

PROPERTY INFORMATION PACKET | THE DETAILS



Offered Separately
12320 SW 150th St. & 9.8± Acres on SW 150th St.
Augusta, KS 67010

AUCTION: BIDDING OPENS: Tues, Sept 2nd @ 2:00 PM
BIDDING CLOSING: Thurs, Sept 11th @ 2:00 & 2:05 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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MLS # 660020
Status Active
Contingency Reason
Area SCKMLS
Address 12320 SW 150th
Address 2
City Augusta
Zip 67010
Asking Price \$0
Original Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms	1	Approx. AGLA	1748
Total Bedrooms	3.00	AGLA Source	Court House
AG Full Baths	1	Approx. BFA	1575.00
AG Half Baths	1	BFA Source	Court House
Total Full Baths	2	Approx. TFLA	3,323
Total Half Baths	1	Lot Size/SqFt	657,756
Total Baths	3	Number of Acres	15.10
Garage Size	4+		
Basement	Yes - Finished		
Levels	One Story		
Approximate Age	51 - 80 Years		
Acreage	5.01 - 10 Acres		

GENERAL

List Agent - Agent Name and Phone	Andrew Jones - CELL: 316-323-2790	List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600
Co-List Agent - Agent Name and Phone	Isaac Klingman	Co-List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600
Showing Phone	888-874-0581	Year Built	1965
Parcel ID	316-14-0-00-00-013-00-0	School District	Rose Hill Public Schools (USD 394)
Elementary School	Rose Hill	Middle School	Rose Hill
High School	Rose Hill	Subdivision	NONE LISTED ON TAX RECORD
Legal	S14 , T28 , R03E , ACRES 15.1 , BEG 400W SE/C SW/4 SE/4 W650 N750 E320 N576.44 E330 S1320 TO POB LES	List Date	7/31/2025
Virtual Tour Y/N		Days On Market	11
Input Date	8/11/2025 3:05 PM	Update Date	8/11/2025
Status Date	8/11/2025	Price Date	8/11/2025
Display Address	Yes		

ROOMS

Master Bedroom Level	Main	Master Bedroom Dimensions	14.10x15.11
Master Bedroom Flooring	Wood Laminate	Living Room Level	Main
Living Room Dimensions	31.7x18.11	Living Room Flooring	Wood Laminate
Kitchen Level	Main	Kitchen Dimensions	12.10x16
Kitchen Flooring	Tile	Room 1 Type	
Room 2 Type		Room 3 Type	
Room 4 Level	Basement	Room 4 Type	Bedroom
Room 4 Dimensions	15.8x11.4	Room 4 Flooring	Carpet
Room 5 Level	Basement	Room 5 Type	Bedroom
Room 5 Dimensions	15.5x13.6	Room 5 Flooring	Carpet
Room 6 Level	Main	Room 6 Type	Laundry
Room 6 Dimensions	12.6x10	Room 6 Flooring	Tile
Room 7 Level	Basement	Room 7 Type	Family Room
Room 7 Dimensions	22.1x25.8	Room 7 Flooring	Carpet
Room 8 Level	Basement	Room 8 Type	Bonus Room
Room 8 Dimensions	10.7x8.5	Room 8 Flooring	Carpet
Room 9 Level		Room 9 Type	
Room 9 Dimensions		Room 9 Flooring	
Room 10 Level		Room 10 Type	
Room 10 Dimensions		Room 10 Flooring	
Room 11 Level		Room 11 Type	
Room 11 Dimensions		Room 11 Flooring	

ROOMS

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

DIRECTIONS

Directions Augusta - West on US-54/Hwy400, South on Santa Fe Lake Rd, West on 150th St

FEATURES

ARCHITECTURE	BASEMENT / FOUNDATION	KITCHEN FEATURES	POSSESSION
Ranch	Full	Range Hood	At Closing
EXTERIOR CONSTRUCTION	View Out	Electric Hookup	PROPOSED FINANCING
Frame w/Less than 50% Mas	Walk Out Below Grade	APPLIANCES	Other/See Remarks
Brick Veneer	BASEMENT FINISH	Dishwasher	WARRANTY
ROOF	2 Bedroom	Disposal	No Warranty Provided
Shake	1 Bath	Microwave	OWNERSHIP
LOT DESCRIPTION	Bsmt Rec/Family Room	Refrigerator	Individual
Pond/Lake	Dry Bar	Range/Oven	PROPERTY CONDITION REPORT
Wooded	Bsmt Storage	Trash Compactor	Yes
FRONTAGE	Bsmt Bonus Room	MASTER BEDROOM	DOCUMENTS ON FILE
Paved Frontage	COOLING	Master Bdrm on Main Level	Lead Paint
EXTERIOR AMENITIES	Central	Shower/Master Bedroom	Other/See Remarks
Deck	Zoned	LAUNDRY	SHOWING INSTRUCTIONS
Guttering	Electric	Main Floor	Appt Req-Call Showing #
Security Light	HEATING	220-Electric	LOCKBOX
Storm Windows/Ins Glass	Forced Air	Wash Sink	Combination
Outbuildings	Electric	INTERIOR AMENITIES	TYPE OF LISTING
GARAGE	DINING AREA	Ceiling Fan(s)	Excl Right w/o Reserve
Attached	Living/Dining Combo	Closet-Walk-In	AGENT TYPE
FLOOD INSURANCE	FIREPLACE	Fireplace Doors/Screens	Sellers Agent
Unknown	One	Handicap Access	
UTILITIES	Living Room	Vaulted Ceiling	
Lagoon	Woodburning	Window Coverings-Part	
Rural Water		Wood Laminate	

