

PROPERTY INFORMATION PACKET | THE DETAILS



750 SW 70th St. | St. John, KS 67576

AUCTION: BIDDING OPENS: Tues, August 20th @ 2:00 PM

BIDDING CLOSING: Thurs, August 29th @ 3:00 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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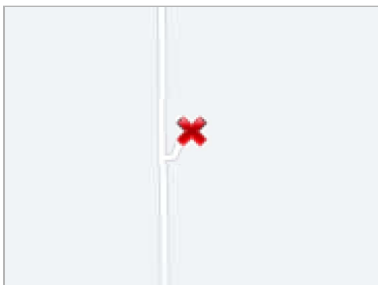
The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, 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



Aerial View

MLS # 642523
Class Land
Property Type Farm
County Stafford
Area SCKMLS
Address 750 SW 70th
Address 2
City St John
State KS
Zip 67576
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 2



GENERAL

List Agent - Agent Name and Phone	Isaac Klingman	List Date	7/19/2024
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Realtor.com Y/N	Yes
Co-List Agent - Agent Name and Phone		Display on Public Websites	Yes
Co-List Office - Office Name and Phone		Display Address	Yes
Showing Phone	888-874-0581	VOW: Allow AVM	Yes
Zoning Usage	Rural	VOW: Allow 3rd Party Comm	Yes
Parcel ID	214-20-0-00-00-002.00-0	Sub-Agent Comm	0%
Number of Acres	156.00	Buyer-Broker Comm	3%
Price Per Acre	0.00	Transact Broker Comm	3%
Lot Size/SqFt	6,817,576	Variable Comm	Non-Variable
School District	Skyline Schools (USD 438)	Virtual Tour Y/N	
Elementary School	Other	Days On Market	11
Middle School	Other	Cumulative DOM	11
High School	Other	Cumulative DOMLS	
Subdivision	NONE LISTED ON TAX RECORD	Input Date	7/30/2024 10:36 AM
Legal	UNPLATTED SUBDIVISION-RURAL, S20, T25, R14, ACRES 156.51, NW4 LESS RD R/W SECTION 20 TOWNSHIP 25 RAN	Update Date	7/30/2024
		Status Date	7/30/2024
		HotSheet Date	7/30/2024
		Price Date	7/30/2024

DIRECTIONS

Directions (St. John) 4th Ave. & Main St. - East on 4th, South on Hwy 281, West on Emerson Rd., South on SW 70th Ave.

FEATURES

SHAPE / LOCATION	UTILITIES AVAILABLE	DOCUMENTS ON FILE	LOCKBOX
Rectangular	Electricity	Other/See Remarks	Combination
TOPOGRAPHIC	Private Water	FLOOD INSURANCE	AGENT TYPE
Level	Septic Tank Installed	Unknown	Sellers Agent
Rolling	IMPROVEMENTS	SALE OPTIONS	OWNERSHIP
Stream/River	Farm House	Other/See Remarks	Individual
Treeline	Fencing	PROPOSED FINANCING	TYPE OF LISTING
Wooded	OUTBUILDINGS	Other/See Remarks	Excl Right w/o Reserve
PRESENT USAGE	Garage	POSSESSION	BUILDER OPTIONS
Recreational	Equipment Barn	At Closing	Open Builder
ROAD FRONTAGE	Hay Barn	SHOWING INSTRUCTIONS	
Dirt	MISCELLANEOUS FEATURES	Call Showing #	
Paved	Mineral Rights Included		
County			

FINANCIAL

Assumable Y/N	No
General Taxes	\$2,907.04
General Tax Year	2023
Yearly Specials	\$7.83
Total Specials	\$7.83
HOA Y/N	No

