



8789 SW Lost Lake Rd. | Andover, KS 67002

BIDDING OPENS: Tuesday, July 4th @ 2:00 PM
BIDDING CLOSING: Thursday, July 13th @ 2:10 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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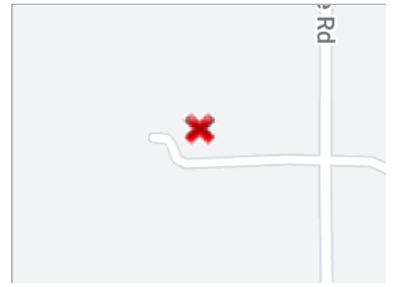
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Real Estate & Auction, LLC. It is incumbent 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 # 626492
Status Active
Contingency Reason
Area SCKMLS
Address 8789 S LOST LAKE RD
Address 2
City Andover
Zip 67002
Asking Price \$0
Original Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms	2	Approx. AGLA	1522
Total Bedrooms	3.00	AGLA Source	Court House
AG Full Baths	1	Approx. BFA	666.00
AG Half Baths	1	BFA Source	Court House
Total Full Baths	1	Approx. TFLA	2,188
Total Half Baths	1	Lot Size/SqFt	400752
Total Baths	2	Number of Acres	9.20
Garage Size	2		
Basement	Yes - Partially Finished		
Levels	Tri-Level		
Approximate Age	51 - 80 Years		
Acreage	5.01 - 10 Acres		

GENERAL

List Agent - Agent Name and Phone	BRADEN MCCURDY - OFF: 316-683-0612	List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600
Co-List Agent - Agent Name and Phone		Co-List Office - Office Name and Phone	
Showing Phone	888-874-0581	Year Built	1972
Parcel ID	20015-008-306-14-0-00-01-022.01-0	School District	Andover School District (USD 385)
Elementary School	Sunflower	Middle School	Andover Central
High School	Andover Central	Subdivision	SANTA FE HILLS COUNTRY ESTATES
Legal	SANTA FE HILLS COUNTRY ESTATES, S14, T27, R03E, LOT 19, ACRES 9.2	List Date	6/9/2023
Sub-Agent Comm	0	Buyer-Broker Comm	3
Transact Broker Comm	3	Variable Comm	Non-Variable
Virtual Tour Y/N		Days On Market	7
Input Date	6/16/2023 10:08 AM	Update Date	6/16/2023
Status Date	6/16/2023	Price Date	6/16/2023
Display Address	Yes		

ROOMS

Master Bedroom Level	Main	Master Bedroom Dimensions	11.6x16.6
Master Bedroom Flooring	Wood Laminate	Living Room Level	Upper
Living Room Dimensions	23.7x21.2	Living Room Flooring	Wood Laminate
Kitchen Level	Main	Kitchen Dimensions	19.10x14.6
Kitchen Flooring	Wood Laminate	Room 1 Type	
Room 2 Type		Room 3 Type	
Room 4 Level	Main	Room 4 Type	Bedroom
Room 4 Dimensions	21.3x12.3	Room 4 Flooring	Wood Laminate
Room 5 Level	Basement	Room 5 Type	Bonus Room
Room 5 Dimensions	11.2x15.11	Room 5 Flooring	Concrete
Room 6 Level		Room 6 Type	
Room 6 Dimensions		Room 6 Flooring	
Room 7 Level		Room 7 Type	
Room 7 Dimensions		Room 7 Flooring	
Room 8 Level		Room 8 Type	
Room 8 Dimensions		Room 8 Flooring	
Room 9 Level		Room 9 Type	
Room 9 Dimensions		Room 9 Flooring	
Room 10 Level		Room 10 Type	

