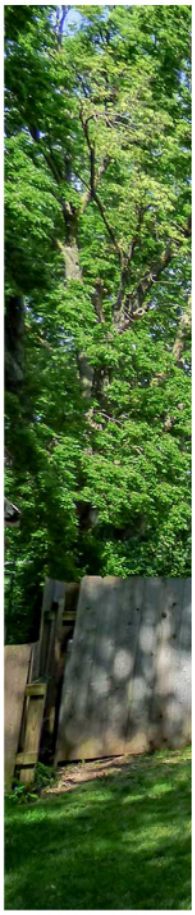
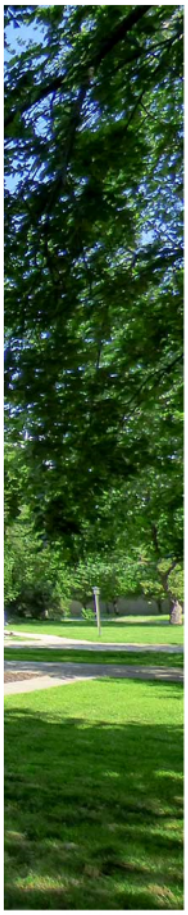
PROPERTY INFORMATION PACKET

THE DETAILS





533 S. Quentin Ave | Wichita, KS 67218

AUCTION: Saturday, July 27th @ 12:30 PM

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

McCurdy AUCTION LLC
REAL ESTATE SPECIALISTS

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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or McCurdy was obtained from a variety of sources and seller and McCurdy have not made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. 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 2

MLS #	568903
Status	Active
Contingency Reason	
Area	502
Address	533 S QUENTIN ST
Address 2	
City	Wichita
Zip	67218
Asking Price	$0
Original Price	$0
Picture Count	36

KEYWORDS

AG Bedrooms	4	**Approx. AGLA**	2013
Total Bedrooms	2.00	**AGLA Source**	Court House
AG Full Baths	2	**Approx. BFA**	0.00
AG Half Baths	0	**BFA Source**	Court House
Total Full Baths	2	**Approx. TFLA**	2,013
Total Half Baths	0	**Lot Size/SqFt**	15987
Total Baths	2	**Number of Acres**	0.37
Old Total Baths			
Garage Size	2		
Basement	Yes - Unfinished		
Levels	2 Story		
Approximate Age	81+ Years		
Acreage	City Lot		

GENERAL

List Agent - Agent Name and Phone	Daniel Gutierrez - CELL: 620-937-1488	**List Office - Office Name and Phone**	McCurdy Auction, LLC - OFF: 316-683-0612
Showing Phone	1-800-301-2055	**Model Home Phone**	
Year Built	1937	**Builder**	
Parcel ID	20173-127-26-0-21-04-021.00	**School District**	Wichita School District (USD 259)
Elementary School	Jefferson	**Middle School**	Curtis
High School	Southeast	**Subdivision**	LONGVIEW TERRACE ADDITION
Legal	BEG SE COR LOT 5 NW 37 1/2 FT SW TOW LI LOT S 17 1/2 FT TO SW COR NE TO BEG & LOT 7 BLOCK E LONGVIEW	**Realtor.com Y/N**	Yes
Display Address	Yes	**Buyer-Broker Comm**	3
Transact Broker Comm	3	**Variable Comm**	Non-Variable
Virtual Tour Y/N			

ROOMS

Master Bedroom Level	Upper	**Master Bedroom Dimensions**	11.7 x 14.1
Master Bedroom Flooring	Wood	**Living Room Level**	Main
Living Room Dimensions	21.5 x 13.1	**Living Room Flooring**	Wood
Kitchen Level	Main	**Kitchen Dimensions**	9 x 11.9
Kitchen Flooring	Tile	**Room 1 Type**	
Room 2 Type		**Room 3 Type**	
Room 4 Level	Main	**Room 4 Type**	Dining Room
Room 4 Dimensions	13 x 11.10	**Room 4 Flooring**	Tile
Room 5 Level	Upper	**Room 5 Type**	Bedroom
Room 5 Dimensions	10.2 x 9.6	**Room 5 Flooring**	Wood
Room 6 Level	Upper	**Room 6 Type**	Bedroom
Room 6 Dimensions	12.9 x 11.11	**Room 6 Flooring**	Wood
Room 7 Level	Upper	**Room 7 Type**	Bedroom
Room 7 Dimensions	11.1 x 11.9	**Room 7 Flooring**	Wood
Room 8 Level	Main	**Room 8 Type**	Foyer
Room 8 Dimensions	12.11 x 11.11	**Room 8 Flooring**	Wood
Room 9 Level	Main	**Room 9 Type**	Family Room
Room 9 Dimensions	24.11 x 11.6	**Room 9 Flooring**	Laminate - Other
Room 10 Level	Main	**Room 10 Type**	Garage Space 1
Room 10 Dimensions	27.8 x 18	**Room 10 Flooring**	Concrete
Room 11 Level	Main	**Room 11 Type**	Bonus Room
Room 11 Dimensions	6.11 x 11.9	**Room 11 Flooring**	Tile

ROOMS

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

DIRECTIONS

Directions Kellogg & Oliver - South to E Orme St, West to S Quentin St, North to home

FEATURES

ARCHITECTURE
Tudor
EXTERIOR CONSTRUCTION
Frame w/More than 50% Mas
ROOF
Shake
LOT DESCRIPTION
Standard
FRONTAGE
Paved Frontage
EXTERIOR AMENITIES
Patio
Fence-Chain
Fence-Wood
Guttering
Storm Door(s)
Storm Windows/Ins Glass
GARAGE
Detached
Oversized
FLOOD INSURANCE
Unknown

