

# PROPERTY INFORMATION PACKET | THE DETAILS



**10701 S. Broadway Ave | Peck, KS 67120**

AUCTION: BIDDING OPENS: Tues, April 4<sup>th</sup> @ 2:00 PM

BIDDING CLOSING: Thurs, April 13<sup>th</sup> @ 2:30 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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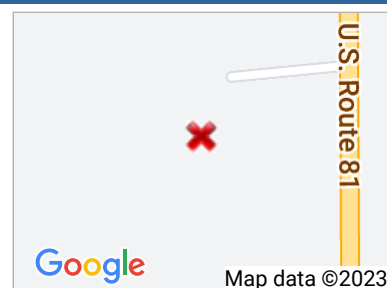
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Real Estate & Auction, LLC. It is incumbent 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 #** 622886  
**Status** Active  
**Contingency Reason**  
**Area** SCKMLS  
**Address** 10701 S BROADWAY AVE  
**Address 2**  
**City** Peck  
**Zip** 67120  
**Asking Price** \$0  
**Original Price** \$0  
**Picture Count** 36



### KEYWORDS

<b>AG Bedrooms</b>	4	<b>Approx. AGLA</b>	2052
<b>Total Bedrooms</b>	4.00	<b>AGLA Source</b>	Court House
<b>AG Full Baths</b>	2	<b>Approx. BFA</b>	0.00
<b>AG Half Baths</b>	0	<b>BFA Source</b>	Court House
<b>Total Full Baths</b>	2	<b>Approx. TFLA</b>	2,052
<b>Total Half Baths</b>	0	<b>Lot Size/SqFt</b>	229997
<b>Total Baths</b>	2	<b>Number of Acres</b>	20.54
<b>Old Total Baths</b>			
<b>Garage Size</b>	4+		
<b>Basement</b>	Yes - Unfinished		
<b>Levels</b>	One Story		
<b>Approximate Age</b>	21 - 35 Years		
<b>Acreage</b>	10.01 or More		

### GENERAL

<b>List Agent - Agent Name and Phone</b>	<a href="#">Ty Patton</a>	<b>List Office - Office Name and Phone</b>	<a href="#">McCurdy Real Estate &amp; Auction, LLC - OFF: 316-867-3600</a>
<b>Co-List Agent - Agent Name and Phone</b>		<b>Co-List Office - Office Name and Phone</b>	
<b>Showing Phone</b>	888-874-0581	<b>Model Home Phone</b>	
<b>Year Built</b>	1999	<b>Builder</b>	
<b>Est. Completion Date</b>		<b>Building Permit Date</b>	
<b>Parcel ID</b>	20173-249-29-0-13-00-001.00 01	<b>School District</b>	Mulvane School District (USD 263)
<b>Elementary School</b>	Mulvane/Munson	<b>Middle School</b>	Mulvane
<b>High School</b>	Mulvane	<b>Subdivision</b>	NONE LISTED ON TAX RECORD
<b>Legal</b>	N 1/2 S 1/2 S 1/2 NE 1/4 SEC 29 -29-1E	<b>Realtor.com Y/N</b>	Yes
<b>Display on Public Websites</b>	Yes	<b>Display Address</b>	Yes
<b>VOW: Allow AVM</b>	Yes	<b>VOW: Allow 3rd Party Comm</b>	Yes
<b>Variable Comm</b>	Non-Variable	<b>Virtual Tour Y/N</b>	
<b>Days On Market</b>	8	<b>HotSheet Date</b>	3/24/2023
<b>Price Date</b>	3/24/2023		

### ROOMS

<b>Master Bedroom Level</b>	Main	<b>Master Bedroom Dimensions</b>	14.11x12.6
<b>Master Bedroom Flooring</b>	Carpet	<b>Living Room Level</b>	Main
<b>Living Room Dimensions</b>	12.6x21	<b>Living Room Flooring</b>	Carpet
<b>Kitchen Level</b>	Main	<b>Kitchen Dimensions</b>	13.2x12.6
<b>Kitchen Flooring</b>	Wood Laminate	<b>Room 1 Type</b>	
<b>Room 2 Type</b>		<b>Room 3 Type</b>	
<b>Room 4 Level</b>	Main	<b>Room 4 Type</b>	Bedroom
<b>Room 4 Dimensions</b>	10.1x11.8	<b>Room 4 Flooring</b>	Carpet
<b>Room 5 Level</b>	Main	<b>Room 5 Type</b>	Bedroom
<b>Room 5 Dimensions</b>	9.11x12.6	<b>Room 5 Flooring</b>	Carpet
<b>Room 6 Level</b>	Main	<b>Room 6 Type</b>	Bedroom
<b>Room 6 Dimensions</b>	12.6x9.9	<b>Room 6 Flooring</b>	Carpet
<b>Room 7 Level</b>	Main	<b>Room 7 Type</b>	Dining Room
<b>Room 7 Dimensions</b>	12.5x10.3	<b>Room 7 Flooring</b>	Carpet
<b>Room 8 Level</b>	Main	<b>Room 8 Type</b>	Family Room
<b>Room 8 Dimensions</b>	12.6x19.2	<b>Room 8 Flooring</b>	Wood
<b>Room 9 Level</b>		<b>Room 9 Type</b>	
<b>Room 9 Dimensions</b>		<b>Room 9 Flooring</b>	