ROOMS			
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 (Andover) US-54 & SW Indianola Rd. - North on Indianola Rd., East on SW 90th St., North on SW Lost Lake Rd.			
FEATURES			
ARCHITECTURE	UTILITIES	KITCHEN FEATURES	POSSESSION
Traditional	Sewer	Eating Bar	At Closing
EXTERIOR CONSTRUCTION	Lagoon	Pantry	PROPOSED FINANCING
Vinyl/Metal Siding	Propane Gas	Range Hood	Other/See Remarks
ROOF	Private Water	Gas Hookup	WARRANTY
Composition	BASEMENT / FOUNDATION	Granite Counters	No Warranty Provided
LOT DESCRIPTION	Partial	APPLIANCES	OWNERSHIP
Wooded	View Out	Dishwasher	Individual
FRONTAGE	BASEMENT FINISH	Disposal	PROPERTY CONDITION REPORT
Unpaved Frontage	1 Bedroom	Range/Oven	Yes
EXTERIOR AMENITIES	1/2 Bath	Washer	DOCUMENTS ON FILE
Ag Outbuilding(s)	COOLING	Dryer	Additional Photos
Balcony	Central	MASTER BEDROOM	Lead Paint
Deck	Electric	Master Bdrm on Main Level	Other/See Remarks
Covered Deck	HEATING	AG OTHER ROOMS	SHOWING INSTRUCTIONS
Fence-Wood	Forced Air	Family Room-Main Level	Appt Req-Call Showing #
Fence-Other/See Remarks	Gas	LAUNDRY	LOCKBOX
Guttering	DINING AREA	Basement	Combination
Horses Allowed	Eating Bar	Separate Room	TYPE OF LISTING
Irrigation Well	Eating Space in Kitchen	220-Electric	Excl Right w/o Reserve
RV Parking	Living/Dining Combo	Wash Sink	AGENT TYPE
Security Light	FIREPLACE	INTERIOR AMENITIES	Sellers Agent
Storage Building(s)	One	Ceiling Fan(s)	
GARAGE	Woodburning	Humidifier	
Attached	Wood Stove	Owned Water Softener	
FLOOD INSURANCE		Vaulted Ceiling	
Unknown		Window Coverings-All	
FINANCIAL			
Assumable Y/N	No	HOA Y/N	No
Currently Rented Y/N	Yes	Yearly HOA Dues	
Rental Amount		HOA Initiation Fee	
General Property Taxes	\$3,518.08	Home Warranty Purchased	Unknown
General Tax Year	2022	Earnest \$ Deposited With	Security 1st Title
Yearly Specials	\$0.00		
Total Specials	\$0.00		

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, July 4th, 2023 at 2 PM (cst) | BIDDING CLOSING: Thursday, July 13th, 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!!! NO MINIMUM, NO RESERVE!!! This is the property you have been waiting for and only available due to a Seller relocation! Situated on 9.2+/- Acres, just around the corner from Santa Fe Lake, this 3-bedroom, 1.5-bathroom modern farmhouse offers updates inside and out, a terrific 24x24 detached shop, three new decks, and an insulated, attached garage, all in the desirable Andover school district! This property provides so much for country living, with a small neighborhood feel, and is only 10 minutes from both Andover and Augusta! EXTERIOR: 9.2+/- Acres with 2.2 Acres Fenced-In Electric Gate Chicken Coop and Fenced-In Areas for Goats w/a Parlor Milking Shed 20x30 Fenced-In Raised Garden Beds 24x24 Shop New Vinyl Siding (2022) New Vinyl Double-Pane Quaker Windows, per seller INTERIOR: Newly Remodeled with Fresh Paint, New Flooring, New Tile, and Updated Fixtures & Finishes Granite Counters Gas Stove Free-Standing Soaker Tub Dual-Head Rain Shower Bidet Heat Storm Wi-fi Heater New PEX Plumbing (2021) Electric Updated in approx. 50% of Home (2021) New AC Condenser and Humidifier (2021) Basement Bedroom has a closet, and needs Flooring, Ceiling, and Sheetrock Basement 1/2 Bathroom has potential to add a Shower EXTRAS: Attached 2-Car Garage has Insulated Garage Doors Whole Home Water Filtration System Compost Area Old Shed for Tractor Zip-Line Hookup in Front Yard This beautiful home with acreage is waiting for you! Don't miss this opportunity! Buyer's Choice: \$15,000 earnest money deposit at the time of contracting with a closing on or before 30 days from the date of sale. \$20,000 earnest money deposit at the time of contracting with a closing on or before 45-days from the date 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 \$15,000 for a 30 day closing and \$20,000 for a 45 day closing.

