PROPERTY INFORMATION PACKET | THE DETAILS



2700 S. 208th St. W. | Goddard, KS 67052

AUCTION: Bidding Ends: Thursday, August 20th, 2020 @ 2:00 PM









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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.

FIELDS CUSTOMIZABLE



MLS# 584532 Status Active **Contingency Reason**

601 Area

2700 S 208TH ST W Address

City Goddard Zip 67052 **Asking Price** \$0 **Original Price** \$0 **Picture Count** 36















McCurdy Auction, LLC - OFF: 316-867

NONE LISTED ON TAX RECORD





KEYWORDS

AG Bedrooms 3 **Total Bedrooms** 5.00 **AG Full Baths** 2 **AG Half Baths** 0 **Total Full Baths** 3 **Total Half Baths** 0 **Garage Size** 4+

Basement Yes - Finished Levels One Story Approximate Age 21 - 35 Years Acreage 1.01 - 5 Acres

Approx. AGLA 1661

AGLA Source Court House Approx. BFA 1215.00 **BFA Source** Court House Approx. TFLA 2.876 Lot Size/SqFt 213008 Number of Acres 4.89

List Office - Office Name and

GENERAL

List Agent - Agent Name and

Phone

Showing Phone

Parcel ID

Elementary School

High School

Legal

Virtual Tour Y/N

Display Address

BEG SE COR NW1/4 W 480.73 FT NWLY

1-800-301-2055

Robert Goddard

Oak Street

626.77 FT NELY ALG CUR 203.79 FT

20173-193-06-0-23-01-006.00

SELY 885.21 FT TO BEG EXC NWLY 35

Megan Rae Niedens - OFF: 316-683-0612

Yes

VOW: Allow AVM

Phone

Year Built

School District

Middle School

Realtor.com Y/N

Subdivision

10.6 x 15.8

Basement

14.11 x 25.1

Yes

Yes

-3600

1994

Goddard265

Goddard

ROOMS

Master Bedroom Level Master Bedroom Flooring Living Room Dimensions Kitchen Level Kitchen Flooring Room 4 Type **Room 4 Flooring** Room 5 Type Bedroom **Room 5 Flooring** Room 6 Type Room 6 Flooring Room 7 Type Room 7 Flooring Room 8 Type

Room 8 Flooring Room 9 Type Room 9 Flooring Room 10 Type Room 10 Flooring Room 11 Type Room 11 Flooring Room 12 Type **Room 12 Flooring**

Main

Laminate - Other 19.1 x 21.1 Main

Tile Bedroom Laminate - Other

Laminate - Other Bedroom Carpet Bedroom

Carpet Family Room Carpet Rec. Room Carpet

Master Bedroom Dimensions 15.8 x 14.2 Living Room Level Main

Laminate - Other Living Room Flooring **Kitchen Dimensions** 18.1 x 11.3 Room 4 Level Main **Room 4 Dimensions** 11.11 x 11.4 Room 5 Level Main **Room 5 Dimensions** 13.1 x 10.2 Room 6 Level Basement **Room 6 Dimensions** 15.4 x 12.4 Room 7 Level Basement **Room 7 Dimensions** 11.7 x 19 Room 8 Level Basement

Room 9 Level **Room 9 Dimensions** Room 10 Level **Room 10 Dimensions** Room 11 Level **Room 11 Dimensions** Room 12 Level **Room 12 Dimensions**

Room 8 Dimensions

DIRECTIONS

FEATURES

ARCHITECTURE

EXTERIOR CONSTRUCTION

Frame w/More than 50% Mas

Masonry-Stone

Stucco ROOF

Composition

LOT DESCRIPTION

Irregular Wooded **FRONTAGE**

Unpaved Frontage **EXTERIOR AMENITIES**

Covered Patio

Deck

Fence-Other/See Remarks

Gutterina Horses Allowed Storage Building(s) Storm Door(s)

Storm Windows/Ins Glass

Outbuildings GARAGE Attached Detached

FLOOD INSURANCE

Unknown

UTILITIES

Lagoon Propane Gas Private Water

BASEMENT / FOUNDATION

Full

Walk Out Mid-Level

View Out

Std Bsmt Window no-egress

BASEMENT FINISH

2 Bedroom 1 Bath

Bsmt Rec/Family Room

Bsmt Storage

2 Add. Finished Rooms

COOLING Central Electric **HEATING**

Forced Air Propane-Leased

Kitchen/Dining Combo

DINING AREA

FIREPLACE

One Living Room

Gas

KITCHEN FEATURES

Range Hood Electric Hookup **Granite Counters**

APPLIANCES Dishwasher

Disposal

Microwave Refrigerator Range/Oven

Washer Dryer

MASTER BEDROOM

Master Bdrm on Main Level Master Bedroom Bath

Sep. Tub/Shower/Mstr Bdrm Two Sinks

Quartz Counters

Jetted Tub

AG OTHER ROOMS

Mud Room **LAUNDRY** Main Floor 220-Electric Wash Sink

INTERIOR AMENITIES

Ceiling Fan(s) Closet-Walk-In

Fireplace Doors/Screens Owned Water Softener

Skylight(s) Vaulted Ceiling Window Coverings-All Laminate - Other **POSSESSION** At Closing

