off	☐ Tenant ☐ Owner	Terms of Tenancy & Lease Information
Water: ☐ On ☐ Off	☐ Tenant ☐ Owner	
Gas: ☐ On ☐ Off	☐ Tenant ☐ Owner	
Other: ☐ On ☐ Off	☐ Tenant ☐ Owner	
Type, if other: _____		Written Lease: ☐ Yes ☐ No
		Term of Lease: ☐ Month-to-Month ☐ Fixed Expiration Date: _____
		Rent Amount: \$ _____ Deposit Amount: \$ _____
		Tenant Current on Rent: ☐ Yes ☐ No
Appliances transferring with the Real Estate		
Refrigerator: ☐ Yes ☐ No ☐ None	Stove/Oven: ☐ Yes ☐ No ☐ None	Dishwasher: ☐ Yes ☐ No ☐ None
Microwave: ☐ Yes ☐ No ☐ None	Washer: ☐ Yes ☐ No ☐ None	Dryer: ☐ Yes ☐ No ☐ None

Utilities:

Have any utility meters been removed? ☒ Yes ☐ No ☐ Unknown #6 electric is out it needs new wiring.

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

Separate Meters: ☒ Yes ☐ No ☐ Not applicable

If yes, please provide details (e.g. separate electric meters, separate gas meters, one water meter, etc.):

Electric + Gas, Well water

10 + 11 need new gas lines

Code Violations:

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

If yes, please provide details: _____

Homeowners Association:

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

Dues Amount: _____ ☐ Yearly ☐ Monthly ☐ Quarterly

Initiation Fee: _____

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: _____

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")?

Ceiling fan in dining room N2.

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"):

N2 + N1 has new roof in 2019

(Remainder of this page intentionally left blank)

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

SELLER:

Mary A. Ivie 1-31-23
Signature Date

Mary A Ivie
Print

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

Seller's Property Disclosure

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 6920 S. 183rd St W & Add'l Lot - Viola, KS 67149

Seller:

Date of Purchase:

Message to the Seller: This statement is a disclosure of the condition of the above described Property known by the SELLER on the date that it is signed. It is not a warranty of any kind by the SELLER(S) or any real estate licensees involved in this transaction, and should not be accepted as a substitute for any inspections or warranties the BUYER(S) may wish to obtain. If you know something important about the Property that is not addressed on the Seller's Property Disclosure, add that information to the form. Prospective Buyers may rely on the information you provide.

Instructions: (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the comment lines to explain.

By signing below you acknowledge that the failure to disclose known material information about the Property may result in liability.

Message to the Buyer: Although Seller's Property Disclosure is designed to assist the SELLER in disclosing all known material (important) facts about the Property, there are likely facts about the Property that the SELLER does not know. Therefore, it is important that you take an active role in obtaining the information about the Property.

Instructions: (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the Seller's Property Disclosure. (5) Obtain professional inspections of the Property. (6) Investigate the surrounding area.

THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT INDEPENDENTLY VERIFIED BY THE BROKER(S) OR AGENTS(S).