Yearly HOA Dues
HOA Initiation Fee
Earnest \$ Deposited With Security 1st Title

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, August 20th, 2024 at 2 PM (cst) | BIDDING CLOSING: Thursday , August 29th, 2024 at 3PM (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!!! McCurdy Real Estate and Auction is proud to partner together with Red Land Company to bring you a one-of-a kind auction property. Land on the Rattlesnake Creek rarely hits the market! Up for online auction is a truly unique farm that has been in the family for almost 60 years! This 156.53+/- acre property in Stafford County offers a diverse landscape with mature timber, creek bottom, expired CRP, and some of the best hunting Unit 16 has to offer! The Rattlesnake Creek runs almost dead center through the property creating the perfect hunting set up for whitetail deer enthusiasts. There are approximately 37.73+/- acres of expired CRP grass south of the creek that is 3-5' tall. The CRP is excellent cover for whitetails, and even better for the upland game. While scouting the property several coveys of quail were spotted and multiple pheasants. North of the creek has approximately 36.13+/- acres of grass and old tillable farmland. At one time there were about 20+/- acres used as farmland. There are multiple places throughout the property that would make great food plot areas to make the hunting even better. The farm has dirt road frontage on the north and west and a private drive access from the south. This farm is extremely secluded creating the perfect place to build your dream home or fix up the current home on the property. With power and water at the homestead, you are two steps closer to starting your dream country home. The home on the property has been vacant and is currently considered abandoned and in "as is, where is" condition. In 2013 the house was winterized and was stopped being used as a residence. It is a 4 bed 1.5 bath with approximately 2,060 sq ft. and would be a great project to remodel and return to its former glory as a primary residence or hunting headquarters. With this property being so unique, secluded, and loaded with potential, this is an auction you do not want to miss! 156.53 +/- Acres NW 1/4, S20-T25S-R41W Unit 16 Trophy Whitetail Deer Hunting Rattlesnake Creek 40x60 Storage Building, Detached Garage and Additional Outbuildings Expired CRP Fixer Upper Home Build Site Potential Pheasant and Quail 1.5 Miles off Blacktop Road 15 Min From Pratt 1 Hour and 15 minutes from Wichita \$25,000 earnest money deposit at the time of contracting with a closing on or before 30 days from the date of sale. Possession is immediate at closing. Any personal property remaining in the home or on the property at the time of closing will be considered abandoned. Definition of 'selling by the acre': A method of sale often used for agricultural or undeveloped acreage in which bids are made based on a per acre price. By way of example, if a 160 -acre parcel was offered "by the acre" the high bid may be \$5,000 an acre. That amount would then be multiplied times the total acreage to arrive at a total bid price of \$800,000 (plus Buyer's Premium, if applicable). *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 \$25,000.

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview
Method of Auction	Online Only	1 - Open/Preview Date
Auction Location	mccurdy.com	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	8/20/2024	2 - Open for Preview
Auction Start Time	2pm	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	08/28/2024 @ 5pm	2 - Open End Time
Buyer Premium Y/N	Yes	3 - Open for Preview
Premium Amount	0.10	3 - Open/Preview Date
Earnest Money Y/N	Yes	3 - Open Start Time
Earnest Amount %/\$	25,000.00	3 - Open End Time

TERMS OF SALE

Terms of Sale See associated documents. \$25,000 earnest money deposit at the time of contracting with a closing on or before 30 days from the date of sale. Possession is immediate at closing. Any personal property remaining in the home or on the property at the time of closing will be considered abandoned. Definition of 'selling by the acre': A method of sale often used for agricultural or undeveloped acreage in which bids are made based on a per acre price. By way of example, if a 160-acre parcel was offered "by the acre" the high bid may be \$5,000 an acre. That amount would then be multiplied times the total acreage to arrive at a total bid price of \$800,000 (plus Buyer's Premium, if applicable). For the purposes of calculating the total sales price, the acreage will be rounded to the nearest whole acre. For example, a parcel with 158.7 acres would be offered as 159 acres or a parcel is 158.3 would be offered as 158 acres.