UTILITIES
Sewer
Natural Gas
Public Water
BASEMENT / FOUNDATION
Partial
Std Bsmt Window no-egress
BASEMENT FINISH
None
COOLING
Central
Electric
HEATING
Forced Air
Gas
DINING AREA
Eating Space in Kitchen
Formal
FIREPLACE
One
Living Room
Woodburning
Gas Starter

KITCHEN FEATURES
Pantry
Range Hood
Electric Hookup
APPLIANCES
Dishwasher
Disposal
Range/Oven
MASTER BEDROOM
Master Bdrm on Sep. Floor
Split Bedroom Plan
AG OTHER ROOMS
Bonus Room
LAUNDRY
Basement
220-Electric
INTERIOR AMENITIES
Ceiling Fan(s)
Fireplace Doors/Screens
Hardwood Floors
Window Coverings-Part

POSSESSION
At Closing
PROPOSED FINANCING
Other/See Remarks
WARRANTY
No Warranty Provided
OWNERSHIP
Trust
PROPERTY CONDITION REPORT
Yes
DOCUMENTS ON FILE
Ground Water
Lead Paint
Sellers Prop. Disclosure
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	$1,831.76
General Tax Year	2018
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	Security 1st Title

MARKETING REMARKS

Marketing Remarks This property is offered by Daniel Gutierrez with McCurdy Auction, LLC. Office: 316-683-0612 Email: dgutierrez@mccurdyauction.com ONSITE REAL ESTATE AUCTION ON SATURDAY, JULY 27TH, 2019 AT 12:30 pm. CLEAR TITLE AT CLOSING, NO BACK TAXES, PREVIEW AVAILABLE. Wonderful opportunity to purchase a four-bedroom, two -bathroom home with an oversized two-car garage! The exterior of this brick Tudor-style home features storm doors, storm windows , and a large fenced-in backyard. The home also offers an oversized two-car garage and a relaxing front patio area. The interior features a foyer with beautiful hardwood floors, leading into a bright and spacious living room with a wood-burning fireplace. The home also offers a formal dining room, which leads into the kitchen, complete with a pantry, a dishwasher, a range/oven combination , and plenty of cabinet space. Along with these rooms, the home features a large family/sunroom and an additional eating space. This home offers a split bedroom plan with the master suite on the upper floor, three additional bedrooms, two bathrooms, and an unfinished basement. Don't miss out on this fantastic opportunity! *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. The real estate will be open for previewing one hour prior to the real estate auction, or by scheduled appointment. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount $5,000.

AUCTION

Type of Auction Sale	Reserve
Method of Auction	Live Only
Auction Location	ONSITE

Auction Offering	Real Estate Only
Auction Date	7/27/2019
Auction Start Time	12:30 PM
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/Preview Date	7/27/2019
1 - Open Start Time	11:30 AM
1 - Open End Time	12:30 PM

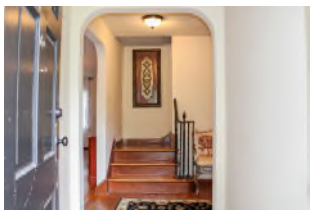
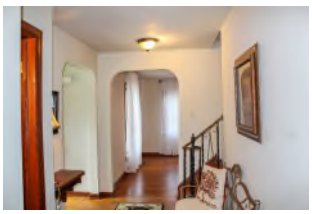
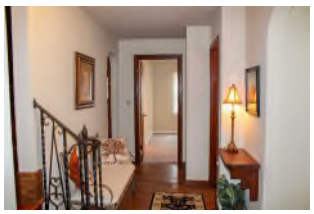
TERMS OF SALE

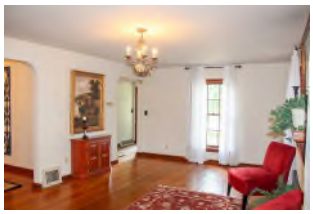
Terms of Sale

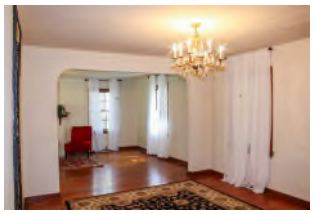
PERSONAL PROPERTY

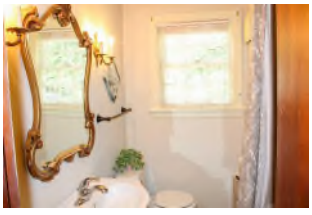
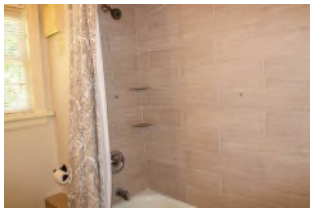
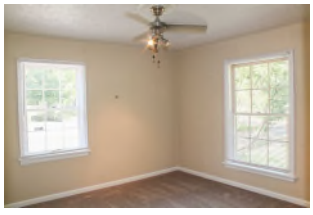
Personal Property

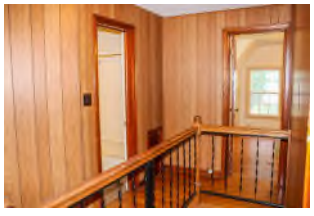
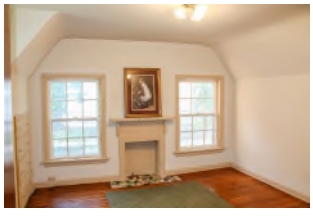
ADDITIONAL PICTURES





DISCLAIMER

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Seller's Property Disclosure

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 533 S. Quentin Ave - Wichita, KS 67218

Seller: **Date of Purchase:**

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

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

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

Message to the Buyer: Although Seller's Property Disclosure is designed to assist the SELLER in disclosing all known material (important) facts about the Property, there are likely facts about the Property that the SELLER does not know. Therefore, it is important that you take an active role in obtaining the information about the Property.

