

PROPERTY INFORMATION PACKET

THE DETAILS



454 S. Howe Rd. | Wichita, KS 67209

AUCTION: Saturday, June 9th @ TBD

12041 E. 13th St. N., Wichita, KS, 67206
316.683.0612 • 800.544.4489
www.McCurdyAuction.com



McCurdy
AUCTION LLC
REAL ESTATE SPECIALISTS



Table of Contents

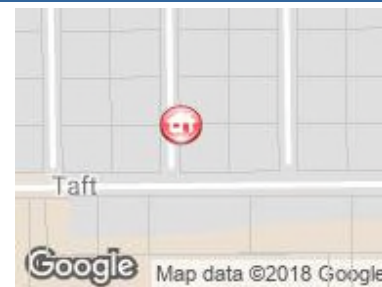
- PROPERTY DETAIL PAGE
- LEAD BASED PAINT DISCLOSURE
- WATER WELL ORDINANCE
- GROUNDWATER ADDENDUM
- ZONING MAP
- FLOOD ZONE MAP
- AERIAL
- PLAT MAP
- TERMS AND CONDITIONS
- GUIDE TO AUCTION COSTS

The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or McCurdy was obtained from a variety of sources and seller and McCurdy have not made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid.

ALL FIELDS CUSTOMIZABLE



MLS # 551063
Status Active
Contingency Reason
Area 128
Address 454 S HOWE ST
City Wichita
Zip 67209
Asking Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms	3	Approx. AGLA	1850
Total Bedrooms	3.00	AGLA Source	Court House
AG Full Baths	2	Approx. BFA	492.00
AG Half Baths	1	BFA Source	Court House
Total Baths	3	Approx. TFLA	2,342
Garage Size	2	Lot Size/SqFt	23656
Basement	Yes - Partially Finished	Number of Acres	0.54
Levels	One Story		
Approximate Age	51 - 80 Years		
Acreage	City Lot		

GENERAL

List Agent - Agent Name and Phone	RICK W BROCK - HOME: 316-683-0612	Master Bedroom Level	Main
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-683-0612	Master Bedroom Dimensions	15'8"x13'
Co-List Agent - Agent Name and Phone		Master Bedroom Flooring	Carpet
Co-List Office - Office Name and Phone		Living Room Level	Main
Showing Phone	316-945-7400	Living Room Dimensions	14'x25'3"
Year Built	1959	Living Room Flooring	Carpet
Parcel ID	20173-138-27-0-21-06-005.00	Kitchen Level	Main
School District	Wichita School District (USD 259)	Kitchen Dimensions	14'10"x11'1"
Elementary School	Benton	Kitchen Flooring	Tile
Middle School	Wilbur	Room 4 Type	Dining Room
High School	Northwest	Room 4 Level	Main
Subdivision	WESTERLEA VILLAGE ADDITION	Room 4 Dimensions	11'2"x11'6"
Legal	LOT 5 BLOCK L WESTERLEA VILLAGE ADD.	Room 4 Flooring	Wood
List Date	5/4/2018	Room 5 Type	Bedroom
Display Address	Yes	Room 5 Level	Main
Sub-Agent Comm	0	Room 5 Dimensions	12'9"x10'2"
Buyer-Broker Comm	3	Room 5 Flooring	Wood
Transact Broker Comm	3	Room 6 Type	Bedroom
Variable Comm	Non-Variable	Room 6 Level	Main
Days On Market	7	Room 6 Dimensions	12'3"x10'2"
Input Date	5/11/2018 2:08 PM	Room 6 Flooring	Wood
Update Date	5/11/2018	Room 7 Type	Family Room
Status Date	5/11/2018	Room 7 Level	Main
Price Date	5/11/2018	Room 7 Dimensions	14'2"x19'5"
		Room 7 Flooring	Wood Laminate
		Room 8 Type	Bonus Room
		Room 8 Level	Basement
		Room 8 Dimensions	12'3"x7'4"
		Room 8 Flooring	Carpet
		Room 9 Type	Rec. Room
		Room 9 Level	Basement
		Room 9 Dimensions	36'1"x13'1"
		Room 9 Flooring	Carpet
		Room 10 Type	
		Room 10 Level	
		Room 10 Dimensions	
		Room 10 Flooring	
		Room 11 Type	
		Room 11 Level	
		Room 11 Dimensions	
		Room 11 Flooring	

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

DIRECTIONS

Directions W. Maple St. & S. Ridge Rd. - East to S. Howe St., South to Home.

