

PROPERTY INFORMATION PACKET

THE DETAILS



300 SE 40th St. | El Dorado, KS 67042

AUCTION: BIDDING OPENS: Tues, December 5th @ 2:00 PM

BIDDING CLOSING: Tues, Decemeber 19th @ 4:10 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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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 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. The Title Commitment Schedule B Part II-Exceptions will be added as a supporting document on McCurdy.com at the time it is provided by the title company. 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 # 633095
Status Active
Contingency Reason
Area SCKMLS
Address 300 40th St.
City El Dorado
Zip 67042
Asking Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms 3
Total Bedrooms 5.00
AG Full Baths 2
AG Half Baths 0
Total Baths 2
Garage Size 2
Basement Yes - Finished
Levels One Story
Approximate Age 11 - 20 Years
Acreage 10.01 or More

Approx. AGLA 1832
AGLA Source Court House
Approx. BFA 1800.00
BFA Source Measured
Approx. TFLA 3,632
Lot Size/SqFt 1,803,384
Number of Acres 41.40

GENERAL

List Agent - Agent Name and Phone Megan Rae Niedens - 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 1-888-874-0581
Year Built 2008
Parcel ID 216-24-0-00-00-010-04-0
School District Circle School District (USD 375)
Elementary School Oil Hill
Middle School Circle
High School Circle
Subdivision NONE LISTED ON TAX RECORD
Legal S24, T26, R05E, ACRES 41.4, BEG 929.38W SE/C SW1/4 W284 N1599.86 E470 N2.52 E82.24 N1059.16 E660.9 S
List Date 11/28/2023
Display Address Yes
Sub-Agent Comm 0
Buyer-Broker Comm 3
Transact Broker Comm 3
Variable Comm Non-Variable
Days On Market 2
Input Date 11/30/2023 8:50 AM
Update Date 11/30/2023
Status Date 11/30/2023
Price Date 11/30/2023

Master Bedroom Level Main
Master Bedroom Dimensions 16 x 18
Master Bedroom Flooring Carpet
Living Room Level Main
Living Room Dimensions 18 x 14
Living Room Flooring Wood Laminate
Kitchen Level Main
Kitchen Dimensions 13 x 19
Kitchen Flooring Wood Laminate
Room 4 Type
Room 4 Level
Room 4 Dimensions
Room 4 Flooring
Room 5 Type
Room 5 Level
Room 5 Dimensions
Room 5 Flooring
Room 6 Type
Room 6 Level
Room 6 Dimensions
Room 6 Flooring
Room 7 Type
Room 7 Level
Room 7 Dimensions
Room 7 Flooring
Room 8 Type
Room 8 Level
Room 8 Dimensions
Room 8 Flooring
Room 9 Type
Room 9 Level
Room 9 Dimensions
Room 9 Flooring
Room 10 Type
Room 10 Level
Room 10 Dimensions
Room 10 Flooring
Room 11 Type
Room 11 Level
Room 11 Dimensions
Room 11 Flooring

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

DIRECTIONS

Directions (El Dorado) SE 40th St. & HWY 77 - East to Home.

FEATURES

ARCHITECTURE Ranch	UTILITIES Lagoon Rural Water	KITCHEN FEATURES Eating Bar Island Pantry	INTERIOR AMENITIES Ceiling Fan(s) Closet-Cedar Closet-Walk-In Vaulted Ceiling
EXTERIOR CONSTRUCTION Frame w/Less than 50% Mas	BASEMENT / FOUNDATION Full Walk Out At Grade View Out	APPLIANCES Dishwasher Disposal Microwave Refrigerator Range/Oven Washer Dryer	POSSESSION At Closing
ROOF Composition	BASEMENT FINISH 2 Bedroom Rough-In Bath Bsmt Rec/Family Room Bsmt Storage Bsmt Laundry	MASTER BEDROOM Master Bdrm on Main Level Split Bedroom Plan Master Bedroom Bath Shower/Master Bedroom	PROPOSED FINANCING Other/See Remarks
LOT DESCRIPTION Standard	COOLING Central Electric	AG OTHER ROOMS Storage	WARRANTY No Warranty Provided
FRONTAGE Unpaved Frontage	HEATING Forced Air Electric	LAUNDRY Basement 220-Electric	OWNERSHIP Individual
EXTERIOR AMENITIES Above Ground Pool Swimming Pool Equipment Covered Deck Guttering Horses Allowed Irrigation Well RV Parking Storage Building(s)	DINING AREA Eating Bar Eating Space in Kitchen Formal Kitchen/Family Room		PROPERTY CONDITION REPORT Yes
GARAGE Attached Oversized			DOCUMENTS ON FILE Sellers Prop. Disclosure
FLOOD INSURANCE Unknown			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	
Rental Amount		HOA Initiation Fee	
General Property Taxes	\$0.00	Home Warranty Purchased	Unknown
General Tax Year	2022	Earnest \$ Deposited With	Security 1st Title
Yearly Specials	\$0.00		
Total Specials	\$0.00		

REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, December 5th, 2023 at 2 PM (cst) | BIDDING CLOSING: Tuesday, December 19th, 2023 at 4:10 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!!! PREMIER!!! What an amazing opportunity to purchase a beautiful home on over 40 acres in Butler County! This property has so much to offer from the 5 -bedroom sprawling ranch to the impressive 60 x 40 barn, to the saltwater pool! HOME: 3,632 Square Foot Impressive covered front porch Attached & oversized two-car garage Open floor plan w/ sleek wood laminate flooring Vaulted ceilings Kitchen w/ farm sink, butcher block countertops, subway tile backsplash & pantry Appliances: Double wall ovens, cooktop, microwave, stainless steel refrigerator, & oven Massive primary bedroom w/bay window, walk-in closet & en-suite w/ walk-in shower Two additional bedrooms and a full bathroom w/ a tub/shower combination on main floor Spacious full walk-out basement with a rec/family room, two large bedrooms & storage space (Basement was finished in February 2023) Separate laundry room with a washer & dryer Potential to add a third bathroom in the basement EXTERIOR: 41.4 +/- Acre lot! Circle driveway for easy access 60 x 40 barn w/ two overhead doors, electricity, water & 6 horse stalls 20 x 40 above ground saltwater pool Pergola w/ ceiling fan and lights 12 x 8 shed for storage New roof in 2021! ADDITIONAL FEATURES: Cedar closets Cedar ceiling Basement has projector hook-ups, stained concrete flooring, & chalkboard wall New gutters Attic space could be converted into a loft Additional laundry hook-ups available in the pantry on the main level New 62-gallon hot water tank in 2022 New siding & trim around fascia & windows All new exterior doors New flooring & carpet in 2022 New front porch in 2023 New deck in 2022 You will not want to miss out on this out on one of a kind property! *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 \$35,000.

AUCTION

Type of Auction Sale	Reserve	Method of Auction	Online Only
Auction Location	www.mccurdy.com	Auction Offering	Real Estate Only

AUCTION

Auction Date	12/5/2023	Auction Start Time	2:00 PM
Broker Registration Req	Yes	Buyer Premium Y/N	Yes
Premium Amount	0.10	Earnest Money Y/N	Yes
Earnest Amount %/\$	35,000.00	1 - Open for Preview	
1 - Open/Preview Date		1 - Open Start Time	
1 - Open End Time			

TERMS OF SALE

Terms of Sale

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: 300 SE 40th St. El Dorado, KS 67042

Seller: Coleen & James Beckley

Date of Purchase:

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

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

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

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

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

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

PART I

APPLIANCES					ELECTRICAL						
		TRANSFERS TO BUYER			Indicate the condition of the following items by marking only one appropriate box.			TRANSFERS TO BUYER			Indicate the condition of the following items by marking only one appropriate box.
None	Does Not Transfer	Working	Not Working	Don't Know		None	Does Not Transfer	Working	Not Working	Don't Know	
☐	☐	☒	☐	☐	Disposal	☐	☐	☒	☐	☐	Smoke/Fire Detectors
☐	☐	☒	☐	☐	Dishwasher	☐	☐	☒	☐	☐	Light Fixtures
☐	☐	☒	☐	☐	Oven	☐	☐	☒	☐	☐	Switches/Outlets
☐	☐	☒	☐	☐	Range (Circle One) Gas <u>Electric</u>	☐	☐	☒	☐	☐	Ceiling Fan(s)
☐	☐	☒	☐	☐	Microwave	☐	☐	☒	☐	☐	Bathroom Vent Fan(s)
☒	☐	☐	☐	☐	Built In (Circle One) YES <u>NO</u>	☒	☐	☐	☐	☐	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>2</u> Keypad Entry: (Circle One) YES <u>NO</u>
☐	☐	☒	☐	☐	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 Company
☐	☐	☐	☐	☐	Other: _____	☐	☐	☐	☐	☐	Wind - (Circle One) Own Rent/Lease
☐	☐	☐	☐	☐	Other: _____	☒	☐	☐	☐	☐	Hydroelectric - (Circle One) Own Rent/Lease
☐	☐	☐	☐	☐	Other: _____	☒	☐	☐	☐	☐	Security System - (Circle One) Own Rent/Lease Company
Comments:						☒	☐	☐	☐	☐	Audio/Video Surveillance System