FINANCIAL

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

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, September 2nd, 2025 at 2 PM (cst) | BIDDING CLOSING: Thursday, September 11th, 2025 at 2:00 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!!! This fantastic 3 -bedroom, 2.5-bathroom ranch home offers 3,323 square feet of comfortable living on 5.2± acres of pure country paradise! Located on paved SW 150th just 5 miles northeast of Rose Hill, this exceptional property delivers the perfect blend of rural tranquility with convenient access to Rose Hill, Derby, Andover, and Augusta. From the moment you arrive, you'll be impressed by the inviting front entryway and porch, surrounded by beautifully landscaped garden bed spaces that showcase the pride of ownership evident throughout this meticulously maintained property. The main level welcomes you with a spacious and inviting entryway leading to the large primary bedroom complete with its private outdoor porch, a newly remodeled ADA-compliant bathroom, and a generous walk-in closet. The expansive living room centers around a cozy wood-burning fireplace and opens onto an outdoor deck - ideal for entertainment and relaxation! The heart of the home features a large, open kitchen equipped with new appliances that stay with the property, plus a convenient half bath and an oversized laundry room/pantry area that provides exceptional functionality. The fully finished basement adds tremendous value with brand-new carpet, two spacious bedrooms, a family room, and a full bathroom. You'll also discover a valuable safe room and abundant storage space - perfect for all your needs! Property Features: 3,323 square feet of living space 3 bedrooms, 2.5 bathrooms 5.2± acres on paved SW 150th Primary suite with private porch Newly remodeled ADA-compliant bathroom Wood-burning fireplace New kitchen appliances included Fully finished basement with new carpet Safe room and abundant storage Attached 2-car garage with elevator Detached 50' x 30' garage/shop building Metal roof Electric and concrete floors Two overhead doors Lean-to for additional storage Private pond behind the house Wooded road frontage for privacy Rolling hay meadow at the north end Mature trees throughout the property Option to purchase adjoining 9.8 acres (also at auction!) Whether you're seeking your forever home with room to breathe, a weekend retreat, or an investment opportunity with incredible potential, this property delivers on every level! The combination of a quality home, substantial acreage, amazing outbuildings, and that perfect location makes this a rare find. Don't miss this incredible opportunity to own your slice of Kansas countryside with all the conveniences of modern living! The outdoor hydrants located on the property are connected to a well not located on the property. The well will be terminated, and the hydrants will need to be connected to the home's water supply if desired. Taxes on the individual parcels will be estimated at closing as final amounts will not be available until such time as the lot split is finalized. *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 check, or immediately available, certified funds in the amount of \$20,000.

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	9/2/2025	2 - Open for Preview
Auction Start Time	2:00pm	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Buyer Premium Y/N	Yes	2 - Open End Time
Premium Amount	0.10	3 - Open for Preview
Earnest Money Y/N	Yes	3 - Open/Preview Date
Earnest Amount %/\$	20,000.00	3 - Open Start Time
Auction End Date	9/11/2025	3 - Open End Time
Auction End Time	2:00pm	

TERMS OF SALE

Terms of Sale See terms and conditions

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.

ALL FIELDS CUSTOMIZABLE



MLS # 660024
Class Land
Property Type Undeveloped Acreage
County Butler
Area SCKMLS
Address 9.8+/- Acres on SW 150th St
Address 2
City Augusta
State KS
Zip 67010
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 1



GENERAL

List Agent - Agent Name and Phone	Andrew Jones - CELL: 316-323-2790	List Date	7/31/2025
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	Isaac Klingman	Display on Public Websites	Yes
Co-List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Display Address	Yes
Showing Phone	888-874-0581	VOW: Allow AVM	Yes
Zoning Usage	Single Family	VOW: Allow 3rd Party Comm	Yes
Parcel ID	0083161400000013.000	Virtual Tour Y/N	
Number of Acres	9.80	Days On Market	11
Price Per Acre	0.00	Cumulative DOM	11
Lot Size/SqFt	426888	Cumulative DOMLS	
School District	Rose Hill Public Schools (USD 394)	Input Date	8/11/2025 3:51 PM
Elementary School	Rose Hill	Update Date	8/11/2025
Middle School	Rose Hill	Status Date	8/11/2025
High School	Rose Hill	HotSheet Date	8/11/2025
Subdivision	NONE LISTED ON TAX RECORD	Price Date	8/11/2025
Legal			

DIRECTIONS

Directions Augusta - West on US-54/Hwy400, South on Santa Fe Lake Rd, West on 150th St

FEATURES

SHAPE / LOCATION Rectangular	UTILITIES AVAILABLE Electricity	FLOOD INSURANCE Unknown	AGENT TYPE Sellers Agent
TOPOGRAPHIC Pond/Lake Rolling Wooded	IMPROVEMENTS None	SALE OPTIONS Other/See Remarks	OWNERSHIP Individual
PRESENT USAGE Hay (Various Types) Recreational	OUTBUILDINGS None	PROPOSED FINANCING Other/See Remarks	TYPE OF LISTING Excl Right w/o Reserve
ROAD FRONTAGE Paved County	MISCELLANEOUS FEATURES None	POSSESSION At Closing	BUILDER OPTIONS Open Builder
	DOCUMENTS ON FILE Aerial Photos	SHOWING INSTRUCTIONS Call Showing #	
		LOCKBOX None	

FINANCIAL

Assumable Y/N	No
General Taxes	\$0.00
General Tax Year	2024
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Security 1st Title

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Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	9/2/2025	2 - Open for Preview
Auction Start Time	2pm	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	Wednesday, 9/10/25 @ 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 %/\$	10,000.00	3 - Open End Time

TERMS OF SALE

Terms of Sale See terms and conditions

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



DISCLAIMER

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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.

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.