PART I

APPLIANCES					ELECTRICAL						
		TRANSFERS TO BUYER			Indicate the condition of the following items by marking only one appropriate box.			TRANSFERS TO BUYER			Indicate the condition of the following items by marking only one appropriate box.
None	Does Not Transfer	Working	Not Working	Don't Know		None	Does Not Transfer	Working	Not Working	Don't Know	
		☒	☐	☐	Disposal			☒	☐	☐	Smoke/Fire Detectors
		☐	☐	☒	Dishwasher			☒	☐	☐	Light Fixtures
		☒	☐	☐	Oven			☒	☐	☐	Switches/Outlets
		☒	☐	☐	Range (Circle One) Gas Electric			☒	☐	☐	Ceiling Fan(s)
		☒	☐	☐	Microwave			☒	☐	☐	Bathroom Vent Fan(s)
					Built in (Circle One) YES NO			☒	☐	☐	Telephone Wiring/Blocks/Jacks
		☒	☐	☐	Range Hood			☒	☐	☐	Door Bell
					Vented Outside (Circle One) YES NO	☒		☐	☐	☐	Intercom
		☒	☐	☐	Kitchen Refrigerator	☒		☐	☐	☐	Garage Door Opener
		☒	☐	☐	Clothes Washer	# of Remotes: _____ Keypad Entry: (Circle One) YES NO					
		☒	☐	☐	Clothes Dryer			☒	☐	☐	Aluminum Wiring
		☒	☐	☐	Trash Compactor			☒	☐	☐	Copper Wiring
		☒	☐	☐	Central Vacuum			☒	☐	☐	220 Volt
		☒	☐	☐	Exterior Attached Gas Grill						Service Panel Total Amps
		☐	☐	☐	Other: _____	☒		☐	☐	☐	Solar Equipment - (Circle One) Own Rent/Lease
		☐	☐	☐	Other: _____						Company
		☐	☐	☐	Other: _____	☒		☐	☐	☐	Wind - (Circle One) Own Rent/Lease
		☐	☐	☐	Other: _____	☒		☐	☐	☐	Hydroelectric - (Circle One) Own Rent/Lease
					Comments:	☒		☐	☐	☐	Security System - (Circle One) Own Rent/Lease
											Company
		☒	☐	☐		☒		☐	☐	☐	Audio/Video Surveillance System

WATER/SEWAGE SYSTEMS (See Part II Also)

HEATING & COOLING SYSTEMS
TRANSFERS TO BUYER
TRANSFERS TO BUYER

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

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

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None
Does Not Transfer

Working
Not Working
Don't Know

☐ ☐ ☒ ☐ ☐ Sewage Systems
☒ ☐ ☐ ☐ ☐ Sump Pump
☒ ☐ ☐ ☐ ☐ Backup Sump Pump/Battery
☐ ☐ ☒ ☐ ☐ Plumbing
Type
☐ ☐ ☒ ☐ ☐ Water Heater (Circle One) Elect Gas
Size & Age
☒ ☐ ☐ ☐ ☐ Instant Hot Water
☒ ☐ ☐ ☐ ☐ Water Softener
(Circle One) Own Rent/Lease
Company
☐ ☐ ☐ ☐ ☒ Water Purifier/Reverse Osmosis
☒ ☐ ☐ ☐ ☐ Underground Sprinkler System
☐ ☐ ☐ ☐ ☐ Backflow Device (Circle One) YES NO
Date Last Tested or Inspected
☒ ☐ ☐ ☐ ☐ Pool Equipment
☒ ☐ ☐ ☐ ☐ Hot Tub/Spa

Comments:

MEDIA
TRANSFERS TO BUYER

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

None
Does Not Transfer

Working
Not Working
Don't Know

☒ ☐ ☐ ☐ ☐ Satellite Dish
☐ ☐ ☐ ☐ ☐ # of Rcvrs/Remotes
☐ ☐ ☐ ☒ ☐ Attached Antennas
☐ ☐ ☐ ☐ ☒ Cable TV Wiring/Jacks
☐ ☒ ☐ ☐ ☐ Attached Television Mount(s)
☒ ☐ ☐ ☐ ☐ Projector(s)
☒ ☐ ☐ ☐ ☐ Projector Screen(s)
☒ ☐ ☐ ☐ ☐ Surround Sound Speakers
☒ ☐ ☐ ☐ ☐ Wired for Surround Sound

Comments:

None
Does Not Transfer

Working
Not Working
Don't Know

☐ ☐ ☒ ☐ ☐ Cooling System
Type
Age
☐ ☐ ☒ ☐ ☐ Heating System
Type
Age
☒ ☐ ☐ ☐ ☐ Window/Wall Air Conditioning Units
☒ ☐ ☐ ☐ ☐ Electronic Air Filter
☒ ☐ ☐ ☐ ☐ Humidifier
☒ ☐ ☐ ☐ ☐ Fireplace
☒ ☐ ☐ ☐ ☐ Fireplace Insert
☒ ☐ ☐ ☐ ☐ Wood burning Stove
Chimney/Flue - Date Last Cleaned
☒ ☐ ☐ ☐ ☐ Gas Log Lighter
☒ ☐ ☐ ☐ ☐ Whole House Attic Fan
☒ ☐ ☐ ☐ ☐ Solar Equipment - (Circle One) Own Rent/Lease
Company
☒ ☐ ☐ ☐ ☐ Geothermal
☒ ☐ ☐ ☐ ☐ Propane Tank - (Circle One) Own Rent/Lease
Company