RELEASE DATE 4/2023 (Rev 1/23)

SELLER'S INITIALS: JB

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BUYER'S INITIALS: _____

#1004

27 WATER/SEWAGE SYSTEMS (See Part II Also)					27 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			
☐	☐	☒	☐	☐	☐	☒	☐	☐	☐
30 Sewage Systems					30 Cooling System				
☐	☐	☒	☐	☐	31 <u>electric</u> Type				
31 Sump Pump					31 Age				
☒	☐	☐	☐	☐	32 Backup Sump Pump/Battery				
☐	☐	☒	☐	☐	33 Plumbing				
34 Type					33 <u>electric</u> Type				
☐	☐	☒	☐	☐	34 Age				
35 Water Heater (Circle One) <u>Elect</u> Gas					34 Window/Wall Air Conditioning Units				
36 <u>10 year</u> Size & Age					35 Electronic Air Filter				
☒	☐	☐	☐	☐	36 Instant Hot Water				
☒	☐	☐	☐	☐	37 Humidifier				
38 Water Softener					37 Fireplace				
39 (Circle One) Own Rent/Lease					38 Fireplace Insert				
40 Company					39 Wood burning Stove				
☒	☐	☐	☐	☐	40 Chimney/Flue - Date Last Cleaned				
41 Water Purifier/Reverse Osmosis					41 Gas Log Lighter				
☒	☐	☐	☐	☐	42 Whole House Attic Fan				
42 Underground Sprinkler System					42 Solar Equipment - (Circle One) Own Rent/Lease				
43 Backflow Device (Circle One) YES NO					43 Company				
44 Date Last Tested or Inspected					44 Geothermal				
☐	☐	☒	☐	☐	45 Propane Tank - (Circle One) Own Rent/Lease				
45 Pool Equipment					45 Company				
☒	☐	☐	☐	☐	46 Comments: <u>Hookup available by barn.</u>				
46 Hot Tub/Spa					46 Comments:				
47 Comments:					47 Comments:				
48					48				
49					49				
50					50				
51 MEDIA					51				
52 TRANSFERS TO BUYER		Indicate the condition of the following items by marking only one appropriate box.			Any Additional Comments For Part I:				
53 None Does Not Transfer	Working								
☐	☒	☐	☐	☐					
58 Satellite Dish									
☐	☐	☐	☐	☐					
59 # of Rcvs/Remotes									
☒	☐	☐	☐	☐					
60 Attached Antennas									
☐	☒	☐	☐	☐					
61 Cable TV Wiring/Jacks									
☒	☐	☐	☐	☐					
62 Attached Television Mount(s)									
☐	☐	☐	☐	☐					
63 Projector(s) - <u>Power in Basement ceiling</u>									
☒	☐	☐	☐	☐					
64 Projector Screen(s)									
☒	☐	☐	☐	☐					
65 Surround Sound Speakers									
☒	☐	☐	☐	☐					
66 Wired for Surround Sound									
67 Comments:									
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
			<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: <u>2020 3 years</u> 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: <u>2020</u> (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.			
<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: <u>#6</u>	
☒	☐	☐	Is the property connected to any private water systems? (Mark all that apply.)	
☐	☐	☐	☐ Drinking Well	☒ Irrigation Well
☒	☐	☐	Working? Type: _____ Location: <u>West of house</u> Depth: _____	☐ Geo-Thermal Well
☐	☐	☐	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 side 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): _____	
☐	☒	☐	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: <u>HAWK'S - Quarterly Pest Control</u> 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: _____
			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 used in manufacturing methamphetamine, ecstasy, LSD or any other illegal substances?
☐	☒	☐	207 To your knowledge, are any of the above conditions present near your property?
208 Comments:			
209			
210			
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? - Property line is fenced.
☒	☐	☐	216 Is there any fencing on the boundaries of the property?
☐	☐	☐	217 Does fencing belong to the property? If YES, which sides? See below
☒	☐	☐	218 Are there any features of the property shared in common with adjoining landowners, such as, walls, fences, roads, driveways? (If YES, explain below.)
☒	☐	☐	219 Is the property owner responsible for maintenance of any such shared feature(s)?
☐	☒	☐	220 To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
☐	☒	☐	221 To your knowledge, is any portion of the property located in a federally designated flood plain?
☐	☒	☐	222 Do you currently, or have you ever, paid flood insurance for the property?
☐	☒	☐	223 To your knowledge, is any portion of the property located in a designated wetlands area?
☐	☒	☐	224 Do you know of any of the following items that have occurred on the property or in the immediate area? (Mark all that apply.)
			225 ☐ EXPANSIVE SOIL ☐ EARTH MOVEMENT
			226 ☐ FILL DIRT ☐ UPHEAVAL
			227 ☐ SLIDING ☐ EARTH STABILITY PROBLEMS
			228 ☐ SETTLING
229 Comments:			
230 West fence is shared w/ land owner. Southeast of drive fence is shared w/ neighbor			
231			
232			
233			