Seller's Property Disclosure

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 12320 SW 150th St. - Augusta, KS 67010

Seller:

Date of Purchase

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

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

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

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

PART I

APPLIANCES						ELECTRICAL							
TRANSFERS TO BUYER		Smart Device	Indicate the condition of the following items by marking the appropriate boxes.	TRANSFERS TO BUYER		Smart Device	Indicate the condition of the following items by marking the appropriate boxes.						
None	Does Not Transfer			Working	Not Working			Don't Know					
☐	☐	☒	☐	☐	☐	☐	Disposal	☐	☐	☒	☐	☐	Smoke/Fire Detectors
☐	☐	☒	☐	☐	☐	☐	Dishwasher	☐	☐	☒	☐	☐	Light Fixtures
☐	☐	☒	☐	☐	☐	☐	Oven	☐	☐	☒	☐	☐	Switches/Outlets
☐	☐	☒	☐	☐	☐	☐	Range (Circle One) Gas Electric	☐	☐	☒	☐	☐	Ceiling Fan(s)
☐	☐	☒	☐	☐	☐	☐	Microwave	☐	☐	☒	☐	☐	Bathroom Vent Fan(s)
			Built in (Circle One) YES NO			☐	Telephone Wiring/Blocks/Jacks	☐	☐	☒	☐	☐	Door Bell
☐	☐	☒	☐	☐	☐	☐	Range Hood	☐	☐	☒	☐	☐	Intercom
			Vented Outside (Circle One) YES NO			☒	Garage Door Opener	☒	☐	☐	☐	☐	Keypad Entry: (Circle One) YES NO
☐	☐	☒	☐	☐	☐	☐	Kitchen Refrigerator	☐	☒	☐	☐	☐	Aluminum Wiring
☐	☒	☐	☐	☐	☐	☐	Clothes Washer	☒	☐	☐	☐	☐	Copper Wiring
☐	☒	☐	☐	☐	☐	☐	Clothes Dryer	☐	☒	☐	☐	☐	220 Volt
☐	☐	☒	☐	☐	☐	☐	Trash Compactor	☐	☒	☐	☐	☐	Service Panel Total Amps
☒	☐	☐	☐	☐	☐	☐	Central Vacuum	☐	☒	☐	☐	☐	Solar Equipment - (Circle One) Own Rent/Lease Company
☒	☐	☐	☐	☐	☐	☐	Exterior Attached Gas Grill	☐	☐	☐	☐	☐	Wind - (Circle One) Own Rent/Lease
☐	☐	☐	☐	☐	☐	☐	Other: _____	☒	☐	☐	☐	☐	Hydroelectric - (Circle One) Own Rent/Lease
☐	☐	☐	☐	☐	☐	☐	Other: _____	☒	☐	☐	☐	☐	Security System - (Circle One) Own Rent/Lease Company
☐	☐	☐	☐	☐	☐	☐	Other: _____	☒	☐	☐	☐	☐	Audio/Video Surveillance System
Comments:													

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

PART II

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

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

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

YES	NO	DON'T KNOW	SECTION 2 ROOF/INSULATION
	☒	☐	Age: _____ Type: _____
☐	☒	☐	To your knowledge, are there any ☐ PAST ☐ PRESENT roof leaks? (Mark One) If any, identify details below.
☐	☒	☐	During your ownership, has the roof ever been ☐ REPLACED? ☐ REPAIRED? (Mark One) If YES, Date: _____ (Identify details below.) <i>Added gavage to match</i>
☐	☒	☐	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☐	☒	☐	Do you know of any problems with chimneys or chases? (If YES, explain below.)
☐	☒	☐	Do you know of any problems with roof, roof structure or rain gutters? (If YES, explain below.)
☒	☐	☐	Is there insulation in the ceiling/attic?
Additional Comments: _____			

YES	NO	DON'T KNOW	SECTION 3 MOLD/MILDEW
According to the EPA, molds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the naked eye, and float through outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. Inhaling or touching mold spores may cause allergic reactions in sensitive individuals.			
To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)			
☐	☒	☐	Presence of any mold/mildew in the property?
☐	☒	☐	Any problems created by mold or mildew for occupants of the structure during your ownership?
☐	☒	☐	Have you had any inspections for mold or mildew? If YES, Date: _____ (If YES, explain below.)
☐	☒	☐	Have you received any reports pertaining to mold or mildew on or within the structure? (If YES, attach.)
☐	☒	☐	Has the property had any professional mold remediation during your ownership? If YES, Date: _____
Additional Comments: _____			

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

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

YES	NO	DON'T KNOW	SECTION 4 WATER/SEWAGE SYSTEMS	
☒	☒	☐	Is the property connected to City Water?	
☒	☐	☐	Is the property connected to Rural Water? If YES, Transfer Fee: _____ District: _____	
☐	☒	☐	Is the property connected to any private water systems? (Mark all that apply.)	
			☐ Drinking Well	☐ Irrigation Well ☐ Geo-Thermal Well
☐	☒	☐	Working?	Type: _____ Location: _____ Depth: _____
☐	☒	☐	Working?	Type: _____ Location: _____ Depth: _____
☐	☒	☐	Working?	Type: _____ Location: _____ Depth: _____
☐	☒	☐	Has the water in any wells shown test results of contamination? (If YES, explain below.)	
☐	☒	☐	Is the property connected to a public sewer system? If shared lagoon/septic system, explain below.	
☐	☒	☐	Is the property connected to a septic system? Date Last Pumped: _____	
			Tank Size: _____	Location: _____
			# feet laterals: _____	# Feet infiltrators: _____ Location: _____
☒	☐	☐	Is the property connected to a lagoon system? Location: _____	
☐	☒	☐	Is the property connected to some other type of waste disposal system? (If YES, explain below.)	
☐	☒	☐	Has the main waste disposal line ever been snaked or scoped?	
☐	☒	☐	To your knowledge, is there any problem relating to the waste disposal system?	
Additional Comments:				