FEATURES

ARCHITECTURE

Ranch

EXTERIOR CONSTRUCTION

Masonry-Brick

Vinyl/Metal Siding

ROOF

Composition

LOT DESCRIPTION

Standard

FRONTAGE

Paved Frontage

EXTERIOR AMENITIES

Covered Patio

Deck

Fence-Wood

Guttering

Irrigation Pump

Irrigation Well

Security Light

Sprinkler System

Storm Door(s)

Storm Windows/Ins Glass

Other/See Remarks

GARAGE

Attached

Detached

Opener

FLOOD INSURANCE

Unknown

UTILITIES

Sewer

Natural Gas

Private Water

BASEMENT / FOUNDATION

Partial

Std Bsmt Window no-egress

BASEMENT FINISH

Bsmt Rec/Family Room

Bsmt Bonus Room

COOLING

Central

Electric

HEATING

Forced Air

Gas

DINING AREA

Formal

FIREPLACE

Two

Living Room

Family Room

Woodburning

Insert

KITCHEN FEATURES

Pantry

Range Hood

Gas Hookup

APPLIANCES

Dishwasher

Disposal

Microwave

Range/Oven

Trash Compactor

MASTER BEDROOM

Master Bdrm on Main Level

Tub/Shower/Master Bdrm

AG OTHER ROOMS

Family Room-Main Level

LAUNDRY

Basement

Separate Room

220-Electric

INTERIOR AMENITIES

Ceiling Fan(s)

Closet-Cedar

Closet-Walk-In

Fireplace Doors/Screens

Hardwood Floors

Owned Water Softener

Window Coverings-All

Wood Laminate

POSSESSION

At Closing

PROPOSED FINANCING

Other/See Remarks

WARRANTY

No Warranty Provided

OWNERSHIP

Individual

PROPERTY CONDITION REPORT

No

DOCUMENTS ON FILE

Additional Photos

Ground Water

Lead Paint

SHOWING INSTRUCTIONS

Appt Req-Call Showing #

LOCKBOX

SCKMLS

TYPE OF LISTING

Excl Right w/o Reserve

AGENT TYPE

Sellers Agent

FINANCIAL

Assumable Y/N	No
Currently Rented Y/N	No
Rental Amount	
General Property Taxes	\$1,377.50
General Tax Year	2017
Yearly Specials	\$5.88
Total Specials	\$5.88

HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Home Warranty Purchased	Unknown
Earnest \$ Deposited With	McCurdy Auction LLC Trust

PUBLIC REMARKS

Public Remarks ONSITE REAL ESTATE AUCTION ON SATURDAY JUNE 9TH TBD. CLEAR TITLE AT CLOSING, NO BACK TAXES, PREVIEW AVAILABLE. 3-Bedroom, 2.5-Bath Home with a 2-Car Garage and Shop on over a half an acre lot! This ranch home features great curb appeal with a well maintained yard. There is a covered entry, an attached two car garage and a fully fenced backyard. The large backyard has a spacious deck with access into the home along with a patio area. This would be a great place to entertain family and friends! The backyard also provides a detached garage/shop with the ability to have a third car garage space. Per the seller the roof is an approximately three year old Class 4 Impact Resistance roof. The interior of the home features a formal dining room that opens up to the kitchen and living room. The living room has a ceiling to floor brick wood burning fireplace and access to the backyard deck. The kitchen has lots of cabinetry, tile flooring and a pantry. It also includes the dishwasher, microwave, oven and trash compactor. There is a family room with another ceiling to floor brick fireplace. There is a half bath off of the family room. The master bedroom has a walk-in cedar closet and a master bathroom with a tub/shower combination. There are two more bedrooms and a full bath that complete the main level of the home. The basement offers a family room, laundry room and a bonus room. Call for a showing today! *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. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or seller's agents was obtained from a variety of sources and neither seller nor seller's agents have made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. 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 \$5,000.

AUCTION

Type of Auction Sale	Reserve	Method of Auction	Live Only
Auction Location	ONSITE	Auction Offering	Real Estate Only
Auction Date	6/9/2018	Auction Start Time	TBD
Broker Registration Req	Yes	Buyer Premium Y/N	Yes
Premium Amount	0.10	Earnest Money Y/N	Yes
Earnest Amount %/\$	5,000.00	1 - Open for Preview	Yes
1 - Open/Preview Date	6/9/2018	1 - Open Start Time	
1 - Open End Time			

TERMS OF SALE

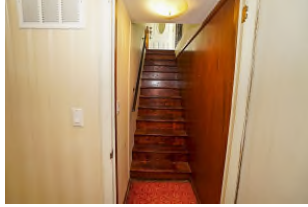
Terms of Sale

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 2018 South Central Kansas MLS, Inc. All rights reserved.

**DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

Property Address 454 S. Howe Rd. - Wichita, KS 67209

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 (please complete both a and b below)

(a) Presence of lead-based paint and/or lead-based paint hazards (*initial one*):

180X Seller has no knowledge of lead-based paint and/or lead based paint hazards in the housing; *or*

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

(b) Records and Reports available to the Seller (*initial one*):

180X Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing; *or*

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

BUYER'S ACKNOWLEDGMENT (please complete c, d, and e below)

_____ (c) Buyer has received copies of all information listed above. (*initial*)

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

(e) Buyer has (*initial one*):

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

_____ 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/LICENSEE'S ACKNOWLEDGMENT (initial below)

ALB (f) Agent/Licensee has informed the Seller of the Seller's obligation under 42 U.S.C. 4852 d 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.

David S. Kelly P.A.A. 5-4-18
Seller _____ Date _____

Buyer _____ Date _____

Seller _____ Date _____
Alb 5-4-18
Agent/Licensee _____ Date _____

Buyer _____ Date _____

Agent/Licensee _____ Date _____



WATER WELL INSPECTION REQUIREMENTS City of Wichita

Property Address: 454 S. Howe Rd. - Wichita, KS 67209

1. Any property within the *City of Wichita* with 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 DS NO

If yes, what type? Irrigation DS X Drinking DS Other

Location of Well: 1 outside garage in storage closet 1 out in yard on top of house

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

If yes, what type? Septic Lagoon

Location of Lagoon/Septic Access:

David S. Gley 5-4-18 P.O.A.
Owner Date

Owner Date

ADDENDUM _____
(Groundwater)

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:
454 S. Howe 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):

DSX 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):

DSX 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.