Instructions: (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the Seller's Property Disclosure. (5) Obtain professional inspections of the Property. (6) Investigate the surrounding area.

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

PART I

APPLIANCES

None	Does Not Transfer	TRANSFERS TO BUYER: Working	Not Working	Don't Know	Indicate the condition of the following items by marking only one appropriate box.
[ ]	[ ]	[X]	[ ]	[ ]	Disposal
[ ]	[ ]	[ ]	[ ]	[X]	Dishwasher
[ ]	[ ]	[X]	[ ]	[ ]	Oven
[ ]	[ ]	[ ]	[ ]	[ ]	Range (Circle One) ❑Gas (Electric)
[X]	[ ]	[ ]	[ ]	[ ]	Microwave
					Built in (Circle One) ❑YES ❑NO
[ ]	[ ]	[X]	[ ]	[ ]	Range Hood
					Vented Outside (Circle One) ❑YES (NO)
[X]	[ ]	[ ]	[ ]	[ ]	Kitchen Refrigerator
[X]	[ ]	[ ]	[ ]	[ ]	Clothes Washer
[X]	[ ]	[ ]	[ ]	[ ]	Clothes Dryer
[X]	[ ]	[ ]	[ ]	[ ]	Trash Compactor
[X]	[ ]	[ ]	[ ]	[ ]	Central Vacuum
[X]	[ ]	[ ]	[ ]	[ ]	Exterior Attached Gas Grill
[ ]	[ ]	[ ]	[ ]	[ ]	Other:_____
[ ]	[ ]	[ ]	[ ]	[ ]	Other:_____
[ ]	[ ]	[ ]	[ ]	[ ]	Other:_____
[ ]	[ ]	[ ]	[ ]	[ ]	Other:_____

Comments:

ELECTRICAL

None	Does Not Transfer	TRANSFERS TO BUYER: Working	Not Working	Don't Know	Indicate the condition of the following items by marking only one appropriate box.
[ ]	[ ]	[ ]	[ ]	[X]	Smoke/Fire Detectors
[ ]		[X]	[ ]	[ ]	Light Fixtures
[ ]		[X]	[ ]	[ ]	Switches/Outlets
[ ]	[ ]	[X]	[ ]	[ ]	Ceiling Fan(s)
[ ]	[ ]	[ ]	[ ]	[X]	Bathroom Vent Fan(s)
[ ]	[ ]	[ ]	[ ]	[X]	Telephone Wiring/Blocks/Jacks
[ ]	[ ]	[ ]	[ ]	[X]	Door Bell
[X]	[ ]	[ ]	[ ]	[ ]	Intercom
[X]	[ ]	[ ]	[ ]	[ ]	Garage Door Opener
# of Remotes:_____					Keypad Entry: (Circle One) ❑YES ❑NO
[ ]	[ ]	[ ]	[ ]	[X]	Aluminum Wiring
[ ]	[ ]	[ ]	[ ]	[X]	Copper Wiring
[ ]	[ ]	[X]	[ ]	[ ]	220 Volt
_____				[X]	Service Panel Total Amps
[X]	[ ]	[ ]	[ ]	[ ]	Security System
					(Circle One) ❑Own ❑Rent/Financed
_____					Company

Comments:

Instanet forms

WATER/SEWAGE SYSTEMS (See Part II Also)

None	Does Not Transfer	TRANSFERS TO BUYER: Working	Not Working	Don't Know	Indicate the condition of the following items by marking only one appropriate box.
[ ]	[ ]	[X]	[ ]	[ ]	Sewage Systems
[ ]	[ ]	[ ]	[ ]	[X]	Sump Pump
[X]	[ ]	[ ]	[ ]	[ ]	Backup Sump Pump/Battery
[ ]	[ ]	[X]	[ ]	[ ]	Plumbing
				[ ]	Type
[ ]	[ ]	[ ]	[ ]	[X]	Water Heater (Circle One) ❑Elect (Gas)
				[X]	Size & Age
[X]	[ ]	[ ]	[ ]	[ ]	Instant Hot Water
[X]	[ ]	[ ]	[ ]	[ ]	Water Softener
					(Circle One) ❑Own ❑Rent/Lease
					Company
[X]	[ ]	[ ]	[ ]	[ ]	Water Purifier/Reverse Osmosis
[X]	[ ]	[ ]	[ ]	[ ]	Underground Sprinkler System
				[ ]	Backflow Device (Circle One) ❑YES (NO)
				[ ]	Date Last Tested or Inspected
[X]	[ ]	[ ]	[ ]	[ ]	Pool Equipment
[X]	[ ]	[ ]	[ ]	[ ]	Hot Tub/Spa

Comments:

MEDIA

None	Does Not Transfer	TRANSFERS TO BUYER: Working	Not Working	Don't Know	Indicate the condition of the following items by marking only one appropriate box.
[ ]	[ ]	[ ]	[ ]	[X]	Satellite Dish
[ ]	[ ]	[ ]	[ ]	[ ]	_____# of Rcvrs/Remotes
[ ]	[ ]	[ ]	[ ]	[X]	Attached Antennaes
[ ]	[ ]	[ ]	[ ]	[X]	Cable TV Wiring/Jacks
[ ]	[ ]	[ ]	[ ]	[X]	Attached Television Mount(s)
[X]	[ ]	[ ]	[ ]	[ ]	Projector(s)
[X]	[ ]	[ ]	[ ]	[ ]	Projector Screen(s)
[X]	[ ]	[ ]	[ ]	[ ]	Surround Sound Speakers
[X]	[ ]	[ ]	[ ]	[ ]	Wired for Surround Sound