PROPOSED FINANCING Other/See Remarks

WARRANTY

No Warranty Provided

OWNERSHIP Individual

PROPERTY CONDITION REPORT

DOCUMENTS ON FILE

Ground Water

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 **Currently Rented Y/N**

Rental Amount

Total Specials

General Property Taxes \$2,973.61 **General Tax Year** 2019 **Yearly Specials** \$7.80

\$7.80

HOA Y/N

Yearly HOA Dues **HOA Initiation Fee**

Home Warranty Purchased Unknown Earnest \$ Deposited With Security 1st Title

No

MARKETING REMARKS

Marketing Remarks This property is offered by Megan McCurdy-Niedens with McCurdy Auction, LLC. Office: 316-867-3600 Email:

mniedens@mccurdyauction.com. Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | BIDDING OPENS: Thursday, August 6th, 2020 at 2:00 PM (cst) | BIDDING CLOSES: Thursday, August 20th, 2020 at 2:00 PM) (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property will be available to preview by appointment only, CLEAR TITLE AT CLOSING, NO BACK TAXES ONLINE ONLY!!! NO MINIMUM, NO RESERVE!!! Beautiful remodeled ranch home on 4.89+/- acres in the desirable Goddard School District! The front of the home is stone and stucco, giving it a lot of character. There is a covered entry, attached two-car garage, and well maintained landscaping. The backyard is our own private sanctuary surrounded by mature trees with double decks and a covered patio area underneath with access to the basement. A 20 x 36 garage/shop sits behind the home providing two overhead doors. There is also an 8 x 10 metal shed. The home is on a well for both drinking and irrigation as well as a leased propane tank and lagoon. A 40-year roof was placed in 2011 per the sellers along with two new basement windows in 2020. Amana high-efficiency CH/CA is approximately nine years old. The home is on Manabloc style plumbing. The interior of the home has new paint, hardware, fixtures, and wood laminate flooring throughout most of the main level. The large living room features vaulted ceilings, a gas fireplace, a built-in bookshelf, and a huge picture window overlooking the backyard. Next to the living room is the bright remodeled kitchen with white cabinetry, tile backsplash, granite countertops, tile flooring, eating space, and outside deck access. Stainless steel appliances include the double door refrigerator, oven, dishwasher, and microwave. The kitchen is on a reverse osmosis system with the whole house on an Ecowater water softener. The master bedroom has access to its own private deck along with two walk-in closets, and an ensuite with double sinks, a walk-in shower, and a jetted tub. There are two additional bedrooms and a full bathroom with a tub/shower combination on the main level. The separate laundry room is also on the main level of the home with a sink and includes the washer and dryer. The full finished walk-out basement has a family/rec room with outside access, two bedrooms, a full bathroom with a tub/shower combination, and storage space. Great opportunity to purchase a home on nearly five acres regardless of price in Goddard, Kansas!!! *Open house on Wednesday, August 12th, 2020 from 4:00 PM - 6:00 PM DISCLOSURES \$10,000 anticipates closing on or before 30 days from the date of sale. A 45-day close is available at the discretion of purchaser with deposit of \$15,000 in earnest money at the time of contracting. *SEE TERMS OF SALE*

AUCTION

Type of Auction Sale **Method of Auction**

Absolute Online Only

> 1 - Open for Preview Yes 1 - Open/Preview Date 8/12/2020

Auction Location www.mccurdyauction.com

Auction Offering Real Estate Only

Auction Date 8/6/2020 **Auction Start Time** 2:00 PM **Auction End Date** 8/20/2020 **Auction End Time** 2:00 PM **Broker Registration Reg** Yes **Buyer Premium Y/N** Yes **Premium Amount** 0.10 **Earnest Money Y/N** Yes Earnest Amount %/\$ 10,000.00

1 - Open Start Time 4:00 PM **1 - Open End Time** 6:00 PM

TERMS OF SALE

*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 \$10,000 for 30-day closing, \$15,000 for 45

PERSONAL PROPERTY

-day closing.