YES	NO	DON'T KNOW	SECTION 5 WATER INTRUSION/LEAKS	
<i>To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)</i>				
☐	☒	☐	Any water leakage in or around the fireplace or chimney?	
☐	☒	☐	Any water leakage around (If YES, mark all that apply.) ☒ WINDOWS ☐ SKYLIGHTS ☒ DOORS?	
☐	☒	☐	Any leaks occurring in any plumbing, water supply lines, drains, sewer lines, etc.?	
☐	☒	☐	Any leaks caused by appliances?	
☐	☒	☐	Any leaks from any condensation drain lines, humidifier, dehumidifier, etc.?	
☐	☒	☐	Any water leakage into (If YES, mark all that apply.) ☒ BASEMENT ☐ CRAWL SPACE	
☐	☒	☐	Any accumulation of water within the basement/crawl space?	
☒	☐	☐	Sump Pump(s)	Location(s): <u>NW corner & at walk out</u>
☒	☐	☐	Drain Tiles (If YES, mark all that apply.)	☒ INTERIOR ☒ EXTERIOR
Additional Comments:				

YES	NO	DON'T KNOW	SECTION 6 PEST, WOOD INFESTATION & DRY ROT	
☐	☒	☐	Do you have any knowledge of the following items on/affecting the property? (Mark all that apply.)	
			☐ WOOD DESTROYING INSECTS	☐ DRY ROT ☐ OTHER WOOD INFESTATION
☐	☒	☐	Any knowledge of any damage to the property caused by the following items? (Mark all that apply.)	
			☐ WOOD DESTROYING INSECTS	☐ DRY ROT ☐ OTHER WOOD INFESTATION
☐	☒	☐	Have there been any repairs of such damage? (If YES, explain below.)	
☐	☒	☐	Is the property currently under a termite warranty or other coverage by a licensed pest control company?	
			Company: _____	Warranty Expiration Date: _____
☐	☒	☐	Any wood destroying insects control reports in the last 5 years? (If YES, explain below.)	
☐	☒	☐	Any professional wood destroying insects control treatments in the last 5 years? (If YES, explain below.)	
☐	☒	☐	Any pest control reports in the last 5 years? (If YES, explain below.)	
☐	☒	☐	Any professional pest control treatments in the last 5 years? (If YES, explain below.)	
Additional Comments:				

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

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

SECTION 7

ENVIRONMENTAL CONDITIONS

YES	NO	DON'T KNOW	
☐	☒	☐	Is the property located in a subdivision with a master drainage plan?
☒	☐	☐	If YES, is the property in compliance?
☐	☒	☐	Has the property ever had any drainage problems during your ownership? (If YES, explain below.)
☐	☒	☐	Are there any producing or non-producing gas/oil wells on the property or adjacent property?
☒	☐	☐	Do mineral rights convey to buyer? If NO, please define: _____
			Groundwater contamination has been detected in several areas in the State of Kansas.
☐	☒	☐	Are you aware of groundwater contamination or other environmental concerns?
☐	☒	☐	Any reports or records pertaining to groundwater contamination or other environmental concerns?
☐	☒	☐	Are there any diseased or dead trees and shrubs?
			To your knowledge, are any of the following substances, materials, products on the real property? (YES or NO Only.)
☐	☒	☐	Asbestos
☐	☒	☐	Contaminated soil or water (including drinking water)
☐	☒	☐	Landfill or buried materials
☐	☒	☐	Lead-based paint (If YES, attach disclosure.)
☐	☒	☐	Radon gas in house or well Has a mitigation system been installed? (Mark One) ☐ YES ☐ NO
☐	☒	☐	Methane Gas
☐	☒	☐	Oil sheers in wet areas
☐	☒	☐	Radioactive material
☐	☒	☐	Toxic material disposal (solvents, chemicals, etc.)
☐	☒	☐	Underground fuel or chemical storage tanks
☐	☒	☐	EMFs (Electro Magnetic Fields)
☐	☒	☐	Urea formaldehyde foam insulation (UFFI)
☐	☒	☐	Other: _____
☐	☒	☐	Are you aware if any portion of the property has ever been used for the manufacture of, or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy, LSD or any other illegal substances?
☐	☒	☐	To your knowledge, are any of the above conditions present near your property?
Comments:			

SECTION 8

BOUNDARIES/LAND

YES	NO	DON'T KNOW	
☒	☐	☐	Have you had a survey of the property? (If YES, attach copy if available.)
☒	☐	☐	Are the boundaries of your property marked in any way?
☐	☒	☐	Is there any fencing on the boundaries of the property?
☐	☒	☐	Does fencing belong to the property? If YES, which sides? _____
☒	☐	☐	Are there any features of the property shared in common with adjoining landowners, such as, walls, fences, roads, driveways? (If YES, explain below.) 3 ponds are shared
☐	☒	☐	Is the property owner responsible for maintenance of any such shared feature(s)?
☐	☒	☐	To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
☐	☒	☐	To your knowledge, is any portion of the property located in a federally designated flood plain?
☐	☒	☐	Do you currently, or have you ever, paid flood insurance for the property?
☐	☒	☐	To your knowledge, is any portion of the property located in a designated wetlands area?
☐	☒	☐	Do you know of any of the following items that have occurred on the property or in the immediate area? (Mark all that apply.)
			☐ EXPANSIVE SOIL ☐ EARTH MOVEMENT
			☐ FILL DIRT ☐ UPHEAVAL
			☐ SLIDING ☐ EARTH STABILITY PROBLEMS
			☐ SETTLING
Comments:			

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

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

SECTION 9

SPECIAL ASSESSMENTS AND HOMEOWNER'S ASSOCIATION

The law requires that the Seller disclose the existence of special assessments against a property.

- ☐ ☒ ☐ Any current/pending bonds, assessments, or special taxes that apply to property?
- ☐ ☒ ☐ The property may be subject to special assessments or is located in an improvement district?
(Refer to relevant tax disclosure - Mark One).
- ☐ Owner ☐ County ☐ Public Record ☐ Other: _____
- ☐ ☒ ☐ Is the property subject to rules or regulations of an active Homeowner's Association?
- ☐ Annual Dues? _____ Initiation Fee? _____
- ☐ Homeowner's Association contact information: _____
- ☐ ☒ ☐ Is the property subject to a right of first refusal?
- ☐ ☒ ☐ Is the property subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions?
- ☐ ☒ ☐ Any violations of such covenants and restrictions?