234 RELEASE DATE 4/2023 (Rev 1/23)

SELLER'S INITIALS: DB

Pg 5 of 7

BUYER'S INITIALS: _____

#1004

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

236 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: <u>Refrigerator, washer, dryer, microwave, ranges, ovens,</u>
☒	☐	☐	Does the property contain any of the following? (Mark all that apply.) <u>- Salt Water</u>
☐	☐	☐	☒ 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: <u>Built in May 2023</u>
☐	☒	☐	Is the property in a historic, holistic, 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:			
Line 276: Lifetime warranty on siding, fascia, exterior doors, and 3 windows. Two located in the garage and one in the kitchen.			

Any Additional Comments For Part II:			

287

SELLER'S ACKNOWLEDGEMENT

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

294

Seller is occupant: ☒ YES ☐ NO

295 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.

296

SELLER: Colleen Beckley 10/1/23 SELLER: [Signature] 10/1-23
 297 Date Date

298

BUYER'S ACKNOWLEDGEMENT AND AGREEMENT

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

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

305 3. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes
 306 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
 307 regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI) at
 308 <http://www.kansas.gov/kbi/> or by contacting the local sheriff's office.

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

314

BUYER: _____ BUYER: _____
 315 Date 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



SELLER'S PROPERTY DISCLOSURE ACKNOWLEDGEMENT

Property Address: 300 SE 40th St. - El Dorado, KS 67042 (the "Real Estate")

Seller acknowledges that, to the best of Seller's knowledge, the information contained in the previously completed Seller's Property Disclosure provided to McCurdy Real Estate & Auction, LLC remains true and accurate or has been updated to reflect any changes.

