

# PROPERTY INFORMATION PACKET | THE DETAILS



**622 Brookside | Hutchinson, KS 67501**

AUCTION: BIDDING OPENS: Tues, July 21<sup>st</sup> @ 2:00 PM

BIDDING ENDS: Thurs, August 13<sup>th</sup> @ 2:15 PM

12041E, 7th St N, Wichita, KS, 67206  
316.867.3600 • 800.944.4439  
[www.McCurdyAuction.com](http://www.McCurdyAuction.com)



**McCurdy**  
AUCTION, LLC  
REAL ESTATE SPECIALISTS



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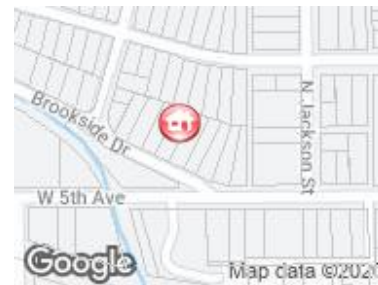
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer 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



**MLS #** 583874  
**Status** Active  
**Contingency Reason**  
**Area** R10 - Hutchinson  
**Address** 622 Brookside  
**City** Hutchinson  
**Zip** 67501  
**Asking Price** \$0  
**Picture Count** 27



## KEYWORDS

<b>AG Bedrooms</b>	3	<b>Approx. AGLA</b>	1104
<b>Total Bedrooms</b>	3.00	<b>AGLA Source</b>	Court House
<b>AG Full Baths</b>	1	<b>Approx. BFA</b>	0.00
<b>AG Half Baths</b>	0	<b>BFA Source</b>	Court House
<b>Total Baths</b>	1	<b>Approx. TFLA</b>	1,104
<b>Garage Size</b>	1	<b>Lot Size/SqFt</b>	8140
<b>Basement</b>	Yes - Unfinished	<b>Number of Acres</b>	0.19
<b>Levels</b>	One Story		
<b>Approximate Age</b>	81+ Years		
<b>Acreage</b>	City Lot		

## GENERAL

<b>List Agent - Agent Name and Phone</b>	BRADEN MCCURDY - OFF: 316-683-0612	<b>Master Bedroom Level</b>	Main
<b>List Office - Office Name and Phone</b>	McCurdy Auction, LLC - OFF: 316-867-3600	<b>Master Bedroom Dimensions</b>	15.2 x 9.2
<b>Co-List Agent - Agent Name and Phone</b>		<b>Master Bedroom Flooring</b>	Wood
<b>Co-List Office - Office Name and Phone</b>		<b>Living Room Level</b>	Main
<b>Showing Phone</b>	800-301-2055	<b>Living Room Dimensions</b>	16.11 x 13.6
<b>Year Built</b>	1930	<b>Living Room Flooring</b>	Wood
<b>Parcel ID</b>	20155-121-11-0-40-18-020.00	<b>Kitchen Level</b>	Main
<b>School District</b>	Hutchinson Public Schools (USD 308)	<b>Kitchen Dimensions</b>	0
<b>Elementary School</b>	Faris	<b>Kitchen Flooring</b>	Vinyl
<b>Middle School</b>	Hutchinson	<b>Room 4 Type</b>	Dining Room
<b>High School</b>	Hutchinson	<b>Room 4 Level</b>	Main
<b>Subdivision</b>	MCNAUGHTEN INV CO	<b>Room 4 Dimensions</b>	13.3 x 9.1
<b>Legal</b>	MCNAUGHTEN INV CO, S11, T23, R06W, BLOCK 4, Lot 13	<b>Room 4 Flooring</b>	Wood
<b>List Date</b>	7/11/2020	<b>Room 5 Type</b>	Bedroom
<b>Display Address</b>	Yes	<b>Room 5 Level</b>	Main
<b>Sub-Agent Comm</b>	0	<b>Room 5 Dimensions</b>	9.10 x 11.3
<b>Buyer-Broker Comm</b>	3	<b>Room 5 Flooring</b>	Wood
<b>Transact Broker Comm</b>	3	<b>Room 6 Type</b>	Bedroom
<b>Variable Comm</b>	Non-Variable	<b>Room 6 Level</b>	Main
<b>Days On Market</b>	25	<b>Room 6 Dimensions</b>	9.5 x 9.4
<b>Input Date</b>	7/16/2020 4:26 PM	<b>Room 6 Flooring</b>	Wood
<b>Update Date</b>	8/5/2020	<b>Room 7 Type</b>	
<b>Status Date</b>	7/16/2020	<b>Room 7 Level</b>	
<b>Price Date</b>	7/16/2020	<b>Room 7 Dimensions</b>	
		<b>Room 7 Flooring</b>	
		<b>Room 8 Type</b>	
		<b>Room 8 Level</b>	
		<b>Room 8 Dimensions</b>	
		<b>Room 8 Flooring</b>	
		<b>Room 9 Type</b>	
		<b>Room 9 Level</b>	
		<b>Room 9 Dimensions</b>	
		<b>Room 9 Flooring</b>	
		<b>Room 10 Type</b>	
		<b>Room 10 Level</b>	
		<b>Room 10 Dimensions</b>	
		<b>Room 10 Flooring</b>	
		<b>Room 11 Type</b>	
		<b>Room 11 Level</b>	
		<b>Room 11 Dimensions</b>	
		<b>Room 11 Flooring</b>	