Comments:

SECTION 10

MISCELLANEOUS

- ☐ ☒ ☐ Have any improvements or repairs (including, but not limited to, HVAC, plumbing, electrical, structural additions) been made to the property **without obtaining required permits**?
- ☐ ☒ ☐ Are any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions?
- ☐ ☒ ☐ Is the present use of the property a non-conforming use?
- ☒ ☐ ☐ Have there been any insurance claims during the seller's ownership?
- ☒ ☐ ☐ Were repairs made? If so, explain: minor smoke damage stove top do to over heated skillet
- ☐ ☒ ☐ Is there any unrepaired damage due to hail, storm, wind, fire or flood?
- ☐ ☒ ☐ Are there any stains, tears, burns, holes, etc., in the property that are not readily visible?
- ☐ ☒ ☐ Does a pet(s) reside or has a pet(s) ever resided in or on the property?
- ☐ ☒ ☐ Is there any damage due to pets, interior/exterior, including, but not limited to, odors, stains, etc.?
- ☒ ☐ ☐ Do all window and door treatments remain? If NO, please list: _____
- ☐ ☒ ☐ Does any other personal property remain? If YES, please list: _____
- ☐ ☒ ☐ Does the property contain any of the following? (Mark all that apply.)
- ☐ ☒ ☐ ☐ Swimming Pool ☐ Spa ☐ Hot Tub ☐ Sauna ☐ Water Feature
- ☐ ☒ ☐ If YES, are either of the following heated? ☐ Swimming Pool ☐ Spa If yes, type of heat? _____
- ☐ ☒ ☐ Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature?
- ☐ Explain: _____
- ☐ ☒ ☐ Is the property in a historic, holistic, conservation or special review district, that requires any alterations or improvements to the Property, be approved by a board or commission?
- ☐ ☒ ☐ Are there any other facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property?
- ☐ ☒ ☐ Are there any transferable warranties on the property or any of its components?

Comments:

Any Additional Comments For Part II:

SELLER'S PROPERTY DISCLOSURE STATEMENT - for Land Only

(To be completed by Seller)

This report supersedes any list appearing in the MLS

1 Property Address: 12320 SW 150th St. - Augusta, KS 67010
2 Seller: Mary Jane Stoffie Date of Purchase: May 1987
3 Property currently zoned as: Rural Residential

4 **Message to the Seller:** This statement is a disclosure of the condition of the above described Property known by the SELLER on
5 the date that it is signed. It is not a warranty of any kind by the SELLER(S) or any real estate licensees involved in this transaction,
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18 professional inspections of the Property. (6) Investigate the surrounding area.

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

None
Does Not Transfer
Working
Not Working
Don't Know

PART I

Indicate the condition of the following items by marking the appropriate box.
Check only one box for each item.

WATER SYSTEMS

20
21 ☒ ☐ ☐ ☐ ☐ Well/Pump _____
22 ☐ ☐ ☐ ☐ ☐ Drinking _____ Irrigation _____
23 ☐ ☐ ☐ ☐ ☐ Location _____
24 ☐ ☐ ☐ ☐ ☐ Depth _____
25 ☐ ☐ ☐ ☐ ☐ Type _____
26 If on well water, has water ever shown test results of contamination? ☐ Yes ☐ No
27 Is the property connected to ☐ city ☒ rural water systems?
28 Rural Water Transfer? ☒ Yes ☐ No Transfer Fee \$ Unknown
29 ☒ ☐ ☐ ☐ ☐ Cistern _____
30 ☐ ☐ ☐ ☐ ☐ Other _____
31 Comments: _____
32

DRAINAGE/SEWAGE SYSTEMS

33
34 ☐ ☐ ☒ ☐ ☐ Sewer Lines _____
35 ☒ ☐ ☐ ☐ ☐ Septic/Laterals _____
36 ☐ ☐ ☒ ☐ ☐ Lagoon _____
37 ☒ ☐ ☐ ☐ ☐ Tank Size _____ Location _____
38 ☒ ☐ ☐ ☐ ☐ # Feet of Laterals _____
39 ☐ ☐ ☐ ☐ ☐ Other _____
40 ☐ ☐ ☐ ☐ ☐ Other _____
41 Comments: _____
42

Seller's Initials MJS Buyer's Initials _____

PART II

Answer questions to the best of your (Seller's) knowledge.

None
Does Not Transfer
Working
Not Working
Don't Know

GAS/ELECTRIC

- 43 ☒ ☐ ☐ ☐ ☐ Is there a propane tank on the property?
 44 If yes, is it ☐ owned ☐ leased?
 45 Company: _____
 46 ☒ ☐ ☐ ☐ ☐ Are there solar panels on the property?
 47 If yes, are they ☐ owned ☐ rented/leased?
 48 Company: _____
 49 ☒ ☐ ☐ ☐ ☐ Are there wind turbines on the property?
 50 If yes, are they ☐ owned ☐ rented/leased?
 51 Company: _____
 52 ☒ ☐ ☐ ☐ ☐ Is there hydroelectric on the property?

Yes
No
Don't Know

- 53 ☐ ☒ ☐ Is gas connected to property? If not, distance to nearest source: _____
 54 ☒ ☐ ☐ Is electricity connected to property? If not, distance to nearest source: _____
 55 ☐ ☐ ☒ To your knowledge, is there any additional costs to hook up utilities?
 56 If yes, please explain: _____
 57 _____
 58 Comments: _____
 59 _____

DRAINAGE/SEWAGE SYSTEMS

- 60 ☐ ☒ ☐ Is property connected to a public sewer system?
 61 If yes, no explanation required.
 62 ☒ ☐ ☐ Is there a septic tank/lagoon system serving this property?
 63 If yes, when was it last serviced? Date: _____
 64 ☐ ☒ To your knowledge, is there any problems relating to the septic tank/cesspool/sewer system?
 65 ☐ ☒ To your knowledge, is the property located in a federally designated flood plain or wetlands area?
 66 ☐ ☒ ☐ Is the property located in a subdivision with a master drainage plan?
 67 ☐ ☐ ☒ If so, is this property in compliance?
 68 ☐ ☒ ☐ Has the property ever had a drainage problem during your ownership?
 69 ☐ ☒ ☐ Do you currently pay flood insurance?
 70 ☐ ☐ Other drainage/sewage systems and their conditions: _____
 71 Comments: _____
 72 _____

