

PROPERTY INFORMATION PACKET | THE DETAILS



3800 S. 127th St. E. | Derby, KS 67037

AUCTION: BIDDING OPENS: Tues, May 23rd @ 2:00 PM

BIDDING CLOSING: Thurs, June 15th @ 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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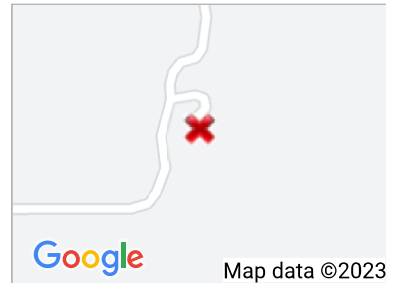
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Real Estate & Auction, LLC. It is incumbent 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.

MLS



MLS # 624936
Status Active
Contingency Reason
Area SCKMLS
Address 3800 S 127TH ST E
Address 2
City Derby
Zip 67037
Asking Price \$0
Original Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms 6
Total Bedrooms 6.00
AG Full Baths 5
AG Half Baths 1
Total Full Baths 6
Total Half Baths 1
Total Baths 7
Garage Size 4+
Basement Yes - Finished
Levels 1 - 1/2 Story
Approximate Age 11 - 20 Years
Acreage 10.01 or More

Approx. AGLA 7522
AGLA Source Court House
Approx. BFA 1500.00
BFA Source Court House
Approx. TFLA 9,022
Lot Size/SqFt 1860883
Number of Acres 42.74

GENERAL

List Agent - Agent Name and Phone [BRADEN MCCURDY - OFF: 316-683-0612](#)

Co-List Agent - Agent Name and Phone
Showing Phone 888-874-0581
Parcel ID 20173-221-11-0-31-01-007.00 01
Elementary School Christa McAuliffe Academy K-8
High School Southeast
Legal LOT 6 EXC S 70 FT W 1263.74 FT THEREOF BLOCK B TWIN MILL ESTATES

Sub-Agent Comm 0
Transact Broker Comm 3
Virtual Tour Y/N
Input Date 5/12/2023 4:45 PM
Status Date 5/12/2023
Display Address Yes

List Office - Office Name and Phone [McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600](#)

Co-List Office - Office Name and Phone
Year Built 2008
School District Wichita School District (USD 259)
Middle School Christa McAuliffe Academy K-8
Subdivision TWIN MILL ESTATES
List Date 5/4/2023

Buyer-Broker Comm 3
Variable Comm Non-Variable
Days On Market 36
Update Date 6/9/2023
Price Date 5/12/2023

ROOMS

Master Bedroom Level Main
Master Bedroom Flooring Carpet
Living Room Dimensions 25x28
Kitchen Level Main
Kitchen Flooring Wood
Room 2 Type
Room 4 Level Main
Room 4 Dimensions 12x13
Room 5 Level Main
Room 5 Dimensions 16x12
Room 6 Level Upper
Room 6 Dimensions 20x13
Room 7 Level Upper
Room 7 Dimensions 13x18
Room 8 Level Upper
Room 8 Dimensions 14x18
Room 9 Level Upper
Room 9 Dimensions 42x42
Room 10 Level Basement
Room 10 Dimensions 22x24

Master Bedroom Dimensions 23x16
Living Room Level Main
Living Room Flooring Wood
Kitchen Dimensions 14x15
Room 1 Type
Room 3 Type
Room 4 Type Dining Room
Room 4 Flooring Wood
Room 5 Type Bedroom
Room 5 Flooring Carpet
Room 6 Type Bedroom
Room 6 Flooring Carpet
Room 7 Type Bedroom
Room 7 Flooring Carpet
Room 8 Type Bedroom
Room 8 Flooring Carpet
Room 9 Type Rec. Room
Room 9 Flooring Concrete
Room 10 Type Family Room
Room 10 Flooring Carpet

ROOMS			
Room 11 Level	Basement	Room 11 Type	Exercise Room
Room 11 Dimensions	20x22	Room 11 Flooring	Other
Room 12 Level	Main	Room 12 Type	Laundry
Room 12 Dimensions	12x14	Room 12 Flooring	Tile

DIRECTIONS			
Directions E. Pawnee & S. 127th St. E. - South on 127th to property			

