

PROPERTY INFORMATION PACKET | THE DETAILS



2154 US Hwy 183 | Ashland, KS 67831

AUCTION: BIDDING OPENS: Tues, Oct 24th @ 2:00 PM

BIDDING CLOSING: Thurs, Nov 2nd @ 2:20 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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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Real Estate & Auction, LLC. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or McCurdy was obtained from a variety of sources and seller and McCurdy have not made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid.

ALL FIELDS CUSTOMIZABLE



MLS # 630768
Status Active
Contingency Reason
Area SCKMLS
Address 2154 US Hwy 183
City Ashland
Zip 64831
Asking Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms 6
Total Bedrooms 6.00
AG Full Baths 1
AG Half Baths 0
Total Baths 1
Garage Size 2
Basement None
Levels 1 - 1/2 Story
Approximate Age 81+ Years
Acreage 10.01 or More

Approx. AGLA 2070
AGLA Source Court House
Approx. BFA 0.00
BFA Source Court House
Approx. TFLA 2,070
Lot Size/SqFt 1054152
Number of Acres 24.20

GENERAL

List Agent - Agent Name and Phone Isaac Klingman
List Office - Office Name and Phone McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600

Co-List Agent - Agent Name and Phone
Co-List Office - Office Name and Phone
Showing Phone 1-888-874-0581
Year Built 1910
Parcel ID 01320-4-18-0-00-00-004.00-0-00
School District Ashland School District (USD 220)

Elementary School Other
Middle School Other
High School Other
Subdivision NONE LISTED ON TAX RECORD

Legal
List Date 9/20/2023
Display Address Yes
Sub-Agent Comm 0
Buyer-Broker Comm 3
Transact Broker Comm 3
Variable Comm Non-Variable
Days On Market 7
Input Date 9/27/2023 3:22 PM
Update Date 9/27/2023
Status Date 9/27/2023
Price Date 9/27/2023

Master Bedroom Level Main
Master Bedroom Dimensions 16.3 x 13.2
Master Bedroom Flooring Carpet
Living Room Level Main
Living Room Dimensions 17.3 x 19.1
Living Room Flooring Carpet
Kitchen Level Main
Kitchen Dimensions 18.4 x 11.1
Kitchen Flooring Carpet
Room 4 Type Bedroom
Room 4 Level Main
Room 4 Dimensions 13.2 x 10.1
Room 4 Flooring Carpet
Room 5 Type Bedroom
Room 5 Level Main
Room 5 Dimensions 13.2 x 9.2
Room 5 Flooring Wood
Room 6 Type Bedroom
Room 6 Level Upper
Room 6 Dimensions 11.9 x 12.9
Room 6 Flooring Carpet
Room 7 Type Bedroom
Room 7 Level Upper
Room 7 Dimensions 10.10 x 13.7
Room 7 Flooring Carpet
Room 8 Type Bedroom
Room 8 Level Upper
Room 8 Dimensions 13.7 x 9.3
Room 8 Flooring Carpet
Room 9 Type Bonus Room
Room 9 Level Upper
Room 9 Dimensions 7.2 x 12.1
Room 9 Flooring Other
Room 10 Type Family Room
Room 10 Level Upper
Room 10 Dimensions 23.3 x 14.2
Room 10 Flooring Tile
Room 11 Type Laundry
Room 11 Level Main
Room 11 Dimensions 9.5 x 9.9
Room 11 Flooring Laminate - Other

Room 12 Type
Room 12 Level
Room 12 Dimensions
Room 12 Flooring

DIRECTIONS

Directions (Ashland) HWY 160 & US-183 HWY, South to Home.