ROOMS	
Room 10 Level	Room 10 Type
Room 10 Dimensions	Room 10 Flooring
Room 11 Level	Room 11 Type
Room 11 Dimensions	Room 11 Flooring
Room 12 Level	Room 12 Type
Room 12 Dimensions	Room 12 Flooring

DIRECTIONS
Directions (Peck) E. 103rd St S & S. Broadway - South to home.

FEATURES			
ARCHITECTURE	BASEMENT / FOUNDATION	APPLIANCES	POSSESSION
Modular-Perm Foundation	None	Dishwasher	At Closing
EXTERIOR CONSTRUCTION	BASEMENT FINISH	MASTER BEDROOM	PROPOSED FINANCING
Vinyl/Metal Siding	None	Master Bdrm on Main Level	Other/See Remarks
ROOF	COOLING	Split Bedroom Plan	WARRANTY
Composition	Central	Sep. Tub/Shower/Mstr Bdrm	No Warranty Provided
LOT DESCRIPTION	Electric	Two Sinks	OWNERSHIP
Standard	HEATING	Jetted Tub	Individual
FRONTAGE	Forced Air	AG OTHER ROOMS	PROPERTY CONDITION REPORT
Paved Frontage	Propane-Owned	Family Room-Main Level	No
EXTERIOR AMENITIES	DINING AREA	LAUNDRY	SHOWING INSTRUCTIONS
Deck	Kitchen/Dining Combo	Main Floor	Appt Req-Call Showing #
Fence-Other/See Remarks	FIREPLACE	Separate Room	LOCKBOX
Guttering	One	220-Electric	Combination
Storm Windows/Ins Glass	Family Room	INTERIOR AMENITIES	TYPE OF LISTING
GARAGE	Woodburning	Ceiling Fan(s)	Excl Right w/o Reserve
Detached	KITCHEN FEATURES	Closet-Walk-In	AGENT TYPE
Carport	Island	Fireplace Doors/Screens	Sellers Agent
Oversized	Range Hood	Hardwood Floors	
FLOOD INSURANCE	Electric Hookup	Skylight(s)	
Unknown	Laminate Counters	Vaulted Ceiling	
UTILITIES		Window Coverings-Part	
Septic		Wood Laminate	
Propane Gas			
Private Water			

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	\$1,395.22	Home Warranty Purchased	Unknown
General Tax Year	2022	Earnest \$ Deposited With	Security 1st Title
Yearly Specials	\$8.38		
Total Specials	\$8.38		

PUBLIC REMARKS
Public Remarks         Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, April 4th, 2023 at 2 PM (cst)   BIDDING CLOSING: Thursday, April 13th, 2023 at 2:30 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!!! Enjoy country living with this 4 -bedroom, 2-bathroom home situated on 20.54 +/- acres. The property offers great seclusion while being only 10 miles from south Wichita and 2 miles from the Kansas Star Casino! The exterior includes a carport and a 40x36 detached garage/shop. The interior features a semi-open floor plan with a living room/dining room combination and vaulted ceilings. The kitchen offers ample cabinetry, laminate countertops, an island, and all appliances transfer. Off the kitchen is a nice-sized family room with a wood-burning fireplace and a separate laundry room with access to the back deck. The primary bedroom includes an en-suite with a double sink vanity, a jetted tub, a separate shower, and a walk-in closet. Three more bedrooms and a full bathroom with a tub/shower combination complete the main level. The walkout basement offers over 2,000 sq ft of unfinished space, which could be easily finished, or used for additional storage. Don't miss out on this rare opportunity to own 20 acres in a quiet country setting with lots of probabilities! *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. The seller is a Real Estate Agent in the state of Kansas. Any personal property remaining in the property at closing will be considered abandoned property. A portion of the real estate is subject to a lease for currently growing crops. Seller does not have any information regarding the current tenant or terms of the lease.