Comments:

HEATING & COOLING SYSTEMS

None	Does Not Transfer	TRANSFERS TO BUYER: Working	Not Working	Don't Know	Indicate the condition of the following items by marking only one appropriate box.
[ ]	[ ]	[X]	[ ]	[ ]	Cooling System
Central				[ ]	Type
				[X]	Age
[ ]	[ ]	[X]	[ ]	[ ]	Heating System
Central				[ ]	Type
				[X]	Age
[X]	[ ]	[ ]	[ ]	[ ]	Window/Wall Air Conditioning Units
[X]	[ ]	[ ]	[ ]	[ ]	Electronic Air Filter
[ ]	[ ]	[ ]	[X]	[ ]	Humidifier
[ ]	[ ]	[ ]	[ ]	[X]	Fireplace
[ ]	[ ]	[ ]	[ ]	[X]	Fireplace Insert
[X]	[ ]	[ ]	[ ]	[ ]	Wood burning Stove
				[X]	Chimney/Flue - Date Last Cleaned
[ ]	[ ]	[ ]	[ ]	[X]	Gas Log Lighter
[ ]	[ ]	[ ]	[X]	[ ]	Whole House Attic Fan
[X]	[ ]	[ ]	[ ]	[ ]	Solar Equipment
[X]	[ ]	[ ]	[ ]	[ ]	Propane Tank
					(Circle One) ❑Own ❑Rent/Lease
					Company

Comments:

Any Additional Comments for Part I:

Instanet forms

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
[ ]	[X]	[ ]	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
[ ]	[X]		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)
[ ]	[ ]	[X]	Movement, shifting, deterioration or other problems with walls or foundation?
[ ]	[ ]	[X]	Cracks or flaws in the walls, floors or foundation?
[ ]	[ ]	[X]	Problems with driveways, walkways, patios, retaining walls, party walls?
[ ]	[ ]	[X]	Problems with operation of windows or doors, or broken seals?
[ ]	[ ]	[X]	Any corrective actions to items in this section? (Example - Piering, bracing, etc.)
[ ]	[X]	[ ]	Are there any transferable warranties? Date:_____ (If YES, explain below and attach copy.)
[ ]	[ ]	[X]	Is there insulation in the walls?
[ ]	[ ]	[X]	Is there insulation in the floors?

Additional Comments:

YES	NO	DON'T KNOW	SECTION 2 — ROOF/INSULATION
		[X]	Age:_____ Type:_____
[ ]	[ ]	[X]	To your knowledge, are there any [ ] **PAST** [ ] **PRESENT** roof leaks? (Mark One)
			If any, identify details below.
[ ]	[X]		During your ownership, has the roof ever been [ ] **REPLACED?** [ ] **REPAIRED?** (Mark One)
			If YES, Date:_____ (Identify details below.)
[ ]	[X]	[ ]	Are there any transferable warranties? Date:_____ (If YES, explain below and attach copy.)
[ ]	[ ]	[X]	Do you know of any problems with chimneys or chases? (If YES, explain below.)
[ ]	[ ]	[X]	Do you know of any problems with roof, roof structure or rain gutters? (If YES, explain below.)
[ ]	[ ]	[X]	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)

[ ]	[ ]	[X]	Presence of any mold/mildew in the property?
[ ]	[ ]	[X]	Any problems created by mold or mildew for occupants of the structure during your ownership?
[ ]	[X]		Have you had any inspections for mold or mildew? If YES, Date:_____ (If YES, explain below.)
[ ]	[X]		Have you received any reports pertaining to mold or mildew on or within the structure? (If YES, attach.)
[ ]	[X]		Has the property had any professional mold remediation during your ownership? If YES, Date:_____

Additional Comments:

Instanet forms

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
[X]	[ ]		Is the property connected to City Water?
[ ]	[X]		Is the property connected to Rural Water? If YES, Transfer Fee:_____ District:_____
[ ]	[X]		Is the property connected to any private water systems? (Mark all that apply.)
			[ ] **Drinking Well** [ ] **Irrigation Well** [ ] **Geo-Thermal Well**
			Type:_____ Location:_____ Depth:_____
			Type:_____ Location:_____ Depth:_____
			Type:_____ Location:_____ Depth:_____
[ ]	[ ]	[ ]	Has the water in any wells shown test results of contamination? (If YES, explain below.)
[X]	[ ]		Is the property connected to a public sewer system? If shared lagoon/septic system, explain below.
[ ]	[X]		Is the property connected to a septic system? Date Last Pumped:_____
			Tank Size:_____ Location:_____
			# feet laterals:_____ # Feet infiltrators:_____ Location:_____
[ ]	[X]		Is the property connected to a lagoon system? Location:_____
[ ]	[X]		Is the property connected to some other type of waste disposal system? (If YES, explain below.)
[ ]	[ ]	[X]	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
			To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)
[ ]	[ ]	[X]	Any water leakage in or around the fireplace or chimney?
[ ]	[ ]	[X]	Any water leakage around (If YES, mark all that apply.) [ ] **WINDOWS** [ ] **SKYLIGHTS** [ ] **DOORS?**
[ ]	[ ]	[X]	Any leaks occurring in any plumbing, water supply lines, drains, sewer lines, etc.?
[ ]	[ ]	[X]	Any leaks caused by appliances?
[ ]	[ ]	[X]	Any leaks from any condensation drain lines, humidifier, dehumidifier, etc.?
[ ]	[ ]	[X]	Any water leakage into (If YES, mark all that apply.) [ ] **BASEMENT** [ ] **CRAWL SPACE**
[ ]	[ ]	[X]	Any accumulation of water within the basement/crawl space?
[ ]	[ ]	[X]	Sump Pump(s) Location(s):_____
[ ]	[ ]	[X]	Drain Tiles (If YES, mark all that apply.) [ ] **INTERIOR** [ ] **EXTERIOR**