PERSONAL PROPERTY

Personal Property

SOLD

How Sold	Selling Agent - Agent Name and Phone
Sale Price	Co-Selling Agent - Agent Name and Phone
Net Sold Price	Selling Office - Office Name and Phone
Pending Date	Co-Selling Office - Office Name and Phone
Closing Date	Appraiser Name
Short Sale Y/N	Non-Mbr Appr Name
Seller Paid Loan Asst.	

Previously Listed Y/N
Includes Lot Y/N
Sold at Auction Y/N

ADDITIONAL PICTURES



Aerial View



Aerial View



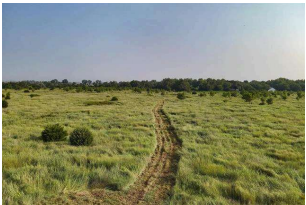
Yard



Community



Aerial View



View



Other



Other



Aerial View



Aerial View



Aerial View



Aerial View



Aerial View



Aerial View



View



Out Buildings



Yard



Other



Aerial View



Aerial View



Aerial View



View



Community



Aerial View



Aerial View



Aerial View



Aerial View



Aerial View



Aerial View



Aerial View



View



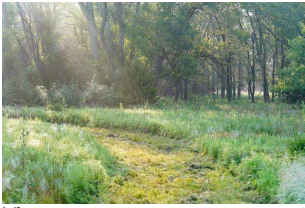
Front Of Structure



Side Of Structure



View



View

DISCLAIMER

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SELLER'S PROPERTY DISCLOSURE ACKNOWLEDGEMENT

Property Address: 750 SW 70th St. - St. John, KS 67576 (the "Real Estate")

By signing below, Seller acknowledges that Seller has elected not to complete a Seller's Property Disclosure because they have never occupied the Real Estate or are otherwise not familiar enough with the Real Estate to sufficiently and accurately provide the information required to complete a Seller's Property Disclosure. Notwithstanding the lack of a completed Seller's Property Disclosure, Seller has been advised and understands that the law requires disclosure of any actual known material defect in the Real Estate to prospective buyers and that failure to do so may result in civil liability for damages. Seller accordingly discloses the following actual known material defects (if none, write "none"):

None  

Special Assessments or Fees:

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

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

Special Assessment/Fee Amount (give a good faith estimate if exact amount is unknown): \$7.83

Explanation of Assessment or Fee: Ground Water Management

Appliances Transferring with the Real Estate:

Do any appliances present at the property transfer with the real estate?

- ☐ No appliances transfer
- ☒ All appliances present at the property transfer
- ☐ Some appliances transfer

*If you marked some appliances transfer, please give a detailed explanation of which appliances transfer: _____

(Remainder of this page intentionally left blank)

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

SELLER:

 <i>Jill Bowden</i>	07/25/2024	 <i>Dale L Posey</i>	07/25/2024
Jill Bowden		Dale L Posey	
Signature	Date	Signature	Date
 <i>Bradley N Way</i>	07/25/2024		
Print	Bradley N Way		
Title		Company	

 <i>Suzanne H Posey</i>	07/25/2024
Suzanne H Posey	
Signature	Date
 <i>Brenda D Way</i>	07/25/2024
Print	Brenda D Way
Title	
Company	

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

BUYER:

Signature	Date
Print	
Title	Company

Signature	Date
Print	
Title	Company

Property Address: 750 SW 70th St. - St. John, KS 67576

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

Lead Warning Statement

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

Seller's Disclosure

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

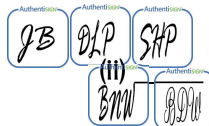
(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).



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

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

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



(ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

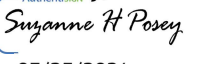
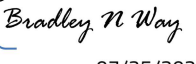
(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

	07/25/2024		07/25/2024		07/25/2024		07/25/2024		07/25/2024
Seller	Date	Seller	Date	Seller	Date	Seller	Date	Seller	Date
	07/25/2024								
Purchaser	Date	Purchaser	Date						
Agent	Date	Agent	Date						



WATER WELL INSPECTION REQUIREMENTS

Property Address: 750 SW 70th St. - St. John, KS 67576

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 ☒ **Other wells: See below

Location of Well: Drinking Water (connected to house): Well is located in the cellar, by the back porch of the house.

