

# PROPERTY INFORMATION PACKET | THE DETAILS



**1002 S. Maize Rd. | Wichita, KS 67209**

AUCTION: BIDDING OPENS: Tues, Jan 28<sup>th</sup> @ 2:00 PM

BIDDING CLOSING: Thurs, Feb 13<sup>th</sup> @ 2:00 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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ALL FIELDS CUSTOMIZABLE



**MLS #** 649302  
**Status** Active  
**Contingency Reason**  
**Area** SCKMLS  
**Address** 1002 S Maize Rd  
**City** Wichita  
**Zip** 67209  
**Asking Price** \$0  
**Picture Count** 36



KEYWORDS

**AG Bedrooms** 4  
**Total Bedrooms** 5.00  
**AG Full Baths** 3  
**AG Half Baths** 2  
**Total Baths** 6  
**Garage Size** 4+  
**Basement** Yes - Finished  
**Levels** 2 Story  
**Approximate Age** 51 - 80 Years  
**Acreage** 1.01 - 5 Acres

**Approx. AGLA** 4901  
**AGLA Source** Court House  
**Approx. BFA** 1168.00  
**BFA Source** Court House  
**Approx. TFLA** 6,069  
**Lot Size/SqFt** 217,800  
**Number of Acres** 5.00

GENERAL

**List Agent - Agent Name and Phone** Rick W Brock - HOME: 316-683-0612  
**List Office - Office Name and Phone** McCurdy Real Estate & Auction, LLC  
- OFF: 316-867-3600  
**Co-List Agent - Agent Name and Phone**  
**Co-List Office - Office Name and Phone**  
**Showing Phone** 1-888-874-0581  
**Year Built** 1967  
**Parcel ID** 139-29-0-32-01-001.00  
**School District** Goddard School District (USD 265)  
**Elementary School** Apollo  
**Middle School** Dwight D. Eisenhower  
**High School** Dwight D. Eisenhower  
**Subdivision** NONE LISTED ON TAX RECORD  
**Legal** LOT 1 BLOCK 1 MARSHALL ADD.  
**List Date** 12/2/2024  
**Display Address** Yes  
**Days On Market** 39  
**Input Date** 1/10/2025 10:47 AM  
**Update Date** 1/10/2025  
**Status Date** 1/10/2025  
**Price Date** 1/10/2025

**Master Bedroom Level** Upper  
**Master Bedroom Dimensions** 15.2 14.6  
**Master Bedroom Flooring** Carpet  
**Living Room Level** Main  
**Living Room Dimensions** 15.1 x 30.11  
**Living Room Flooring** Carpet  
**Kitchen Level** Main  
**Kitchen Dimensions** 19.2 x 11.1  
**Kitchen Flooring** Wood  
**Room 4 Type** Bedroom  
**Room 4 Level** Upper  
**Room 4 Dimensions** 11.4 x 12.6  
**Room 4 Flooring** Carpet  
**Room 5 Type** Bedroom  
**Room 5 Level** Upper  
**Room 5 Dimensions** 7.5 x 14.7  
**Room 5 Flooring** Carpet  
**Room 6 Type** Bedroom  
**Room 6 Level** Basement  
**Room 6 Dimensions** 14.7 x 14.6  
**Room 6 Flooring** Carpet  
**Room 7 Type** Rec. Room  
**Room 7 Level** Main  
**Room 7 Dimensions** 22.10 X 22.11  
**Room 7 Flooring** Carpet  
**Room 8 Type** Hearth Rm  
**Room 8 Level** Main  
**Room 8 Dimensions** 13.2 X 23.1  
**Room 8 Flooring** Wood  
**Room 9 Type** Dining Room  
**Room 9 Level** Main  
**Room 9 Dimensions** 15.1 X 11.6  
**Room 9 Flooring** Tile  
**Room 10 Type** Foyer  
**Room 10 Level** Main  
**Room 10 Dimensions** 7.2 x 16  
**Room 10 Flooring** Tile  
**Room 11 Type** Office  
**Room 11 Level** Main  
**Room 11 Dimensions** 11.2 x 12.8  
**Room 11 Flooring** Carpet

|                           |             |
|---------------------------|-------------|
| <b>Room 12 Type</b>       | Mud Room    |
| <b>Room 12 Level</b>      | Main        |
| <b>Room 12 Dimensions</b> | 7.6 x 10.11 |
| <b>Room 12 Flooring</b>   | Wood        |

DIRECTIONS

Directions W. Maple St. & S. Maize Rd. - South to Home.