FEATURES

ARCHITECTURE

Traditional

EXTERIOR CONSTRUCTION

Frame

ROOF

Composition

LOT DESCRIPTION

Corner

Irregular

Wooded

FRONTAGE

Paved Frontage

EXTERIOR AMENITIES

Ag Outbuilding(s)

Fence-Other/See Remarks

Security Light

Storage Building(s)

Storm Door(s)

Storm Shelter

Storm Windows/Ins Glass

Outbuildings

GARAGE

Detached

Oversized

FLOOD INSURANCE

Unknown

UTILITIES

Septic

Propane Gas

Private Water

BASEMENT / FOUNDATION

None

BASEMENT FINISH

None

COOLING

Central

Electric

HEATING

Forced Air

Propane-Owned

DINING AREA

Kitchen/Dining Combo

KITCHEN FEATURES

Electric Hookup

Granite Counters

APPLIANCES

Dishwasher

Refrigerator

Range/Oven

MASTER BEDROOM

Master Bdrm on Main Level

AG OTHER ROOMS

Bonus Room

LAUNDRY

Main Floor

Separate Room

220-Electric

INTERIOR AMENITIES

Ceiling Fan(s)

Hardwood Floors

Window Coverings-All

POSSESSION

At Closing

PROPOSED FINANCING

Other/See Remarks

WARRANTY

No Warranty Provided

OWNERSHIP

Individual

PROPERTY CONDITION REPORT

No

DOCUMENTS ON FILE

Lead Paint

SHOWING INSTRUCTIONS

Appt Req-Call Showing #

LOCKBOX

Combination

TYPE OF LISTING

Excl Right w/o Reserve

AGENT TYPE

Sellers Agent

FINANCIAL

Assumable Y/N	No
Currently Rented Y/N	No
Rental Amount	
General Property Taxes	\$747.09
General Tax Year	2023
Yearly Specials	\$0.00
Total Specials	\$0.00

HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Home Warranty Purchased	Unknown
Earnest \$ Deposited With	Security 1st Title

REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, October 24th, 2023 at 2 PM (cst) | BIDDING CLOSING: Thursday, November 2nd, 2023 at 2:20 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!!! It is our privilege and honor to offer you the McMinimy homestead which has been in the family since its creation in 1910! This six-bedroom farmhouse sits on 24 +/- acres in what once was known as Sitka, Kansas but is now Ashland, Kansas! The property is easily accessed right off US-183 Hwy. The historic home offers so much charm and character. This is a great opportunity to purchase a home on acreage with multiple outbuildings and so many possibilities! Selling regardless of price to the highest bidder! This is your chance to buy a piece of history that has been loved and cared for, for many years! 2,070 Square Foot Home: Spacious covered front porch Large living room Kitchen/dining combination with a refrigerator, oven & dishwasher Separate laundry/mud room off the kitchen w/ a walk-in shower 6 Bedrooms (2 on main floor including the primary & 4 on upper level) 1 Full bathroom with a tub Large bonus/rec room on the upper level Attic space Reverse Osmosis System Exterior Features: 24 +/- Acres 440 Square foot detached garage 40 x 100 Quonset building with concrete flooring 20 x 39 Tool shed/farm building 20 x 36 Barn with outdoor pens Approximately 19 acres of fenced pasture Storm shelter Large mature shade trees Carefully designed garden and flower bed with water system The property runs on CMS Electric, a drinking well, and propane tanks. All mineral and water interests held by the seller will pass with the real estate to the buyer. *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. Full auction terms and conditions provided in the Property Information Packet. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. Property available to preview by appointment. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount of \$15,000.

AUCTION

Type of Auction Sale	Absolute
Auction Location	www.mccurdy.com
Auction Date	10/24/2023
Broker Registration Req	Yes
Premium Amount	0.10
Earnest Amount %/\$	15,000.00
1 - Open/Preview Date	

Method of Auction	Online Only
Auction Offering	Real Estate Only
Auction Start Time	2:00 PM
Buyer Premium Y/N	Yes
Earnest Money Y/N	Yes
1 - Open for Preview	
1 - Open Start Time	

AUCTION

1 - Open End Time

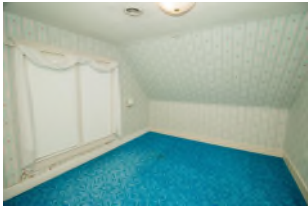
TERMS OF SALE

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.