Comments:

Any Additional Comments For Part I:

PART II

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 1 STRUCTURAL FOUNDATION/WALLS
☐	☐	☒	Are any exterior walls covered with Exterior Insulation & Finish System (synthetic stucco)? If YES, are you aware of any adverse conditions? _____
			Indicate all that apply: ☐ Basement ☐ Crawl Space ☐ Slab
☐	☒	☐	Are there any structural engineer's report(s) available? If YES, Date of Report: _____ Copy Attached? (Mark One): ☐ YES ☐ NO
			To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)
☐	☒	☐	Movement, shifting, deterioration or other problems with walls or foundation?
☐	☒	☐	Cracks or flaws in the walls, floors or foundation?
☐	☒	☐	Problems with driveways, walkways, patios, retaining walls, party walls?
☐	☒	☐	Problems with operation of windows or doors, or broken seals?
☐	☒	☐	Any corrective actions to items in this section? (Example - Piering, bracing, etc.)
☐	☒	☐	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☐	☐	☒	Is there insulation in the walls?
☐	☐	☒	Is there insulation in the floors?
Additional Comments:			

YES	NO	DON'T KNOW	SECTION 2 ROOF/INSULATION
			Age: <u>6/2019</u> Type: <u>Windmill Roofing</u>
☐	☒	☐	To your knowledge, are there any ☐ PAST ☒ PRESENT roof leaks? (Mark One) If any, identify details below.
☐	☐	☐	During your ownership, has the roof ever been ☒ REPLACED? ☐ REPAIRED? (Mark One) If YES, Date: _____ (Identify details below.)
☐	☐	☒	Are there any transferable warranties? Date: <u>until 6/23</u> (If YES, explain below and attach copy.)
☐	☒	☐	Do you know of any problems with chimneys or chases? (If YES, explain below.)
☐	☒	☐	Do you know of any problems with roof, roof structure or rain gutters? (If YES, explain below.)
☒	☐	☐	Is there insulation in the ceiling/attic?
Additional Comments:			

YES	NO	DON'T KNOW	SECTION 3 MOLD/MILDEW
According to the EPA, molds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the naked eye, and float through outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. Inhaling or touching mold spores may cause allergic reactions in sensitive individuals.			
To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)			
☐	☒	☐	Presence of any mold/mildew in the property?
☐	☒	☐	Any problems created by mold or mildew for occupants of the structure during your ownership?
☐	☒	☐	Have you had any inspections for mold or mildew? If YES, Date: _____ (If YES, explain below.)
☐	☒	☐	Have you received any reports pertaining to mold or mildew on or within the structure? (If YES, attach.)
☐	☒	☐	Has the property had any professional mold remediation during your ownership? If YES, Date: _____
Additional Comments:			

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Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

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Attach all relevant documentation for further explanation, including any and all repair reports.