FEATURES			
ARCHITECTURE Traditional	GARAGE Attached Opener Oversized	DINING AREA Eating Bar Eating Space in Kitchen Formal	INTERIOR AMENITIES Ceiling Fan(s) Fireplace Doors/Screens Hardwood Floors Security System Wet Bar Window Coverings-All Wired for Surround Sound
EXTERIOR CONSTRUCTION Frame w/Less than 50% Mas	FLOOD INSURANCE Unknown	FIREPLACE One Living Room Woodburning	POSSESSION At Closing
ROOF Composition	UTILITIES Alternative Septic Lagoon Propane Gas Public Water Rural Water	KITCHEN FEATURES Eating Bar Island Pantry Range Hood Electric Hookup Granite Counters	PROPOSED FINANCING Other/See Remarks
LOT DESCRIPTION Pond/Lake Standard Wooded	BASEMENT / FOUNDATION Partial View Out	APPLIANCES Dishwasher Disposal Microwave Refrigerator Range/Oven	WARRANTY No Warranty Provided
FRONTAGE Unpaved Frontage	BASEMENT FINISH 1 Bath Bsmt Rec/Family Room Bsmt Exercise Room Bsmt Concrete Storm Room	MASTER BEDROOM Master Bdrm on Main Level Split Bedroom Plan Master Bedroom Bath Sep. Tub/Shower/Mstr Bdrm Two Sinks	OWNERSHIP Individual
EXTERIOR AMENITIES In Ground Pool Swimming Pool Equipment Ag Outbuilding(s) Detached Finish Area Corral Patio Covered Patio Deck Invisible Pet Fence Fence-Wrought Iron/Alum Fence-Other/See Remarks Gas Grill Guttering Horses Allowed Irrigation Pump Irrigation Well RV Parking Screened Porch Security Light Sidewalks Sprinkler System Storage Building(s) Storm Door(s) Storm Windows/Ins Glass Outbuildings	COOLING Central Zoned Electric HEATING Forced Air Zoned Propane-Leased	AG OTHER ROOMS Bonus Room Mud Room Storage LAUNDRY Main Floor Separate Room 220-Electric	PROPERTY CONDITION REPORT Yes
DOCUMENTS ON FILE Additional Photos Ground Water Sellers Prop. Disclosure			
SHOWING INSTRUCTIONS Appt Req-Call Showing #			
LOCKBOX SCKMLS			
TYPE OF LISTING Excl Right w/o Reserve			
AGENT TYPE Sellers Agent			

FINANCIAL			
Assumable Y/N	No	HOA Y/N	No
Currently Rented Y/N	No	Yearly HOA Dues	\$0.00
Rental Amount		HOA Initiation Fee	\$0.00
General Property Taxes	\$18,261.29	Home Warranty Purchased	Unknown
General Tax Year	2023	Earnest \$ Deposited With	Security 1st Title
Yearly Specials	\$13.71		
Total Specials	\$13.71		

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, May 23rd, 2023 at 2 PM (cst) | BIDDING CLOSING: Thursday, June 15th, 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!!! Looking for a luxurious country estate that has it all? Look no further than this stunning property, situated on 42.74± serene acres, where privacy and exclusivity meet. This one-of-a-kind home boasts over 9,000 sq. ft. of living space with 6 bedrooms and 6.5 bathrooms, offering an abundance of space and comfort for everyone, just minutes from town. Whether you are a lover of horses, baseball, hunting & fishing, the outdoors, or all of the above, this is a MUST-SEE! If you're searching for the ultimate hunter's paradise, you'll love the two stocked ponds perfect for fishing and the many species of wildlife roaming the property. In the basement safe room, you will find a spacious gun safe equipped with lots of storage for guns, ammunition, and all your hunting gear; secured with a heavy vault door. For equine enthusiasts, there's a riding arena, training ring, and a large horse barn with 3 stalls, and room to add more. Access the stunning in-ground pool and outdoor cooking area from the primary suite or the main living area with an open floor plan and large kitchen, providing ample space for entertaining. Add in the custom jungle gym and baseball diamond, and you'll find everything you need to host unforgettable gatherings and make memories that will last a lifetime. The upstairs party room with an expansive wet bar and raised wood-stamped concrete deck offers additional space for more fun or a place to unwind and take in the view of the fishing pond. PROPERTY AMENITIES 42.74± Acres with Perimeter Fencing (2017) 9000+ sq. ft. Custom-Built Home 1/4 Mile Private Driveway Horse Barn (2018) Riding Arena Training Ring 3 Stalls Wash Stall Air Conditioned Tack Room w/ Bathroom Pipe and Cable Horse Fencing (2018) Baseball Diamond Two Pen Dog Kennel w/Large Dog House Equipment Storage Barn w/HVAC and Bathroom (2017) Large Drop Net for Baseball and/or Golf Practice (transfers) Hen House / Chicken Coop (near water access) Two Stocked Ponds Outdoor Bar Area Off Large Pond with Full Bathroom Gas Grill Decorative Windmill Fire Pit HOME EXTERIOR Covered Front Porch w/ Wood Stamped Concrete Wrought-Iron Fenced-In Patio and Pool Area Travertine Stone Patio Transitions to Stamped Concrete Chlorine/Ozone Pool INTERIOR Over 9,000 sq. ft. 6 Bedrooms 6.5 Bathrooms Heated Main House Floor Luxury Kitchen Warming Oven Drawer Two Laundry Rooms Primary Suite w/ Large Walk-Thru Closet & Private Screened-In Porch Primary En-Suite Bathroom w/ Soaker Whirlpool Tub & Steamer. 1,700± sq. ft. Bonus Room w/ Kitchenette, Wired Speakers, Full Bath, Additional Room/Office. Basement Exercise Room. Basement Safe Room w/ Concrete Walls. Walk-In Gun Safe w/ Vault Door. 6-8 Car Garage. This Premier Country Estate is truly a must-see, featuring all the amenities and luxuries you could ever desire and much more! Any personal property remaining in the property at closing will be considered abandoned property. Seller has contracted roof. Per the Security 1st preliminary title commitment, the real property is located in a Homeowners Association and subject to conditions, covenants and restrictions of which copies are available in the "Supporting Documents" section of this webpage. Per Seller, HOA has never assessed or collected fees during their approximate six years of ownership. Further, pursuant to the recorded Plat there is a dedicated roadway known as Triple Crown Street which has never been installed.