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

## DIRECTIONS

**Directions** (Hutchinson) 4th & Main - West to Monroe, north to 5th, west to Brookside, north to home.

## FEATURES

<b>ARCHITECTURE</b> Bungalow	<b>FLOOD INSURANCE</b> Unknown	<b>DINING AREA</b> Formal	<b>PROPOSED FINANCING</b> Other/See Remarks
<b>EXTERIOR CONSTRUCTION</b> Frame	<b>UTILITIES</b> Sewer	<b>KITCHEN FEATURES</b> Electric Hookup	<b>WARRANTY</b> No Warranty Provided
<b>ROOF</b> Composition	Natural Gas	<b>APPLIANCES</b> Refrigerator	<b>OWNERSHIP</b> Individual
<b>LOT DESCRIPTION</b> Standard	Public Water	Range/Oven	<b>PROPERTY CONDITION REPORT</b> No
<b>FRONTAGE</b> Paved Frontage	<b>BASEMENT / FOUNDATION</b> Full	<b>MASTER BEDROOM</b> Master Bdrm on Main Level	<b>SHOWING INSTRUCTIONS</b> Appt Not Req-Go Show
<b>EXTERIOR AMENITIES</b> Covered Patio	<b>BASEMENT FINISH</b> None	<b>LAUNDRY</b> Basement	<b>LOCKBOX</b> Combination
Fence-Chain	<b>COOLING</b> Central	<b>INTERIOR AMENITIES</b> Ceiling Fan(s)	<b>TYPE OF LISTING</b> Excl Right w/o Reserve
Guttering	Electric	Hardwood Floors	<b>AGENT TYPE</b> Sellers Agent
Satellite Dish	<b>HEATING</b> Forced Air	Window Coverings-Part	
Storm Door(s)	Gas	<b>POSSESSION</b> At Closing	
Storm Windows/Ins Glass			
<b>GARAGE</b> Detached			

## FINANCIAL

<b>Assumable Y/N</b>	No	<b>HOA Y/N</b>	No
<b>Currently Rented Y/N</b>	No	<b>Yearly HOA Dues</b>	
<b>Rental Amount</b>		<b>HOA Initiation Fee</b>	
<b>General Property Taxes</b>	\$775.94	<b>Home Warranty Purchased</b>	Unknown
<b>General Tax Year</b>	2019	<b>Earnest \$ Deposited With</b>	Security 1st Title
<b>Yearly Specials</b>	\$96.00		
<b>Total Specials</b>	\$96.00		

## MARKETING REMARKS

**Marketing Remarks** This property is offered by Braden McCurdy with McCurdy Auction, LLC. Office: 316-867-3600 Email: [bmccurdy@mccurdyauction.com](mailto:bmccurdy@mccurdyauction.com). Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | BIDDING OPENS: Tuesday, January 7th, 2020 at 2:00 PM (cst) | BIDDING OPENS: Tuesday, July 21st, 2020 at 2:00 PM (cst) | BIDDING CLOSES: Thursday, August 13th, 2020 at 2:15PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. No scheduled open house. Property will be available to preview by appointment only. CLEAR TITLE AT CLOSING, NO BACK TAXES ONLINE ONLY!!! 3 bedroom, 1 bathroom bungalow located in Hutchinson. The exterior features a covered front porch, sidewalks, and a detached one-car garage that is shared. The living room opens up to the formal dining room and they both have hardwood floors. The galley style kitchen offers plenty of cabinet space and all remaining appliances transfer to the buyers. Three bedrooms and one full bathroom complete the main level. Downstairs is unfinished but provides plenty of storage space and washer/dryer hookups. Seller is a licensed real estate salesperson or broker in the state of Kansas. There is currently no gas or electric meter on the property. It will be the responsibility of the buyer to comply with any requirements imposed by the utility companies to return service to the property. Any personal property remaining in the property at closing will be considered abandoned property. \*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 \$3,500.