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YES	NO	DON'T KNOW	SECTION 4 WATER/SEWAGE SYSTEMS	
☐	☒	☐	Is the property connected to City Water?	
☐	☒	☐	Is the property connected to Rural Water? If YES, Transfer Fee: _____ District: _____	
☒	☐	☐	Is the property connected to any private water systems? (Mark all that apply.)	
			☒ Drinking Well	☒ Irrigation Well
			☐ Geo-Thermal Well	
☐	☐	☐	Working?	Type: _____ Location: _____ Depth: _____
☐	☐	☐	Working?	Type: _____ Location: _____ Depth: _____
☐	☐	☐	Working?	Type: _____ Location: _____ Depth: _____
☐	☐	☒	Has the water in any wells shown test results of contamination? (If YES, explain below.)	
☐	☒	☐	Is the property connected to a public sewer system? If shared lagoon/septic system, explain below.	
☐	☒	☐	Is the property connected to a septic system? Date Last Pumped: _____	
			Tank Size: _____	Location: _____
			# feet laterals: _____	# Feet infiltrators: _____ Location: _____
☒	☐	☐	Is the property connected to a lagoon system? Location: <u>East end of Property</u>	
☐	☒	☐	Is the property connected to some other type of waste disposal system? (If YES, explain below.)	
☒	☐	☐	Has the main waste disposal line ever been snaked or scoped?	
☐	☒	☐	To your knowledge, is there any problem relating to the waste disposal system?	
Additional Comments:				
<u>Rural water is available</u>				
YES	NO	DON'T KNOW	SECTION 5 WATER INTRUSION/LEAKS	
<i>To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)</i>				
☐	☒	☐	Any water leakage in or around the fireplace or chimney?	
☐	☒	☐	Any water leakage around (If YES, mark all that apply.) ☐ WINDOWS ☐ SKYLIGHTS ☐ DOORS?	
☒	☒	☐	Any leaks occurring in any plumbing, water supply lines, drains, sewer lines, etc.?	
☐	☒	☐	Any leaks caused by appliances?	
☐	☒	☐	Any leaks from any condensation drain lines, humidifier, dehumidifier, etc.?	
☐	☒	☐	Any water leakage into (If YES, mark all that apply.) ☐ BASEMENT ☐ CRAWL SPACE	
☐	☒	☐	Any accumulation of water within the basement/crawl space?	
☐	☒	☐	Sump Pump(s) Location(s): _____	
☐	☒	☐	Drain Tiles (If YES, mark all that apply.) ☐ INTERIOR ☐ EXTERIOR	
Additional Comments:				
<u>Bathroom had a slow leak which caused floors to warp. Insurance claim was made. Damage has been repaired. Leak was in 1994.</u>				
YES	NO	DON'T KNOW	SECTION 6 PEST, WOOD INFESTATION & DRY ROT	
☐	☒	☐	Do you have any knowledge of the following items on/affecting the property? (Mark all that apply.)	
			☐ WOOD DESTROYING INSECTS	☐ DRY ROT
			☐ OTHER WOOD INFESTATION	
☐	☒	☐	Any knowledge of any damage to the property caused by the following items? (Mark all that apply.)	
			☐ WOOD DESTROYING INSECTS	☐ DRY ROT
			☐ OTHER WOOD INFESTATION	
☐	☒	☐	Have there been any repairs of such damage? (If YES, explain below.)	
☐	☒	☐	Is the property currently under a termite warranty or other coverage by a licensed pest control company?	
			Company: _____	Warranty Expiration Date: _____
☐	☒	☐	Any wood destroying insects control reports in the last 5 years? (If YES, explain below.)	
☐	☒	☐	Any professional wood destroying insects control treatments in the last 5 years? (If YES, explain below.)	
☐	☒	☐	Any pest control reports in the last 5 years? (If YES, explain below.)	
☐	☒	☐	Any professional pest control treatments in the last 5 years? (If YES, explain below.)	
Additional Comments:				

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Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

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Attach all relevant documentation for further explanation, including any and all repair reports.

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YES	NO	DON'T KNOW	SECTION 7 ENVIRONMENTAL CONDITIONS
☐	☐	☒	Is the property located in a subdivision with a master drainage plan?
☐	☐	☐	If YES, is the property in compliance?
☐	☒	☐	Has the property ever had any drainage problems during your ownership? (If YES, explain below.)
☐	☒	☐	Are there any producing or non-producing gas/oil wells on the property or adjacent property?
☒	☐	☐	Do mineral rights convey to buyer? If NO, please define: _____
			Groundwater contamination has been detected in several areas in the State of Kansas.
☐	☒	☐	Are you aware of groundwater contamination or other environmental concerns?
☐	☒	☐	Any reports or records pertaining to groundwater contamination or other environmental concerns?
☐	☒	☐	Are there any diseased or dead trees and shrubs?
			To your knowledge, are any of the following substances, materials, products on the real property? (YES or NO Only.)
☐	☒	☐	Asbestos
☐	☒	☐	Contaminated soil or water (including drinking water)
☐	☒	☐	Landfill or buried materials
☐	☐	☒	Lead-based paint (If YES, attach disclosure.)
☐	☒	☐	Radon gas in house or well Has a mitigation system been installed? (Mark One) ☐ YES ☐ NO
☐	☒	☐	Methane Gas
☐	☒	☐	Oil sheers in wet areas
☐	☒	☐	Radioactive material
☐	☒	☐	Toxic material disposal (solvents, chemicals, etc.)
☐	☒	☐	Underground fuel or chemical storage tanks
☐	☒	☐	EMFs (Electro Magnetic Fields)
☐	☒	☐	Urea formaldehyde foam insulation (UFFI)
☐	☐	☐	Other: _____
☐	☒	☐	Are you aware if any portion of the property has ever been used for the manufacture of, or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy, LSD or any other illegal substances?
☐	☒	☐	To your knowledge, are any of the above conditions present near your property?
Comments:			