FEATURES

|                                                                                                                                                                            |                                                                                                                                           |                                                                                                                                                                           |                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| <b>ARCHITECTURE</b><br>Tudor                                                                                                                                               | <b>BASEMENT / FOUNDATION</b><br>Partial<br>Day Light                                                                                      | <b>APPLIANCES</b><br>Dishwasher<br>Disposal<br>Refrigerator<br>Range/Oven<br>Washer<br>Dryer                                                                              | <b>POSSESSION</b><br>At Closing                        |
| <b>EXTERIOR CONSTRUCTION</b><br>Masonry-Stone                                                                                                                              | <b>BASEMENT FINISH</b><br>1 Bedroom<br>1 Bath<br>Bsmt Rec/Family Room<br>Bsmt Wet Bar<br>Bsmt Storage<br>Bsmt Laundry<br>Bsmt Wine Cellar | <b>MASTER BEDROOM</b><br>Master Bdrm on Sep. Floor<br>Sep. Tub/Shower/Mstr Bdrm<br>Two Sinks                                                                              | <b>PROPOSED FINANCING</b><br>Other/See Remarks         |
| <b>ROOF</b><br>Wood                                                                                                                                                        |                                                                                                                                           |                                                                                                                                                                           | <b>WARRANTY</b><br>No Warranty Provided                |
| <b>LOT DESCRIPTION</b><br>River/Creek                                                                                                                                      |                                                                                                                                           |                                                                                                                                                                           | <b>OWNERSHIP</b><br>Individual                         |
| <b>FRONTAGE</b><br>Paved Frontage                                                                                                                                          |                                                                                                                                           |                                                                                                                                                                           | <b>PROPERTY CONDITION REPORT</b><br>No                 |
| <b>EXTERIOR AMENITIES</b><br>In Ground Pool<br>Patio<br>Deck<br>Dock<br>Fence-Wrought Iron/Alum<br>Guttering<br>Security Light<br>Storm Door(s)<br>Storm Windows/Ins Glass | <b>COOLING</b><br>Central<br>Electric                                                                                                     | <b>AG OTHER ROOMS</b><br>Family Room-Main Level<br>Foyer<br>Loft<br>Mud Room<br>Office                                                                                    | <b>DOCUMENTS ON FILE</b><br>Ground Water<br>Lead Paint |
| <b>GARAGE</b><br>Attached<br>Detached                                                                                                                                      | <b>HEATING</b><br>Forced Air<br>Gas                                                                                                       | <b>LAUNDRY</b><br>Basement<br>Separate Room<br>220-Electric                                                                                                               | <b>SHOWING INSTRUCTIONS</b><br>Appt Req-Call Showing # |
| <b>FLOOD INSURANCE</b><br>Required                                                                                                                                         | <b>DINING AREA</b><br>Eating Space in Kitchen<br>Formal                                                                                   | <b>INTERIOR AMENITIES</b><br>Ceiling Fan(s)<br>Closet-Cedar<br>Closet-Walk-In<br>Fireplace Doors/Screens<br>Hot Tub<br>Vaulted Ceiling<br>Wet Bar<br>Window Coverings-All | <b>LOCKBOX</b><br>SCKMLS                               |
| <b>UTILITIES</b><br>Sewer<br>Natural Gas<br>Public Water                                                                                                                   | <b>FIREPLACE</b><br>Three+<br>Living Room<br>Kitchen/Hearth Room<br>Rec Room/Den<br>Master Bedroom                                        |                                                                                                                                                                           | <b>TYPE OF LISTING</b><br>Excl Right w/o Reserve       |
|                                                                                                                                                                            | <b>KITCHEN FEATURES</b><br>Eating Bar<br>Island<br>Electric Hookup<br>Granite Counters                                                    |                                                                                                                                                                           | <b>AGENT TYPE</b><br>Sellers Agent                     |

FINANCIAL

|                               |        |                                  |                    |
|-------------------------------|--------|----------------------------------|--------------------|
| <b>Assumable Y/N</b>          | No     | <b>HOA Y/N</b>                   | No                 |
| <b>Currently Rented Y/N</b>   | No     | <b>Yearly HOA Dues</b>           |                    |
| <b>Rental Amount</b>          |        | <b>HOA Initiation Fee</b>        |                    |
| <b>General Property Taxes</b> | \$0.00 | <b>Home Warranty Purchased</b>   | Unknown            |
| <b>General Tax Year</b>       | 2024   | <b>Earnest \$ Deposited With</b> | Security 1st Title |
| <b>Yearly Specials</b>        | \$8.38 |                                  |                    |
| <b>Total Specials</b>         | \$8.38 |                                  |                    |



REMARKS

**Public Remarks** Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, January 28th, 2024 at 2 PM (cst) | BIDDING CLOSING: Thursday, February 13th, 2024 at 2 PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES. ONLINE ONLY!!! NO MINIMUM, NO RESERVE!!! PREMIER!!! Extraordinary Opportunity to Own a Castle-Like Estate on 5 Acres! Nestled in a prime west-side location, this extraordinary estate combines privacy, elegance, and modern luxury. Accessible via a private gated drive, this property is surrounded by mature trees and fencing, ensuring complete seclusion. Goddard School District! Front Exterior Features: Masonry stone construction with timeless elegance Striking turret, covered porch, and arched doorways Attached three-car garage Detached 44 x 34, 1.5-story garage/shop (that could easily be converted into a barndominium) Charming front courtyard Main Level: Spacious living room with a cozy fireplace and outdoor access Formal dining room and hearth room with a fireplace Office with French doors and a sunlit window Kitchen with: Granite countertops Island w/built-in mini refrigerators & breakfast nook Stainless steel appliances Two half bathrooms for convenience Dedicated hot tub area for ultimate relaxation w/ outside access Family/game room with a fireplace & all wood beamed ceilings w/ recessed lighting Upper Level: Loft area for a reading nook, home office, or additional seating Four bedrooms, including: Two with luxurious en-suites and walk-in closets Unique winding staircase inside the turret Finished Basement: Expansive family/rec room for entertainment Wet bar and wine cellar for hosting Full bathroom and a fifth bedroom, ideal for guests or multi-generational living Outdoor Highlights: Property backs onto scenic Cowskin Creek with: Private dock for fishing, kayaking, or relaxation In-ground pool for refreshing summer escapes Five acres of manicured grounds for recreation and tranquility This luxury estate is selling to the highest bidder, regardless of price! The property may be in a floodway. Please see the flood zone map in the property information packet. The City of Wichita has inspected the irrigation well and the inspection revealed non-compliant conditions. The buyer will be required to comply with the City of Wichita Notice of Violation which can be found in the property information packet \*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 (\$2,500.00 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 Buyer's Choice: \$50,000 earnest money deposit at the time of contracting with a closing on or before 30 days from the date of sale. \$65,00 earnest money deposit at the time of contracting with a closing on or before 45 days from the date of sale. The property may be in a floodway. Please see the flood zone map in the property information packet.

