

PROPERTY INFORMATION PACKET | THE DETAILS



3406 21st Rd. | Udall, KS 67146

AUCTION: BIDDING OPENS: Tues, June 25th @ 2:00 PM
BIDDING CLOSING: Thurs, July 27th @ 2:40 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 minimum) added to the final bid.

ALL FIELDS CUSTOMIZABLE



MLS # 640383
Status Active
Contingency Reason
Area SCKMLS
Address 3406 21st Rd.
City Udall
Zip 67146
Asking Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms 4
Total Bedrooms 4.00
AG Full Baths 2
AG Half Baths 1
Total Baths 3
Garage Size 2
Basement None
Levels One Story
Approximate Age 21 - 35 Years
Acreage 10.01 or More

Approx. AGLA 2306
AGLA Source Court House
Approx. BFA 0.00
BFA Source Court House
Approx. TFLA 2,306
Lot Size/SqFt 836352
Number of Acres 19.20

GENERAL

List Agent - Agent Name and Phone Andrew Jones - CELL: 316-323-2790
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 1997
Parcel ID 018-065-16-0-00-00-003.00-0
School District Udall School District (USD 463)
Elementary School Udall
Middle School Udall
High School Udall
Subdivision NONE LISTED ON TAX RECORD
Legal
List Date 5/21/2024
Display Address Yes
Sub-Agent Comm 0%
Buyer-Broker Comm 3%
Transact Broker Comm 3%
Variable Comm Non-Variable
Days On Market 23
Input Date 6/12/2024 11:36 AM
Update Date 6/13/2024
Status Date 6/12/2024
Price Date 6/12/2024

Master Bedroom Level Main
Master Bedroom Dimensions 14 x 16.5
Master Bedroom Flooring Other
Living Room Level Main
Living Room Dimensions 18.3 x 23
Living Room Flooring Carpet
Kitchen Level Main
Kitchen Dimensions 23.11 x 14.8
Kitchen Flooring Tile
Room 4 Type Bedroom
Room 4 Level Main
Room 4 Dimensions 11.5 x 15.6
Room 4 Flooring Other
Room 5 Type Bedroom
Room 5 Level Main
Room 5 Dimensions 11 x 11.9
Room 5 Flooring Other
Room 6 Type Bedroom
Room 6 Level Main
Room 6 Dimensions 11.9 x 13
Room 6 Flooring Other
Room 7 Type Dining Room
Room 7 Level Main
Room 7 Dimensions 11.10 x 17.1
Room 7 Flooring Tile
Room 8 Type Laundry
Room 8 Level Main
Room 8 Dimensions 5.6 x 11
Room 8 Flooring Tile
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 (Udall) 2nd Rd. (E. 119th St. S.) & 11th Rd (SW Butler Rd) - South to 22nd Rd., East to 21st Rd (N. Williams St.), South to Home.