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview	Yes
Method of Auction	Online Only	1 - Open/Preview Date	5/30/2023
Auction Location	www.mccurdy.com	1 - Open Start Time	3:30pm
Auction Offering	Real Estate Only	1 - Open End Time	5:30pm
Auction Date	5/23/2023	2 - Open for Preview	
Auction Start Time	2pm	2 - Open/Preview Date	
Broker Registration Req	Yes	2 - Open Start Time	
Buyer Premium Y/N	Yes	2 - Open End Time	
Premium Amount	0.10	3 - Open for Preview	
Earnest Money Y/N	Yes	3 - Open/Preview Date	
Earnest Amount %/\$	50,000.00	3 - Open Start Time	
Auction End Date	6/15/2023	3 - Open End Time	
Auction End Time	2:30pm		

TERMS OF SALE

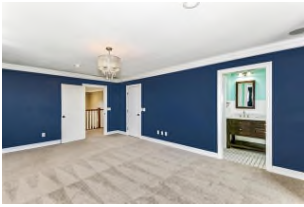
Terms of Sale *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. 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 \$50,000/30 day closing See Attachments

PERSONAL PROPERTY

Personal Property

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
(To be completed by Seller)
This report supersedes any list appearing in the MLS

Property Address: 3800 S 127th Street E

Derby

Ks 67037-8604

Seller: Darin L Rains &

Jennifer M Rains

Date of Purchase:

07/07/2017

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 <u>Electric</u>	☐	☐	☒ Ceiling Fan(s)		
☐	☐	☒ Microwave	☐	☐	☒ Bathroom Vent Fan(s)		
		Built in (Circle One) <u>YES</u> 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: <u>1</u> Keypad Entry: (Circle One) <u>YES</u> 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		