212

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YES	NO	DON'T KNOW	SECTION 8 BOUNDARIES/LAND
☐	☒	☐	Have you had a survey of the property? (If YES, attach copy if available.)
☐	☐	☒	Are the boundaries of your property marked in any way?
☐	☐	☒	Is there any fencing on the boundaries of the property?
☒	☐	☐	Does fencing belong to the property? If YES, which sides? <u>Pipe Fence</u>
☐	☒	☐	Are there any features of the property shared in common with adjoining landowners, such as, walls, fences, roads, driveways? (If YES, explain below.)
☐	☒	☐	Is the property owner responsible for maintenance of any such shared feature(s)?
☐	☒	☐	To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
☐	☒	☐	To your knowledge, is any portion of the property located in a federally designated flood plain?
☐	☒	☐	Do you currently, or have you ever, paid flood insurance for the property?
☐	☒	☐	To your knowledge, is any portion of the property located in a designated wetlands area?
☐	☒	☐	Do you know of any of the following items that have occurred on the property or in the immediate area? (Mark all that apply.)
			☐ EXPANSIVE SOIL ☐ EARTH MOVEMENT
			☐ FILL DIRT ☐ UPHEAVAL
			☐ SLIDING ☐ EARTH STABILITY PROBLEMS
			☐ SETTLING
Comments:			

234

RELEASE DATE 4/2022 (Rev 11/21)

SELLER'S INITIALS: MJ 1-31-23 Pg 5 of 7

BUYER'S INITIALS: _____

#1004

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 9

SPECIAL ASSESSMENTS AND HOMEOWNER'S ASSOCIATION

The law requires that the Seller disclose the existence of special assessments against a property.

☐ ☐ ☒ Any current/pending bonds, assessments, or special taxes that apply to property?
The property may be subject to special assessments or is located in an improvement district?
(Refer to relevant tax disclosure - Mark One).
☐ Owner ☐ County ☐ Public Record ☐ Other: _____

☐ ☒ ☐ Is the property subject to rules or regulations of an active Homeowner's Association?
Annual Dues? _____ Initiation Fee? _____
Homeowner's Association contact information: _____

☐ ☒ ☐ Is the property subject to a right of first refusal?

☐ ☒ ☐ Is the property subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions?

☐ ☒ ☐ Any violations of such covenants and restrictions?

Comments:

SECTION 10

MISCELLANEOUS

☐ ☐ ☒ Have any improvements or repairs (including, but not limited to, HVAC, plumbing, electrical, structural additions) been made to the property **without obtaining required permits**?

☐ ☒ ☐ Are any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions?

☐ ☒ ☐ Is the present use of the property a non-conforming use?

☐ ☐ ☐ Have there been any insurance claims during the seller's ownership?

☒ ☐ ☐ Were repairs made? If so, explain: Roof, bathroom floors for a leak

☐ ☒ ☐ Is there any unrepaired damage due to hail, storm, wind, fire or flood?

☐ ☒ ☐ Are there any stains, tears, burns, holes, etc., in the property that are not readily visible?

☒ ☐ ☐ Does a pet(s) reside or has a pet(s) ever resided in or on the property?

☐ ☒ ☐ Is there any damage due to pets, interior/exterior, including, but not limited to, odors, stains, etc.?