AUCTION		
Type of Auction Sale	Reserve	
Method of Auction	Online Only	
Auction Location	mccurdy.com	
		1 - Open for Preview
		1 - Open/Preview Date
		1 - Open Start Time



Auction Offering Real Estate Only  
Auction Date 4/4/2023  
Auction Start Time 2 PM  
Broker Registration Req Yes  
Buyer Premium Y/N Yes  
Premium Amount 0.10  
Earnest Money Y/N Yes  
Earnest Amount %/\$ 10,000.00

1 - Open End Time

TERMS OF SALE

Terms of Sale See associated documents

ADDITIONAL PICTURES





## DISCLAIMER

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 2023 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.



# SELLER'S PROPERTY DISCLOSURE ACKNOWLEDGEMENT

Property Address: 10701 S. Broadway Ave. - Peck, KS 67120 (the "Real Estate")

By signing below, Seller acknowledges that Seller has elected not to complete a Seller's Property Disclosure because they have never occupied the Real Estate or are otherwise not familiar enough with the Real Estate to sufficiently and accurately provide the information required to complete a Seller's Property Disclosure. Notwithstanding the lack of a completed Seller's Property Disclosure, 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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## 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: \_\_\_\_\_

\_\_\_\_\_

## Appliances Transferring with the Real Estate:

Do any appliances present at the property transfer with the real estate?

- ☐ No appliances transfer
- ☒ All appliances present at the property transfer
- ☐ Some appliances transfer

\*If you marked some appliances transfer, please give a detailed explanation of which appliances transfer: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(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:**

Authentisign

Amanda Hernandez

03/16/2023

Signature

Date

Amanda Hernandez

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 have any and all desired inspections completed prior to bidding on the Real Estate and that Buyer either performed all desired inspections or accepts the risk of not having done so.

**BUYER:**

Signature

Date

Print

Title

Company

Signature

Date

Print

Title

Company





**McCurdy**  
REAL ESTATE & AUCTION

## WATER WELL AND WASTEWATER SYSTEM INFORMATION


Property Address: 10701 S. Broadway Ave. - Peck, KS 67120

DOES THE PROPERTY HAVE A WELL? YES \_\_\_\_\_ NO \_\_\_\_\_ Unknown 

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 X Lagoon \_\_\_\_\_ Unknown 

Location of Lagoon/Septic Access: \_\_\_\_\_

Seller has never occupied property.

  
Amanda Hernandez

Owner

03/28/2023

Date

Owner

Date

## GROUNDWATER / ENVIRONMENTAL ADDENDUM

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

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

5 The parties are proposing the sale and purchase of certain property, commonly known as:  
6 10701 S. Broadway Ave. - Peck, KS 67120

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

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

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

10 AH Seller has no knowledge of groundwater contamination or other environmental concerns;  
11 or  
12 \_\_\_\_\_ Known groundwater contamination or other environmental concerns are:  
13  
14

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

16 AH Seller has no reports or records pertaining to groundwater contamination or other  
17 environmental concerns; or  
18 \_\_\_\_\_ Seller has provided the Buyer with all available records and reports pertaining to  
19 groundwater contamination or other environmental concerns (list document below):  
20  
21

22 **BUYER'S ACKNOWLEDGMENT (please complete c below)**

23 **(c)** \_\_\_\_\_ Buyer has received copies of all information, if any, listed above. **(initial)**

24 **CERTIFICATION**

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

28 Amanda Hernandez 03/16/2023  
29 Seller Date

Buyer Date

30 \_\_\_\_\_  
31 Seller Date

Buyer Date

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## CALL BEFORE YOU WIRE FUNDS

### PROTECT YOUR MONEY WITH THESE TWO STEPS

1. At the first meeting with your Realtor®, obtain the phone number of your real estate agent and your escrow officer.
2. PRIOR to wiring funds, call the known phone number to speak directly with your escrow officer to confirm wire instructions.