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: 2700 S. 208th St. W Goddard, KS 67052												
	Seller: Richard & Debbie Cubada Date of Purchase:												
signe subs addr Instr	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	ines to explain.												
	By signing below you acknowledge that the failure to disclose known material information about the Property may result in liability.												
Mes	Message to the Buyer: Although Seller's Property Disclosure is designed to assist the SELLER in disclosing all known material (important) fact												
abou	about the Property, there are likely facts about the Property that the SELLER does not know. Therefore, it is important that you take an activole in obtaining the information about the Property.												
						2) Va	الميكند	·		·	(D) 4 4 1 1		
inade	equate	respo	nses.	(4) ir	equire about any attachments carefully. (i) ve in the	Seller	ımpo s Prop	rtant erty F	Intori Sisclo	mation. (3) Ask about any incomplete of sure. (5) Obtain professional inspections of		
the P	ropert	y. (6)	Inves	tigate	the surrounding area.	., .,,	DEMO	J 110p	city E	/I3CIO	sure. (3) Obtain professional inspections of		
1	THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT INDEPENDENTLY VERIFIED BY THE BROKER(S) OR AGENTS(S).												
			-		APPLIANCES PA	RTI		_		_	ELECTRICAL		
-		TR/	ANSF		T. Elvirons	_		TD	ANSF		ELECTRICAL		
			BUY						BU)				
_					1	-		-			1		
<u>و</u>	Does Not Transfer	Working	Not Working	Don't Know	Indicate the condition of the	au	Not	E	Not Working	Don't Know	Indicate the condition of the		
None	oes	Sol	<u>×</u>	n't k	following items by marking only one	None	Does Not Transfer	Working	Š	ıt K	following items by marking only one		
	1	>	Š	۵	appropriate box.		ŏF	5	Not	Dog	appropriate box.		
[]	[]	刘	[]	[]	Disposal	П	[]	M	[]	[]	Smoke/Fire Detectors		
[]	[]	OX	[]	[]	Dishwasher	[]	[]	M	[]	[]	Light Fixtures		
[]	[]	M	[]	[]	Oven	[]	[]	De la	[]		Switches/Outlets		
[]	[]	[Xi	[]	[]	Range (Circle One) Gas Electric	[]	[]	Ñ	[]	[]	Ceiling Fan(s)		
[]	[]	M	[]	[]	Microwave	[]	[]	X	[]	[]	Bathroom Vent Fan(s)		
		_			Built in (Circle One) XYES QNO	[]	[]	X	[]	[]	Telephone Wiring/Blocks/Jacks		
M	[]	[]	[]	[]	Range Hood	[]	[]	X	[]	[]	Door Bell		
					Vented Outside (Circle One) ☐YES ☐NO	M	[]	[1]	[]	[]	Intercom		
[]	[]	X	[]	[]	Kitchen Refrigerator	П	[]	(VI)	[]	[]	Garage Door Opener		
[]	[]	X	[]	[]	Clothes Washer	# of	Remote	es:			Keypad Entry: (Circle One) □YES □NO		
[]	[]	X	[]	[]	Clothes Dryer	M	[]	[]	[]	[]	Aluminum Wiring		
M	[]	[]	[]	[]	Trash Compactor	ΙÌ	[]	X	[]	[]	Copper Wiring		
N	[]	[]	[]	[]	Central Vacuum	[]	[]	, -	[]	[]	220 Voit		
X	[]	[]	[]	[]	Exterior Attached Gas Grill					[]	Service Panel Total Amps		
[]	[]	[]	[]	[]	Other:	X		[]	[]	[]	Security System		
[]	[]	[]	[]	[]	Other:	′		,			(Circle One) GOwn GRent/Financed		
[]	[]	[]	[]	[]	Other:						Company		
[]	[]	[]	[]	[]	Other:	Com	nents:						
Comn	nents:												
BUY	BUYER'S INITIALS:												

	WATER/SEWAGE SYSTEMS (See Part II Also)							HEATING & COOLING SYSTEMS				
	TRANSFERS						TRANSFERS					
		TC	BU	YER				ТО	BUY	ÆR.		
None	Does Not Transfer	Working	Not Working	Don't Know	Indicate the condition of the following items by marking only one appropriate box.	None	Does Not Transfer	Working	Not Working	Don't Know	Indicate the condition of the following items by marking only one appropriate box.	
TEXT TO TEXT				[] [] [] [] [] [] [] [] [] [] [] [] [] [Sewage Systems Sump Pump Backup Sump Pump/Battery Plumbing Type Water Heater (Circle One) □Elect □Gas Size & Age Instant Hot Water Water Softener (Circle One) □Wm □Rent/Lease Company Water Purifier/Reverse Osmosis Underground Sprinkler System Backflow Device (Circle One) □YES □NO Date Last Tested or Inspected Pool Equipment Hot Tub/Spa		Ele 9	YC.	[]		Cooling System Type Age Heating System Type Age Window/Wall Air Conditioning Units Electronic Air Filter Humidifier Fireplace Fireplace Fireplace Insert Wood burning Stove Chimney/Flue - Date Last Cleaned Gas Log Lighter Whole House Attic Fan Solar Equipment Propane Tank	
Comm	nents:					P.		0			(Circle One) Down Rent/Lease	
_			-		MEDIA		1581	1	DO	LHC [®]	Company	
			NSFI BUY		WIEDIA	Comm	ients:					
None	Does Not Transfer	Working	Not Working	Don't Know	Indicate the condition of the	_	ddition T S u	n		5	25/21/2	
I X I I I X X X X X X X X X X X X X X X			[]		Satellite Dish# of Rcvrs/Remotes Attached Antennaes Cable TV Wiring/Jacks Attached Television Mount(s) Projector(s) Projector Screen(s) Surround Sound Speakers Wired for Surround Sound	ナルカナップ	he ear he the	d u	le - I ba	ek Pa ter ek	cump under in case of in to Keep away from of the house.	
									_			