## AUCTION

<b>Type of Auction Sale</b>	Reserve	<b>Method of Auction</b>	Online Only
<b>Auction Location</b>	<a href="http://www.mccurdyauction.com">www.mccurdyauction.com</a>	<b>Auction Offering</b>	Real Estate Only
<b>Auction Date</b>	7/21/2020	<b>Auction Start Time</b>	2:00 PM
<b>Broker Registration Req</b>	Yes	<b>Buyer Premium Y/N</b>	Yes



AUCTION

Premium Amount	0.10	Earnest Money Y/N	Yes
Earnest Amount %/\$	3,500.00	1 - Open for Preview	
1 - Open/Preview Date		1 - Open Start Time	
1 - Open End Time			

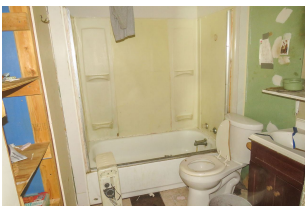
TERMS OF SALE

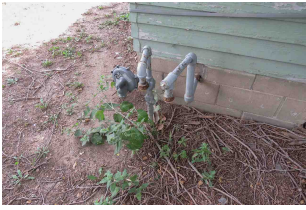
Terms of Sale

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES





**DISCLAIMER**

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 2020 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

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

Property Address **620 Brookside Dr - Hutchinson, 622 Brookside Dr - Hutchinson, 405 W. 6th - Haven**

**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*):

**[DH]**   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*):

**[DH]**   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)**

**[RM]** (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.

Authentisign

**Don Hamm, Member**

07/11/2020

Seller 2020 12:12:22 AM CDT

Date

Buyer

Date

Seller

Date

Buyer

Date

Agent/Licensee

Date

Agent/Licensee

Date

5/03

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

Form # 2534

**Instant  
forms**



## WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 622 Brookside - Hutchinson, KS 67501

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 \_\_\_\_\_ NO X

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

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

Authenticated  
*Dan Hamm, Member*  
Owned 2020 12:13:00 AM CDT

07/11/2020

Date

Owner

Date





# Security 1<sup>st</sup> Title

File #:

Property Address:

620 Brookside Dr - Hutchinson, 622 Brookside Dr - Hutchinson,  
405 W. 6th - Haven , KS

## WIRE FRAUD ALERT

### IMPORTANT! YOUR FUNDS MAY BE AT RISK

**\*\*SECURITY 1<sup>ST</sup> TITLE DOES NOT SEND WIRE INSTRUCTIONS UNLESS REQUESTED\*\***

**This Alert is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.** Realtors®, Real Estate Brokers, Title Companies, Closing Attorneys, Buyers and Sellers are targets for fraudsters to gain access to information for the purpose of wire fraud schemes. Many homebuyers have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification.

A fraudster will hack into a participant's email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the Buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain wiring instructions or routing information, and will request that the Buyer send funds to an account controlled by the fraudster.

Security 1<sup>st</sup> Title does not require your funds to be wired. We accept certified checks. If you prefer to wire, you must contact us by phone to request our wire instructions. We will give them verbally or send via SECURED email. After receipt, if you receive another email or unsolicited call purporting to alter these instructions please disregard and immediately contact us.

**\*\*\*Closing funds in the form of ACH Electronic Transfers will NOT be accepted\*\*\***

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY on emails or other communications purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.**
- **DO NOT FORWARD wire instructions to any other parties.**
- **ALWAYS VERIFY WIRE INSTRUCTIONS, specifically the ABA routing number and account number, by calling the party who is receiving the funds.**
- **DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify with a phone directory.**
- **DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.**

### ACKNOWLEDGEMENT OF RECEIPT – YOU MUST SIGN BELOW

Your signature below acknowledges receipt of this Wire Fraud Alert.