AUCTION

|                         |                 |                      |                  |
|-------------------------|-----------------|----------------------|------------------|
| Type of Auction Sale    | Absolute        | Method of Auction    | Online Only      |
| Auction Location        | www.mccurdy.com | Auction Offering     | Real Estate Only |
| Auction Date            | 1/28/2025       | 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 %/\$     | 50,000.00       | 1 - Open for Preview |                  |
| 1 - Open/Preview Date   |                 | 1 - Open Start Time  |                  |
| 1 - Open End Time       |                 |                      |                  |

TERMS OF SALE

Terms of Sale

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES





## DISCLAIMER

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 2024 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.



### TERMS AND CONDITIONS

Thank you for participating in today's auction. The auction will be conducted by McCurdy Real Estate & Auction, LLC ("McCurdy") on behalf of the owner of the real estate (the "Seller"). The real estate offered for sale at auction (the "Real Estate") is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy.

1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and, in the event that Bidder is the successful bidder, the Contract for Purchase and Sale. 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. 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 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; easements; covenants; 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 had 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.
3. 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.
4. 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.
5. There will be a 10% buyer's premium (\$2,500.00 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.
6. The Real Estate is not offered contingent upon financing or appraisal.
7. 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, ACH or immediately available, certified funds in the amount set forth by McCurdy, by 4:00 p.m. (CST) on the business day following the auction. In the event that Bidder fails to pay the aforementioned earnest money by the time set forth above, Seller may terminate this Contract and proceed forward with selling the Real Estate to another buyer in addition to all other rights Seller may have under these Terms and Conditions. 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.

8. In the event the nonrefundable earnest money required to be paid as set forth above is in excess of the purchase price, the earnest money amount shall be reduced to the purchase price which Bidder will be required to pay under the same provisions as set forth above.
9. Auction announcements, postings or notifications (as applicable) take precedence over anything previously stated or printed, including these Terms and Conditions.
10. 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.
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. Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. If the successful Bidder fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these signed 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 voice or image of Bidder (at live events) and any guests or minors accompanying Bidder at this auction or components of the auction process and to use the films, photographs, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes. Bidder also agrees that this information may remain in the public domain for perpetuity. The Real Estate may have audio and/or video recording in use.
15. Broker/agent participation is invited. Broker/agents must fulfill the responsibilities and obligations set forth in the Broker Registration form to qualify for a cooperation/referral fee. To register, the completed form must be received and registered with McCurdy no later than 5 p.m. on the business day prior to the auction. In the event they have not fulfilled the requirements for participation, you may be responsible for the financial obligations with them.
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 Real Estate 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 reserves the right to establish all bidding increments. Should the Bidder have any request on increments, it is the responsibility of Bidder to call McCurdy within a reasonable time prior to the conclusion of the auction.
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. 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 account has been compromised, Bidder must immediately inform McCurdy at [auctions@mccurdy.com](mailto:auctions@mccurdy.com).

21. 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 nor 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.
22. The ability to "pre-bid" or to place 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 that particular lot is formally initiated by McCurdy. If you are bidding against a previously placed max bid or pre-bid, the bid placed first will take precedence. If you leave a maximum bid, the bidding platform will bid up to that amount on your behalf and will only use your maximum/whole bid if necessary.
23. 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. This will be a timed online auction and absentee bids which will be entered into the bidding as they are received. If you leave a maximum bid, the bidding platform will bid up to that amount on your behalf and will only use your maximum/whole bid if necessary.
24. 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.
25. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
26. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
27. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
28. Bidder warrants and represents that they are at least 18 years of age and are fully authorized to bid.
29. 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.
30. 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.
31. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set forth 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.

**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) CAW 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) CAW 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) AB 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.

|           |                      |      |                |           |       |      |       |
|-----------|----------------------|------|----------------|-----------|-------|------|-------|
| Seller    | <u>Gregory Wills</u> | Date | <u>12-2-24</u> | Seller    | _____ | Date | _____ |
| Purchaser | _____                | Date | _____          | Purchaser | _____ | Date | _____ |
| Agent     | <u>[Signature]</u>   | Date | <u>12-2-24</u> | Agent     | _____ | Date | _____ |

# SELLER'S PROPERTY DISCLOSURE ACKNOWLEDGEMENT

Property Address: 1002 S. Maize Rd., Wichita, KS 67209 (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"):

Roof needs replaced, no leaks that I have noticed  
Pool needs a new cover and liner.  
Some tiles in Master bath need glued Backup.

## Special Assessments or Fees:

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

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

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

Explanation of Assessment or Fee: N/A

## 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: \_\_\_\_\_

There is a side by side Refrigerator/Freezer that is  
in garage; it will not 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:**

Gregg A Winkler 1-10-25  
Signature Date

Gregg A Winkler  
Print

\_\_\_\_\_  
Title Company

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print

\_\_\_\_\_  
Title Company

By signing below, Buyer acknowledges that no Seller's Property Disclosure is available for the Real Estate and that it was Buyer's responsibility to 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



## WATER WELL INSPECTION REQUIREMENTS

Property Address: 1002 S. Maize Rd. - Wichita, KS 67209

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

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

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

DOES THE PROPERTY HAVE A WELL? YES X NO \_\_\_\_\_

If yes, what type? Irrigation \_\_\_\_\_ X Drinking \_\_\_\_\_ Other \_\_\_\_\_

Location of Well: Behind attached Garage

DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, what type? Septic \_\_\_\_\_ Lagoon \_\_\_\_\_