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

If yes, what type? Septic ☒ Lagoon _____

Location of Lagoon/Septic Access: Septic tank is East of chicken house, North of house

<u>Jill Bowden</u>	<u>07/25/2024</u>	<u>Suzanne H Posey</u>	<u>07/25/2024</u>	<u>Brenda D Way</u>	<u>07/25/2024</u>
Owner/Seller				Date	
<u>Dale L Posey</u>	<u>07/25/2024</u>	<u>Bradley N Way</u>	<u>07/25/2024</u>		
Owner/Seller				Date	
Buyer				Date	
Buyer				Date	

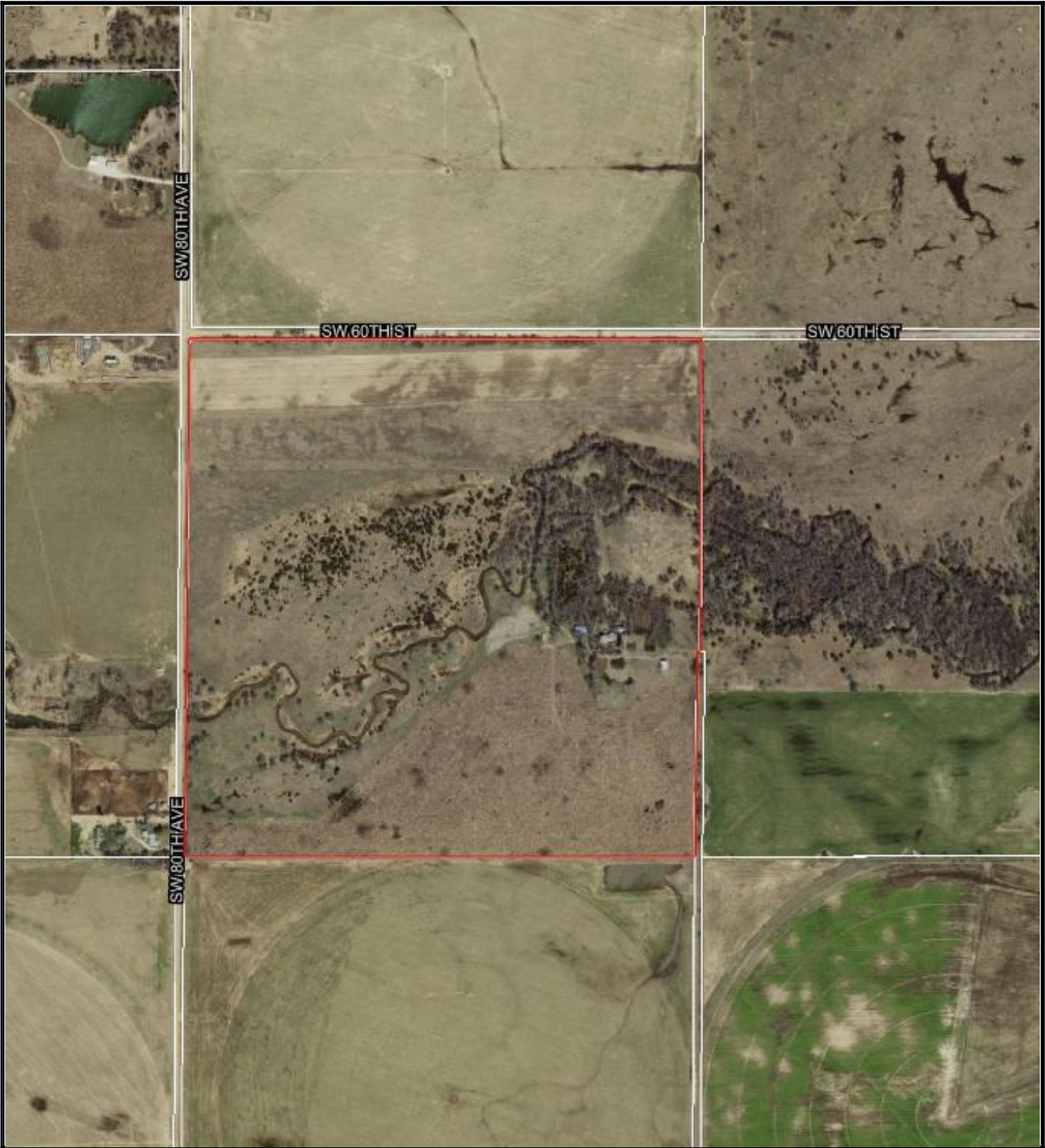
- **1. Below grade with metal cover/lid, South of small brick shed in front yard of house.
2. Cased well in pasture SouthWest of house, due West of old barn. Used to pump water for livestock.
3. Hand pump well by creek, in line with path from house to creek. Marked with three metal fence posts.