Buyer

*Don Hamm, Member*

Seller

7/14/2020 12:13:55 AM CDT

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:  
<http://www.fbi.gov>

Internet Crime Complaint Center:  
<http://www.ic3.gov>



## AVERAGE MONTHLY UTILITIES MISCELLANEOUS INFORMATION

Property Address: 622 Brookside - Hutchinson, KS 67501 (the "Real Estate")

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

Utility Provider   Company	12 Month Avg
Electric: _____	_____
Water & Sewer: _____	_____
Gas   Propane: _____	_____

If propane, is tank owned or leased?      Owned      Leased

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

\_\_\_\_\_

<b>Appliances that Transfer:</b>	Refrigerator?	Yes	No	Washer?	Yes	No
	Dishwasher?	Yes	No	Dryer?	Yes	No
	Stove/Oven?	Yes	No	Other?	<u>any remaining appliances</u>	
	Microwave?	Yes	No		<u>transfer to buyers</u>	

**Homeowners Association:**    Yes    ~~No~~

Dues Amount: \_\_\_\_\_      Yearly      Monthly      Quarterly

Initiation Fee: \_\_\_\_\_

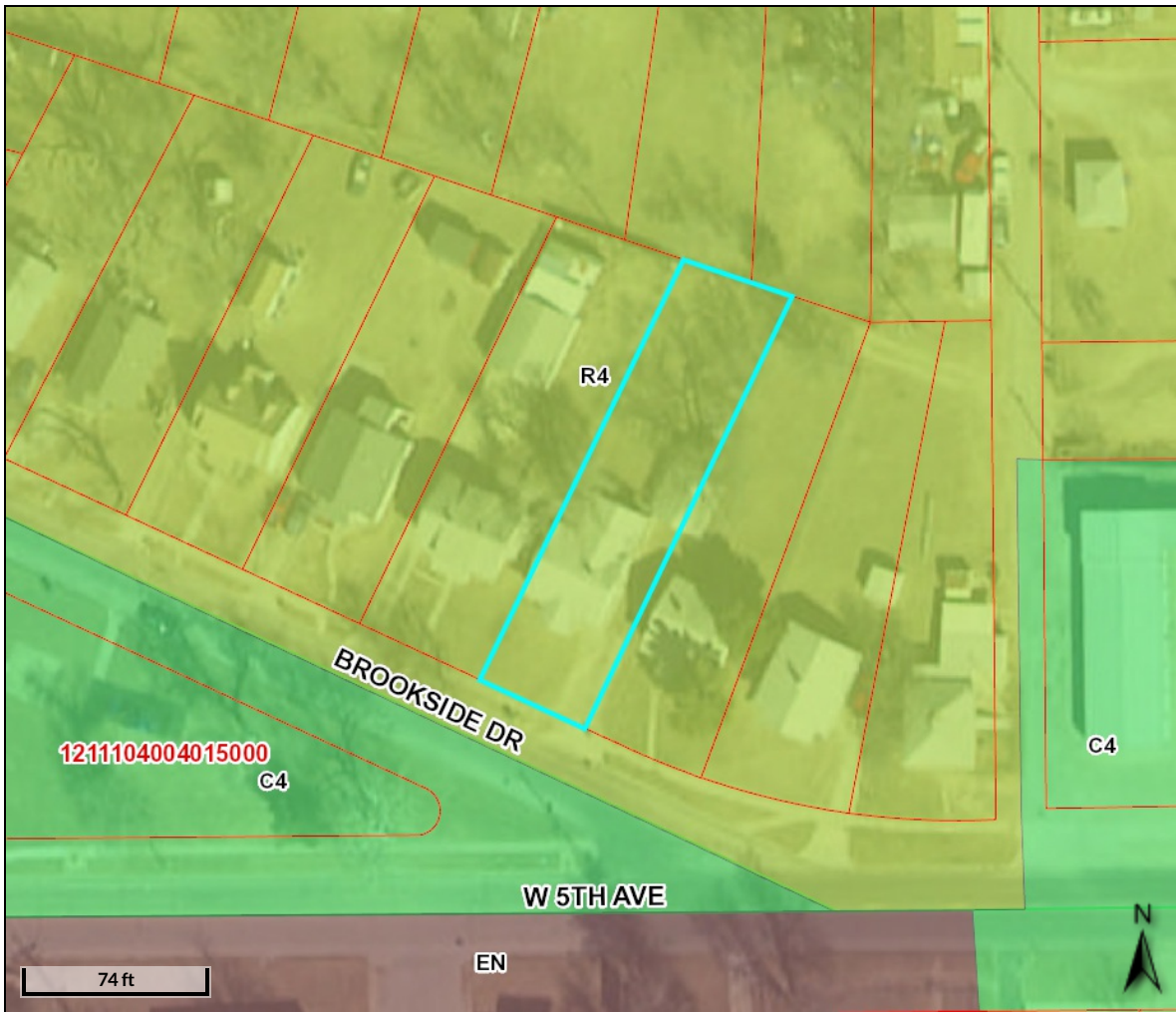
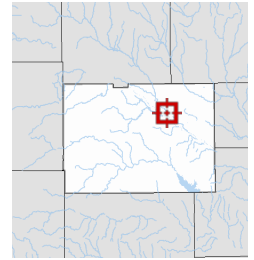
Are there any permanently attached items that will not transfer with the Real Estate (e.g. projector, chandelier, etc.)? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*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.*