27	WATER/SEWAGE SYSTEMS (See Part II Also)				HEATING & COOLING SYSTEMS					
28	TRANSFERS TO BUYER			Indicate the condition of the following items by marking only one appropriate box.	28	TRANSFERS TO BUYER			Indicate the condition of the following items by marking only one appropriate box.	
29	None Does Not Transfer	Working	Not Working		Don't Know	29	None Does Not Transfer	Working		Not Working
30	☐	☒	☐	☐	Sewage Systems		☐	☒	☐	Cooling System
31	☐	☒	☐	☐	Sump Pump		☐	☒	☐	Type
32	☒	☐	☐	☐	Backup Sump Pump/Battery		☐	☒	☐	Age
33	☐	☒	☐	☐	Plumbing		☐	☒	☐	Heating System
34					Type		☐	☒	☐	Type
35	☐	☒	☐	☐	Water Heater (Circle One) Elect <u>Gas</u>		☐	☒	☐	Age
36	<u>1 approx 4 yrs</u>	☒	☐	☐	Size & Age		☒	☐	☐	Window/Wall Air Conditioning Units
37	☐	☒	☐	☐	Instant Hot Water		☒	☐	☐	Electronic Air Filter
38	☒	☐	☐	☐	Water Softener		☐	☒	☐	Humidifier
39					(Circle One) Own Rent/Lease		☐	☒	☐	Fireplace
40					Company		☒	☐	☐	Fireplace Insert
41	☒	☐	☐	☐	Water Purifier/Reverse Osmosis		☒	☐	☐	Wood burning Stove
42	☐	☒	☐	☐	Underground Sprinkler System		☐	☒	☐	Chimney/Flue - Date Last Cleaned
43					Backflow Device (Circle One) YES NO		☐	☐	☒	Gas Log Lighter
44	<u>April, 2022</u>	☐	☐	☐	Date Last Tested or Inspected		☒	☐	☐	Whole House Attic Fan
45	☐	☒	☐	☐	Pool Equipment		☒	☐	☐	Solar Equipment - (Circle One) Own Rent/Lease
46	☐	☐	☐	☐	Hot Tub/Spa					Company
47	Comments:						☒	☐	☐	Geothermal
48							☐	☒	☐	Propane Tank - (Circle One) <u>Own</u> Rent/Lease
49										Company
50						Comments:				
51	MEDIA					<u>Heated floors in Main house work for most heating needs. Heated floor in Garage decommissioned.</u> Any Additional Comments For Part I:				
52	TRANSFERS TO BUYER			Indicate the condition of the following items by marking only one appropriate box.						
53	None Does Not Transfer	Working	Not Working		Don't Know					
54										
55	☐	☒	☐	☐	Satellite Dish					
56	☐	☒	☐	☐	# of Rcvrs/Remotes					
57	☒	☐	☐	☐	Attached Antennas					
58	☐	☒	☐	☐	Cable TV Wiring/Jacks					
59	☐	☒	☐	☐	Attached Television Mount(s)					
60	☒	☐	☐	☐	Projector(s)					
61	☒	☐	☐	☐	Projector Screen(s)					
62	☒	☐	☐	☐	Surround Sound Speakers					
63	☒	☐	☐	☐	Wired for Surround Sound					
64	Comments:									
65										

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
			<i>To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)</i>
☐	☒	☐	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: _____ Type: _____ 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: _____ (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:			
Roof has had minor wind damage repair (several shingles, no large-scale repairs needed).			
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.			
<i>To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)</i>			
☐	☒	☐	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:			

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

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

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: <u>irrigation</u>	Location: <u>Houeyard</u> Depth: _____
☒	☐	☐	Working? Type: <u>irrigation</u>	Location: <u>at East pond</u> 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 of House</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:				

YES	NO	DON'T KNOW	SECTION 5 WATER INTRUSION/LEAKS	
To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)				
☐	☒	☐	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): <u>basement</u>
☐	☐	☒	Drain Tiles (If YES, mark all that apply.)	☐ INTERIOR ☐ EXTERIOR
Additional Comments:				

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:				