BOUNDARIES/LAND

- 73 ☒ ☐ ☐ Have you had a survey of your property?
 74 ☒ ☐ ☐ Are the boundaries of your property marked in any way?
 75 ☐ ☒ ☐ Is there any fencing on the boundary(ies) of the property?
 76 ☐ ☒ ☐ If yes, does the fencing belong to the property?
 77 ☐ ☒ To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
 78 ☐ ☒ ☐ Are there any features of the property shared in common with adjoining landowners, such as walls, fences,
 79 roads, driveways? Ponds
 80 ☐ ☒ ☐ Is this property owner responsible for maintenance of any such shared feature?
 81 ☐ ☒ ☐ Do you know of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability
 82 problems that have occurred on the property or in the immediate neighborhood?
 83 Comments: _____
 84 _____

Seller's Initials

mgj

Buyer's Initials

Yes No Don't Know

HOMEOWNER'S ASSOCIATION

Is the property subject to rules or regulations of any homeowner's association?

Annual dues \$ _____ Initiation Fee \$ _____

To your knowledge, are there any problems relating to any common area?

Have you been notified of any condition which may result in an increase in assessments?

Comments: _____

ENVIRONMENTAL CONDITIONS

To your knowledge, are any of the following substances, materials, or products present on the real property?

Asbestos

Contaminated soil or water (including drinking water)

Landfill or buried materials

Methane gas

Oil sheers in wet areas

Radioactive material

Toxic material disposal (e.g., solvents, chemicals, etc.)

Underground fuel or chemical storage tanks

EMFs (Electro Magnetic Fields)

Gas or oil wells in area

Other

To your knowledge, are any of the above conditions present near your property?

Comments: _____

MISCELLANEOUS

To your knowledge:

Are there any gas/oil wells on the property or adjacent property?

Is the present use of the property a non-conforming use?

Are there any violations of local, state or federal government laws or regulations relating to this property?

Is there any existing or threatened legal or regulatory action affecting this property?

Are there any current special assessments or do you have knowledge of any future assessments?

Are there any proposed or pending zoning changes on this or adjacent property?

Are any local, state, or federal agencies requiring repairs, alterations or corrections of any existing conditions?

Are there any diseased or dead trees or shrubs?

Is the property located in an area where public authorities have or are contemplating condemnation proceedings?

Are there any facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property? If yes, please explain below.

Comments: _____

Seller Owns:

Mineral Rights:

_____ % pass with the land to the Buyer _____ % remain with the Seller

_____ % are owned by third party _____ unknown

Are there any oil, gas, or wind leases of record or Other? Please explain: _____

Crops planted at the time of sale:

_____ pass with the land to the Buyer _____ remain with the Seller

_____ none _____ negotiable

_____ Other (please describe): _____

Seller's Initials mgd

Buyer's Initials _____

Tenant's rights apply to the subject property with lease or shares as follows: _____

Water Rights:

_____ pass with the land to the Buyer - Permit # _____
_____ remain with the Seller - Permit # _____
_____ have been terminated

Comments: _____

SELLER'S ACKNOWLEDGMENT

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

Mary Jane Stogge 7/29/25
Seller _____ Date _____ Seller _____ Date _____

OR

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by Seller. I have not occupied this property in _____ years and am not familiar with all conditions represented in this form.

Mary Jane Stogge 7/29/25
Seller _____ Date _____ Seller _____ Date _____

BUYER'S ACKNOWLEDGMENT AND AGREEMENT

1. I personally have carefully inspected the property. I will rely upon the inspections encouraged under my contract with Seller. Subject to any inspections, I agree to purchase the property in its present condition without representations or guarantees of any kind by the Seller or any REALTOR® concerning the condition or value of the property.
2. I agree to verify any of the above information that is important to me by an independent investigation of my own. I have been advised to have the property examined by professional inspectors.
3. I acknowledge that neither Seller nor any REALTOR® involved in this transaction is an expert at detecting or repairing physical defects in the property. I state that no important representations concerning the condition of the property are being relied upon by me except as disclosed above or as fully set forth as follows: _____
4. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes after April 14, 1994, to register with the sheriff of the county in which they reside. I have been advised that if I desire information regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office.
5. I acknowledge that McConnell Air Force Base is located within Sedgwick County and is an operational military Air Force base that is open 24 hours a day and activity at that base may generate noise. The volume, pitch, amount and frequency of noise may be affected by future changes in McConnell Air Force Base activity. I have been informed that if I desire information regarding potential for noise caused by the aircraft operations associated with McConnell Air Force Base and its operations, I may find information by contacting the Metropolitan Area Planning Department.

Buyer _____ Date _____ Buyer _____ Date _____

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Seller's Initials mjs

Buyer's Initials _____

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).

OR

(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).

OR

(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.