FEATURES

ARCHITECTURE Ranch	FLOOD INSURANCE Unknown	KITCHEN FEATURES Range Hood Electric Hookup Granite Counters	POSSESSION At Closing
EXTERIOR CONSTRUCTION Vinyl/Metal Siding	UTILITIES Lagoon Propane Gas Private Water	APPLIANCES Dishwasher Refrigerator Range/Oven	PROPOSED FINANCING Other/See Remarks
ROOF Composition	BASEMENT / FOUNDATION None	MASTER BEDROOM Master Bdrm on Main Level Sep. Tub/Shower/Mstr Bdrm	WARRANTY No Warranty Provided
LOT DESCRIPTION Pond/Lake Standard	BASEMENT FINISH None	LAUNDRY Main Floor Separate Room 220-Electric	OWNERSHIP Individual
FRONTAGE Unpaved Frontage	COOLING Central Electric	INTERIOR AMENITIES Ceiling Fan(s) Closet-Walk-In Fireplace Doors/Screens Window Coverings-All Wood Laminate	PROPERTY CONDITION REPORT Yes
EXTERIOR AMENITIES Ag Outbuilding(s) Patio Fence-Chain Fence-Other/See Remarks Horses Allowed Security Light Storage Building(s) Storm Windows/Ins Glass	HEATING Forced Air Propane-Owned		DOCUMENTS ON FILE Sellers Prop. Disclosure
GARAGE Attached	DINING AREA Eating Space in Kitchen Formal		SHOWING INSTRUCTIONS Appt Req-Call Showing #
	FIREPLACE One Living Room Blower		LOCKBOX Combination
			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	\$4,420.00	Home Warranty Purchased	Unknown
General Tax Year	2023	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, June 25th, 2024 at 2 PM (cst) | BIDDING CLOSING: Thursday, July 11th, 2024 at 2:40 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!!! If you are looking for a home with land outside of town yet close enough to amenities, then this property is for you! This beautiful property offers the perfect balance of tranquility and convenience. Nestled in a serene rural setting, you'll enjoy the peace and privacy of country living while still being within easy reach of shops, restaurants, schools, and other essential services. EXTERIOR: Approximately 30 minutes from Wichita & 15 minutes from Rose Hill & Mulvane 19.2 +/- Acre Lot 32 x 30 Metal Barn 3 Storage Sheds Owned Propane Tank, Lagoon & Drinking Well Pond Fencing HOME: 2,306 +/- Square Feet Attached 2-Car Garage Living Room w/ Fireplace & Double Ceiling Fans Large Formal Dining Room w/ Bay Window Kitchen Stainless Steel Refrigerator, Oven & Dishwasher Granite Countertops & Tile Backslash Eating Space w/ Backyard Access Separate Laundry Room & Half Bathroom Primary Bedroom w/ Sleek Luxury Vinyl Flooring, Private Backyard Access & En-Suite w/ Double Sinks, Separate Shower & Tub Three Additional Bedrooms also w/ Luxury Vinyl Flooring Second Full Bathroom with Tub/Shower Combination With ample land, there's plenty of space for gardening, outdoor activities, or even expanding your home. Don't miss this opportunity to experience the best of both worlds! *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	Reserve	Method of Auction	Online Only
Auction Location	www.mccurdy.com	Auction Offering	Real Estate Only
Auction Date	6/25/2024	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 %/\$	15,000.00	1 - Open for Preview	
1 - Open/Preview Date		1 - Open Start Time	

AUCTION

1 - Open End Time

TERMS OF SALE

Terms of Sale

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES

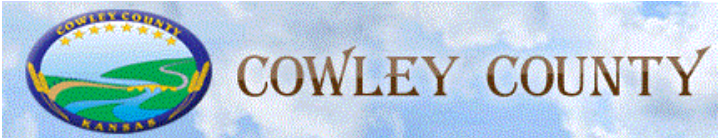




DISCLAIMER

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Real Estate Information



This database was last updated on 4/29/2024 at 5:31 AM

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Parcel Details for 018-065-16-0-00-00-003.00-0

[View GIS Map](#) | [View Tax Detail](#)

Page 1 of 1



Owner Information		Property Address	
Owner's Name:	WELLS,MARK S	Address:	3406 21st Rd Udall, KS 67146
Mailing	3406 21st Rd Udall, KS 67146		

General Property Information		Deed Information	
Property Class:	Residential - R	Document Document Link	
Living Units:	1	"	
Zoning:			
Neighborhood:	602 Rural tracts Udall School District		
Taxing Unit:	054		

Neighborhood / Tract Information			
Neighborhood:	602 Rural tracts Udall School District		
Tract:	Section: 16 Township: 30 Range: 03		
Tract Description:	S16 , T30 , R03 , ACRES 19.2 , PT NW1/4 BEG S1990.02 FROM NW COR,E1275.14,S662.29,W1277.69, N663.33 TO POB LESS ROW		
Acres:	19.20		
Market Acres:	19.20		

Land Based Classification System			
Function:	Single family residence (detached)		05/21/2024
Activity:	Household activities		
Ownership:	Private-fee simple		05/14/2024
Site:	Developed site - with buildings		

Property Factors			
Topography:	Level - 1; Rolling - 4	Parking Type:	Off Street - 1
Utilities:	None - 8	Parking Quantity:	Adequate - 2
Access:	Semi Improved Road - 2	Parking Proximity:	On Site - 3
Fronting:	Secondary Street - 3	Parking Covered:	
Location:	Neighborhood or Spot - 6	Parking Uncovered:	

Appraised Values				
Tax Year	Property Class	Land	Building	Total
2024	Residential - R	72,750	223,090	295,840

Market Land Information					
Type	Method	Area or Acres	Eff. Frontage	Eff. Depth	Est. Value

Regular Lot - 1	Acre	19.20	72,750
Influence #1:	Influence #2:	Influence Override:	
Factor:	Factor:	Depth Factor:	