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

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

YES	NO	DON'T KNOW	SECTION 7 ENVIRONMENTAL CONDITIONS
☐	☒	☐	183 Is the property located in a subdivision with a master drainage plan?
☐	☐	☐	184 If YES, is the property in compliance?
☐	☒	☐	185 Has the property ever had any drainage problems during your ownership? (If YES, explain below.)
☐	☒	☐	186 Are there any producing or non-producing gas/oil wells on the property or adjacent property?
☐	☒	☐	187 Do mineral rights convey to buyer? If NO, please define: <u>mineral rights not owned by seller</u>
			188 Groundwater contamination has been detected in several areas in the State of Kansas.
☐	☒	☐	189 Are you aware of groundwater contamination or other environmental concerns?
☐	☒	☐	190 Any reports or records pertaining to groundwater contamination or other environmental concerns?
☒	☐	☐	191 Are there any diseased or dead trees and shrubs?
			192 To your knowledge, are any of the following substances, materials, products on the real property? (YES or NO Only.)
☐	☒	☐	193 Asbestos
☐	☒	☐	194 Contaminated soil or water (including drinking water)
☐	☒	☐	195 Landfill or buried materials
☐	☒	☐	196 Lead-based paint (If YES, attach disclosure.)
☐	☒	☐	197 Radon gas in house or well Has a mitigation system been installed? (Mark One) ☐ YES ☐ NO
☐	☒	☐	198 Methane Gas
☐	☒	☐	199 Oil sheers in wet areas
☐	☒	☐	200 Radioactive material
☐	☒	☐	201 Toxic material disposal (solvents, chemicals, etc.)
☐	☒	☐	202 Underground fuel or chemical storage tanks
☐	☒	☐	203 EMFs (Electro Magnetic Fields)
☐	☒	☐	204 Urea formaldehyde foam insulation (UFFI)
☐	☒	☐	205 Other:
☐	☒	☐	206 Are you aware if any portion of the property has ever been used for the manufacture of, or storage of, chemicals or equipment
			207 used in manufacturing methamphetamine, ecstasy, LSD or any other illegal substances?
☐	☒	☐	208 To your knowledge, are any of the above conditions present near your property?
209 Comments:			210 <u>Pine trees along E. fence, southern roadway to pond.</u>
211			
YES	NO	DON'T KNOW	SECTION 8 BOUNDARIES/LAND
☐	☒	☐	214 Have you had a survey of the property? (If YES, attach copy if available.)
☒	☐	☐	215 Are the boundaries of your property marked in any way?
☒	☐	☐	216 Is there any fencing on the boundaries of the property?
☒	☐	☐	217 Does fencing belong to the property? If YES, which sides? <u>All fencing belongs with property</u>
☐	☒	☐	218 Are there any features of the property shared in common with adjoining landowners, such as, walls, fences, roads, driveways?
			219 (If YES, explain below.)
☐	☐	☐	220 Is the property owner responsible for maintenance of any such shared feature(s)?
☐	☒	☐	221 To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
☐	☒	☐	222 To your knowledge, is any portion of the property located in a federally designated flood plain?
☐	☒	☐	223 Do you currently, or have you ever, paid flood insurance for the property?
☐	☒	☐	224 To your knowledge, is any portion of the property located in a designated wetlands area?
☐	☒	☐	225 Do you know of any of the following items that have occurred on the property or in the immediate area?
			226 (Mark all that apply.)
			227 ☐ EXPANSIVE SOIL ☐ EARTH MOVEMENT
			228 ☐ FILL DIRT ☐ UPHEAVAL
			229 ☐ SLIDING ☐ EARTH STABILITY PROBLEMS
			230 ☐ SETTLING
231 Comments:			232 <u>Fences and tree lines mark most property boundaries, except on south side.</u>
233			

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

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

YES	NO	DON'T KNOW	SECTION 9 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:			

YES	NO	DON'T KNOW	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: <u>April 29, 2022 Tornado damage to horse barn, repairs in-progress</u>
☒	☐	☐	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:			

SELLER'S ACKNOWLEDGEMENT

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

Seller is occupant: ☒ YES ☐ NO

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

SELLER: Darin L Rains 6/7/22 SELLER: Jennifer M Rains 6/7/22
Date Date

BUYER'S ACKNOWLEDGEMENT AND AGREEMENT

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

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

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

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

BUYER: _____ BUYER: _____
Date Date

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AMENDMENT TO SELLER'S PROPERTY DISCLOSURE FORM

Line 247 of Seller's Disclosure Form is hereby amended to "Yes"

Comment:

Per the Kansas Secured preliminary title commitment, the real property is not located within a Homeowners Association although is subject to conditions, covenants and restrictions of which copies are available.

Further, pursuant to the recorded Plat there is a dedicated roadway known as Triple Crown Street which has never been installed.

 Darin L Rains 06/12/2023
Seller – Darin L. Rains Date

 Jennifer M. Rains 06/12/2023
Seller – Jennifer M. Rains Date

Buyer Date

Buyer Date



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 3800 S. 127th St. E. On 42.74 Acres, Derby, KS 67037

DOES THE PROPERTY HAVE A WELL? YES X NO

If yes, what type? Irrigation X Drinking Other

Location of Well: House yard and East pond

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

If yes, what type? Septic Lagoon X

Location of Lagoon/Septic Access: East of house

Authentisign

Darin L Rains

Owner

05/03/2023

Date

Authentisign

Jennifer M. Rains

Owner

05/04/2023

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:

3800 S. 127th St. E. On 42.74 Acres, Derby, KS 67037

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):

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):

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.