Seller	<u>Nancy Jane Stogdole</u>	Date	<u>7/29/25</u>	Seller		Date	
Purchaser		Date		Purchaser		Date	
Agent	<u>Andrew Jaks</u>	Date	<u>7/29/25</u>	Agent		Date	



WATER WELL INSPECTION REQUIREMENTS

Property Address: 12320 SW 150th St. - Augusta, KS 67010

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 X

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

Location of Well: _____

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

If yes, what type? Septic _____ Lagoon X

Location of Lagoon/Septic Access: North of home

Mary Jane Stoffe
Owner/Seller

7/29/25
Date

Owner/Seller

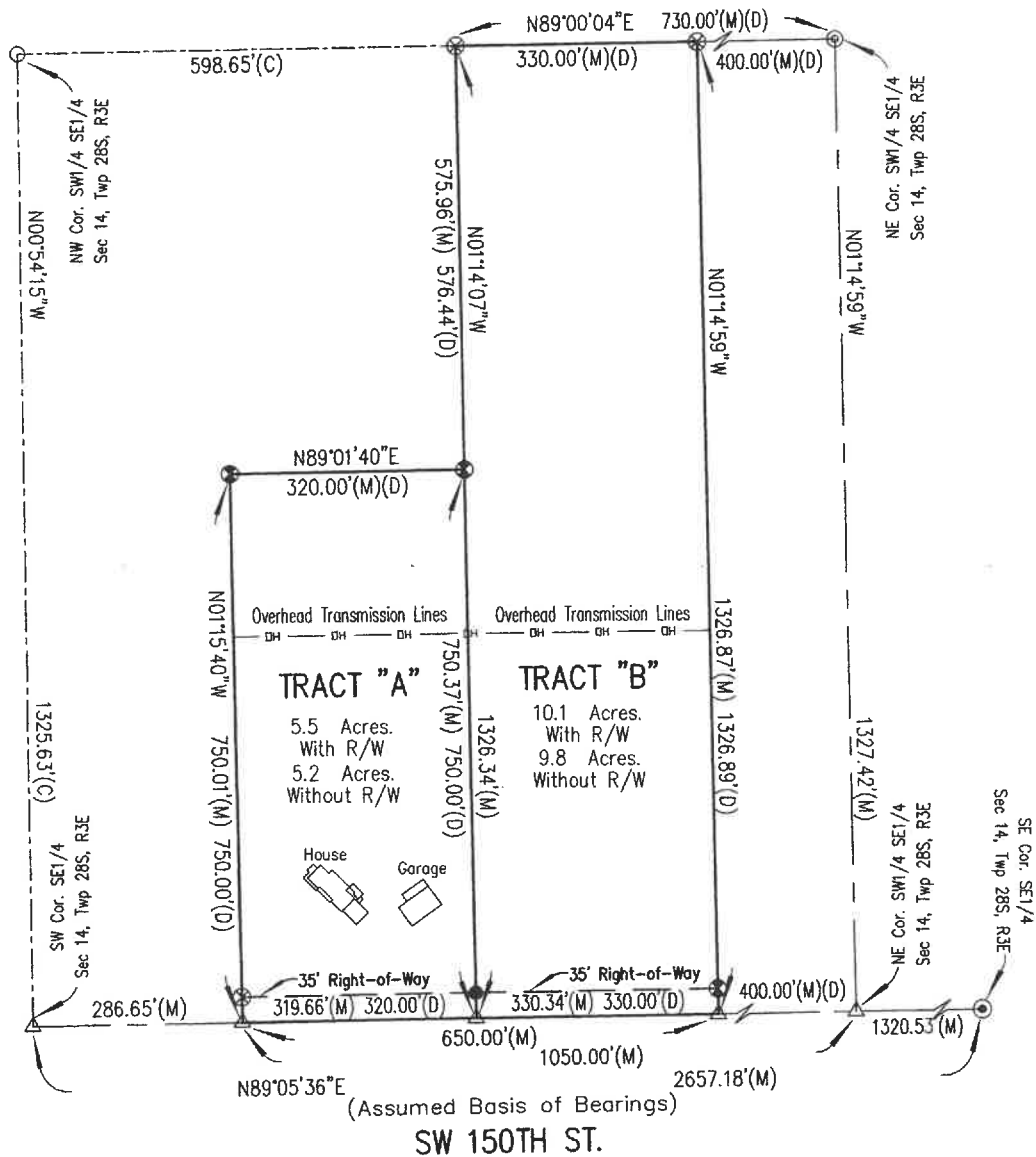
Date

Buyer

Date

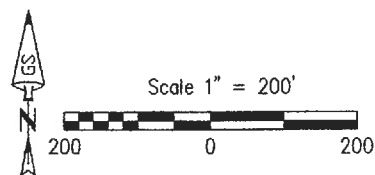
Buyer

Date



Legend

- Set 5/8"x24" Rebar & CLS 251 Cap
- △ Set PK Nail in Asphalt
- ⊗ Found 5/8" Rebar W/Armstrong LS 780 Cap
- ⊗ Found 5/8" Rebar (Set by Armstrong)
- ⊗ Found 1" Rebar (Armstrong)
- ⊙ Found Mag Nail in Asphalt
- Theoretical Per Measurement Info.
- (M) Measured (D) Deeded



CERTIFICATE OF SURVEY

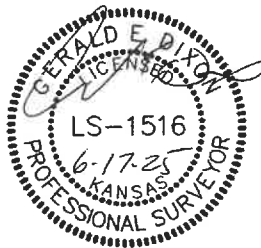
I Gerald E. Dixon, P.S. 1516 a Professional Land Surveyor in the State of Kansas, do hereby certify that this is a true and correct Plat of Survey made on June 10, 2025.

LEGAL DESCRIPTION TRACT "A"

A 5.5 Acre Tract in the Southwest Quarter of the Southeast Quarter of Section 14, Township 28 South, Range 3 East of the Sixth Principal Meridian, Butler County, Kansas, more particularly described by Gerald E. Dixon, P.S. 1516, June 10, 2025; as being the West 320.00 feet, of the East 1050.00 feet, of the South 750.00 feet of said Southwest Quarter of the Southeast Quarter of Section 14. Tract contains 5.5 Acres with Road Right of Way Included. Tract contains 5.2 Acres without Road Right of Way Included.

LEGAL DESCRIPTION TRACT "B"

A 10.1 Acre Tract in the Southwest Quarter of the Southeast Quarter of Section 14, Township 28 South, Range 3 East of the Sixth Principal Meridian, Butler County, Kansas, more particularly described by Gerald E. Dixon, P.S. 1516, June 10, 2025; as being the West 330.00 feet, of the East 730.00 feet, of said Southwest Quarter of the Southeast Quarter of Section 14. Tract contains 10.1 Acres with Road Right of Way Included. Tract contains 9.8 Acres without Road Right of Way Included.