### WHAT TO EXPECT FROM SECURITY 1<sup>ST</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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

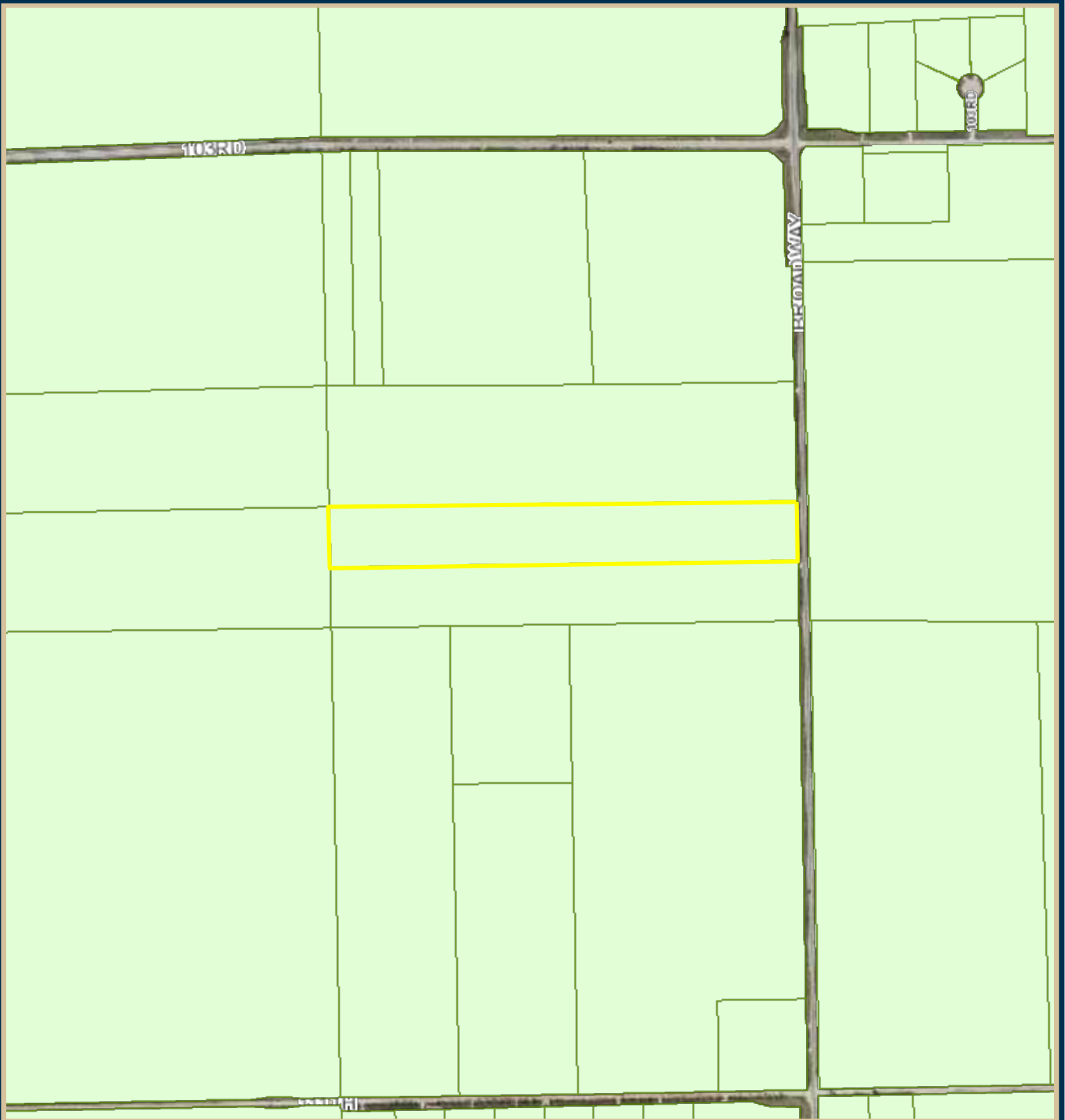
\_\_\_\_\_  
Property Address

\_\_\_\_\_  
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*

**10701 S. Broadway Ave., Peck, KS 67120 | Zoning: Rural Residential**

Date: 3/21/2023

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.

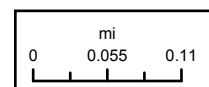
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**Sedgwick County, Kansas**



1:9,028







## 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

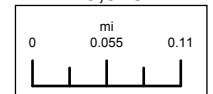
X AREA OF SPECIAL CONSIDERATION, AREA WITH REDUCED FLOOD RISK DUE TO LEVEE

X

X,

Area Not Included

1:9,028



Date: 3/21/2023

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Geographic Information Services

Sedgwick County...  
working for you

**10701 S. Broadway Ave., Peck, KS 67120 | Flood Map**

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<https://msc.fema.gov/>





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*Sedgwick County...*  
*working for you*

## 10701 S. Broadway Ave., Peck, KS 67120 | Aerial Map

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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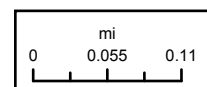
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All rights reserved.

Date: 3/21/2023

**Sedgwick County, Kansas**



1:9,028



## 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](mailto: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)*