 05/03/2023

Seller _____ Date

Buyer _____ Date

 05/04/2023

Seller _____ Date

Buyer _____ Date

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AVERAGE MONTHLY UTILITIES

MISCELLANEOUS INFORMATION

Property Address: 3800 S. 127th St. E. On 42.74 Acres, Derby, KS 67037 (the "Real Estate")

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

	Utility Provider Company	12 Month Avg
Electric:	<u>Butler Rural Electric</u>	<u>\$560/mo estimate</u>
Water & Sewer:	<u>Rural Water District #3</u>	<u>\$43/mo estimate</u>
Gas Propane:	<u>Wayman Oil</u>	<u>\$250/mo estimate</u>

If propane, is tank owned or leased? Owned Leased

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

Appliances that Transfer:

Refrigerator? Yes~~X~~ No
 Dishwasher? Yes~~X~~ No
 Stove/Oven? Yes~~X~~ No
 Microwave? Yes~~X~~ No

Washer? Yes No~~X~~
 Dryer? Yes No~~X~~
 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.)? _____

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>

127TH ST E

DR-91-7

TWIN MILL

TWIN MILL



Geographic Information Services
Sedgwick County...
working for you

3800 S. 127th St. E., Derby, KS 67037 - Zoning Rural Residential

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.

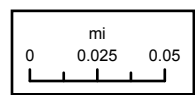
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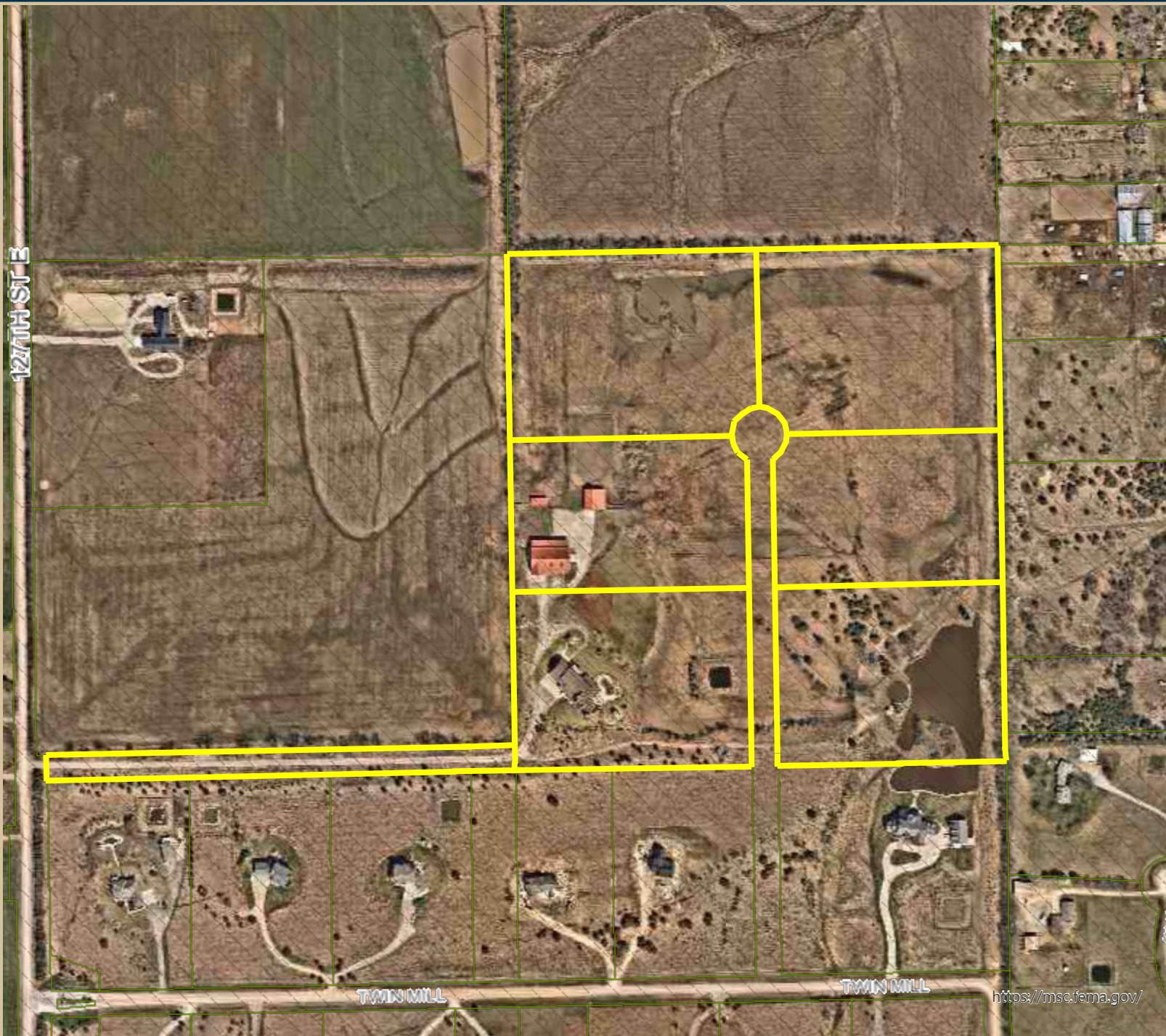
Date: 4/17/2023