☒ ☐ ☐ Do all window and door treatments remain? If NO, please list: _____

☐ ☒ ☐ Does any other personal property remain? If YES, please list: _____

☐ ☒ ☐ Does the property contain any of the following? (Mark all that apply.)

☐ ☒ ☐ ☐ Swimming Pool ☐ Spa ☐ Hot Tub ☐ Sauna ☐ Water Feature

☐ ☒ ☐ If YES, are either of the following heated? ☐ Swimming Pool ☐ Spa If yes, type of heat? _____

☐ ☒ ☐ Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature?

Explain: _____

☐ ☒ ☐ Is the property in a historic, conservation or special review district, that requires any alterations or improvements to the Property, be approved by a board or commission?

☐ ☒ ☐ Are there any other facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property?

☐ ☒ ☐ Are there any transferable warranties on the property or any of its components?

Comments:

Any Additional Comments For Part II:

New Generator "Generac" installed 11/22. on N2

SELLER'S ACKNOWLEDGEMENT

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

292 Seller is occupant: ☐ YES ☐ NO

293 Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by Seller.

294 SELLER: Mary Ann Lee 1-31-23 SELLER: _____
 295 Date Date

296 **BUYER'S ACKNOWLEDGEMENT AND AGREEMENT**

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

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

303 3. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes
 304 after April 14, 1994, to register with the sheriff of the county in which they reside. I have been advised that if I desire information
 305 regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI) at
 306 <http://www.kansas.gov/kbi/> or by contacting the local sheriff's office.

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

312 BUYER: _____ BUYER: _____
 313 Date Date

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

Lead Warning Statement

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

Seller's Disclosure

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

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

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

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

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

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

Purchaser's Acknowledgment (initial)

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

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

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

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

<u>Mary A. Inie</u>	<u>1-31-23</u>		
Seller	Date	Seller	Date
<u>[Signature]</u>	<u>1-31-23</u>		
Purchaser	Date	Purchaser	Date
<u>[Signature]</u>	<u>1-31-23</u>		
Agent	Date	Agent	Date



McCurdy
REAL ESTATE & AUCTION

WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 6920 S. 183rd St. W. & Additional Lot - Viola, KS 67149

DOES THE PROPERTY HAVE A WELL? YES ☒ NO ☐

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

Location of Well: ~~SB~~ Corner of Property
NE

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

If yes, what type? Septic ☐ Lagoon ☒

Location of Lagoon/Septic Access: ~~South~~ by highway
East

Mary Anne
Owner

1-31-23
Date

Owner

Date

GROUNDWATER / ENVIRONMENTAL ADDENDUM

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

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

The parties are proposing the sale and purchase of certain property, commonly known as:

6920 S. 183rd St. W. & Additional Lot, Viola, KS 67149

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

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

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

MS Seller has no knowledge of groundwater contamination or other environmental concerns;
or

_____ Known groundwater contamination or other environmental concerns are:

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

MS Seller has no reports or records pertaining to groundwater contamination or other environmental concerns; or

_____ Seller has provided the Buyer with all available records and reports pertaining to groundwater contamination or other environmental concerns (list document below):

BUYER'S ACKNOWLEDGMENT (please complete c below)

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

CERTIFICATION

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

Maryla Ince 2/24/23
Seller Date

Buyer Date

Seller Date

Buyer Date

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AVERAGE MONTHLY UTILITIES MISCELLANEOUS INFORMATION

Property Address: 6920 S. 183rd St. W. & Additional Lot - Viola, KS (67144 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>Sedgwick County Electric</u>	_____
Water & Sewer:	<u>N/A</u>	_____
Gas Propane:	<u>Kansas Gas Electric</u>	_____

If propane, is tank owned or leased? N/A Owned Leased

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

Appliances that Transfer:

Refrigerator?	<u>Yes</u>	No
Dishwasher?	<u>Yes</u>	No
Stove/Oven?	<u>Yes</u>	No
Microwave?	<u>Yes</u>	No

Washer?	<u>Yes</u>	No
Dryer?	<u>N/A</u>	No
Other?	_____	_____

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.)? Dining Room Ceiling Fan

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>



Geographic Information Services

*Sedgwick County...
working for you*

6920 S. 183rd St. W. & Add Lot, Viola, KS 67149 - Zoning Rural Residential

Date: 1/12/2023

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.