Additional Comments:

YES	NO	DON'T KNOW	SECTION 6 — PEST, WOOD INFESTATION & DRY ROT
[ ]	[ ]	[X]	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**
[ ]	[ ]	[X]	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**
[ ]	[X]		Have there been any repairs of such damage? (If YES, explain below.)
[ ]	[X]		Is the property currently under a termite warranty or other coverage by a licensed pest control company?
			Company:_____ Warranty Expiration Date:_____
[ ]	[X]		Any **wood destroying insects** control reports in the last 5 years? (If YES, explain below.)
[ ]	[X]		Any professional **wood destroying insects** control treatments in the last 5 years? (If YES, explain below.)
[ ]	[X]		Any **pest** control reports in the last 5 years? (If YES, explain below.)
[X]	[ ]		Any professional **pest** control treatments in the last 5 years? (If YES, explain below.)

Additional Comments: ANTS

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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 7 ENVIRONMENTAL CONDITIONS
[ ]	[ ]	[X]	Is the property located in a subdivision with a master drainage plan?
[ ]	[ ]	[X]	If YES, is the property in compliance?
[ ]	[X]	[ ]	Has the property ever had any drainage problems during your ownership? (If YES, explain below.)
[ ]	[X]	[ ]	Are there any producing or non-producing gas/oil wells on the property or adjacent property?
[ ]	[X]	[ ]	Do mineral rights convey to buyer? If NO, please define:_____
			Groundwater contamination has been detected in several areas in the State of Kansas.
[ ]	[ ]	[X]	Are you aware of groundwater contamination or other environmental concerns?
[ ]	[ ]	[X]	Any reports or records pertaining to groundwater contamination or other environmental concerns?
[ ]	[ ]	[X]	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.)
[ ]	[X]		Asbestos
[ ]	[X]		Contaminated soil or water (including drinking water)
[ ]	[X]		Landfill or buried materials
[ ]	[X]		Lead-based paint (If YES, attach disclosure.)
[ ]	[X]		Radon gas in house or well If YES, has mitigation been performed? (Mark One) [ ] **YES** [ ] **NO**
[ ]	[X]		Methane Gas
[ ]	[X]		Oil sheers in wet areas
[ ]	[X]		Radioactive material
[ ]	[X]		Toxic material disposal (solvents, chemicals, etc.)
[ ]	[X]		Underground fuel or chemical storage tanks
[ ]	[X]		EMFs (Electro Magnetic Fields)
[ ]	[X]		Urea formaldehyde foam insulation (UFFI)
[ ]	[ ]		Other:_____
[ ]	[X]		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?
[ ]	[X]		To your knowledge, are any of the above conditions present **near** your property?

Comments:

YES	NO	DON'T KNOW	SECTION 8 BOUNDARIES/LAND
[ ]	[X]	[ ]	Have you had a survey of the property? (If YES, attach copy if available.)
[ ]	[ ]	[X]	Are the boundaries of your property marked in any way?
[ ]	[ ]	[X]	Is there any fencing on the boundaries of the property?
[ ]	[ ]	[X]	Does fencing belong to the property? If YES, which sides?_____
[ ]	[ ]	[X]	Are there any features of the property shared in common with adjoining landowners, such as, walls, fences, roads, driveways? (If YES, explain below.)
[ ]	[ ]	[X]	Is the property owner responsible for maintenance of any such shared feature(s)?
[ ]	[ ]	[X]	To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
[ ]	[ ]	[X]	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?
[ ]	[ ]	[X]	To your knowledge, is any portion of the property located in a designated wetlands area?
[ ]	[ ]	[X]	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:

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Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.
Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 9 **SPECIAL ASSESSMENTS AND HOMEOWNER'S ASSOCIATION**
			The law requires that the Seller disclose the existence of special assessments against a property.
[ ]	[ ]	[X]	Any current/pending bonds, assessments, or special taxes that apply to property?
[ ]	[ ]	[X]	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:_____
[ ]	[ ]	[X]	Is the property subject to rules or regulations of an active Homeowner's Association?
		[ ]	Annual Dues?_____ Initiation Fee?_____
		[ ]	Homeowner's Association contact information:_____
[ ]	[ ]	[X]	Is the property subject to a right of first refusal?
[ ]	[ ]	[X]	Is the property subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions?
[ ]	[ ]	[X]	Any violations of such covenants and restrictions?

Comments:

YES	NO	DON'T KNOW	SECTION 10 **MISCELLANEOUS**
[ ]	[ ]	[X]	Have any improvements or repairs (including, but not limited to, HVAC, plumbing, electrical, structural additions) been made to the property **without obtaining required permits?**
[ ]	[ ]	[X]	Are any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions?
[ ]	[X]	[ ]	Is the present use of the property a non-conforming use?
[ ]	[X]	[ ]	Have you had any insurance claims in the past five years?
[ ]	[ ]	[X]	Were repairs made? If so,
[ ]	[ ]	[X]	Is there any unrepaired damage due to hail, storm, wind, fire or flood?
[ ]	[ ]	[X]	Are there any stains, tears, burns, holes, etc., in the property that are not readily visible?
[ ]	[ ]	[X]	Does a pet(s) reside or has a pet(s) ever resided in or on the property?
[ ]	[ ]	[X]	Is there any damage due to pets, interior/exterior, including, but not limited to, odors, stains, etc.?
[X]	[ ]		Do all window and door treatments remain? If NO, please list: _____
[ ]	[X]		Does any other personal property remain? If YES, please list:_____
[ ]	[X]	[ ]	Does the property contain any of the following? (Mark all that apply.)
[ ]	[X]	[ ]	[ ] Swimming Pool [ ] Spa [ ] Hot Tub [ ] Sauna [ ] Water Feature
[ ]	[X]	[ ]	If YES, are either of the following heated? [ ] Swimming Pool [ ] Spa If yes, type of heat?_____
[ ]	[X]	[ ]	Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature? Explain: _____
[ ]	[ ]	[X]	Is the property in a holistic, conservation or special review district, that requires any alterations or improvements to the Property, be approved by a board or commission?
[ ]	[ ]	[X]	Are there any other facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property?
[ ]	[X]	[ ]	Are there any transferable warranties on the property or any of its components?