Authentisign <i>James J. Beckley</i>	11/28/2023
Seller	Date

Authentisign <i>Coleen Beckley</i>	11/28/2023
Seller	Date



WATER WELL INSPECTION REQUIREMENTS

Property Address: 300 SE 40th St. - El Dorado, KS 67042

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 ☒ NO ☐

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

Location of Well: West of house

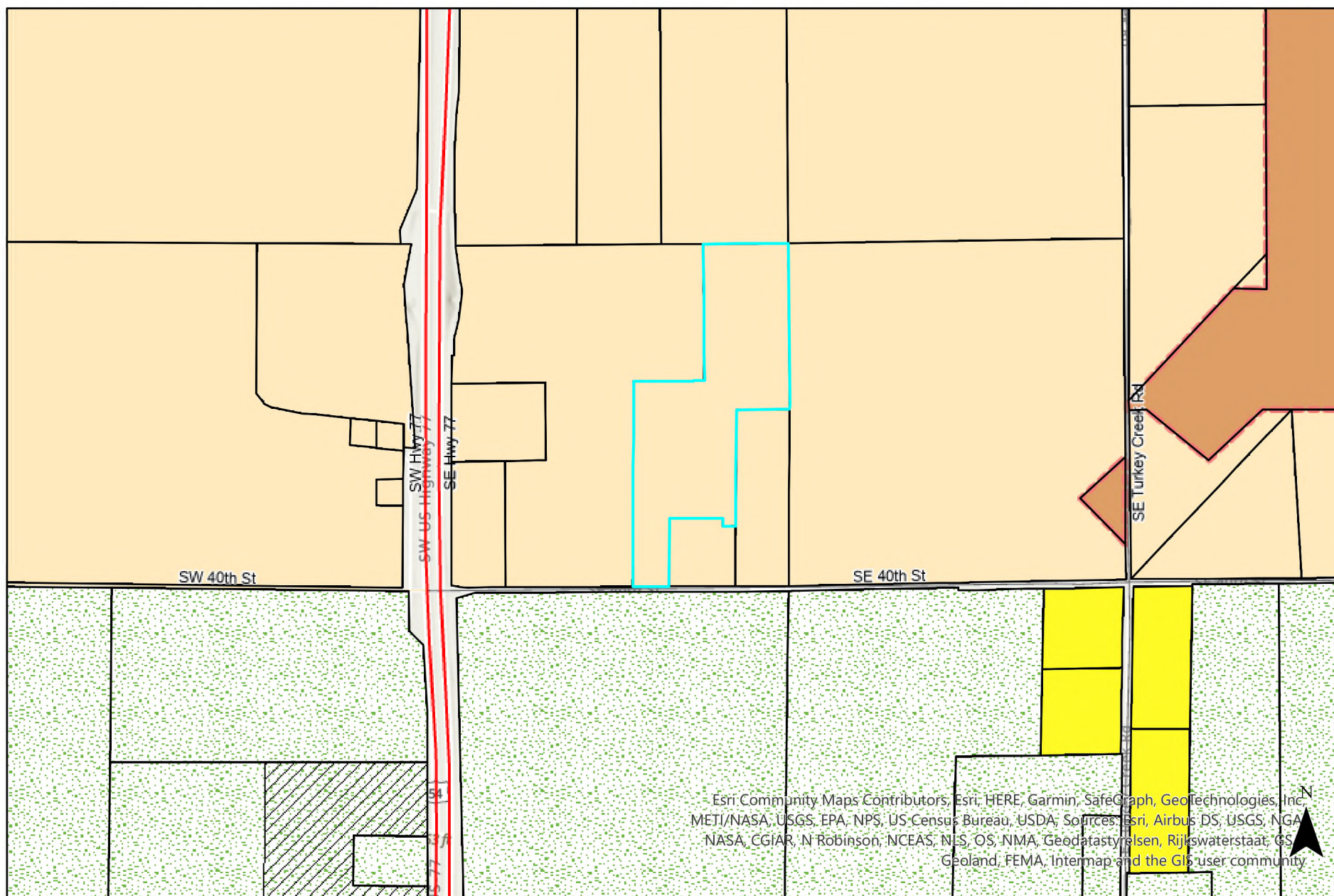
DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES ☒ NO ☐

If yes, what type? Septic ☐ Lagoon ☒

Location of Lagoon/Septic Access: East of house

	Authentisign <i>James J. Beckley</i>	11/28/2023
Owner/Seller		Date
	Authentisign <i>Coleen Beckley</i>	11/28/2023
Owner/Seller		Date
Buyer		Date
Buyer		Date