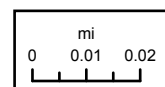
The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.

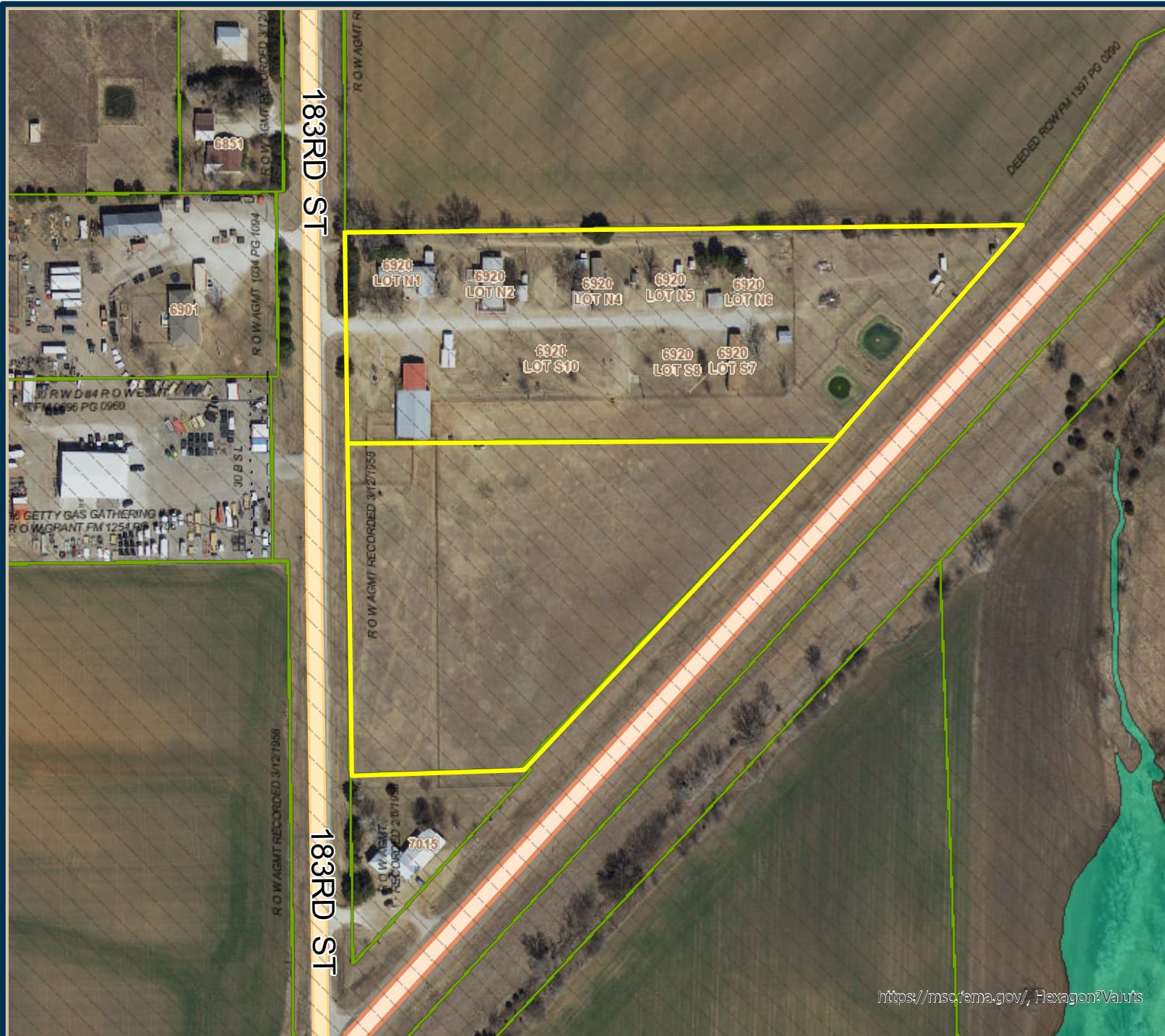
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Sedgwick County, Kansas