Location of Lagoon/Septic Access: \_\_\_\_\_

Garry A. Wells Executor 12-2-24  
Owner/Seller Date

\_\_\_\_\_  
Owner/Seller Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Buyer Date



Department of Public Works & Utilities  
Environmental Services, 7<sup>th</sup> Floor  
455 N Main St • Wichita, KS 67202  
Phone: 316-268-8351 • Fax: 316-858-7787

☐ Notice of Violation

☒ Warning

1st Notification

## Notification of Violation

Buyer: \_\_\_\_\_

Address: 1002 S Maize

City, State, Zip WICHITA, KS 67209

This Notification is issued this date pursuant to Section 7.30 of the City Code of Ordinances. You are hereby notified that the City has found this water well in violation of certain provisions of the referenced Permit and Section Code of the City Ordinance as selected below.

Buyer Acknowledgement: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_

☒ ¶ 7.30.050 A Inspection of the water well(s), on 1/8/2025 revealed noncompliant conditions because the well does not meet current construction, location, or plugging standards,\* specifically: The well in the back yard is in a pit, there is evidence of another well by the entrance which we could not find.

\*Current construction, location, and plugging standards are found in State of Kansas Article 30 – Water Well Contractor’s License; Water Well Construction – effective June 7, 2013, issued by the Kansas Department of Health and Environment

☐ ¶ \_\_\_\_\_

**ORDER TO COMPLY:** You are hereby ordered to abate the preceding violation(s). Failure to comply may result in penalties as provided by Title 7, Section 7.30.110, including a fine of up to \$500 per day per violation. The Property Owner is required to:

☒ Have the pit well behind the garage plugged by a licensed well contractor and submit a copy of the plugging report.

☒ Notify the inspector at 316-268-8362 when the repairs have been made, no later than 4/13/2025.

### **PENALTY:**

☒ A warning is being issued in lieu of a fine. A citation may be issued if there is failure to comply by 4/13/2025.

☐ Citation issued; follow up with Municipal Court as described on the citation.

*This order shall become final unless an appeal is made in writing within thirty (30) days from the date of issue to the Water Quality Program Manager, 455 N Main St., 7<sup>th</sup> floor, Wichita, KS 67202 requesting a hearing, pursuant to Title 7, Section 7.30.064 of the Municipal Code of the City of Wichita.*

Jesse Nichols Date 1/10/2025

(316) 268-8362

Water Quality Program Inspector

I hereby certify that the above notice of violation was served on the above listed individual / business entity by:

☒ Personal Service (by McCurdy Auction)

☐ Placing in the U.S. Mail, via regular mail, on this date:

## GROUNDWATER / ENVIRONMENTAL ADDENDUM

THIS ADDENDUM to Contract for Sale and Purchase of Real Estate between and among the undersigned is entered into effective on the last date set forth below.

Groundwater contamination has been detected in several areas in and around Sedgwick County. Licensees do not have any expertise in evaluating environmental conditions.

The parties are proposing the sale and purchase of certain property, commonly known as:  
1002 S. Maize Rd. - Wichita, KS 67209

**The parties are advised to obtain expert advice in regard to any environmental concerns.**

### **SELLER'S DISCLOSURE (please complete both a and b below)**

**(a)** Presence of groundwater contamination or other environmental concerns **(initial one):**

GAW Seller has no knowledge of groundwater contamination or other environmental concerns;  
or  
\_\_\_\_\_ Known groundwater contamination or other environmental concerns are:

**(b)** Records and reports in possession of Seller **(initial one):**

GAW Seller has no reports or records pertaining to groundwater contamination or other environmental concerns; or  
\_\_\_\_\_ Seller has provided the Buyer with all available records and reports pertaining to groundwater contamination or other environmental concerns (list document below):

### **BUYER'S ACKNOWLEDGMENT (please complete c below)**

**(c)** \_\_\_\_\_ Buyer has received copies of all information, if any, listed above. **(initial)**

### **CERTIFICATION**

Seller certifies, to the best of Seller's knowledge, that the information Seller has provided is true and accurate, and that Buyer and all licensees involved are relying on Seller's information. Buyer certifies that Buyer has reviewed Seller's responses and any records and reports furnished by Seller.

10-2-21  
Seller Executive Date

Buyer \_\_\_\_\_ Date

Seller \_\_\_\_\_ Date

Buyer \_\_\_\_\_ Date

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## AVERAGE MONTHLY UTILITIES MISCELLANEOUS INFORMATION

Property Address: 1002 S. Maize Rd. - Wichita, KS 67209 (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:      | <u>Evergy</u>                | <u>\$224.00</u> |
| Water & Sewer: | <u>City of Wichita Water</u> | <u>\$97.30</u>  |
| Gas   Propane: | <u>Kansas Gas Service</u>    | <u>\$150.00</u> |

If propane, is tank owned or leased?      Owned      Leased

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

N/A

### Appliances that Transfer:

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

Washer? ☒ Yes    No  
Dryer? ☒ Yes    No  
Other? Hot Tub Stays  
Wine Cooler Stays

Homeowners Association:    Yes    ☒ No

Dues Amount: N/A      Yearly      Monthly      Quarterly

Initiation Fee: N/A

Are there any permanently attached items that will not transfer with the Real Estate (e.g. projector, chandelier, etc.)?

1 ea chandelier in upstairs living room  
1 ea chandelier in main dining room 1st floor  
she will replace with other fixtures

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.