Residential Information

Building #: 1

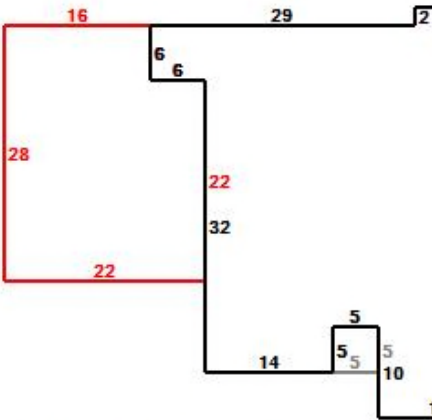
Dwelling Information

Residence Type:
Residential/Agricultural - 1
Quality: AV
Year Built: 1997
Effective Year:
MS Style: 1
LBCS Structure: Detached SFR unit
of Units:
Total Living Area:
Calculated Area: 2,306
Main Floor LA: 2,306
Upper Floor LA %:
CDU: AV
Phys / Func / Econ: AV / N/A / N/A
Ovr % Good / RCN: /
Remodel:
% Complete:
Assessment Class:

Component Sales Information

Architectural Style: Ranch
Basement Type: Crawl - 2
Total Rooms: 7
Bedrooms: 3
Family Rooms: 1
Full Baths: 2
Half Baths: 1
Garage Capacity:
Foundation: Concrete - 2

[View Sketch Vector](#)



Black = Original
Gray = Raised Slab Porch (S)
Red = Attached Garage (S)

MU Class #1 / %: / MU Class #2 / %: / MU Class #3 / %: /

Residential Components

Code / Description	Units	Percentage	Quality	Year
Frame, Siding, Vinyl		100		
Composition Shingle		100		
Raised Subfloor	2,306			
Warmed & Cooled Air		100		
Plumbing Fixtures	12			
Plumbing Rough-ins	1			
Single 1-Story Fireplace	1			
Automatic Floor Cover Allowance				
Open Slab Porch	585			
Wood Deck	68			
Wood Deck	32			
Raised Slab Porch with Roof	25			
Attached Garage	580			

Authentisign
Mark Wells 05/21/2024
Authentisign
Cynthia Wells 05/14/2024

Building #: 1

Dwelling Information

Residence Type:
Quality: LO
Year Built: 1998
Effective Year:
MS Style: singlewide
LBCS Structure:
Manufactured home - single wide
of Units:
Total Living Area: 1,216
Calculated Area: 1,216
Main Floor LA: 1,216
Upper Floor LA %:
CDU: FR-
Phys / Func / Econ: AV / N/A / N/A
Ovr % Good / RCN: /
Remodel:
% Complete:
Assessment Class:

Component Sales Information

Architectural Style:
Basement Type:
Total Rooms:
Bedrooms:
Family Rooms:
Full Baths:
Half Baths:
Garage Capacity:
Foundation:

: Sketch Vector Not Available

MU Class #1 / %: /		MU Class #2 / %: /		MU Class #3 / %: /	
Residential Components					
Code / Description		Units	Percentage	Quality	Year
Vinyl Lap			100		
Composition Shingle			100		
Automatic Floor Cover Allowance					
Plumbing Rough-ins		1			
Plumbing Fixtures		6			
Warmed & Cooled Air			100		
Prefabricated Fireplace		1			
Wood Deck		36			
Skirting, Metal or Vinyl, Vertical		368			

Commercial Information [Information Not Available]
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Other Building Improvement Information
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Occup	MS Class	Rank	Quantity	Year Effective		Dimensions				Phys		Ovr %	Ovr Reason	% RCNGood	Value
				Built	Year	LBCS	Area	Perim	Hgt	(L x W)	Stories	Cond	Func	Econ	
Prefabricated Storage Shed	D	AV	1	1999			96	40	6	12 x 8	1	UN	NO		2646 0 0
Components															
Code	Code Description						Units	Percentage %		Area	Other	Rank	Year		
Prefabricated Storage Shed	D	AV	1	1999			64	32	6	8 x 8	1	UN	NO		1962 0 0
Components															
Code	Code Description						Units	Percentage %		Area	Other	Rank	Year		
Prefabricated Storage Shed	D	AV	1	1999			54	30	6	9 x 6	1	UN	NO		1782 0 0
Components															
Code	Code Description						Units	Percentage %		Area	Other	Rank	Year		
Prefabricated Storage Shed	D	AV	1	1999			80	36	6	10 x 8	1	UN	NO		2315 0 0
Components															
Code	Code Description						Units	Percentage %		Area	Other	Rank	Year		
Farm Sun Shade Shelter	S	GD	1	2006			960		9	32 x 30	1	FR	AV		5693 23 1310
Components															
Code	Code Description						Units	Percentage %		Area	Other	Rank	Year		
Loafing Shed	D	FR	1	2010			104	29	7	13 x 8	1	UN	NO		1344 0 0
Components															
Code	Code Description						Units	Percentage %		Area	Other	Rank	Year		
2								100							