BUYER'S INITIALS:___

SELLER'S INITIALS: Pg 2 of 7



PART II

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

1

2	Attach all relevant documentation for further explanation, including any and all repair reports.								
3	YES	YES NO DON'T SECTION 1 KNOW STRUCTURAL FOUNDATION /WALLS							
-	r'M'	[]	KNOW	STRUCTURAL FOUNDATION/WALLS					
5 6	M	IJ	ΙJ	Are any exterior walls covered with Exterior Insulation & Finish System (synthetic stucco)? If YES, are you aware of any adverse conditions?					
7									
8	٠,	a./		Indicate all that apply: [] Basement [] Crawl Space [] Slab					
9	[]	l X		Are there any structural engineer's report(s) available?					
10		*	T	If YES, Date of Report: Copy Attached? (Mark One): [] YES [] NO					
11 12	r 1	()		your knowledge, indicate any past or present: (Use Comment Lines for further explanations)					
13	[] [X	[]	X	Movement, shifting, deterioration or other problems with walls or foundation? Cracks or flaws in the walls, floors or foundation?					
14	fi)AD		Problems with driveways, walkways, patios, retaining walls, party walls?					
15	ii	N.		Problems with operation of windows or doors, or broken seals?					
16	ij	Tun		Any corrective actions to items in this section? (Example - Piering, bracing, etc.)					
17	ij	W		Are there any transferable warranties? Date: (If YES, explain below and attach copy.)					
18	DO	î		Is there insulation in the walls?					
19	ίj	M	[]	Is there insulation in the floors?					
20	Additio	(C -	nments:	Misor age cracks in floor					
21				J					
22									
23									
24			DON'T						
- 1	YES	NO		SECTION 2					
25			KNOW	ROOF/INSULATION					
26			[]	Age: 9403 Type: Composition					
27	[]	M	[]	To your knowledge, are there any [] PAST [] PRESENT roof leaks? (Mark One)					
28	A			If any, identify details below.					
29	X			During your ownership, has the roof ever been [REPLACED? [] REPAIRED? (Mark One)					
30	<i>'</i>	m =2		If YES, Date: July 20// (Identify details below.)					
31		X		Are there any transferable warranties? Date: (If YES, explain below and attach copy.)					
32 33		X		Do you know of any problems with chimneys or chases? (If YES, explain below.)					
34	L J		[]	Do you know of any problems with roof, roof structure or rain gutters? (If YES, explain below.) Is there insulation in the ceiling/attic?					
	dditio	nal Com	ıments:	is there institution in the cening/attic?					
36	TO GITTE	nui con	michig.						
37									
38									
			DONET						
39	YES	NO	DON'T	SECTION 3					
40			KNOW	MOLD/MILDEW					
41	lccordi	ng to th	ie EPA, mi	olds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the					
42	aked e	ye, and	l float thro	ough outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet.					
43	nhaling	or tou		d spores may cause allergic reactions in sensitive individuals.					
44			To y	our knowledge, indicate any past or present: (Use Comment Lines for further explanations)					
45	[]			Presence of any mold/mildew in the property?					
46			/L] /	Any problems created by mold or mildew for occupants of the structure during your ownership?					
47		7		Have you had any inspections for mold or mildew? If YES, Date: (If YES, explain below.)					
48				Have you received any reports pertaining to mold or mildew on or within the structure? (If YES, attach.)					
49 50	[]	JXI ■ nal Com		las the property had any professional mold remediation during your ownership? If YES, Date:					
51	waititil	iai COIII	ments:						
52									
53	BLIYF	R'S INI	ΤΙΔΙ ς.	Pg 3 of 7					
	LI			Pg 3 of 7 SELLER'S INITIALS:					