Property Address: 2154 Hwy 183 - Ashland, KS 67831 (the "Real Estate")

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

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

Lease information (if applicable):

Written Lease: ☐ Yes ☐ No

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

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

Deposit Amount: _____

Appliances Transferring with the Real Estate:

Refrigerator: ☒ Yes ☐ No ☐ None/Unknown
Stove/Oven: ☒ Yes ☐ No ☐ None/Unknown
Dishwasher: ☒ Yes ☐ No ☐ None/Unknown

Microwave: ☐ Yes ☒ No ☐ None/Unknown
Washer: ☐ Yes ☒ No ☐ None/Unknown
Dryer: ☐ Yes ☒ No ☐ None/Unknown

Utilities:

Utility Provider/Company

Utility On or Off

Utility Paid By

Electric: CMS Electric ☒ On ☐ Off ☐ Tenant ☐ Owner

Water/Sewer: Private ☒ On ☐ Off ☐ Tenant ☐ Owner

Gas: — ☐ On ☐ Off ☐ Tenant ☐ Owner

Propane: Alliance Ag & Grain ☒ On ☐ Off ☐ Tenant ☐ Owner

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

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

Other Utility: _____ ☐ On ☐ Off ☐ Tenant ☐ Owner

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

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

Code Violations:

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

If yes, please provide details: _____

Special Assessments or Fees:

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

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

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

Explanation of Assessment or Fee: _____

Homeowners Association:

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

Dues Amount: _____ ☐ Yearly ☐ Monthly ☐ Quarterly

Initiation Fee: _____

Property Disclosures:

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

None

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

None

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

SELLER:

Eldora Z. McMinimy 9/20/2023
Signature Date

Eldora Z. McMinimy
Print

Title Company

Signature Date

Print

Title Company

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

BUYER:

Signature Date

Signature Date

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

Lead Warning Statement

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

Seller's Disclosure

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

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

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

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

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

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

Certification of Accuracy

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

<u>Eldora J. McMinimy</u>	<u>9/20/2023</u>		
Seller	Date	Seller	Date
<u>[Signature]</u>	<u>9/20/23</u>		
Purchaser	Date	Purchaser	Date
<u>[Signature]</u>	<u>9/20/23</u>		
Agent	Date	Agent	Date



McCurdy
REAL ESTATE & AUCTION

WATER WELL INSPECTION REQUIREMENTS

Property Address: 2154 Hwy 183 - Ashland, KS 67831

Each City and County have different inspection requirements. If you are required to do an inspection our office will email you the information.

For properties within the *City of Wichita* the requirements are:

1. Any type of water well must have a Title Transfer Inspection performed prior to the transfer of the property. The property owner is required to notify the City of Wichita, Department of Environmental Services at the time the property is listed for sale and is responsible for the \$125.00 inspection fee. If the water well on the property is used for personal use (drinking, cooking, or bathing), the well must also be sampled to ensure that the water is potable. A sample fee of \$25.00 per sample will be charged, in addition to the inspection fee. If the well is for irrigation purposes only, the water sample is optional. The City of Wichita will bill for the inspection and sample.
2. All water wells must be located a minimum of 25 feet from a foundation that has been treated for termites (or will require treatment prior to transfer of ownership) with a subsurface pressurized application of a pesticide. Existing wells may remain in a basement so long as they are not within 10 feet of the main sewer line or within 25 feet of foundation if no termite treatment has occurred or is currently needed.