Agricultural Information [Information Not Available]
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Authentisign

Mark Wells

05/21/2024

Authentisign

Cynthia Wells

05/14/2024

Seller's Property Disclosure

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 3406 21st Rd - Uda11, KS 67146

Seller:

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						TRANSFERS TO BUYER				
None	Does Not	Transfer	Working	Not Working	Don't Know	Smart Device	Indicate the condition of the following items by marking the appropriate boxes.					
☐	☐	☒	☐	☐	☐	☐	☐	☐	☒	☐	☐	Smoke/Fire Detectors ✓
☐	☐	☒	☐	☐	☐	☐	☐	☒	☐	☐	☐	Light Fixtures
☐	☐	☒	☐	☐	☐	☐	☐	☒	☐	☐	☐	Switches/Outlets
☐	☐	☒	☐	☐	☐	☐	☐	☒	☐	☐	☐	Ceiling Fan(s)
☐	☐	☒	☐	☐	☐	☐	☐	☒	☐	☐	☐	Bathroom Vent Fan(s) - 1 out
☐	☒	☐	☐	☐	☐	☐	☐	☒	☐	☐	☐	Telephone Wiring/Blocks/Jacks
☐	☐	☒	☐	☐	☐	☐	☐	☒	☐	☐	☐	Door Bell
☐	☐	☒	☐	☐	☐	☐	☐	☒	☐	☐	☐	Intercom
☐	☐	☒	☐	☐	☐	☐	☐	☒	☐	☐	☐	Garage Door Opener
						# of Remotes: _____ Keypad Entry: (Circle One) YES NO						
☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	Aluminum Wiring
☐	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	Copper Wiring
☒	☐	☐	☐	☐	☐	☐	☐	☒	☐	☐	☐	220 Volt
☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	Service Panel Total Amps
☐	☐	☐	☐	☐	☐	☐	☒	☐	☐	☐	☐	Solar Equipment - (Circle One) Own Rent/Lease Company
☐	☐	☐	☐	☐	☐	☐	☒	☐	☐	☐	☐	Wind - (Circle One) Own Rent/Lease
☐	☐	☐	☐	☐	☐	☐	☒	☐	☐	☐	☐	Hydroelectric - (Circle One) Own Rent/Lease
☐	☐	☐	☐	☐	☐	☐	☒	☐	☐	☐	☐	Security System - (Circle One) Own Rent/Lease Company
☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	Audio/Video Surveillance System

Comments:

27 WATER/SEWAGE SYSTEMS (See Part II Also)						HEATING & COOLING SYSTEMS					
28 TRANSFERS TO BUYER					Indicate the condition of the following items by marking the appropriate boxes.	TRANSFERS TO BUYER					Indicate the condition of the following items by marking the appropriate boxes.
None Does Not Transfer	Working	Not Working	Don't Know	Smart Device		None Does Not Transfer	Working	Not Working	Don't Know	Smart Device	
☒	☒	☐	☐	☐	Sewage Systems	☐	☒	☐	☐	☐	Cooling System
☒	☐	☐	☐	☐	Sump Pump	☐	☒	☐	☐	☐	Type
☒	☐	☐	☐	☐	Backup Sump Pump/Battery	☐	☒	☐	☐	☐	Age
☐	☐	☒	☐	☐	Plumbing	☐	☒	☐	☐	☐	Heating System
☐	☐	☐	☐	☐	Type	☐	☒	☐	☐	☐	Type
☐	☒	☐	☐	☐	Water Heater (Circle One) Elect <u>Gas</u>	☐	☒	☐	☐	☐	Age
☒	☐	☐	☐	☐	Size & Age	☒	☐	☐	☐	☐	Window/Wall Air Conditioning Units
☒	☐	☐	☐	☐	Instant Hot Water	☒	☐	☐	☐	☐	Electronic Air Filter
☒	☐	☐	☐	☐	Water Softener	☒	☐	☐	☐	☐	Humidifier
☐	☐	☐	☐	☐	(Circle One) Own Rent/Lease	☒	☐	☐	☐	☐	Fireplace
☐	☐	☐	☐	☐	Company	☐	☒	☐	☒	☐	Fireplace Insert
☐	☐	☒	☐	☐	Water Purifier/Reverse Osmosis	☒	☐	☐	☐	☐	Wood burning Stove
☒	☐	☐	☐	☐	Underground Sprinkler System	☐	☐	☐	☐	☐	Chimney/Flue - Date Last Cleaned
☐	☐	☐	☐	☐	Backflow Device (Circle One) YES <u>NO</u>	☒	☐	☐	☐	☐	Gas Log Lighter
☐	☐	☐	☐	☐	Date Last Tested or Inspected	☒	☐	☐	☐	☐	Whole House Attic Fan
☒	☐	☐	☐	☐	Pool Equipment	☒	☐	☐	☐	☐	Solar Equipment - (Circle One) Own Rent/Lease
☒	☐	☐	☐	☐	Hot Tub/Spa	☐	☐	☐	☐	☐	Company
Comments:						☒	☐	☐	☐	☐	Geothermal
Kitchen sink has small leak						☐	☒	☐	☐	☐	Propane Tank - (Circle One) <u>Own</u> Rent/Lease
						☐	☐	☐	☐	☐	Company
Comments:						Has pellet stove in fireplace					
MEDIA						SMART DEVICES					
TRANSFERS TO BUYER					Indicate the condition of the following items by marking the appropriate boxes.	Any additional smart technology devices not covered in this form to transfer with the property, and any additional comments. Please list below:					
None Does Not Transfer	Working	Not Working	Don't Know	Smart Device		Any Additional Comments For Part I.					
☒	☐	☐	☐	☐	Satellite Dish						
☒	☐	☐	☐	☐	# of Rcvrs/Remotes						
☒	☐	☐	☐	☐	Attached Antennas						
☐	☐	☒	☐	☐	Cable TV Wiring/Jacks						
☒	☐	☐	☐	☐	Attached Television Mount(s)						
☒	☐	☐	☐	☐	Projector(s)						
☒	☐	☐	☐	☐	Projector Screen(s)						
☒	☐	☐	☐	☐	Surround Sound Speakers						
☒	☐	☐	☐	☐	Wired for Surround Sound						
Comments:											

PART II

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

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

YES	NO	DON'T KNOW	SECTION 1 STRUCTURAL FOUNDATION/WALLS
☐	☐	☒	Are any exterior walls covered with Exterior Insulation & Finish System (synthetic stucco)? If YES, are you aware of any adverse conditions? _____
			Indicate all that apply: ☐ Basement ☒ Crawl Space ☐ Slab
☐	☒	☐	Are there any structural engineer's report(s) available? If YES, Date of Report: _____ Copy Attached? (Mark One): ☐ YES ☐ NO
<i>To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)</i>			
☐	☒	☐	Movement, shifting, deterioration or other problems with walls or foundation?
☐	☒	☐	Cracks or flaws in the walls, floors or foundation?
☐	☒	☐	Problems with driveways, walkways, patios, retaining walls, party walls?
☐	☒	☐	Problems with operation of windows or doors, or broken seals?
☐	☐	☒	Any corrective actions to items in this section? (Example - Piering, bracing, etc.)
☐	☒	☐	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☒	☐	☐	Is there insulation in the walls?
☐	☒	☒	Is there insulation in the floors?
Additional Comments:			

YES	NO	DON'T KNOW	SECTION 2 ROOF/INSULATION
☒	☒	☐	Age: _____ Type: _____
☒	☐	☐	To your knowledge, are there any ☐ PAST ☐ PRESENT roof leaks? (Mark One) If any, identify details below.
☒	☐	☐	During your ownership, has the roof ever been ☒ REPLACED? ☐ REPAIRED? (Mark One) If YES, Date: <u>2010</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:			

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

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

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Rev 12/23

SELLER'S INITIALS:

ALSW

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BUYER'S INITIALS:

#1004

SECTION 4

WATER/SEWAGE SYSTEMS

YES NO DON'T KNOW

- ☐ ☒ ☐ 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: Front Yard Depth: 100 ???
- ☐ ☐ ☐ 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: Front left
- ☐ ☒ ☐ 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:

SECTION 5

WATER INTRUSION/LEAKS

YES NO DON'T KNOW

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:

small leak under kitchen sink (cold water)

SECTION 6

PEST, WOOD INFESTATION & DRY ROT

YES NO DON'T KNOW

- ☐ ☒ ☐ 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:

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

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

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YES	NO	DON'T KNOW
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SECTION 7

ENVIRONMENTAL CONDITIONS

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YES	NO	DON'T KNOW
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SECTION 8

BOUNDARIES/LAND

YES	NO	DON'T KNOW
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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? North & EastAre there any features of the property shared in common with adjoining landowners, such as, walls, fences, roads, driveways? (If YES, explain below.) South Side Fence

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☐ FILL DIRT☐ SLIDING☐ SETTLING☐ EARTH MOVEMENT☐ UPHEAVAL☐ EARTH STABILITY PROBLEMS

Comments:

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SELLER'S INITIALS:

NFSW

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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: <u>Roof in 2010</u>
☐	☒	☐	Is there any unrepaired damage due to hail, storm, wind, fire or flood?
☐	☒	☐	Are there any stains, tears, burns, holes, etc., in the property that are not readily visible?
☒	☐	☐	Does a pet(s) reside or has a pet(s) ever resided in or on the property?
☐	☒	☐	Is there any damage due to pets, interior/exterior, including, but not limited to, odors, stains, etc.?
☒	☐	☐	Do all window and door treatments remain? If NO, please list: _____
☐	☒	☐	Does any other personal property remain? If YES, please list: _____
☐	☒	☐	Does the property contain any of the following? (Mark all that apply.)
☐	☐	☐	☐ Swimming Pool ☐ Spa ☐ Hot Tub ☐ Sauna ☐ Water Feature
☐	☐	☐	If YES, are either of the following heated? ☐ Swimming Pool ☐ Spa If yes, type of heat? _____
☐	☐	☐	Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature?
			Explain: _____
☐	☒	☐	Is the property in a historic, 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:			

Any Additional Comments For Part II:

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: Mark S Wells 6/11/2024 SELLER: _____
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



WATER WELL INSPECTION REQUIREMENTS

Property Address: 3406 21st Rd - Udall, KS 67146

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: Front Yard

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

If yes, what type? Septic _____ Lagoon ☒

Location of Lagoon/Septic Access: Side Yard

Authentisign
Mark Wells 05/21/2024

Owner/Seller _____ Date

Authentisign
Cynthia Wells 05/14/2024

Owner/Seller _____ Date

Buyer _____ Date

Buyer _____ Date

320 E. 9th Suite B
Winfield, KS 67156
Phone: (620) 221-1430
Fax: (620) 221-0389



City-Cowley County
Health Department

115 E. Radio Lane
Arkansas City, KS 67005
Phone: (620) 442-3260
Fax: (620) 442-1759

June 10, 2024

[REDACTED]
3406 21st Road
Udall, KS 67146

RE: Wastewater/Well Inspection RI-24-24

Dear [REDACTED]

Please be advised that the septic system installed at the above referenced address, has been inspected as required by Cowley County in connection to an expected real estate transfer (auction sale). As of the date of this letter, no deficiencies were found with the wastewater system as installed on site. We have noted that any future use of the wastewater piping that connected the manufactured home to the wastewater system is not allowed without proper future permitting from this office.

The well water test results are detailed on a sperate page in this report, the nitrate level in the water was 4.7 mg/L on the date of sample collection and testing which is within acceptable limits. Coliform was ABSENT and E.coli was ABSENT.

Rural water wells used for potable water and consumption should be tested annually and should also undergo well chlorination routinely to insure a continued safe water supply. Seasonal conditions such as drought and wet periods effect water tables and can cause a change in the water chemistry and the presence of bacterium. A copy of KSU Extension publication MF-911(rev) is included with this report for property owner consideration and action. Contact the Health Department if more information is needed.

A copy of this report is being transmitted to the selling brokerage for the benefit of the future owner.

If there are any questions or concerns regarding the contents of these documents, please reach out to me at the Health Department.