David S. Kelly POA
Seller _____ Date 5-4-18

Seller _____ Date _____

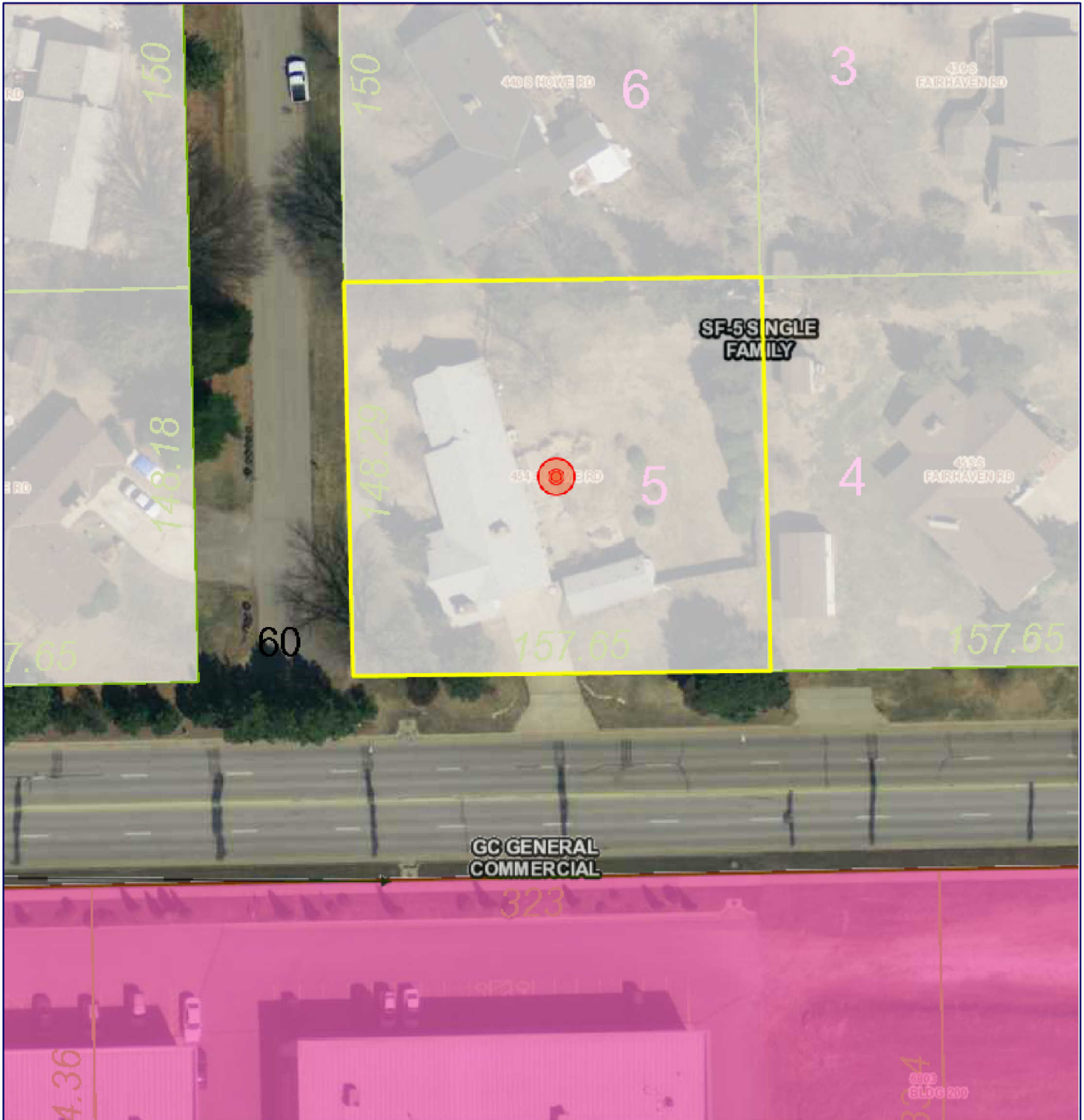
Buyer _____ Date _____

Buyer _____ Date _____

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454 S. Howe Rd, Wichita, KS 67209

Zoning - SF-5 Single Family



Geographic Information Services

Sedgwick County...
working for you

Geographic Information Services

Division of Information & Operations

www.sedgwickcounty.org/gis

525 N. Main, Suite 212, Wichita, KS 67203

Tel: 316.660.9290 Fax: 316.262.1174

Tue Mar 20 14:53:41 GMT-0500 2018

DISCLAIMER: It is understood that, while Sedgwick County Geographic Information Services (SCGIS), City of Wichita GIS, (for purposes of the road centerline file), participating agencies, and information suppliers, have no indication or reason to believe that there are inaccuracies in information provided, SCGIS, its suppliers make no representations of any kind, including, but not limited to, warranties of merchantability or fitness for a particular use, nor are any such warranties to be implied with respect to the information, data or service furnished herein. In no event shall the Data Providers become liable to users of these data, or any other party, for any loss or damages, consequential or otherwise, including but not limited to time, money, or goodwill, arising from the use, operation or modification of the data. In using these data, users further agree to indemnify, defend, and hold harmless the Data Providers for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data, or the use of the data. No person shall sell, give or receive for the purpose of selling or offering for sale, any portion of the information provided herein.

454 S. Howe Rd, Wichita, KS 67209

Flood Zone



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Legend	
Flood Plain	
Base Flood Approximate	- -
Base Flood Elevations	—
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
X AREA OF SPECIAL CONSIDERATION	
Area Not Included	

Aerial



Geographic Information Services

Sedgwick County...
working for you

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454 S. Howe Rd, Wichita, KS 67209 - Utility Map



Legend

- Water Hydrants
- Water Valves
- Water Service Taps
- Backflow Devices
- Water Nodes
- Water Mains
- Sewer Manholes
- Sewer Mains
- Storm Structures
- Manhole
- Inlet
- Outfall
- Other
- Headwalls
- City BMPs
- Private Non-City BMPs
- Private Non-City Snouts
- Televised Conduit
- Storm Conduit
- Parcels

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: 900



TERMS AND CONDITIONS

Thank you for participating in today's auction. The auction will be conducted by McCurdy 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 the Contract for Purchase and Sale.
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; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has been provided an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder's own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.
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. There will be a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.
5. The Real Estate is not offered contingent upon financing.
6. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of cash, check, or immediately available, certified funds and in the amount set forth by McCurdy. 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.
7. Auction announcements take precedence over anything previously stated or printed, including these Terms and Conditions.
8. 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.
9. 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.

10. In the event Bidder is the successful bidder at the auction, Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. In the event that Bidder is the successful bidder but fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these 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.
11. 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. Once a bid has been acknowledged by the auctioneer, the bid cannot be retracted.
12. Bidder authorizes McCurdy to film, photograph, or otherwise record the voice or image of Bidder and any guest or minor accompanying Bidder at this auction 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.
13. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy no later than 5 p.m. on the business day prior to the auction by completing the Broker Registration Form, available on McCurdy's website.
14. 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.
15. 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 premises. Any person entering on the premises assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the premises, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.
16. To the extent permitted under applicable law, McCurdy has the right to establish all bidding increments.
17. 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.
18. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
19. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
20. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
21. 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.
22. 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.

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*)