AUCTION

Type of Auction Sale	Absolute	1 - Open for Preview	Yes
Method of Auction	Online Only	1 - Open/Preview Date	7/5/2023
Auction Location	www.mccurdy.com	1 - Open Start Time	3:30pm
Auction Offering	Real Estate Only	1 - Open End Time	5:30pm
Auction Date	7/4/2023	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 %/\$	15,000.00	3 - Open Start Time	
Auction End Date	7/13/2023	3 - Open End Time	
Auction End Time	2:10pm		

TERMS OF SALE

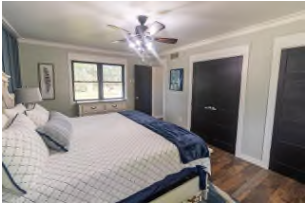
Terms of Sale See Associated Documents

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: 8789 SW Lost Lake Rd. - Andover, KS 67002

Seller: Mark and Kori McNeale

Date of Purchase: Oct. 15, 2020

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		None	Does Not Transfer			
☐	☐	☒ Disposal	☐	☐	☒ Smoke/Fire Detectors		
☐	☐	☒ Dishwasher	☐	☐	☒ Light Fixtures		
☐	☐	☒ Oven Electric	☐	☐	☒ Switches/Outlets		
☐	☐	☒ Range (Circle One) Gas Electric	☐	☐	☒ Ceiling Fan(s) 3 remotes		
☒	☐	☐ 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 2	# of Remotes: _____ Keypad Entry: (Circle One) YES NO				
☐	☐	☒ Clothes Dryer	☐	☒	☐ Aluminum Wiring		
☒	☐	☐ Trash Compactor	☐	☒	☐ Copper Wiring		
☒	☐	☐ Central Vacuum	☐	☒	☐ 220 Volt		
☒	☐	☐ Exterior Attached Gas Grill		100	☐ Service Panel Total Amps		
☐	☒	Other: Ecobee thermostat	☒	☐	☐ Solar Equipment - (Circle One) Own Rent/Lease		
☐	☐	Other: Heat Storm Wifi w/ remote			Company _____		
☐	☒	Other: bidet toilet seat w/ remote	☒	☐	☐ Wind - (Circle One) Own Rent/Lease		
			☒	☐	☐ Hydroelectric - (Circle One) Own Rent/Lease		
Comments: will replace thermostat w/ programmable thermostat upon closing			☒	☐	☐ 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					TRANSFERS TO BUYER					
29 None Does Not Transfer Working Not Working Don't Know					None Does Not Transfer Working Not Working Don't Know					
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.					
30	☐	☐	☒	☐	☐	☐	☒	☐	☐	Cooling System
31	☐	☐	☒	☐	☐	☐	☒	☐	☐	Type
32	☐	☐	☐	☐	☐	☐	☐	☐	☐	Age
33	☐	☐	☒	☐	☐	☐	☒	☐	☐	Heating System
34	☐	☐	☐	☐	☐	☐	☒	☐	☐	Type
35	☐	☐	☒	☐	☐	☐	☒	☐	☐	Age
36	☐	☐	☐	☐	☒	☐	☐	☐	☐	Window/Wall Air Conditioning Units
37	☒	☐	☐	☐	☒	☐	☐	☐	☐	Electronic Air Filter
38	☐	☐	☒	☐	☐	☐	☒	☐	☐	Humidifier
39	☐	☐	☐	☐	☒	☐	☐	☐	☐	Fireplace
40	☐	☐	☐	☐	☒	☐	☐	☐	☐	Fireplace Insert
41	☒	☐	☐	☐	☐	☐	☒	☐	☐	Wood burning Stove
42	☒	☐	☐	☐	☐	☐	☒	☐	☐	Chimney/Flue - Date Last Cleaned
43	☐	☐	☐	☐	☒	☐	☐	☐	☐	Gas Log Lighter
44	☐	☐	☐	☐	☒	☐	☐	☐	☐	Whole House Attic Fan
45	☒	☐	☐	☐	☒	☐	☐	☐	☐	Solar Equipment - (Circle One) Own Rent/Lease
46	☒	☐	☐	☐	☒	☐	☐	☐	☐	Company
47	Comments:				☒	☐	☐	☐	☐	Geothermal
48					☐	☐	☒	☐	☐	Propane Tank - (Circle One) Own Rent/Lease
49					☐	☐	☐	☐	☐	Company
50					Comments: Propane Central					
51	MEDIA ✓									
52	TRANSFERS TO BUYER									
53	None Does Not Transfer Working Not Working Don't Know									
54	Indicate the condition of the following items by marking only one appropriate box.									
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										
66										
67										
68										

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>12yr</u> Type: <u>Composition</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: _____ (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:

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 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 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	
<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): <u>basement/north shelter room</u>	
☒	☐	☐	Drain Tiles (If YES, mark all that apply.) ☐ INTERIOR ☐ EXTERIOR	
Additional Comments:				

no guttering w/ previous ownership

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:				

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 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:

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>partial south side</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 <u>previous owner filled in swimming pool</u> ☐ UPHEAVAL
			☐ SLIDING ☐ EARTH STABILITY PROBLEMS
			☐ SETTLING

Comments:

South fence w/ metal posts belongs to neighbors to south
North fence belongs to neighbors to the north
West fence belongs to owner to the west

RELEASE DATE 4/2022 (Rev 11/21)

SELLER'S INITIALS: KH MM

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.