Stay well,

City-Cowley County Health Department
320 E 9th Ave, Suite B
Winfield, KS 67156-6001
620-221-1430

320 E. 9th Suite B
Winfield, KS 67156
Phone: (620) 221-1430
Fax: (620) 221-0389



115 E. Radio Lane
Arkansas City, KS 67005
Phone: (620) 442-3260
Fax: (620) 442-1759

FIELD INSPECTION OF PRIVATE WATER SUPPLY AND/OR WASTEWATER SYSTEM

Inspector	T Langer / A Payne	Date	9:00 AM 6/7/24	Acreage	19.2	INSP #	RI-24-24
Address	3406 21 st Road Udall, KS 67146						
Legal Description	S16 , T30 , R03 , ACRES 19.2 , PT NW1/4 BEG S1990.02 FROM NW COR,E1275.14,S662.29,W1277.69, N663.33 TO POB LESS ROW						
Seller				Phone			
				Email			
Buyer				Phone			
				Email			
Agent(s)	McCurdy Real Estate & Auction			Phone	316-867-3600		
				Email	Pre-auction@mccurdy.com		
Lender				Phone			
				Email			

Section I. **WATER SUPPLY SYSTEM** - Location: *Front of residence due west of residence well.*

Deficiencies Observed

- () Well head terminates in a pit
- () Well not adequately sealed
- () Well located within 50 feet of wastewater system surface water, or animal confinement

Comments/Findings:

Section II. **WASTEWATER SYSTEM** - Location: *Wastewater Retention Pond N of Driveway Front of residence*

Deficiencies Observed -

- () Lateral Field or lagoon located within 50 feet of surface water or well water.
- () Cesspool**
- () Wastewater discharges upon ground/watercourse**
- () Laundry drain discharges upon ground/watercourse**
- () Lagoon area not adequately fenced**
- () Damage to wastewater system components

Comments / Findings:

- ✓ *Property owner is responsible for proper maintenance of private wastewater system including periodic septic tank pumping and inspection and ongoing monitoring of the soil absorption (lateral) field. Any*

320 E. 9th Suite B
Winfield, KS 67156
Phone: (620) 221-1430
Fax: (620) 221-0389



City-Cowley County
Health Department
Prevent ~ Promote ~ Protect
115 E. Radio Lane
Arkansas City, KS
67005
320 East 9th Suite B
Winfield, KS
67156

115 E. Radio Lane
Arkansas City, KS 67005
Phone: (620) 442-3260
Fax: (620) 442-1759

City-Cowley County Health Department
Drinking Water Screening Lab
Well Water Analysis

Sample #:	<u>RI-24-24</u>	Purpose:	<u>Wellness Test</u>
Sample Source:	<u>Exterior Spigot by Wellhead</u>	Legal Address:	<u>See Inspection Form</u>
Collected By:	<u>AP</u>	Total Fee:	<u>See Invoice</u>
Sampled For:	<u>[REDACTED]</u>	Due Date:	<u></u>
Sample Address:	<u>[REDACTED]</u>		
Comments / Recommendations: <u></u>			

ANALYSIS	Results	Date/Time Sampled	Date Analyzed	Date Reported	Analyst
Nitrate-Nitrogen - SM 8039	4.7 mg/L	6/7/24 0900	6/7/24 1000	6/10/2024	TL
Coliform Bacteria Presence/Absence - SM 9223B	Absent	6/7/24 0900	6/8/24 1100	6/10/2024	TL
E. Coli Bacteria Presence/Absence - SM 9223B	Absent	6/7/24 0900	6/8/24 1100	6/10/2024	TL

*mg/L = milligrams per liter

GENERAL WATER REPORT GUIDELINES
DRINKING WATER

Nitrate-Nitrogen Levels between 0-10 mg/L are acceptable

Coliform Bacteria & E.Coli bacteria If bacteria is detected in the water, the well should be treated immediately.

This water sample was screened using the “Colilert” system developed by IDEXX Laboratories. The Colilert system detects only the presence / absence of coliform and E. coli bacteria, not the actual number of bacteria colonies. The presence of coliform organisms in water indicates possible contamination by soil or human or animal contact. A positive result for E. coli indicates the presence of a proven disease-causing organism that is generally spread through fecal contamination. Naturally occurring nitrate concentrations in groundwater seldom exceed 10 mg/l (ppm). Higher nitrate levels may indicate nitrate contamination sources in the immediate area. The City-Cowley County Health Department is not a Kansas Department of Health and Environment Certified Laboratory. The results listed above are for water screening purposes only. Further testing should be completed if a problem has been indicated.