RESTRICTIVE COVENANT AGREEMENT

This agreement made this 15th day of October, 1983 by and between Richard L. Kunkle, Timothy R. Wilbeck, Maureen Wilbeck, all of Wichita, Kansas, and subsequent purchasers of any portion of real property hereinafter described:

WITNESSETH:

THAT, WHEREAS, Richard L. Kunkle, Timothy R. Wilbeck and Maureen Wilbeck are now the owners of Lots 5 and 6, Block 1, Marshall Addition to Sedgwick County, Kansas, and

WHEREAS, the parties hereto are desirous of insuring that the use of the properties described shall result in attractive residential usage, preventing nuisances, preventing impairment of the attractiveness of the real property, in order to therefore secure to each site owner the full benefit and enjoyment of his home,

NOW THEREFORE, it is hereby expressly agreed and subsequent purchasers of the above described real property or any part thereof are hereby put on notice that the following RESTRICTIVE COVENANTS are hereby placed upon the above described Lots:

1. Any subsequent conveyance, by any means or method whatsoever, including but not limited to mortgage foreclosure, of all or any part of the above described real property shall be subject to the RESTRICTIVE COVENANTS set forth herein.
2. These covenants are to run with the land and shall be binding on all parties and persons claiming under them until December 31, 2008, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners, it is agreed to change said covenants in whole or in part.
3. Invalidation of one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
4. In the event of a violation or the attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property covered by these covenants to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either prevent him from so doing, or to recover damages.
5. No animals, livestock, poultry, dogs, cats or other household pets may be kept, bred or maintained on property for any commercial purposes.
6. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers which shall be kept in the rear of dwellings out of view of other dwellings or which shall be screened by a wall or fence 4 feet in height.
7. No fencing of chain-link or other metal material shall be constructed or allowed to remain on any property, except wrought iron fencing.
8. No TV, radio transmission or receiving or other antenna's shall be placed or allowed to remain on any property.
9. No carport or other open concrete slab not to the rear of dwellings shall be used for the storage of trash, garbage, refuse, building materials, litter, inoperative vehicles, or other unsightly materials or machinery.

Return to: Dick Kunkle 2112 W. Lincoln City 67213

94. No light source shall be placed or allowed to remain south of the south end of existing dwelling at 714 Maize Ct., nor mounted on said south end. Any exterior light source situated east of said dwelling shall be mounted to the east side of said dwelling structure at a point no further south than 20' north of presently existing south edge of structure.

10. No man-made articles or structures shall be allowed to remain in the designated floodway areas.

THE FOLLOWING RESTRICTIONS SHALL APPLY ONLY TO LOT 5:

11. No lighting shall be placed around the pond that does not meet the mutual consent of the parties.

12. No fencing of any kind shall be placed or allowed to remain on Lot 5 in an area bounded by the southwesterly property line, the south line of the existing carport to 714 Maize Court, the east property line and the line indicated by the easternmost edge of the structure of 714 Maize Court; provided however, that split rail fencing will be permitted along the southwesterly property line.

13. With the exception of the preceding paragraph, no fencing of any kind shall be placed south of the presently existing south edge of the house at 714 Maize Court (not including carport but including garage) as indicated by survey of September 1983 by Baughman Company. No fencing which is south of the presently existing south edge of the deck to 714 Maize Ct. shall be more than 4.5' above grade. Any fencing which is south of the presently existing north edge of the existing deck on 714 Maize Ct. shall not extend further east than 5' east of the presently existing deck. No fencing shall extend further east at any point than an existing walkway as designated by easement.

IN WITNESS WHEREOF, we have caused this RESTRICTIVE COVENANT AGREEMENT to be executed this 15th day of October, 1983.

*Timothy R. Wilbeck*  
Timothy R. Wilbeck

*Richard L. Kunkle*  
Richard L. Kunkle

*Maureen Wilbeck*  
Maureen Wilbeck

STATE OF KANSAS } SS  
SEDGWICK COUNTY }  
FILED FOR RECORD AT  
8:00 AM

MAY 1 1985

NO. 7 43601  
PAT KETTLER  
REGISTER OF DEEDS

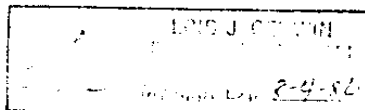
STATE OF KANSAS )  
SEDGWICK COUNTY ) SS:

BE IT REMEMBERED, that on this 15th day of October, 1983, before me, a Notary Public in and for said County and State, came Richard L. Kunkle, a single person and Timothy R. Wilbeck and Maureen Wilbeck, his wife, to me personally known to be the same persons who executed the foregoing document and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires: 8-4-86

*Lois J. Gerwin*  
Lois J. Gerwin-Notary Public





Geographic Information Services  
Sedgwick County...  
working for you

## 1002 S. Maize Rd., Wichita, KS 67209 - Zoning: SF-5 Single Family

Date: 9/23/2024

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.