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 positions

	,	A	ttach all relevant documentation for further explanation, including any and all repair reports.						
YES	NO	DON'T	32011014						
		KNOW	WATER/SEWAGE SYSTEMS						
[]	K.		Is the property connected to City Water?						
[]	14		Is the property connected to Rural Water? If YES, Transfer Fee:						
X	[]		Is the property connected to any private water systems? (Mark all that apply.)						
			Drinking Well [] Irrigation Well [] Geo-Thermal Well						
			Type: Cased Location: East bouse Depth: 90'						
			Type: Location: Depth: Type: Location: Depth:						
r 1		2.5	Type: Depth:						
[]	Nr"	[]	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. Date Last Pumped:						
()	1		Is the property connected to a septic system? Tank Size: Location:						
			# feet laterals: # Feet infiltrators: Location:						
N	[]	1000	# feet laterals: # Feet infiltrators: Location: Location: Location: South of house 1501						
í i	[]		Is the property connected to some other type of waste disposal system? (If YES, explain below.)						
[]	IX.	[]	To your knowledge, is there any problem relating to the waste disposal system?						
ditic	onal Co	mments:							
		DON'T	SECTION 5						
YES	NO	KNOW	WATER INTRUSION/LEAKS						
_			your knowledge, indicate any past or present: (Use Comment Lines for further explanations)						
	W	[]	Any water leakage in or around the fireplace or chimney?						
j	Ø		American Indiana - Michigan I Hall - I I I I I I I I I I I I I I I I I I						
	M		Any water leakage around (if YES, mark all that apply.) [] WINDOWS [] SKYLIGHTS [] DOORS? Any leaks occurring in any plumbing, water supply lines, drains, sewer lines, etc.?						
]	XXXXXX	[]	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						
	JX.	[]	Any accumulation of water within the basement/crawl space?						
*		[]	Sump Pump(s) Location(s): Basement = Fast Location Drain Tiles (If YES, mark all that apply.) [] INTERIOR [] EXTERIOR						
] ditio		[] nments:	Drain Tiles (If YES, mark all that apply.) [] INTERIOR [] EXTERIOR						
artio	nui coi	milenes.							
		DON'T							
ES	NO		SECTION 0						
		KNOW	PEST, WOOD INFESTATION & DRY ROT						
	W.	[]	Do you have any knowledge of the following items on/affecting the property? (Mark all that apply.)						
1	(t. 20	F 3	[] 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.)						
]	M		[] WOOD DESTROYING INSECTS [] DRY ROT [] OTHER WOOD INFESTATION Have there been any repairs of such damage? (If YES, explain below.)						
]	②	20 53	Is the property currently under a termite warranty or other coverage by a licensed pest control company?						
	N.		Company: Warranty Expiration Date:						
	X		Any wood destroying insects control reports in the last 5 years? (If YES, explain below.)						
	M	March 1	Any professional wood destroying insects control treatments in the last 5 years? (If YES, explain below.)						
[]	XX		Any pest control reports in the last 5 years? (If YES, explain below.)						
[]	M		Any professional pest control treatments in the last 5 years? (If YES, explain below.)						
ditio	nal Con	nments:							

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

110			At	ttach all relevant documentation for further explanation, including any and all repair reports.
111	YES	NO	DON'T	SECTION 7
112			KNOW	ENVIRONMENTAL CONDITIONS
113		M	[]	Is the property located in a subdivision with a master drainage plan?
114		[]	[]	If YES, is the property in compliance?
115	M	[]	[]	Has the property ever had any drainage problems during your ownership? (If YES, explain below.)
116	ΙΪ	14	[]	Are there any producing or non-producing gas/oil wells on the property or adjacent property?
117	X	[]	[]	Do mineral rights convey to buyer? If NO, please define:
118	Ι `			Groundwater contamination has been detected in several areas in the State of Kansas.
119	[]	[X	[]	Are you aware of groundwater contamination or other environmental concerns?
120		Ď4	[]	Any reports or records pertaining to groundwater contamination or other environmental concerns?
121	[]	X	[]	Are there any diseased or dead trees and shrubs?
122		To	our know	ledge, are any of the following substances, materials, products on the real property? (YES or NO Only.)
123		M	Asbestos	TES OF NO Only.)
124	lii	水		nated soil or water (including drinking water)
125	l ii	M		r buried materials
126	lπ	N		ed paint (If YES, attach disclosure.)
127	l ii	ÍΝ		a in house according to the state of the sta
128	lii	K	Methane	
129	lii	M		s in wet areas
130		X		ve material
131		M		terial disposal (solvents, chemicals, etc.)
132	lίi	X		und fuel or chemical storage tanks
133	lii	X		ectro Magnetic Fields)
134	lä	X		naldehyde foam insulation (UFFI)
135		M	Other:	ialdenyde Idani insulation (OFFI)
136				ware if any portion of the property has over hear and fault and fa
137	[]	Į.	equipmen	ware if any portion of the property has ever been used for the manufacture of, or storage of, chemicals or
138	rı .	rbe.	To your ke	nt used in manufacturing methamphetamine, ecstasy, LSD or any other illegal substances? nowledge, are any of the above conditions present near your property?
139	Comme		To your ki	Cicles of Extreme heave Could live to 11
140	+-1	1 4	-	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
141	6	+ 0	Tark	elevater has flooded the baseout truck in 27 years
				s have beentaken ? Has not flooded in 9415.
142	YES	NO	DON'T	SECTION 8
143	163	INU	KNOW	BOUNDARIES/LAND
144	[]	[]		Have you had a survey of the property? (If YES, attach copy if available.)
145	[]	[]		Are the boundaries of your property marked in any way?
146		[].		Is there any fencing on the boundaries of the property?
147	fi	X	[]	Does fencing belong to the property? If YES, which sides?
148		20		Are there any features of the property shared in common with adjoining landowners, such as, walls, fences, roads,
149	[]	N.	[]	driveways? (If YES, explain below.)
150	[]	'NL	[]	Is the property owner responsible for maintenance of any such shared feature(s)?
151	[]	[NA		To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
152	ij	B	[]	To your knowledge, is any portion of the property located in a federally designated flood plain?
153	[] '	اتت		Do you currently, or have you ever, paid flood insurance for the property?
154	ij	1		To your knowledge, is any portion of the property located in a designated wetlands area?
155	IX.	[]	[]	Do you know of any of the following items that have occurred on the property or in the immediate area?
156	75			(Mark all that apply.)
157				[] EXPANSIVE SOIL [] EARTH MOVEMENT
158				FILL DIRT [] UPHEAVAL
159				() of the Add
160				[] SEITLING [] EARTH STABILITY PROBLEMS
	Comme	nts:	511	diet was how it is a
162	11	/	6 1	and fut around
163	1	<i></i>	TOUS	THE OFFICE OFFICER
				V
l64	BUYF	R¹S INI	TIALS:	Pg 5 of 7
	!			Pg 5 of 7 SELLER'S INITIALS:



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.

167		SECTION 9			
168	YES	NO	KNOW	SPECIAL ASSESSMENTS AND HOMEOWNER'S ASSOCIATION	
169	-		The	e law requires that the Seller disclose the existence of special assessments against a property.	
170		V		Any current/pending bonds, assessments, or special taxes that apply to property?	
171		/K		The property may be subject to special assessments or is located in an improvement district? (Refer to relevant	
171	[]	M	[]	tax disclosure - Mark One).	
172				[] Owner [] County [] Public Record [] Other:	
173	[]	JO.	[]	Is the property subject to rules or regulations of an active Homeowner's Association?	
174			[]	Annual Dues? Initiation Fee?	
175	F 1	6.00		Homeowner's Association contact information:	
176	[]	1)VU		Is the property subject to a right of first refusal?	
177	[]	X	[]	Is the property subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions?	
178	[]	XI		Any violations of such covenants and restrictions?	
179	Comme	nts:		, see and the second se	
180					
181					
182			DON'T	SECTION 10	
183	YES	NO	KNOW		
103				MISCELLANEOUS	
184	[]	ιχ	[]	Have any improvements or repairs (including, but not limited to, HVAC, plumbing, electrical, structural additions) been made to the property without obtaining required permits?	
185	[]	DI.		Are any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions?	
186	ii	W	ii	Is the present use of the property a non-conforming use?	
187	[]	M		Have you had any insurance claims in the past five years?	
188	[]	[1]	[]	Were repairs made? If so,	
189	[]	XIX	[]	Is there any unrepaired damage due to hail, storm, wind, fire or flood?	
190				Are there any stains, tears, burns, holes, etc., in the property that are not readily visible?	
191	X			Does a pet(s) reside or has a pet(s) ever resided in or on the property?	
192	El ([]	Is there any damage due to pets, interior/exterior, including, but not limited to, odors, stains, etc.?	
193 194	X	[]	7.1	Do all window and door treatments remain? If NO, please list:	
195	·			Does any other personal property remain? If YES, please list:	
196	[]	X	N. Y.	boes any other personal property remain? If YES, please list:	
197	[]	X	[]	Does the property contain any of the following? (Mark all that apply.)	
198	[]	1X	[]	[] Swimming Pool [] Spa [] Hot Tub [] Sauna [] Water Feature	
199	[]	XL	[] [f YES, are either of the following heated? [] Swimming Pool [] Spa If yes, type of heat?	
200	[]	Dr	[1]	Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water	
201		7 3	- 1	feature? Explain:	
202	[]	H	' 1 t	s 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?	
203	[]	KY.		Are there any other facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use,	
204	[]	/ X 1		or desirability of the property?	
	Commer		[] /	Are there any transferable warranties on the property or any of its components?	
206					
207					
208					
209	Any Add	itional	Comment	ts For Part II:	
210	,				
211					
212					
213				l l	
214					
215	BUYER	'S INI	TIALS:	Pg 6 of 7 SELLER'S INITIALS:	

216	SELLER'S ACKNOWLEDGEMENT
217 218 219 220 221 222 223	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.
224	Seller is occupant: YES [] NO
225 226 227 228	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: Date
229	Date
230 231 232 233	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.
234 235	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.
236 237 238 239	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:
240 241 242 243	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.
244 245 246 247 248 249	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.
250	BUYER:BUYER:
251 252 253	Date This form is approved by legal counsel for the Wichita Area Association of REALTORS® exclusively for use by members of the Wichita Area Association of REALTORS® and other authorized REALTORS®. No warranty is made or implied as to the legal validity or adequacy of this

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254 255 form, or that its use is appropriate for all situations. Copyright March 2014.





WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 2700 S. 208th St. W Goddard, KS 67052
DOES THE PROPERTY HAVE A WELL? YES X NO
If yes, what type? Irrigation Drinking Other
Location of Well: Ecost Of Home - Approx SOFT.
DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES NO
If yes, what type? Septic Lagoon
Location of Lagoon/Septic Access: South of Home
Fichael Marie 7-22-2020 Owner Date
Owner Date $ \frac{2}{12z/2} = 2 $ Owner Date
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: 2700 S. 208th St. W Goddard, KS 67052	
The parties are advised to obtain expert advice in regard to any environmental concerns.	
SELLER'S DISCLOSURE (please complete both a and b below)	
Presence of groundwater contamination or other environmental concerns (initial one): Seller has no knowledge of groundwater contamination or other environmental concerns are:	ncerns; or
(b) Records and reports in possession of Seller (initial one): Seller has no reports or records pertaining to groundwater contamination environmental concerns; or Seller has provided the Buyer with all available records and reports per 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 accurate, and that Buyer and all licensees involved are relying on Seller's information. Buyer of Buyer has reviewed Seller's responses and any records and reports furnished by Seller.	is true and ertifies that
Seller Date Buyer	Date

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lpstan@t

Buyer

Date



File #:

Property Address: 2700 S. 208th St. W. Goddard, KS 67052

WIRE FRAUD ALERT

IMPORTANT! YOUR FUNDS MAY BE AT RISK

SECURITY 1ST 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 1st 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.

	NT OF RECEIPT – YOU MUST SIGN BELOW acknowledges receipt of this Wire Fraud Alert.
	fished deonder 7-22-2000
Buyer	Seller
For more information on wire-fraud sc	ams or to report an incident, please refer to the following links: 12020

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

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



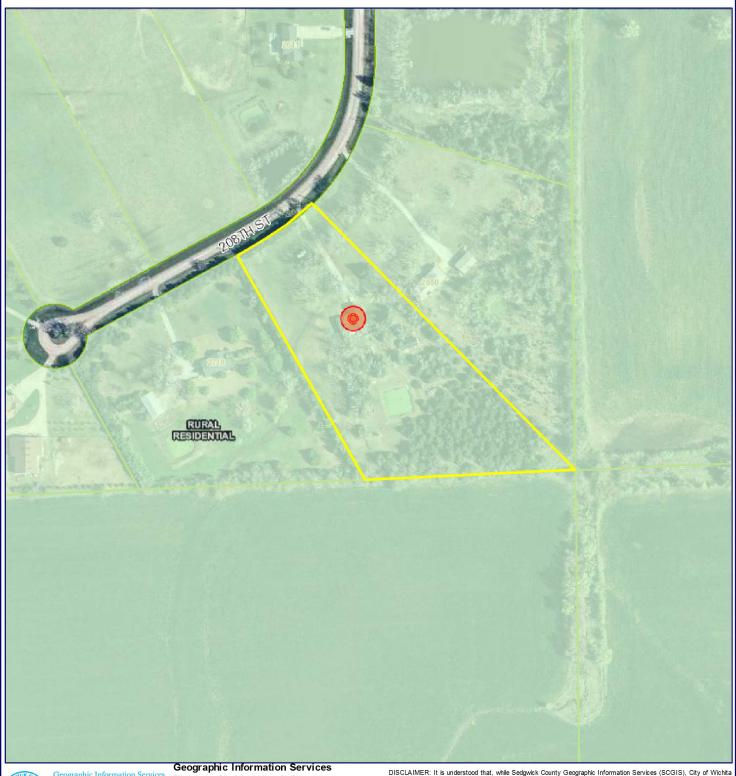
AVERAGE MONTHLY UTILITIES

MISCELLANEOUS INFORMATION

Property Address:	2700 S. 208	th St. W.	- Godd	ard, K	(S 6705	2	(the "Real Estate"
Please provid	de below, to the b	est of your k	nowledge	e, the red	quested inf	ormation re	elated to the Real Estate
Electric:	Utility Provide Evergy	12 Month Av g \$125 +/- Month					
Water & Sewer:	Well and L	agoon					_
Gas Propane:	Propane -	Approxim	ately 5	0% ful	ll tank		
If propane,	is tank owned o	r leased?	□Owi	ned	Leased	d	
	If leased, pleas Ramsey Pi	•					nt:
Appliances that Tr	ansfer:	Refrigerator? ✓ Yes ☐ No Dishwasher? ✓ Yes ☐ No Stove/Oven? ✓ Yes ☐ No Microwave? ✓ Yes ☐ No				•	☑Yes □No ☑Yes □No
Homeowners Asso	ociation: Yes	₽No					
Dues Amou	unt:		□Year	·ly	□Month	nly □Qı	uarterly
Initiation Fe	ee:						
Are there any pern	nanently attach	ed items tha	at will no	t transf	er with th	e Real Esta	ite (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.