AVERAGE MONTHLY UTILITIES

MISCELLANEOUS INFORMATION

Property Address: **3406 21st Rd - Udal1, KS 67146** (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:	Sumner-Cowley Electric Co- ☐	
Water & Sewer:	None	
Gas Propane:	Propane	1200

If propane, is tank owned or leased? Owned Leased

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

Appliances that Transfer:

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

Washer? ☒ Yes ☐ No
 Dryer? ☒ Yes ☐ No
 Other? None

Homeowners Association: Yes ☒

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.)? None

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.



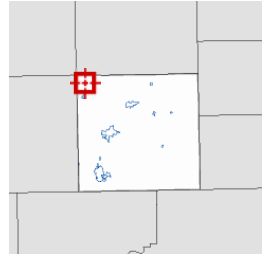
Beacon™

Cowley County, KS

No Zoning - Outside of Udall in Cowley County



Overview



Legend

- Parcels
- Corporate Limits

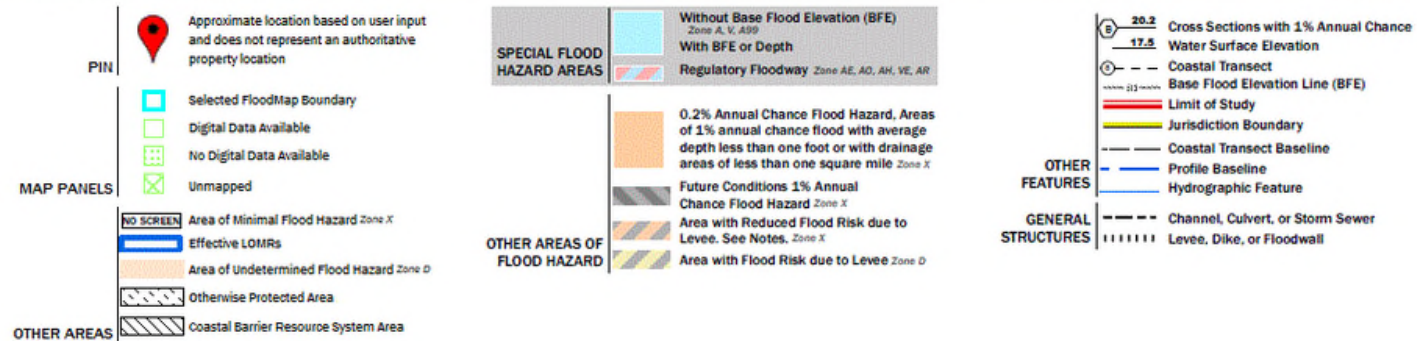
Parcel ID	065160000003000	Alternate ID	R1211	Owner Address	WELLS,MARK S
Sec/Twp/Rng	16-30-03	Class	Residential		3406 21ST ROAD
Property Address	3406 21ST RD	Acreage	19.2		UDALL, KS 67146
	Udall				
District	054				
Brief Tax Description	S16, T30, R03, ACRES 19.2, PT NW1/4 BEG S1990.02 FROM NW COR, E1275.14, S662.29, W1277.69, N663.33 TO POB LESS ROW				
	(Note: Not to be used on legal documents)				

Date created: 4/29/2024

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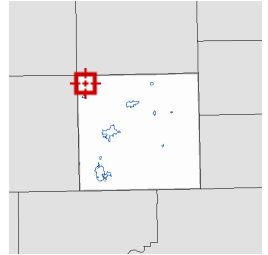
Developed by Schneider
GEOSPATIAL

3406 21st Rd, Udall, KS 67146 – No Flood Zone



**Beacon**TM

Cowley County, KS

**Overview****Legend**

- Parcels
- Corporate Limits

Parcel ID	0651600000003000	Alternate ID	R1211	Owner Address	WELLS,MARK S
Sec/Twp/Rng	16-30-03	Class	Residential		3406 21ST ROAD
Property Address	3406 21ST RD	Acreage	19.2		UDALL, KS 67146
	Udall				
District	054				
Brief Tax Description	S16 , T30 , R03 , ACRES 19.2 , PT NW1/4 BEG S1990.02 FROM NW COR,E1275.14,S662.29,W1277.69, N663.33 TO POB LESS ROW				
	(Note: Not to be used on legal documents)				

Date created: 4/29/2024

Last Data Uploaded: 4/29/2024 3:26:46 AM

Developed by **Schneider**
GEOSPATIAL

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*)