CERTIFICATION

Reviewed in accordance with K.S.A. 58-2005 on this _____ day of _____, 2025

R.L.S. 1160

Michael A. Work, Butler County Surveyor

12320 SW 150th St., Augusta, KS 67010 - Rural



Parcel Data	C-Commercial District	T-Town District
BLDG LL	MH-Manufactured Home District	UJ-Urban Jurisdiction
Rural Zoning Districts	PRD-A-Planned Residential District A	URB-Urban District
Updates in Progress	PRD-B-Planned Residential District B	Zoning Variances
AG-40 Agricultural District - 40	R-Residential District	Subdivisions
AG-80 Agricultural District - 80	RE-Residential Estate District	Cemetery_Plats
	RR-Rural Residential District	

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

12320 SW 150th St., Augusta, KS 67010 - Aerial



- Parcel Data
- BLDG LL
- Subdivisions
- Cemetery_Plots

RoadCenterline

ROAD_TYPE

- CITY
- COUNTY ASPHALT
- COUNTY GRAVEL
- KANSAS TURNPIKE

- PAPER
- PRIVATE
- STATE HWY
- TOWNSHIP
- US HWY
- <all other values>

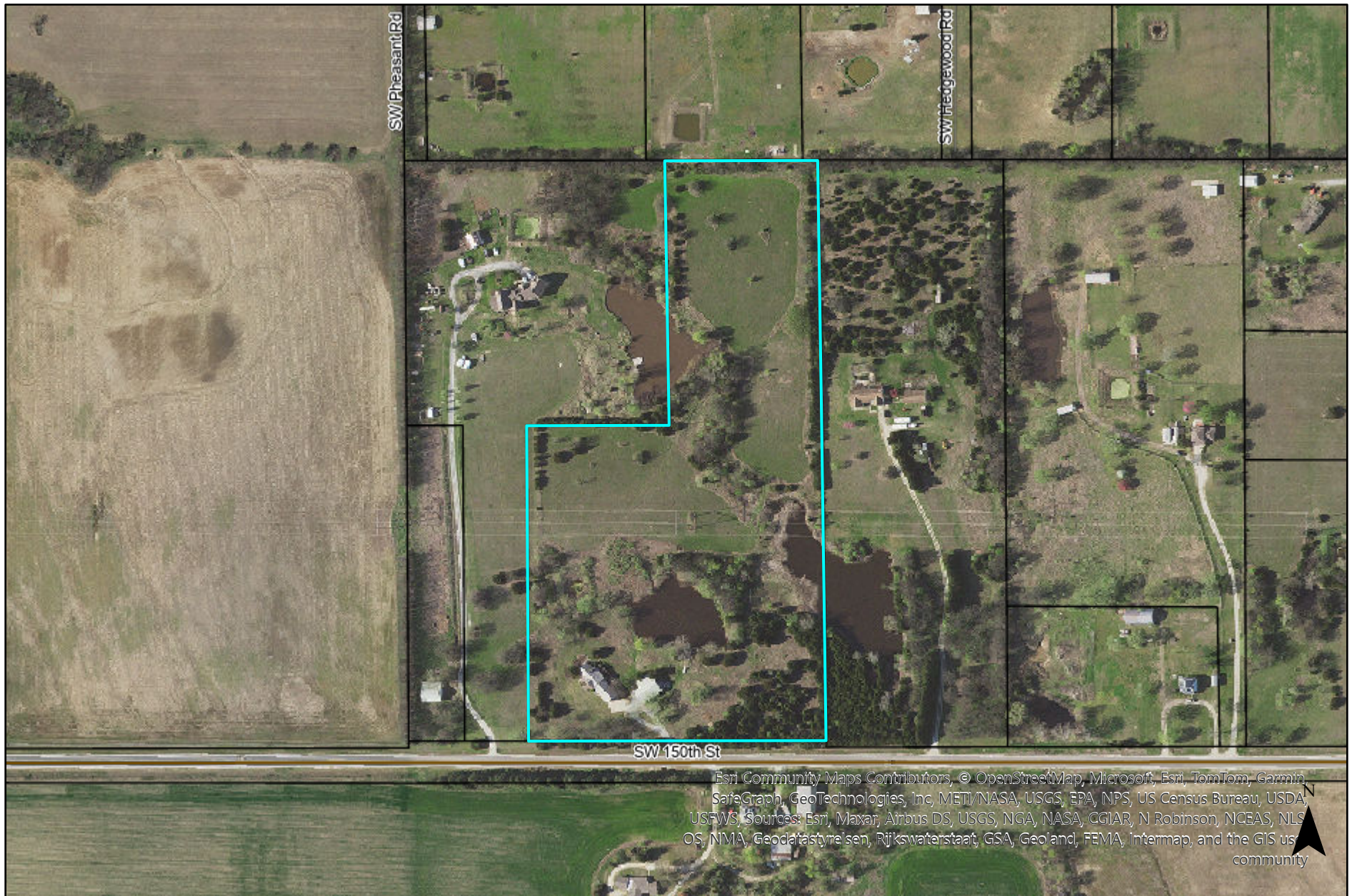
Parcel_

SYMBOL

- Conti
- Conti
- Lot
- Lot

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

12320 SW 150th St., Augusta, KS 67010 - Flood Map



Parcel_Data_BldgLL_Condo
Primary Frontal Dunes

Flood Hazard Zones

Zone Type

1% Annual Chance Flood Hazard
Regulatory Floodway

Special Floodway
Area of Undetermined Flood Hazard
0.2% Annual Chance Flood Hazard
Future Conditions 1% Annual Chance Flood Hazard
Area with Reduced Risk Due to Levee

Area with Risk
Flood Hazard
Line Type
Limit Lines

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

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)*