Note from Seller: There are probably wells under the two windmills near the house, but I am not aware of them being used for years

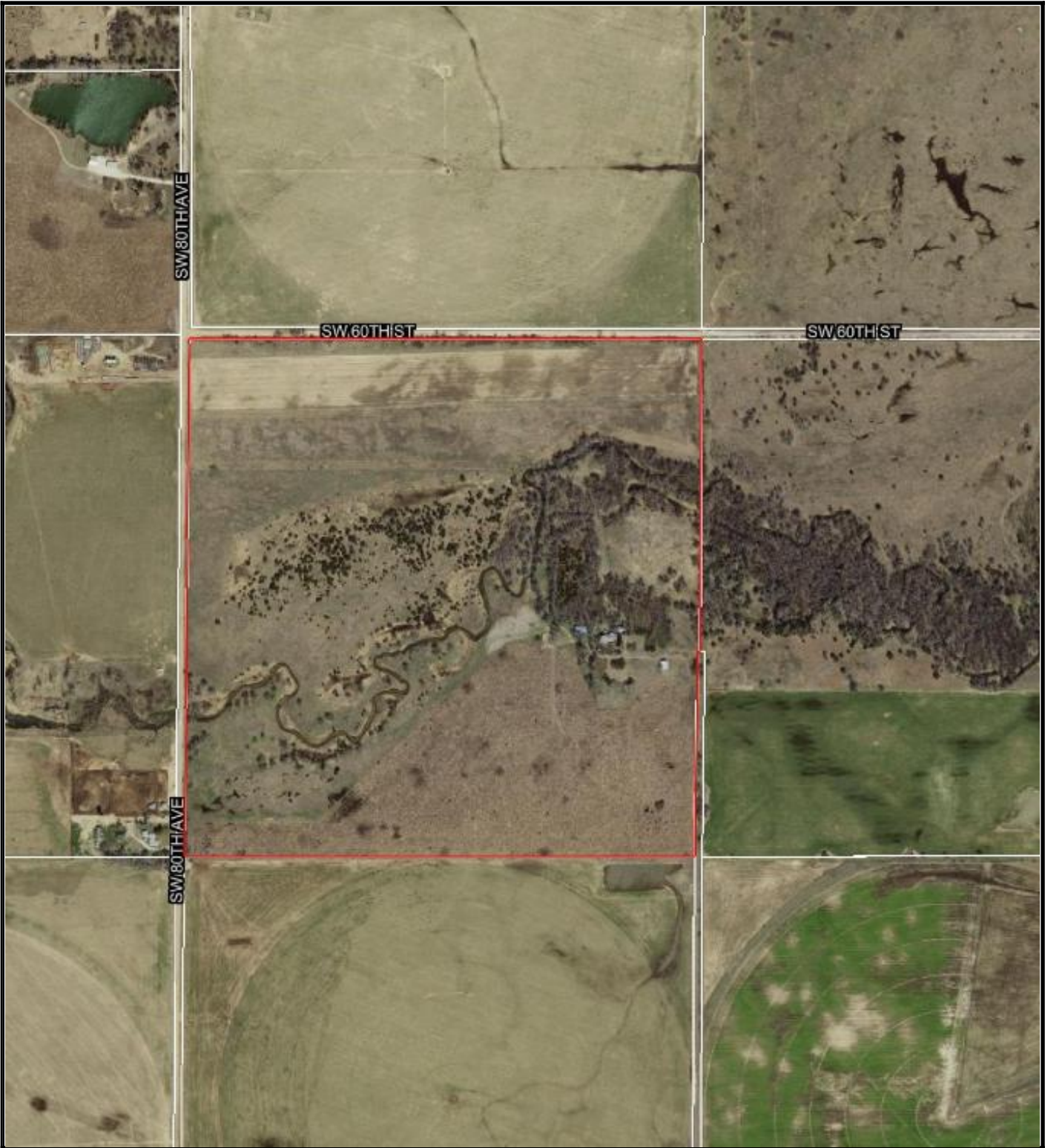
750 SW 70th St., Saint John, KS 67576 | Zoning Farm Homesite