DOES THE PROPERTY HAVE A WELL? YES X NO _____

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

Location of Well: North east of House

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

If yes, what type? Septic X Lagoon _____

Location of Lagoon/Septic Access: North of the house

Eldora J. McMinamy
Owner/Seller

9/20/2023
Date

Owner/Seller

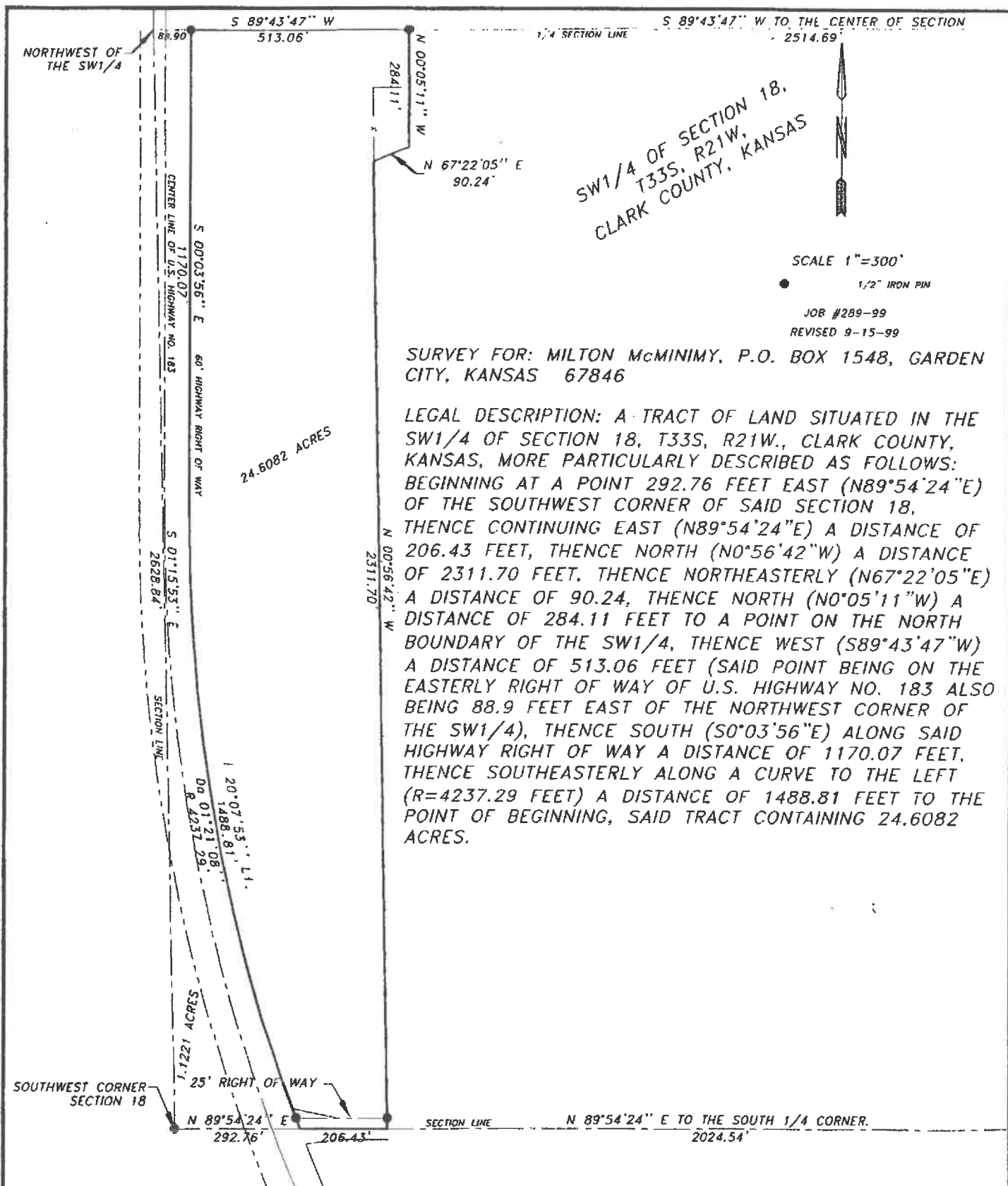
Date

Buyer

Date

Buyer

Date



SURVEYOR CERTIFICATE

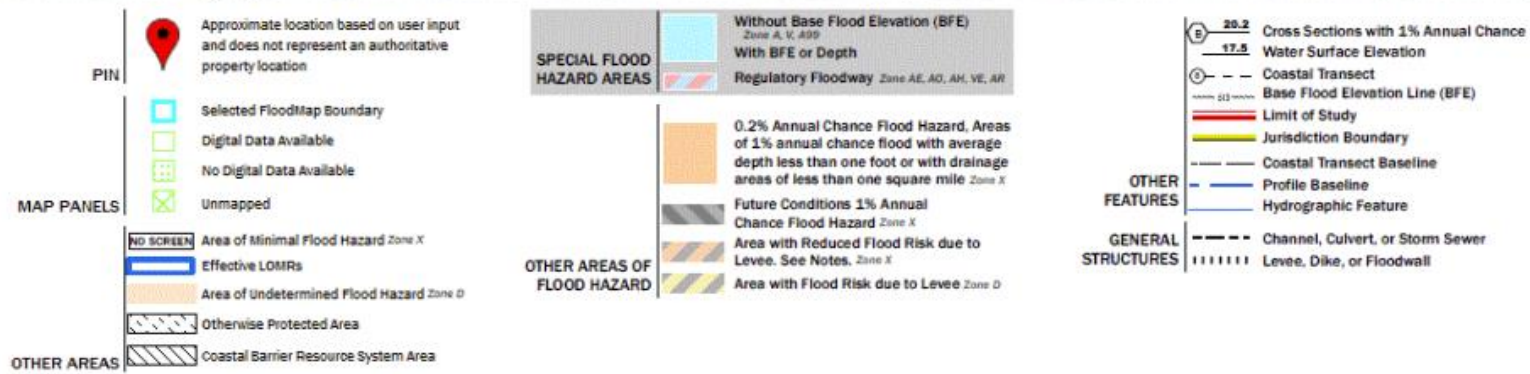