**Beacon**<sup>TM</sup>

Reno County, KS

**Overview****Legend****Parcel Numbers**

- Parcels
- Townships

**Hutchinson**

- <all other values>
- C1
- C2
- C3
- C4
- C5
- CR
- EN
- I1
- I2
- I3
- MP
- P/I
- R1
- R2
- R3
- R4
- R5
- TA
- Road Centerline
- Reno County Boundary

**Parcel ID** 1211104018020000  
**Sec/Twp/Rng** 11-23-06W  
**Property Address** 622 BROOKSIDE DR  
Hutchinson

**Alternate ID** R13322  
**Class** R - Residential  
**Acreage** n/a

**Owner Address** KANSAS HOME GUYS LLC  
601 E PAWNEE ST N  
WICHITA, KS 67211

**District** 005  
**Brief Tax Description** MCNAUGHTEN INV CO, S11, T23, R06W, BLOCK 4, Lot 13  
(Note: Not to be used on legal documents)

Date created: 7/16/2020  
Last Data Uploaded: 7/15/2020 10:39:32 PM

Developed by Schneider  
GEOSPATIAL



622 Brookside – Hutchinson, KS 67501

Flood Zone: Area with Reduced Flood Risk Due to Levee



AREA WITH REDUCED FLOOD RISK DUE TO LEVEE

20155C0287F

eff. 1/6/2010



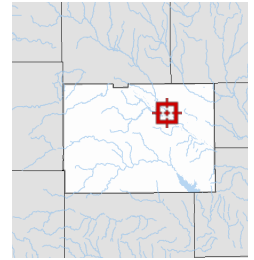


Beacon™

Reno County, KS



#### Overview



#### Legend

Parcel Numbers

- Parcels
- Townships
- Road Centerline
- Reno County Boundary

Parcel ID 1211104018020000  
Sec/Twp/Rng 11-23-06W  
Property Address 622 BROOKSIDE DR  
Hutchinson

Alternate ID R13322  
Class R - Residential  
Acreage n/a

Owner Address KANSAS HOME GUYS LLC  
601 E PAWNEE ST N  
WICHITA, KS 67211

District 005  
Brief Tax Description MCNAUGHTEN INV CO, S11, T23, R06W, BLOCK 4, Lot 13  
(Note: Not to be used on legal documents)

Date created: 7/16/2020  
Last Data Uploaded: 7/15/2020 10:39:32 PM

Developed by Schneider  
GEOSPATIAL



## 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. Contracts will be written in the name used to create the online bidding account unless other arrangements are made with McCurdy prior to the auction.
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 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.
12. Bidder authorizes McCurdy to 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 Real Estate. Any person entering on the premises assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the Real Estate, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.
16. McCurdy has the right to establish all bidding increments in a commercially reasonable manner.
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.
23. When creating an online bidding account, Bidder must provide complete and accurate information. Bidder is solely responsible for maintaining the confidentiality and security of their online bidding account and accepts full responsibility for any use of their online bidding account. In the event that Bidder believes that their online bidder account has been compromised, Bidder must immediately inform McCurdy at [info@mccurdyauction.com](mailto:info@mccurdyauction.com).
24. Bids submitted using the online bidding platform cannot be retracted. Bidder uses the online bidding platform at Bidder's sole risk. McCurdy is not responsible for any errors or omissions relating to the submission or acceptance of online bids. McCurdy makes no representations or warranties as to the online bidding platform's uninterrupted function or availability and makes no representations or warranties as to the online bidding platform's compatibility or functionality with Bidder's hardware or software. Neither McCurdy or any individual or entity involved in creating or maintaining the online bidding platform will be liable for any damages arising out of Bidder's use or attempted use of the online bidding platform, including, but not limited to, damages arising out of the failure, interruption, unavailability, or delay in operation of the online bidding platform.
25. The ability to "pre-bid" or to leave a maximum bid prior to the start of the auction is a feature offered solely for Bidder's convenience and should not be construed as a call for bids or as otherwise beginning the auction of any particular lot. Pre-bids will be held by McCurdy until the auction is initiated and will not be deemed submitted or accepted by McCurdy until the auction of the particular lot is formally initiated by McCurdy.
26. 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 extend the scheduled closing time of the auction.
27. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set out in paragraph 6 of these Terms and Conditions by 12:00 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.
28. 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.



# 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*)