300 SE 40th St., El Dorado, KS 67042 - Zoning Urban Jurisdiction



Parcels_Data_BldgLL_Condos

RoadCenterline

ROAD_TYPE

CITY

COUNTY ASPHALT

COUNTY GRAVEL

KANSAS TURNPIKE

PAPER

PRIVATE

STATE HWY

TOWNSHIP

US HWY

<all other values>

Municipal Boundaries

Rural Zoning Districts

Updates in Progress

AG-40 Agricultural District - 40

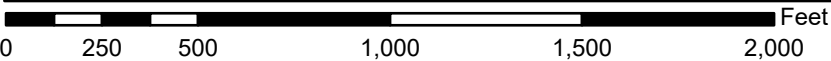
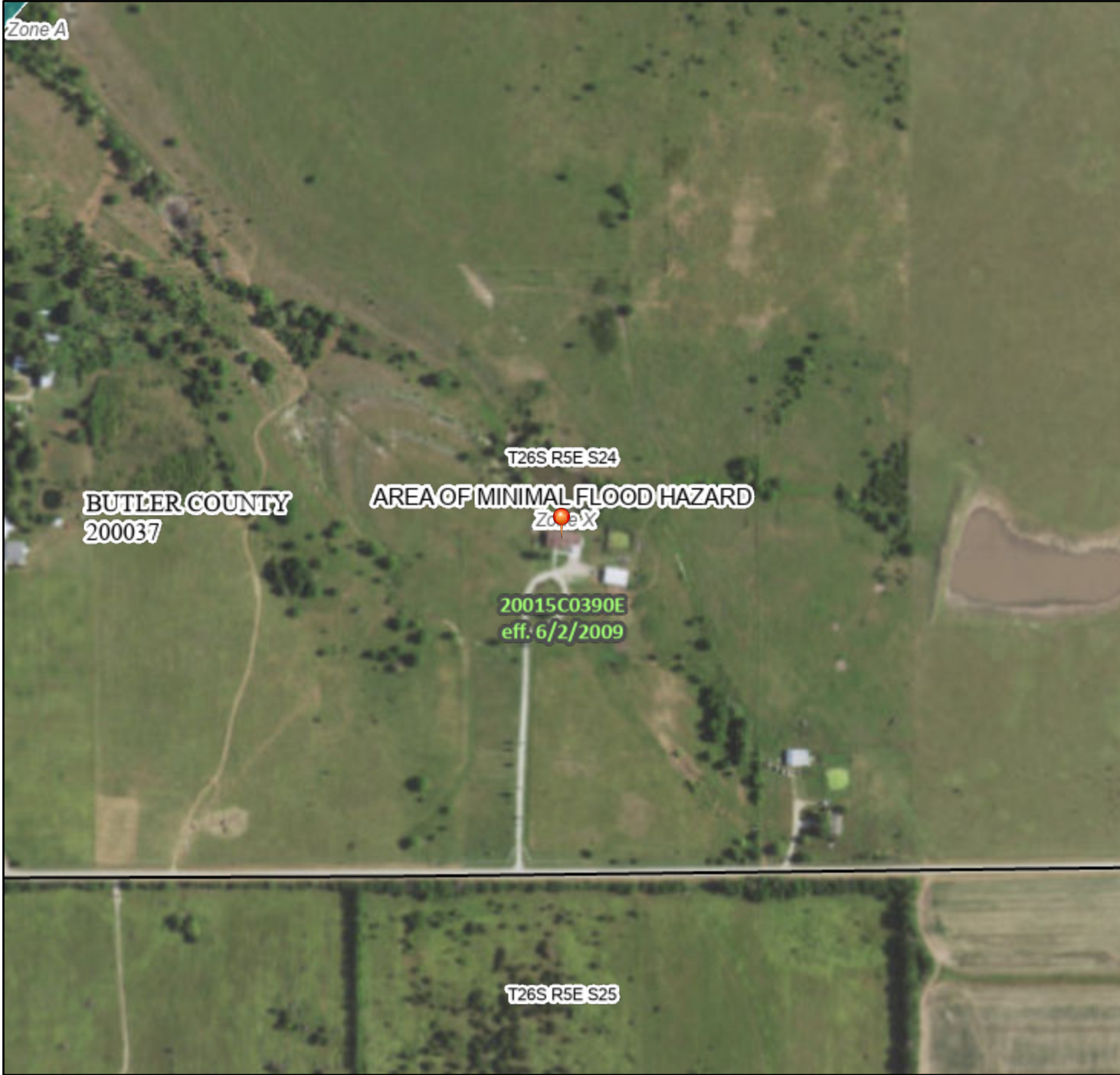
AG-80 Agricultural District - 80

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

National Flood Hazard Layer FIRMMette



96°50'34"W 37°46'22"N



1:6,000

96°49'57"W 37°45'54"N

Basemap Imagery Source: USGS National Map 2023

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		Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