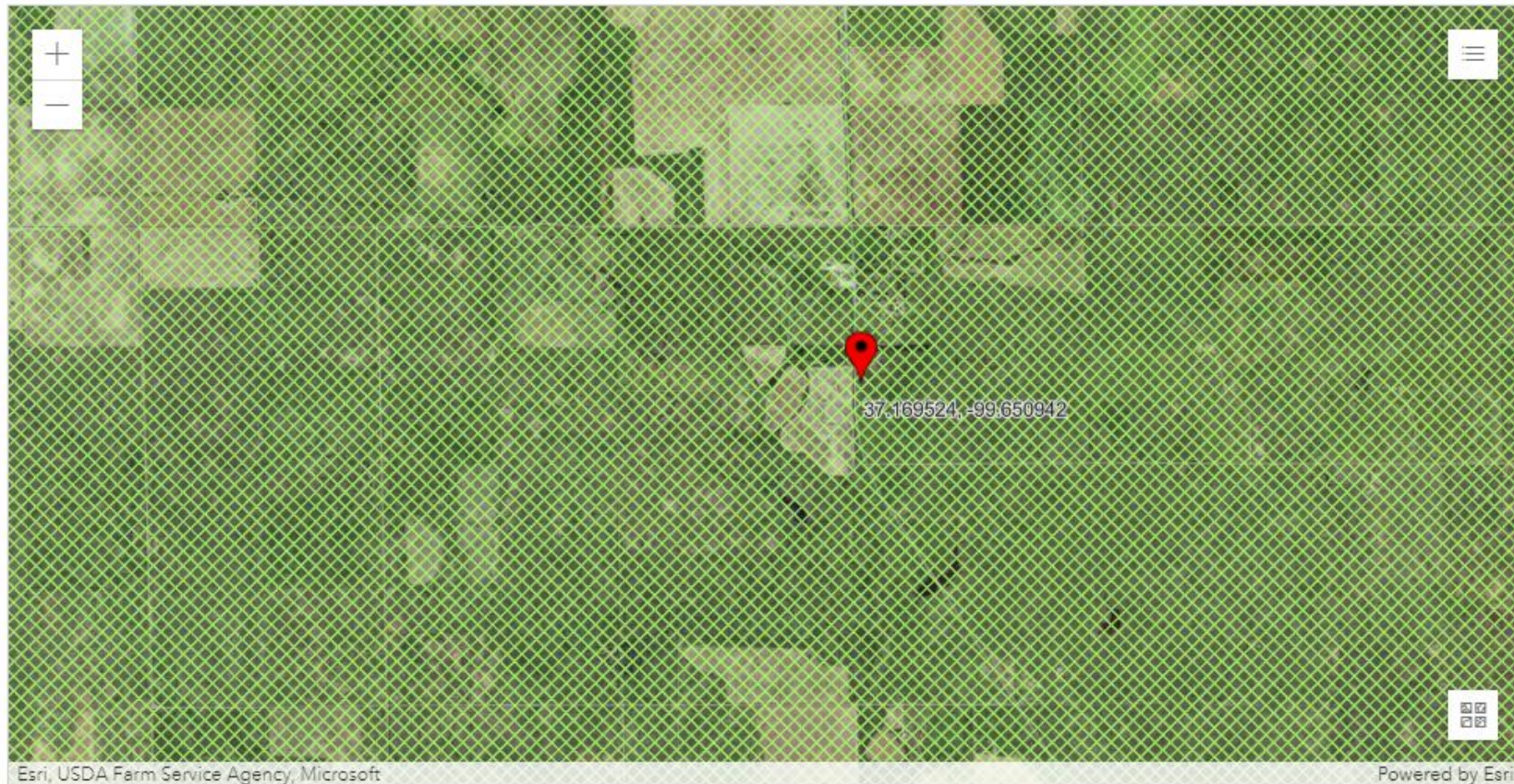
WE DO HEREBY CERTIFY THAT ON THE 15TH DAY OF SEPTEMBER, 1999, WE COMPLETED A SURVEY OF THE ABOVE DESCRIBED PROPERTY AND TO THE BEST OF OUR KNOWLEDGE AND BELIEF THIS SURVEY IS TRUE AND CORRECT.