2700 S. 208th St. W., Goddard, KS 67052 Zoning - Rural Residential



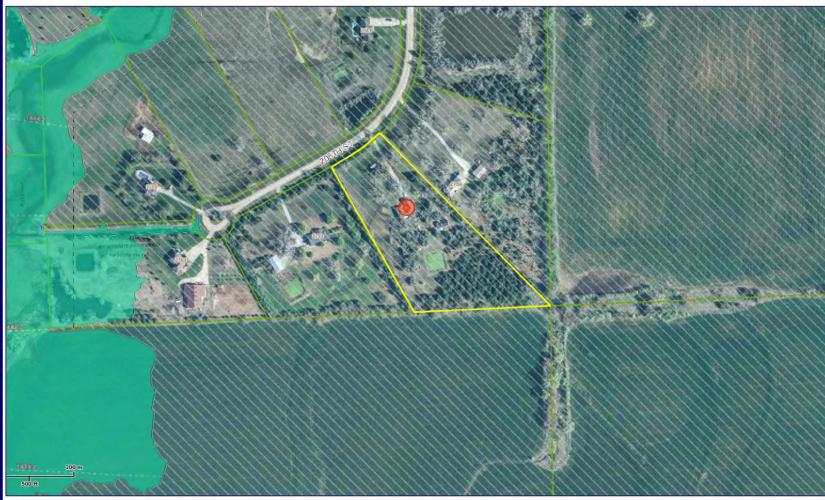


Geographic Information Services
Division of Information & Operations
www.sedgwickcounty.org/gis
525 N. Main, Suite 212, Wichita, KS 67203
Tel: 316.660.9290 Fax: 316.262.1174

Thu Dec 19 15:43:44 GMT-0600 2019

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 all 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 goodwild, arsing from the use, operation or modification of the data. In using these data, users further agrees 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.

2700 S. 208th St. W., Goddard, KS 67052 Flood Zone



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 DISCLAIMER: It is understood that, while Sedgatick County Geographic Information Services (SCGIS), City of Wichta 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 be implied with respect to the information, that or service furnishes herein. In no event shall the Data Providers become leable 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 agrees to indimently, defind, and hold harminess the Data Providers for any and all liability of any netures 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.

Thu Dec 19 15:43:44 GMT-0600 2019

Legend

Flood Plain

Base Flood Approximate

- -

Base Flood Elevations

_

0.2 Pct Annual Chance

0.2 PCT Annual Chance Flood H

Α

P A

ΑE

AE,

AE, FLOODWAY



AH

AH

AO

AO

X - Area of Special Consideration

X AREA OF SPECIAL CONSIDER

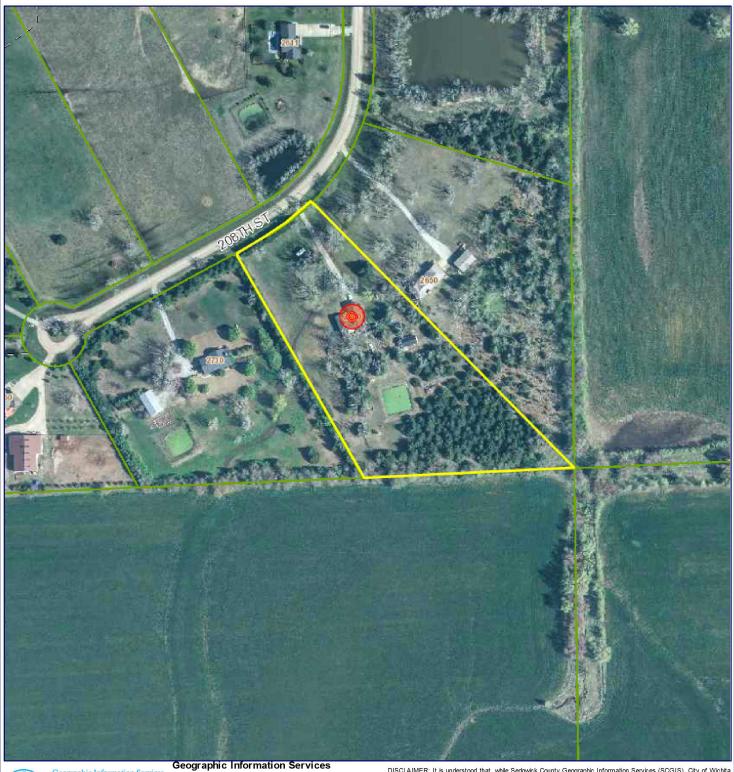
X

<u>Χ</u>,

Area Not Included



2700 S. 208th St. W., Goddard, KS 67052 Aerial





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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, in the event that Bidder is the successful bidder, the Contract for Purchase and Sale.
- 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. 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.
- 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 guests or minors 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. McCurdy reserves 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)