750 SW 70th St., Saint John, KS 67576 | Flood: Unmapped



750 SW 70th St., Saint John, KS 67576 | Aerial





Abbreviated 156 Farm Record

Operator Name	:	
CRP Contract Number(s)	:	None
Recon ID	:	None
Transferred From	:	None
ARCPLC G//F Eligibility	:	Eligible

Farm Land Data									
Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
156.18	73.86	73.86	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland		Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	73.86		0.00		0.00	0.00	0.00	0.00

Crop Election Choice		
ARC Individual	ARC County	Price Loss Coverage
None	None	WHEAT

DCP Crop Data				
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	41.76	0.00	32	
TOTAL	41.76	0.00		

NOTES

Tract Number	:	13
Description	:	NW/4 20-25-14
FSA Physical Location	:	KANSAS/STAFFORD
ANSI Physical Location	:	KANSAS/STAFFORD
BIA Unit Range Number	:	
HEL Status	:	HEL field on tract.Conservation system being actively applied
Wetland Status	:	Wetland determinations not complete
WL Violations	:	None
Owners	:	
Other Producers	:	None
Recon ID	:	None

Tract Land Data							
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
156.18	73.86	73.86	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	73.86	0.00	0.00	0.00	0.00	0.00

KANSAS
STAFFORD

Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 28
Prepared : 7/25/24 9:06 AM CST
Crop Year : 2024

Tract 13 Continued ...

DCP Crop Data			
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	41.76	0.00	32
TOTAL	41.76	0.00	

NOTES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

FSA - 578 (09-13-16)