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: _____
☐	☒	☐	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? <i>paving Central/90th, neighbors considering paving</i>
☐	☐	☒	Are there any transferable warranties on the property or any of its components? <i>lost 4116 RD</i>
Comments:			

Any Additional Comments For Part II:

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: _____

295

Date

SELLER: _____

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: _____

313

Date

BUYER: _____

Date

This form is approved by legal counsel for the REALTORS® of South Central Kansas exclusively for use by members of the REALTORS® of South Central Kansas and other authorized REALTORS®. No warranty is made or implied as to the legal validity or adequacy of this form, or that its use is appropriate for all situations. Copyright 2021

Property Address: 8789 SW Lost Lake Rd. - Andover, KS 67002

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).

lpe (ii) /y/m 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).

lm (ii) /y/m 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) *BRM* 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.

Mark McNeal
Seller

6-9-23
Date

McNeal
Seller

6/9/23
Date

Purchaser

6/9/23
Date

Purchaser

Date

[Signature]
Agent

Date

Agent

Date



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 8789 SW Lost Lake Rd. - Andover, KS 67002

DOES THE PROPERTY HAVE A WELL? YES ☒ NO ☐

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

Location of Well: North of drive

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

If yes, what type? Septic ☐ Lagoon ☒

Location of Lagoon/Septic Access: East of house

Owner

Owner

Date

Date



CALL BEFORE YOU WIRE FUNDS

PROTECT YOUR MONEY WITH THESE TWO STEPS

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

WHAT TO EXPECT FROM SECURITY 1ST TITLE WHEN YOU WIRE FUNDS.

1. To protect your business and customer's information, we will only provide wire instructions to the customer.
2. We will NOT randomly send wire instructions without a request from the customer.
3. We will NOT provide wire instructions if we do not have a signed **Wire Fraud Alert Form** for the party requesting the wire instructions.
4. We will NOT change the wire instructions in the middle of the transaction.
5. If a Buyer/Seller does receive wire instructions:
 - Wire instructions will be given verbally over the phone or sent securely via secured email.
 - The customer needs to verify our phone number at a trusted source like our website, security1st.com
 - Before sending funds, they need to call the verified office number to verify the wire instructions.

**NEVER WIRE FUNDS WITHOUT FIRST CALLING A KNOWN NUMBER FOR YOUR ESCROW OFFICER
TO CONFIRM THE WIRE INSTRUCTIONS. DO NOT RELY ON EMAIL COMMUNICATIONS.**

The undersigned, hereby authorizes Security 1st Title to communicate regarding my real estate closing transaction via electronic communications (cell phone number, e-mail or text message). I understand that this means Security 1st Title will only communicate with me via the authorized cell phone number and email address listed below.

I also acknowledge receipt of this notice and the risks associated with, and the vulnerabilities of electronic transfer of funds. The undersigned further agree that if electronic transfer of funds is utilized in this transaction, they hereby hold Security 1st Title harmless from all claims arising out of inaccurate transfer instructions, fraudulent taking of said funds and/or any other damage relating to the conduct of third parties influencing the implementation of transfer instructions.

Buyer/Seller Name

Buyer/Seller Name

Authorized Email Address

Authorized Email Address

Authorized Phone Number

Authorized Phone Number

Property Address

File Number

FOR MORE INFORMATION ON WIRE-FRAUD SCAMS OR TO REPORT AN INCIDENT, PLEASE REFER TO THE FOLLOWING LINKS:

Federal Bureau of Investigation: <http://www.fbi.gov>

Internet Crime Complaint Center: <http://www.ic3.gov>



Property Address: 8789 SW Lost Lake Rd. - Andover, KS 67002 (the "Real Estate")

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

	Utility Provider Company	12 Month Avg
Electric:	Butler County Electric	\$ 210
Water & Sewer:	N/A	—
Gas Propane:	Propane Central	\$ 125

If propane, is tank owned or leased? Owned Leased

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

Propane Central 45/yr

Appliances that Transfer:

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

Washer? Yes No
Dryer? Yes No
Other? _____

Homeowners Association: Yes ☐ No ☒

Dues Amount: _____ Yearly Monthly Quarterly

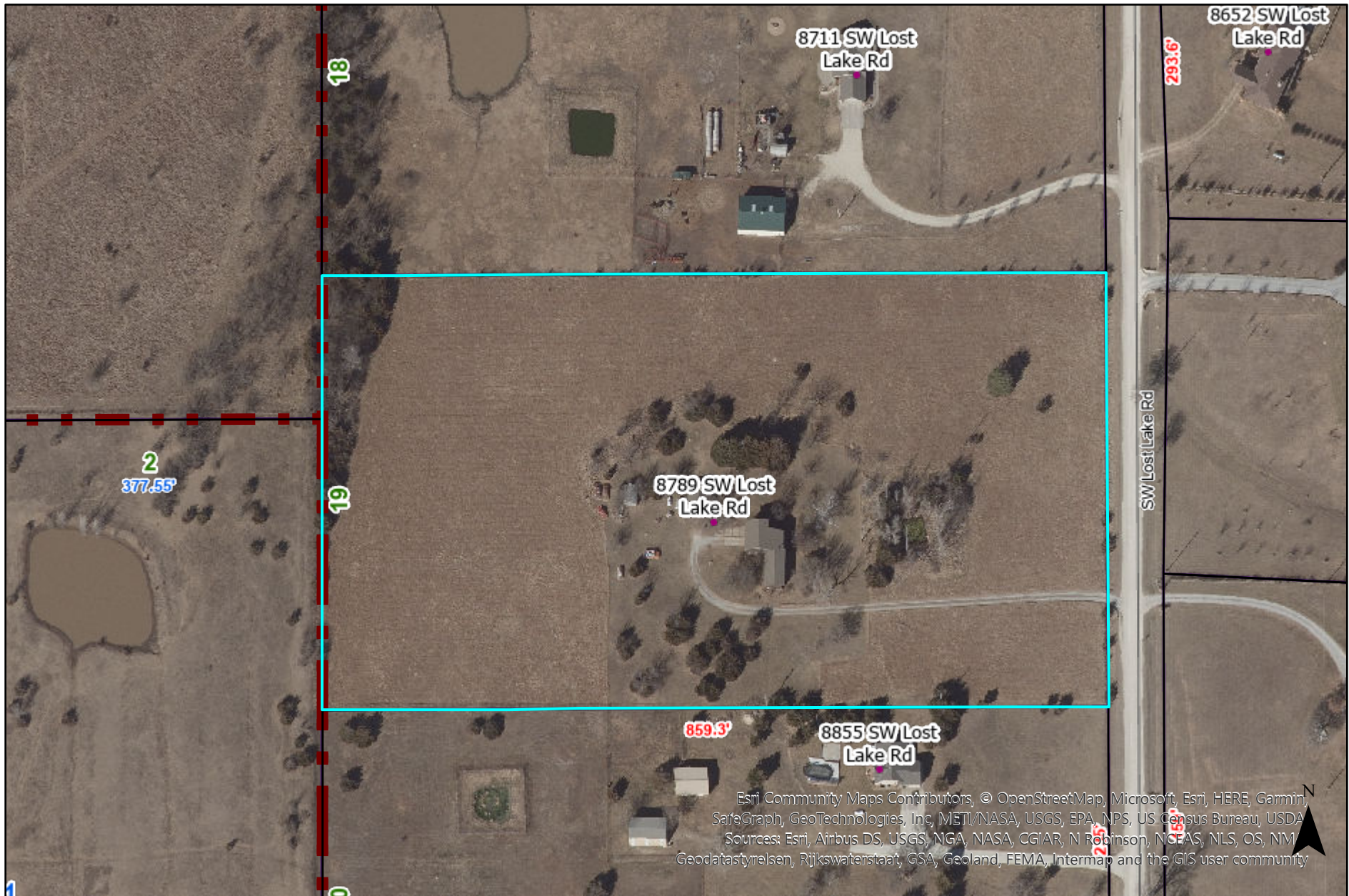
Initiation Fee: _____

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

Information provided has been obtained from a variety of sources. McCurdy has not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness.