Comments:

Any Additional Comments For Part II:

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SELLER'S ACKNOWLEDGEMENT

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.

Seller is occupant: [ ] YES [X] NO

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.

SELLER: _____ 6-18-19 **SELLER:** _____ 6-18-19

Date Date

BUYER'S ACKNOWLEDGEMENT AND AGREEMENT

1. I have personally 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 REALTORS® 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 REALTORS® 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 www.ink.org/public/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: _____ **BUYER:** _____

Date Date

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

Property Address 533 S. Quentin Ave - Wichita, KS 67218

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)***:

BK CK X 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)***:

BKM X 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)

AS (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.

TRUSTEE 6-14-19			
Seller	Date	Buyer	Date
Betty Kipperberger TRUSTEE 6-14-19			
Seller	Date	Buyer	Date
Agent/Licensee	Date	Agent/Licensee	Date

This contract is for use by Lonny Ray McCurdy. Use by any other party is illegal and voids the contract.

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McCurdy AUCTION
REAL ESTATE SPECIALISTS

WATER WELL INSPECTION REQUIREMENTS
City of Wichita

Property Address: 533 S. Quentin Ave - Wichita, KS 67218

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 _____ NO X BR

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

Location of Well: _____

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

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

Trustee — 6-14-19
Owner — Date

Betty Kippenberger TRUSTEE — 6-14-19
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:
533 S. Quentin Ave - Wichita, KS 67218

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):**

BR BR X 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):**

BR BR X 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.

Trustee 6-14-19
Seller Date

Betty Kippenberger Trustee 6-14-19
Seller Date

_____
Buyer Date

_____
Buyer Date

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AVERAGE MONTHLY UTILITIES/MISCELLANEOUS INFORMATION

Property Address: 533 S. Quentin Ave, Wichita, KS 67219 (the "Real Estate")

Please provide below, to the best of your knowledge, the requested information related to the Real Estate.

	Utility Provider/Company	Amount
Electric:	Westar Energy	$180 +/- Month
Water & Sewer:	City of Wichita	$60 +/- Month
Gas/Propane:	Kansas Gas Service	$120 +/- Month

If propane, is tank owned or leased? ☐ **owned** ☐ **leased**

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

_____

Other: _____ _____

Homeowners Association Dues:

Amount: NA ☐ **Yearly** ☐ **Monthly**

Homeowners Association Initiation Fee: _____

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

NO

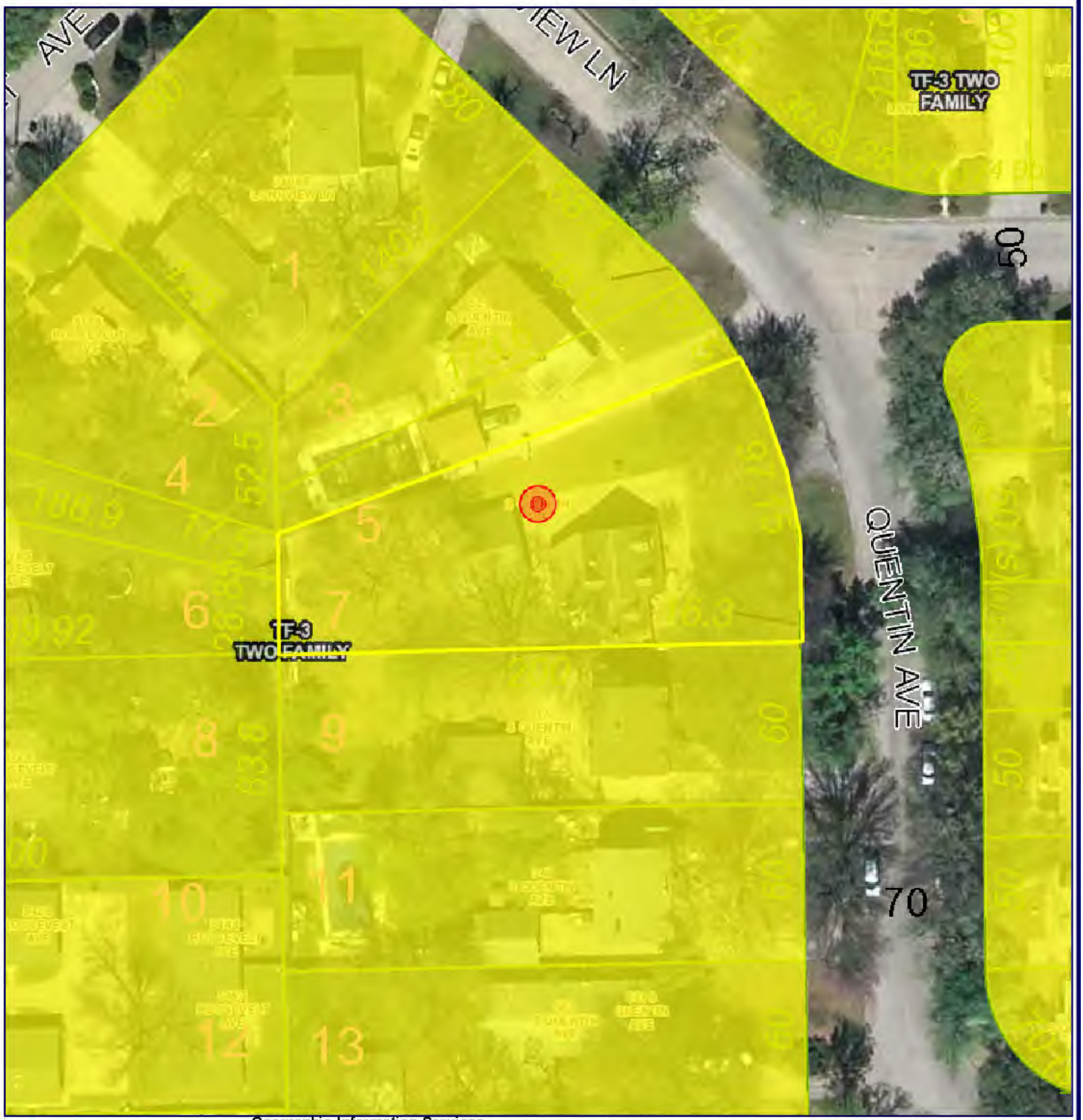
_____

_____

Information provided has been obtained from a variety of sources. McCurdy has not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness.

533 S. Quentin Ave, Wichita, KS 67218

Zoning - TF-3 Two Family



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 Jun 11 16:15:08 GMT-0500 2019

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533 S. Quentin Ave, Wichita, KS 67218

Flood Zone

Geographic Information Services
Sedgwick County... working for you

Geographic Information Services
Division of Information & Operations
www.sedgwickcounty.org/gis
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Tue Jun 11 16:15:08 GMT-0500 2019

Legend

Flood Plain

Base Flood Approximate

Base Flood Elevations

0.2 Pct Annual Chance
- 0.2 PCT Annual Chance Flood H

A
- A

AE
- AE,

AE, FLOODWAY
- AE, FLOODWAY

AH
- AH

AO
- AO

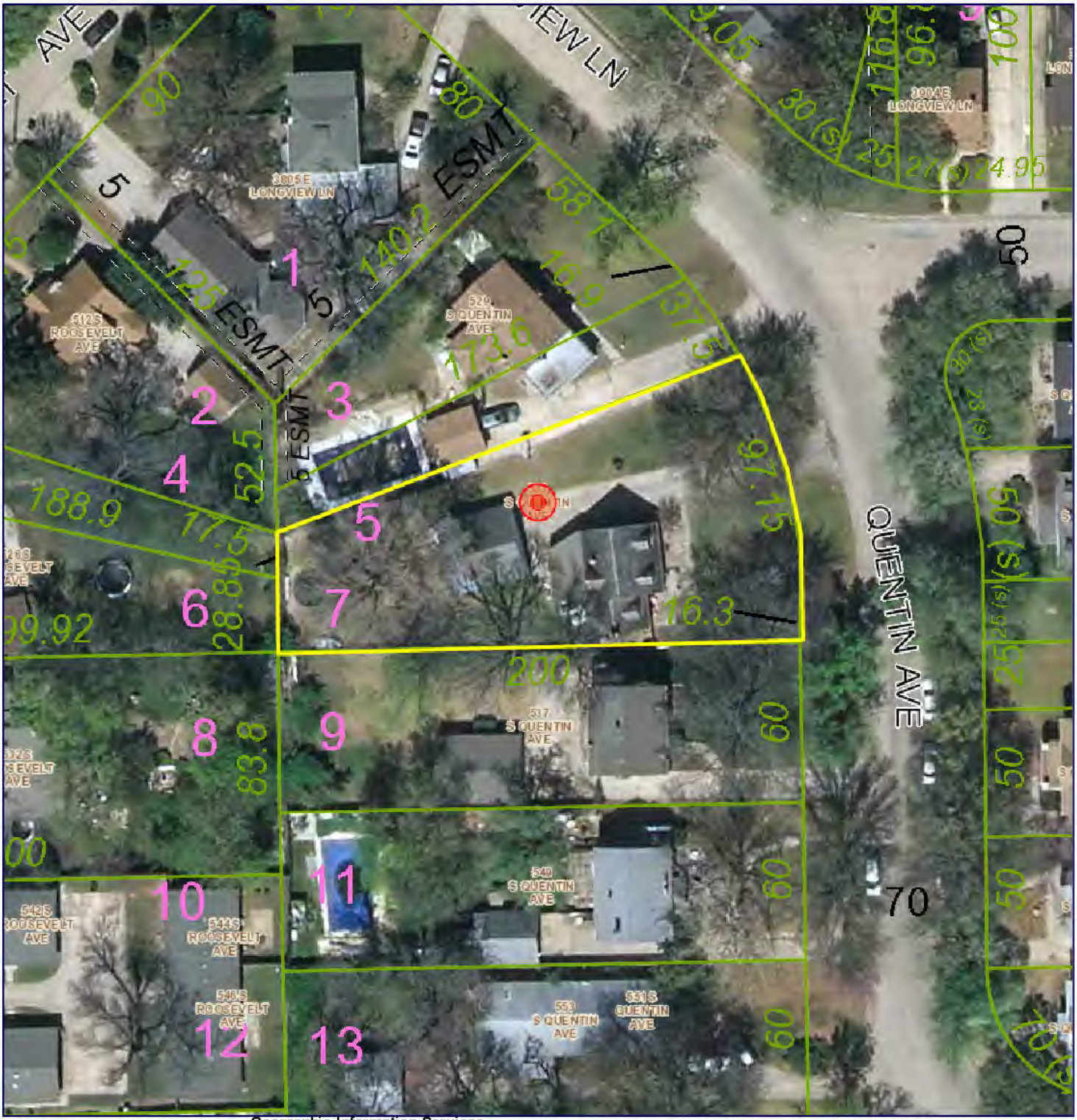
X - Area of Special Consideration
- X AREA OF SPECIAL CONSIDER