Farm Number: 28

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

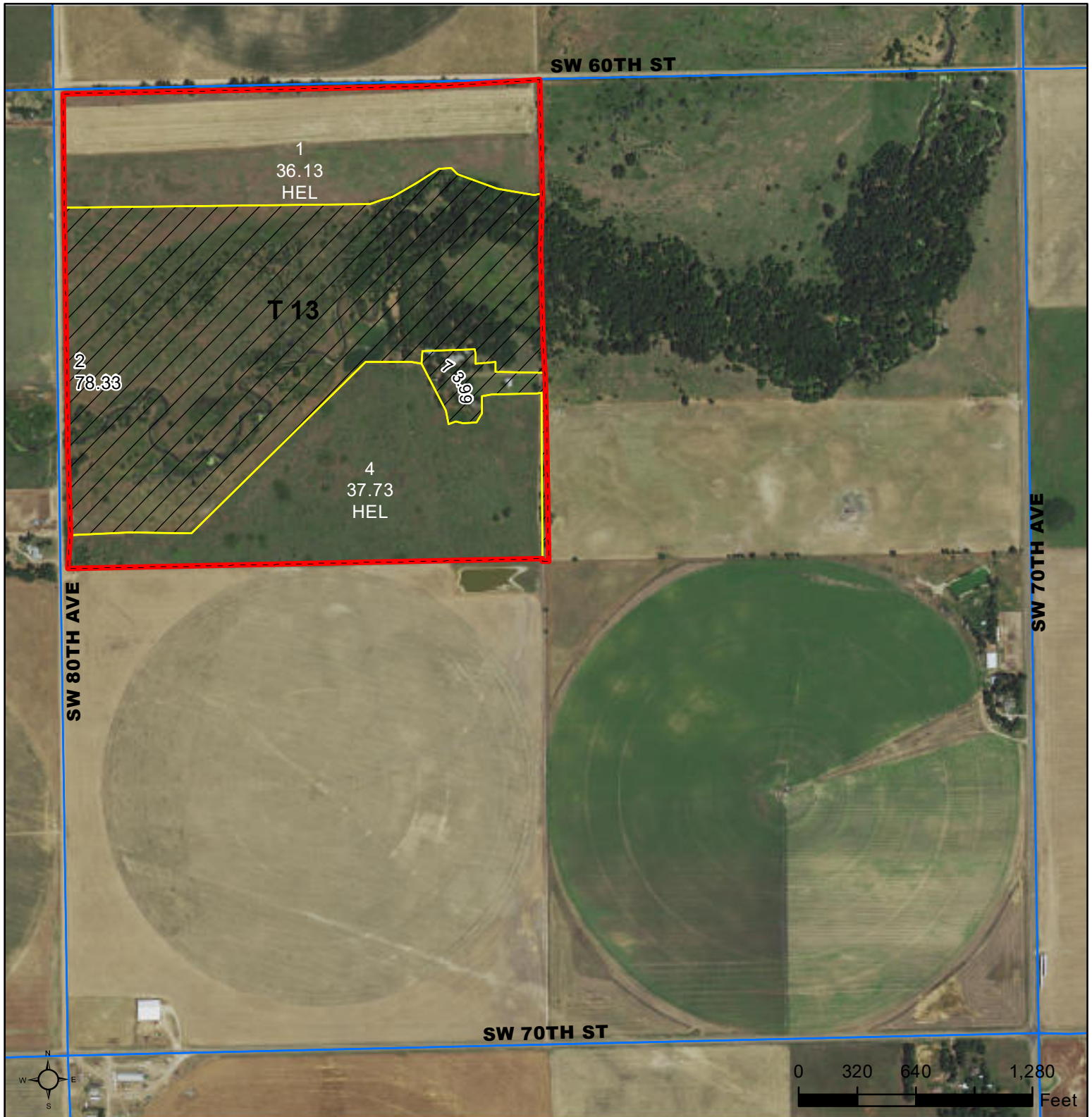
DATE: 07/25/2024

The selected farm does not have a Crop Acreage Report.
Please select a different farm, or click Record to create a report.



United States
Department of
Agriculture

Stafford County, Kansas



Common Land Unit

- Non-Cropland
- Cropland

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

- Tract Boundary
- PLSS

Unless noted on field:

- | | |
|-----------------------------|---------------------------------|
| 1/ All Wheat HRW, NI, GR | 6/ Grass NAG, NI, LS |
| 2/ All Sorghum GRS, NI, GR | 7/ Grass SMO, NI, FG |
| 3/ All Corn YEL, NI, GR | 8/ Grass SMO, NI, LS |
| 4/ All Soybeans COM, NI, GR | 9/ Grass, NAG, NI, GZ |
| 5/ Grass NAG, NI, FG | 10/ Sorghum Forage, CAN, NI, FG |

Tract Cropland Total: 73.86 acres

2024 Program Year

Map Created October 26, 2023

Farm 28
Tract 13

20-25-14

Displayed over 2021 NAIP

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

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)*