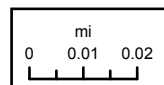
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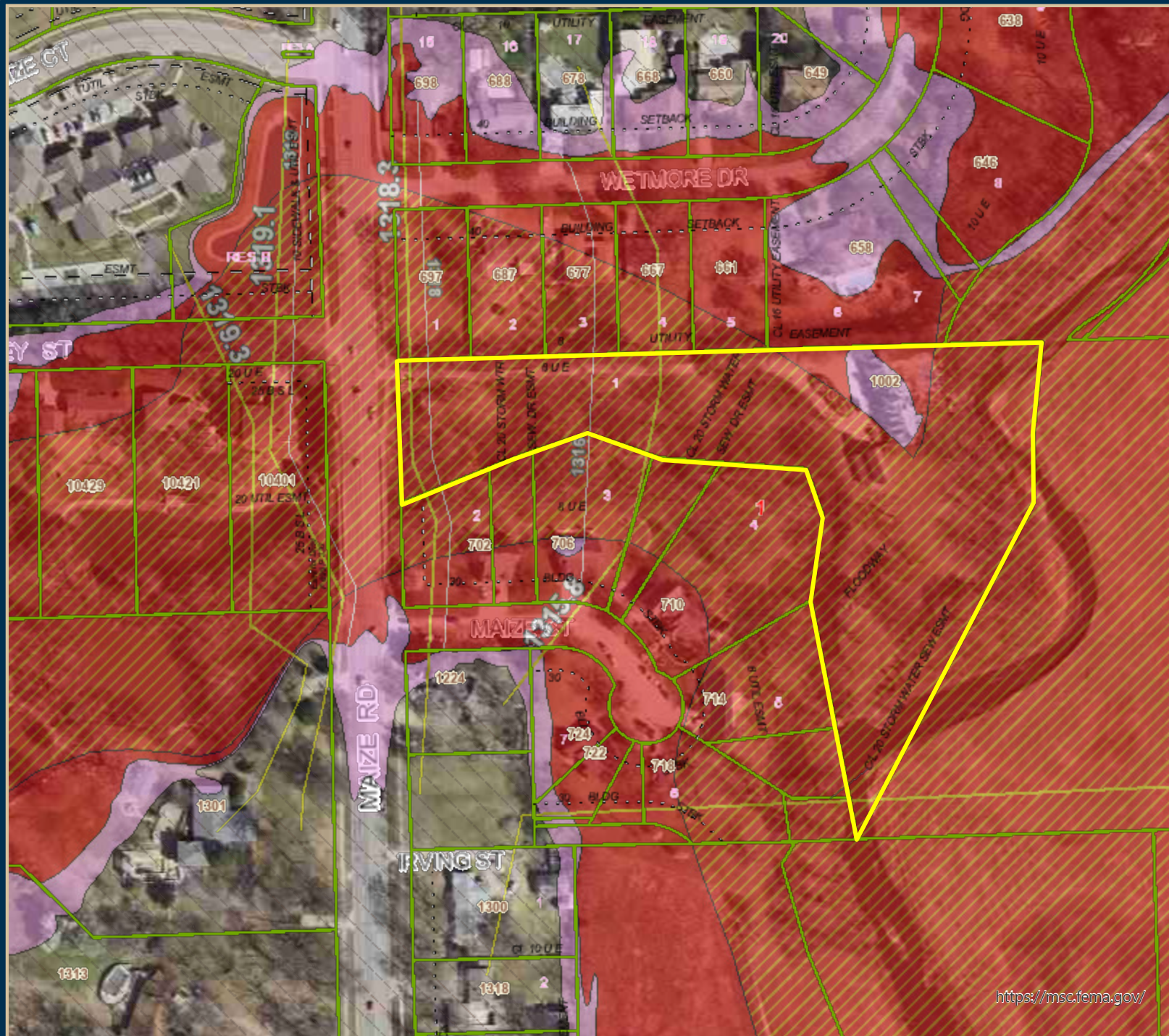
Sedgwick County, Kansas



1:2,257







## Sedgwick County, Kansas



### Legend

#### Flood Plain

(X) 0.2 Pct Annual Chance

0.2 PCT Annual Chance Flood Hazard

A  
A

AE  
AE

AE, FLOODWAY  
AE, FLOODWAY

AH  
AH

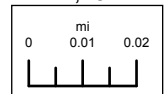
AO  
AO

X - Area of Special Consideration  
X AREA OF SPECIAL CONSIDERATION, AREA WITH REDUCED FLOOD RISK DUE TO LEVEE

X  
X

Area Not Included  
Area Not Included

1:2,257



Date: 9/23/2024

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.

The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.