X
- X,

Area Not Included

533 S. Quentin Ave, Wichita, KS 67218

Aerial



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533 S. Quentin Ave, Wichita, KS 67218- Utility Map

Legend

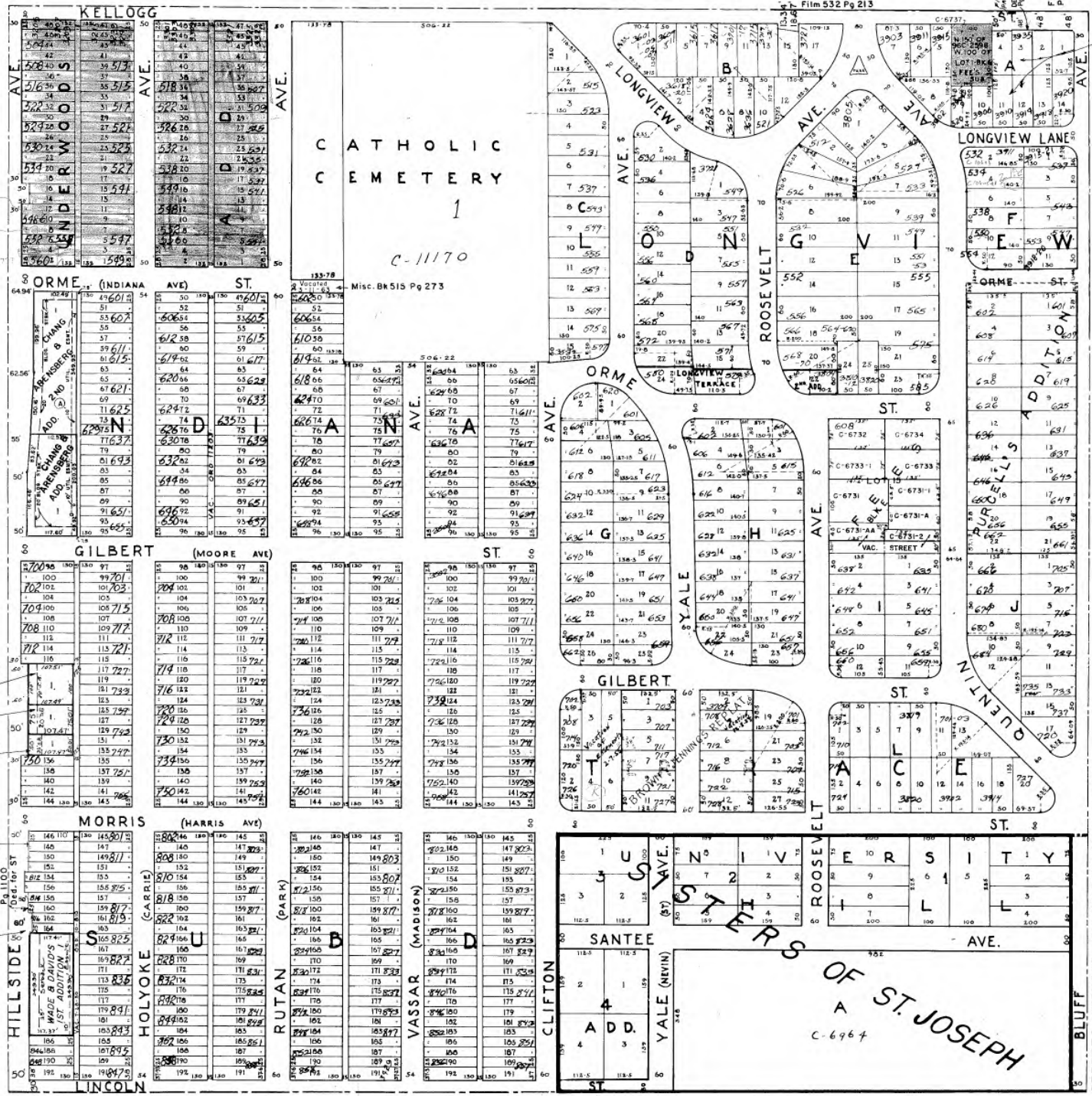
- Water Hydrants
- Water Valves
- Water Service Taps
- Backflow Devices
- Water Nodes
- Water Mains
- Sewer Manholes
- Sewer Mains
- Storm Structures
  - Manhole
  - Inlet
  - Outfall
  - Other
- Headwalls
- City BMPs
- Private Non-City BMPs
- Storm Conduit
- Open Channel Structures
- Open Channel Conduit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

N.W.¼ SEC.26, TWP.27, R.1 E.

WI
102



STREETS, AVENUES, ALLEYS, THOROUGHFARES, & PLATS OF THE SISTERS OF ST. JOSEPH PROPERTY VAC. 6-29-55 SEE VAC. FILE NO. 3503.

THIS SHEET PREPARED UNDER SUPERVISION OF
, SEDGWICK COUNTY CLERK

McCurdy AUCTION LLC
REAL ESTATE SPECIALISTS

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)*

McCurdy AUCTION LLC
REAL ESTATE SPECIALISTS

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