Sedgwick County, Kansas



1:4,514





Sedgwick County, Kansas



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

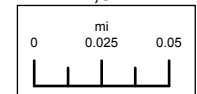
X AREA OF SPECIAL CONSIDERATION, AREA
WITH REDUCED FLOOD RISK DUE TO LEVEE

X
X,

Area Not Included



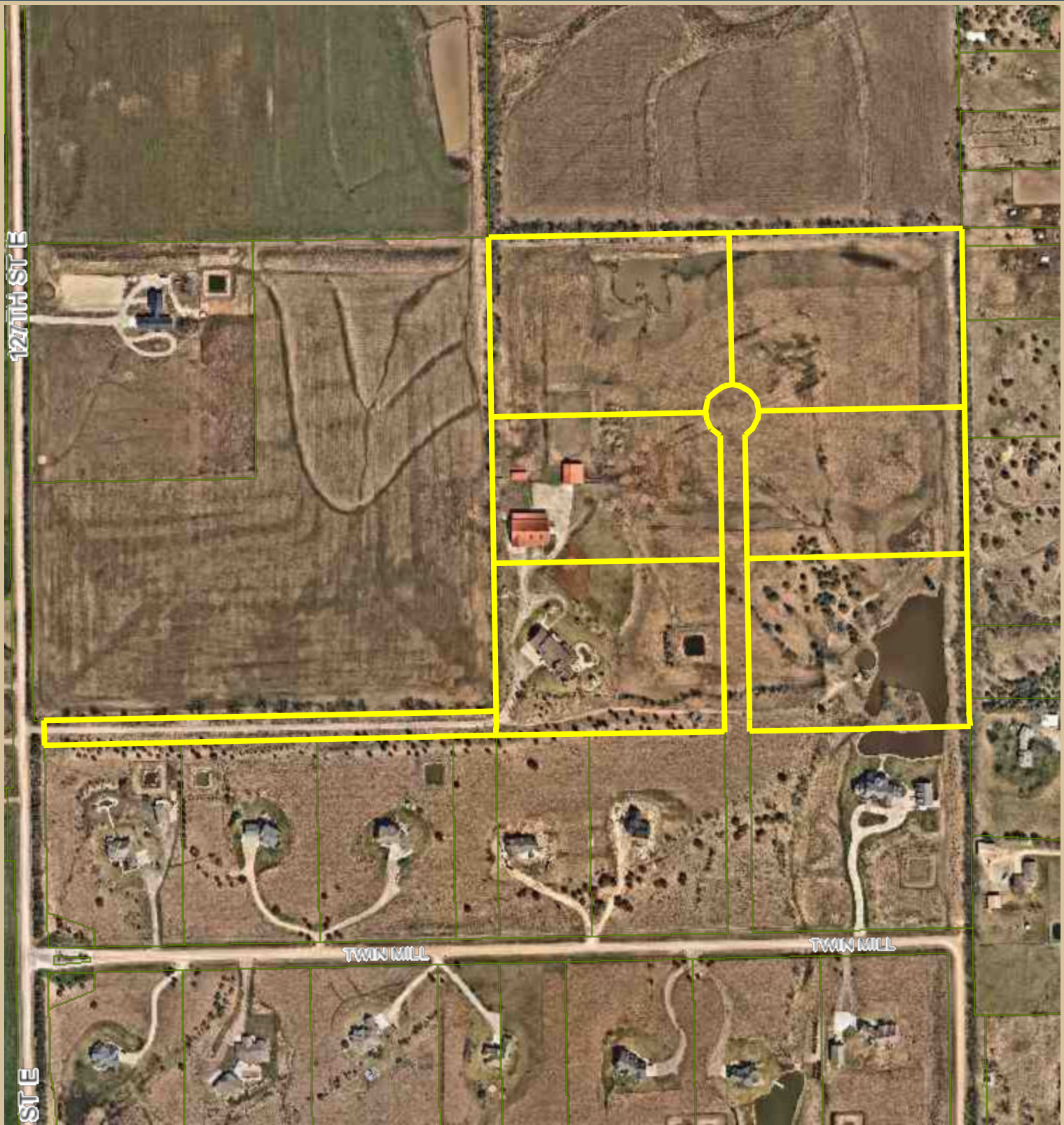
1:4,514



Date: 4/17/2023

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or the data displayed.