<https://msc.fema.gov/>



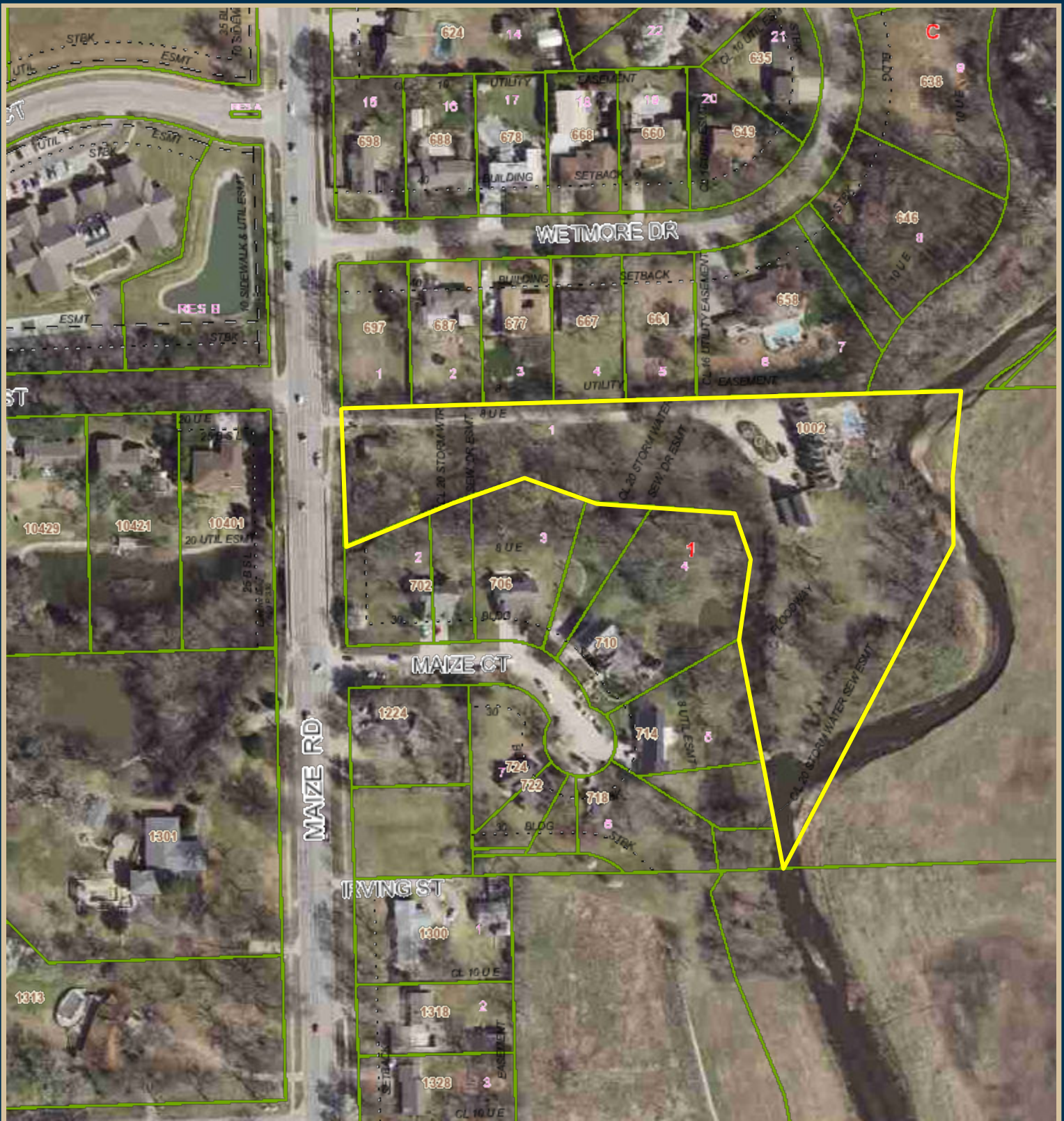
Geographic Information Services

Sedgwick County...  
working for you

**1002 S. Maize Rd., Wichita, KS 67209 - Flood**

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Geographic Information Services  
Sedgwick County...  
working for you

## 1002 S. Maize Rd., Wichita, KS 67209 - Aerial

Date: 9/23/2024

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.

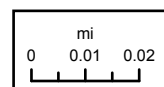
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Sedgwick County, Kansas