1:2,257





Legend

Flood Plain

(X) 0.2 Pct Annual Chance

0.2 PCT Annual Chance Flood Hazard

A

A

AE

AE,

AE, FLOODWAY

AE, FLOODWAY

AH

AH

AO

AO

X - Area of Special Consideration

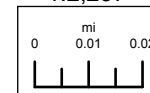
X AREA OF SPECIAL CONSIDERATION, AREA WITH REDUCED FLOOD RISK DUE TO LEVEE

X

X,

Area Not Included

1:2,257



Date: 1/12/2023

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.

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Geographic Information Services

Sedgwick County...
working for you

6920 S. 183rd St. W. & Add Lot, Viola, KS 67149 - Flood Zone

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TERMS AND CONDITIONS

1. Any person who registers or bids at this auction (the “Bidder”) agrees to be bound by these Terms and Conditions and any auction announcements. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
2. Auction announcements or postings take precedence over anything previously stated or printed, including these Terms and Conditions. In the event of a conflict between these Terms and Conditions and any other rules, terms, or agreements governing the use of the online bidding platform, these Terms and Conditions govern.
3. The real estate offered for sale at auction (the “Real Estate”) is legally described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy Real Estate & Auction, LLC (“McCurdy”) at Bidder’s request.
4. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, “as is where is” condition and is accepted by Bidder without any expressed or implied warranties or representations from the owner of the Real Estate (the “Seller”) or McCurdy, including, but not limited to, the following: the condition of the Real Estate; the Real Estate’s suitability for any or all activities or uses; the Real Estate’s compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate’s compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder’s own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder’s responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has been provided an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder’s own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.
5. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate.
6. It is the sole responsibility of Bidder to monitor McCurdy’s website with respect to any updates or information regarding any Real Estate on which Bidder is bidding. Bidder acknowledges that information regarding the Real Estate may be updated or changed on McCurdy’s website at any time prior to the conclusion of bidding and that Bidder has timely reviewed the Real Estate information or assumes the risk of not having done so.

7. Once submitted, a bid cannot be retracted.
8. There will be a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.
9. The Real Estate is not offered contingent upon financing.
10. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of cash, check, or immediately available, certified funds and in the amount set forth by McCurdy, by 4:00 p.m. (CST) on the business day following the auction. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by Seller and Bidder.
11. These Terms and Conditions, especially as they relate to the qualifications of potential bidders, are designed for the protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole discretion of Seller or McCurdy, exceptions to certain Terms and Conditions may be made.
12. In the event Bidder is the successful bidder at the auction, Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. In the event that Bidder is the successful bidder but fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.
13. It is the responsibility of Bidder to make sure that McCurdy is aware of Bidder's attempt to place a bid. McCurdy disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. McCurdy is not responsible for errors in bidding and Bidder releases and waives any claims against McCurdy for bidding errors.
14. Bidder authorizes McCurdy to film, photograph, or otherwise record the auction or components of the auction process and to use those films, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
15. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy by returning the completed Broker Registration Form no later than 5 p.m. on the business day prior to the either the auction or scheduled closing time for an online auction, as the case may be. The Broker Registration Form is available on McCurdy's website.
16. McCurdy is acting solely as agent for Seller and not as an agent for Bidder. McCurdy is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will McCurdy be liable to Bidder for any damages, including incidental or consequential damages, arising out of or related to this auction, the Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale.
17. Neither Seller nor McCurdy, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the Real Estate. Any person entering on the premises assumes any and



all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any “invitee” relationship and are not responsible for any defects or dangerous conditions on the Real Estate, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.

18. McCurdy has the right to establish all bidding increments.
19. McCurdy may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
20. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
21. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
22. These Terms and Conditions are binding on Bidder and on Bidder’s partners, representatives, employees, successors, executors, administrators, and assigns.
23. Bidder warrants and represents that they are at least 18 years of age and are fully authorized to bid.
24. 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.
25. 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.
26. 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.
27. 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.

28. 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.
29. 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.
30. 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.
31. 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)*