24 +/- Acres on US Hwy 183, Ashland, KS 67831 - No Zoning



9/14/2023

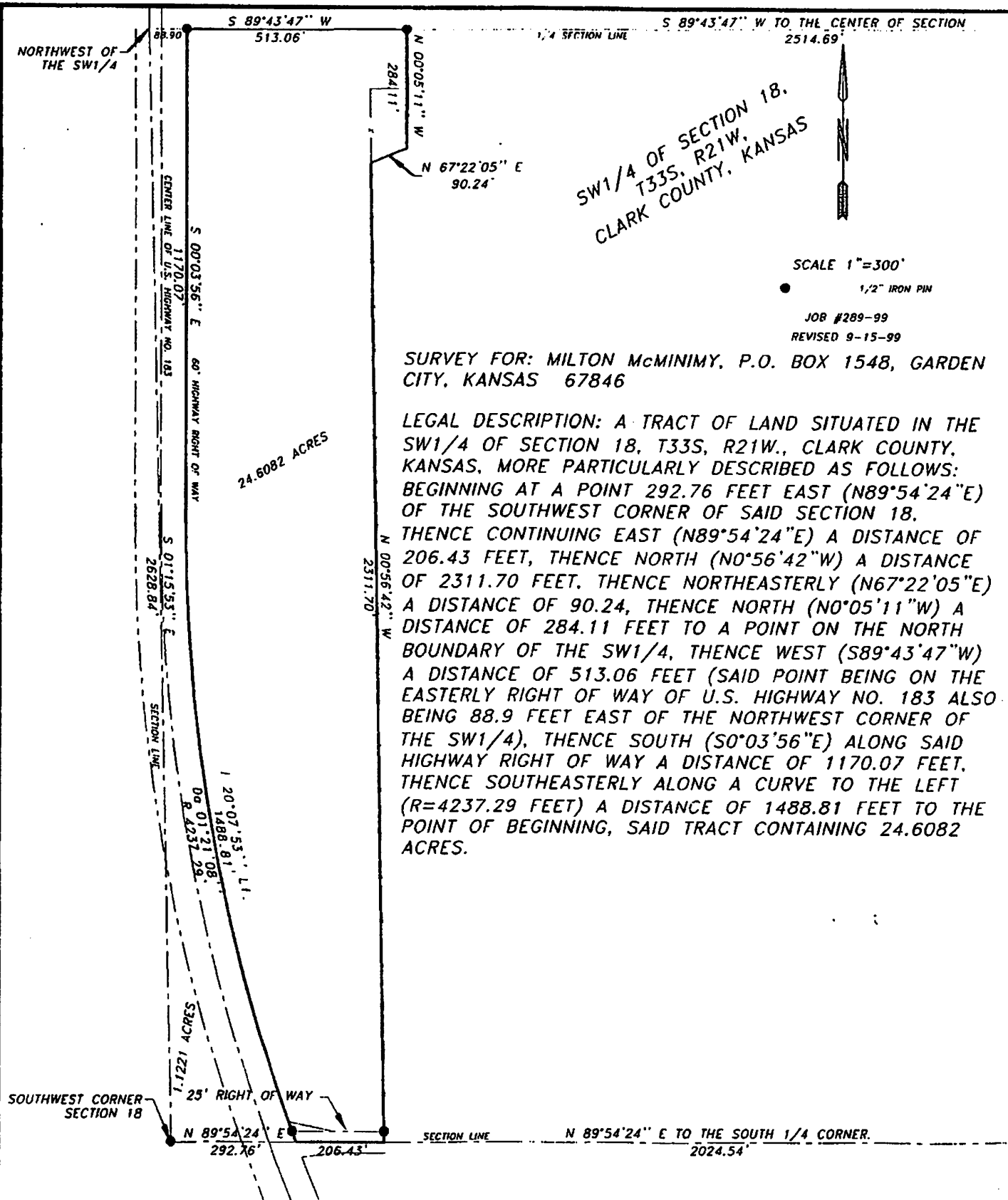
2154 Hwy 183, Ashland, KS 67831 - Flood - Unmapped



24 +/- Acres on US Hwy 183, Ashland, KS 67831 - Aerial



9/14/2023



SURVEYOR CERTIFICATE

WE DO HEREBY CERTIFY THAT ON THE 15TH DAY OF SEPTEMBER, 1999, WE COMPLETED A SURVEY OF THE ABOVE DESCRIBED PROPERTY AND TO THE BEST OF OUR KNOWLEDGE AND BELIEF THIS SURVEY IS TRUE AND CORRECT.

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.

Real Estate Brokerage Relationships

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

Types of Brokerage Relationships: A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

Seller's Agent: The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees at the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

Buyer's Agent: The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees at the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

A Transaction Broker is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

Duties and Obligations: Agents and transaction brokers have duties and obligations under K.S.A. 58-30,106, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

An Agent, either seller's agent or buyer's agent, is responsible for performing the following duties:

- promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- protecting the clients confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the client to obtain expert advice
- accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- disclosing to the other party all adverse material facts actually known by the agent

The transaction broker is responsible for performing the following duties:

- protecting the confidences of both parties
- exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- disclosing to the parties all adverse material facts actually known by the transaction broker

Agents and Transaction Brokers have no duty to:

- conduct an independent inspection of the property for the benefit of any party
- conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

General Information: Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.

Licensee

Real estate company name approved by the commission

Supervising/branch broker

Buyer/Seller Acknowledgement (not required)

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)*