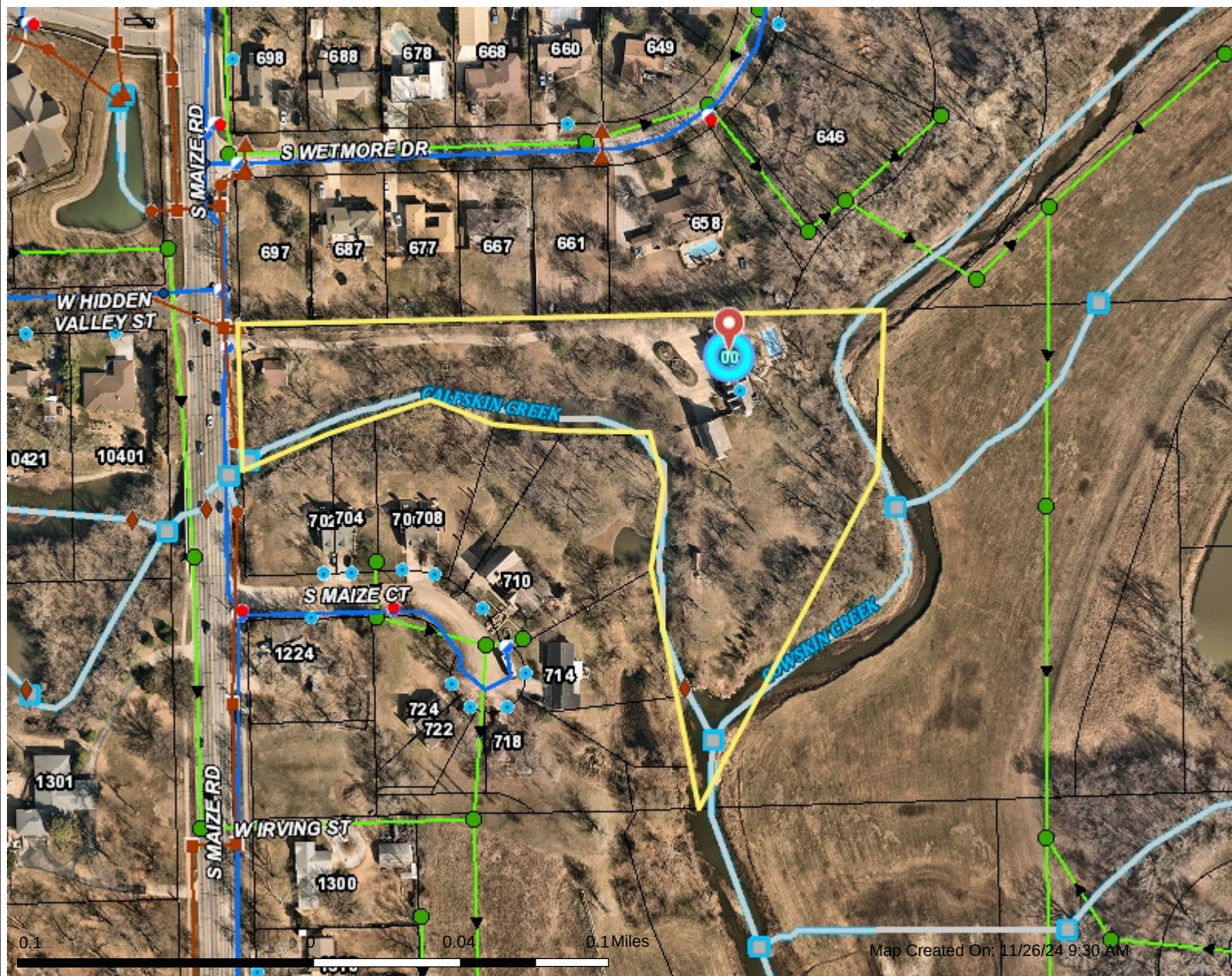
1:2,257







# 1002 S. Maize Rd., Wichita, KS 67209 - Utilities



## Legend

- Address Labels
- Andover Address Labels
- Roads
- Andover Roads
- Railroads
- Park Labels
- Airports
- Streams
- City Name Labels
- Andover City Label
- Storm Structures
  - Manhole
  - Inlet
  - Outfall
  - Other
- Headwalls
- City BMPs
- Private Non-City BMPs
- Storm Conduit
- Open Channel Structures
- Open Channel Conduit
- Water Sample Stations
- Water Hydrants
- Water Valves
- Water Service Taps
- Backflow Devices
- Water Nodes
- Water Mains
  - <all other values>
  - Private
- Sewer Manholes

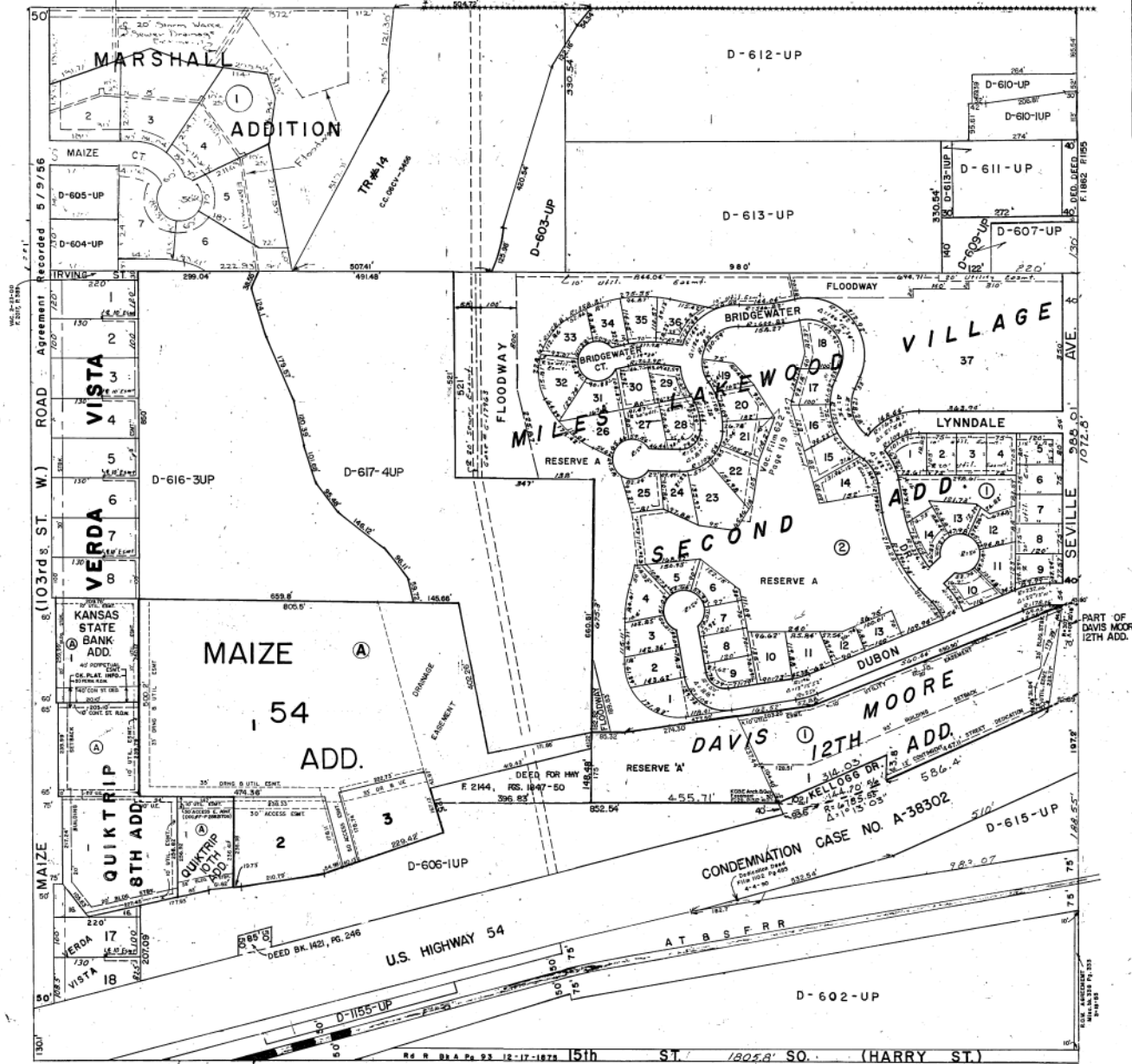
This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1: 2,400





S.W. ¼ SEC. 29, TWP. 27S, R.1W.



## 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*)