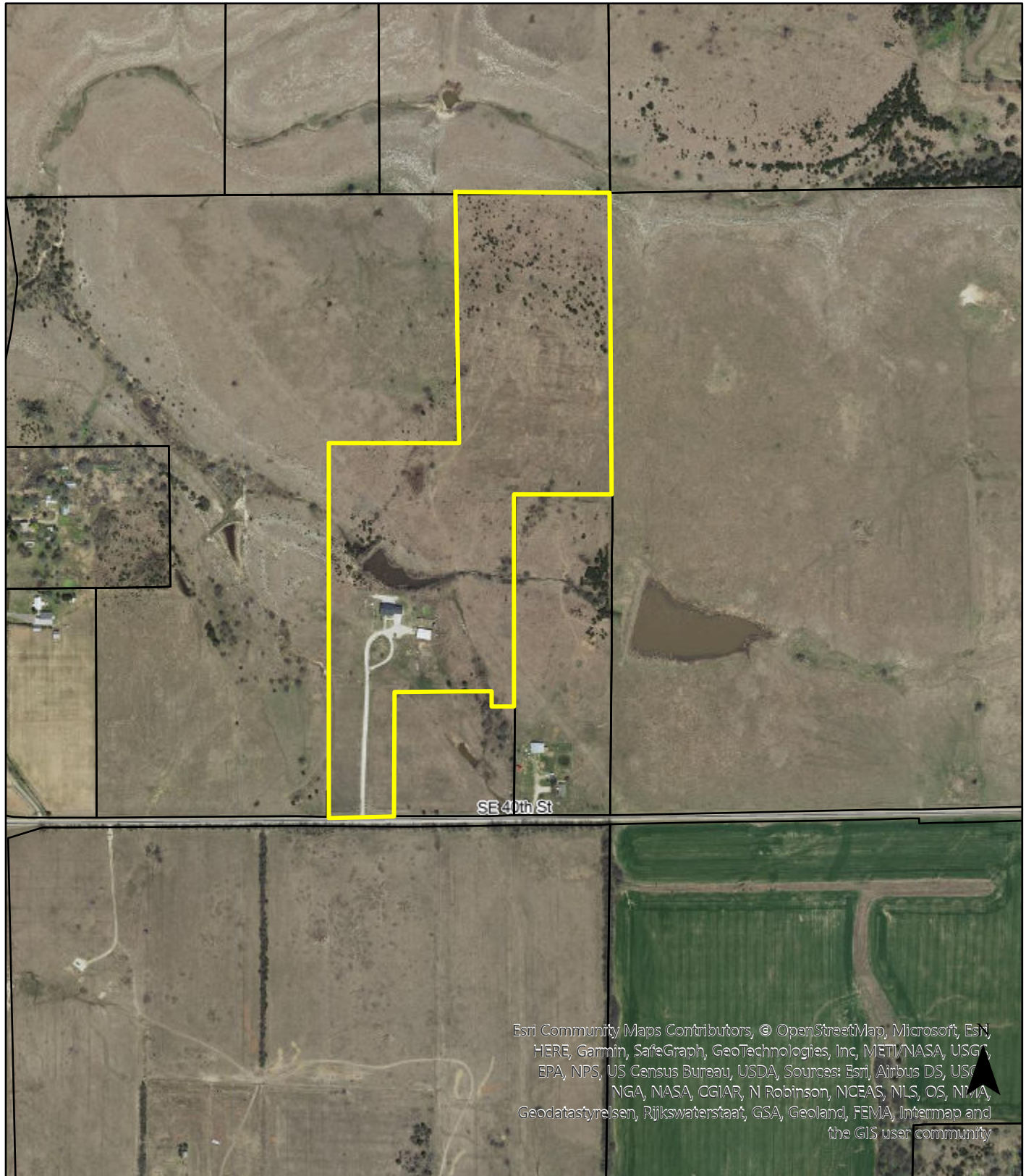
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

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 **11/27/2023 at 4:33 PM** 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.

300 SE 40th St., El Dorado, KS 67042 - Aerial



Parcel Data	COUNTY GRAVEL	<all other values>
BLDG LL	KANSAS TURNPIKE	Condo_Boundaries
RoadCenterline	PAPER	Municipal Boundaries
ROAD_TYPE	PRIVATE	CountyBoundary
CITY	STATE HWY	
COUNTY ASPHALT	TOWNSHIP	
	US HWY	

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.

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)*