Geographic Information Services

Sedgwick County...

working for you

3800 S. 127th St. E., Derby, KS 67037 - Aerial - All Parcels

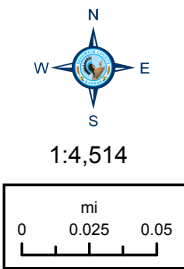
Date: 4/17/2023

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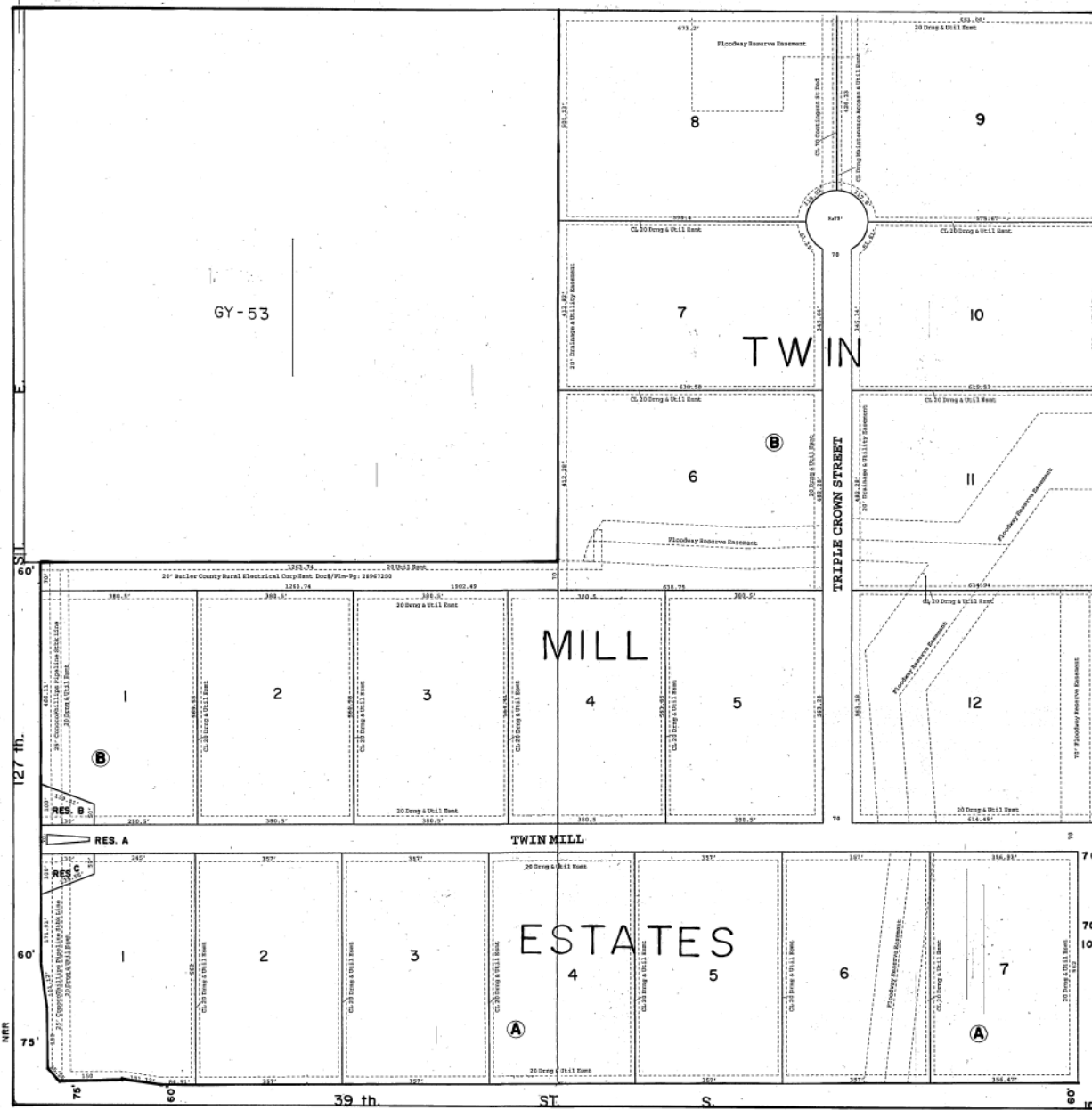
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Sedgwick County, Kansas



S.W. ¼ SEC. II, TWP. 28S, R.2E.



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)*