8789 SW Lost Lake Rd., Andover, KS 67002 - Zoning

RR - Rural Residential



County Boundary

Parcels_Data

BLDG_LL

Cemetery_Plats

Subdivisions

Condo_Boundaries

AddressPoints

RoadCenterline

CITY CITY

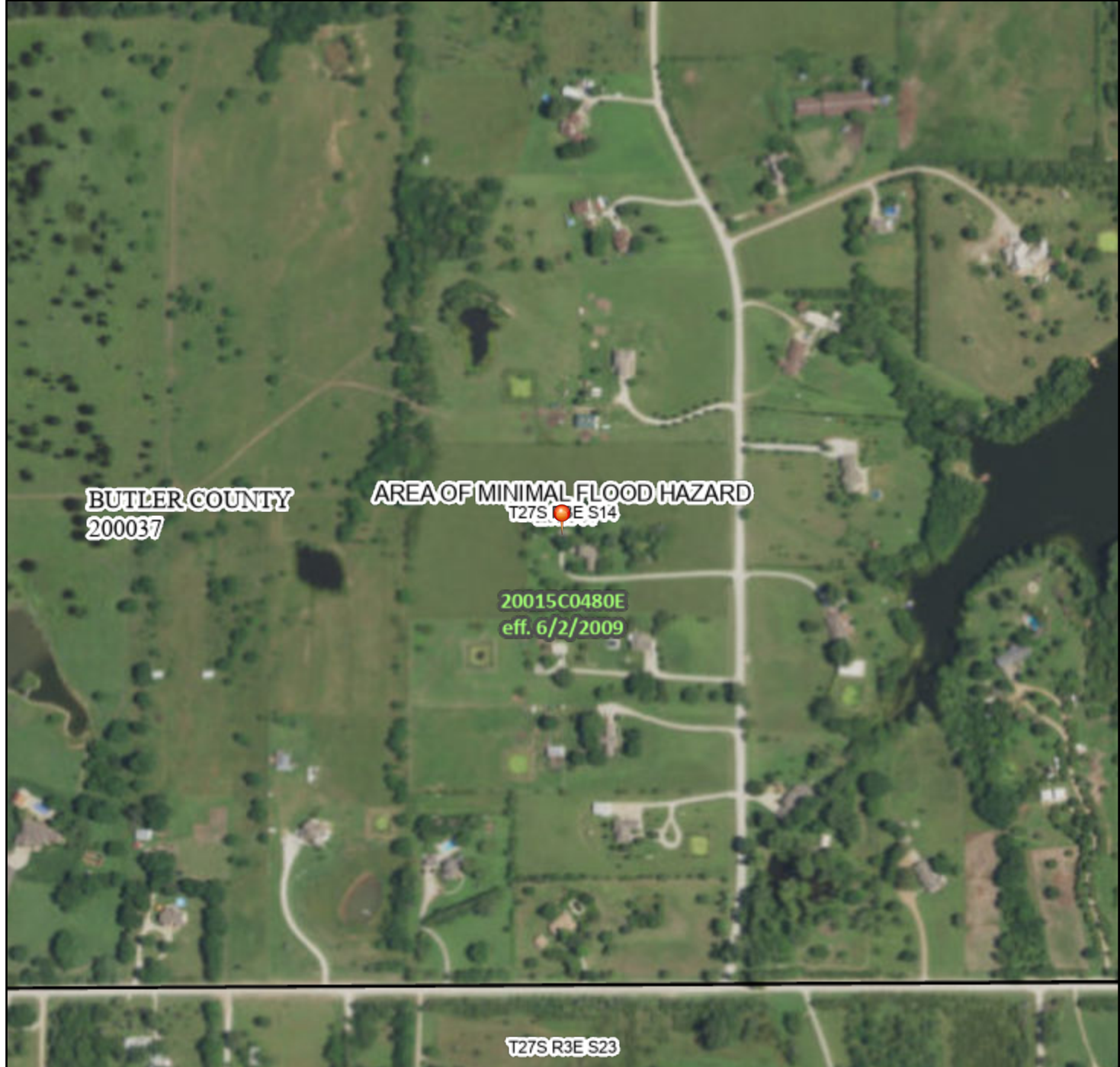
COUNTY ASPHALT COUNTY ASPHALT

COUNTY GRAVEL COUNTY GRAVEL

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

8789 SW Long Lake Rd., Andover, KS 67002 - Flood Map

97°4'30"W 37°42'5"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped

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

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **3/14/2023 at 9:57 AM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

8789 SW Lost Lake Rd., Andover, KS 67002 - Aerial



County Boundary
Parcels_Data
BLDG_LL
Cemetery_Plots

Subdivisions
Condo_Boundaries
AddressPoints

RoadCenterline

CITY CITY
COUNTY ASPHALT COUNTY ASPHALT
COUNTY GRAVEL COUNTY GRAVEL

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

TERMS AND CONDITIONS

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

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



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

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

