

PROPERTY INFORMATION PACKET | THE DETAILS



1011 W. Main & 105 N. Clark | Lyons, KS 67554

AUCTION: BIDDING OPENS: Mon, Sept 21st @ 5:00 PM
BIDDING ENDS: Thurs, Sept 24th @ 2:00 PM

12041E, T9th St N, Wichita, KS, 67206
316.867.3600 • 800.944.4439
www.McCurdyAuction.com



McCurdy
AUCTION
REAL ESTATE SPECIALISTS



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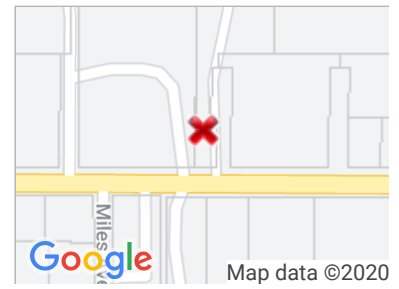
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer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

STANDARD



MLS # 585216
Status Active
Contingency Reason
Property Type Other
Address 1011 W Main St
Address 2 105 N. Clark
City Lyons
State KS
Zip 67554
County Rice
Area OUT - Out of Area
Asking Price \$0
Class Commercial/Ind/Bus
For Sale/Auction/For Rent Auction
Associated Document Count 3
Picture Count 36



GENERAL

List Agent - Agent Name and Phone	Ty Patton	Realtor.com Y/N	Yes
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-867-3600	Display on Public Websites	Yes
Co-List Agent - Agent Name and Phone		Display Address	Yes
Co-List Office - Office Name and Phone		VOW: Allow AVM	Yes
Showing Phone	800-301-2055	VOW: Allow 3rd Party Comm	Yes
Sale/Lease		Virtual Tour Y/N	
Building Size SqFt	N/A or Lease		
Number of Acres	4.99		
Zoning	General Comm		
Parcel ID	08008-8-33-0-30-03-014.00-0		
# of Stories	1		
Apx Gross Building SqFt	2,044.00		
Apx Net Rentable SqFt	2,044.00		
Apx Min Available SqFt	2,044.00		
Apx Max Contiguous SqFt	2,044.00		
Apx Vacant SqFt	2,044.00		
Land SqFt	217,364.00		
Present Use of Bldg	RV Park		
Bldg on Leased Land	No		
Invest Package Available	No		
Year Built	1960		
Subdivision	NONE LISTED ON TAX RECORD		
Legal	Long Legal, See Taxes		

DIRECTIONS

Directions (Lyons) W Main & N Grand Ave - West to park

FEATURES

LOADING DOCK None	CONSTRUCTION Other/See Remarks	OWNER PAID EXPENSES External Building Repairs	TERMS OF LEASE No Leases
RAIL None	SIDEWALL HEIGHT None	Electricity	DOCUMENTS ON FILE Aerial Photos
OVERHEAD DOORS None	ROOF Other/See Remarks	Gas	Lead Paint
PARKING Parking Area	UTILITIES AVAILABLE Gas	Internal Building Repairs	Photographs
ROAD FRONTAGE City Arterial	Electric	Janitorial	OWNERSHIP Individual
LOCATION Central Business District	City Water	Mechanical Repairs	SHOWING INSTRUCTIONS Call Showing #
	City Sewer	Personal Property Tax	LOCKBOX Combination
	Separate Meters	Property Insurance	TYPE OF LISTING Excl Right w/o Reserve
	FLOORS Other/See Remarks	Real Estate Taxes	AGENT TYPE Sellers Agent
	HEATING None	Sewer	FLOOD INSURANCE Unknown
	COOLING Window Unit	Site Maintenance	
		Trash	
		Water	
		Other/See Remarks	
		ELECTRICAL 110 Volt	
		MISCELLANEOUS FEATURES	

FEATURES**TENANT PAID EXPENSES**

None

None

PROPOSED FINANCING

Other/See Remarks

POSSESSION

At Closing

FINANCIAL

Assumable Y/N	No
With Financing	
Value Land	
Value Improved	0
General Property Taxes	\$804.58
General Tax Year	2019
Special Taxes	1,144.30
Special Tax Year	2019
Special Balance	2,832.90
Gross Income	
Earnest \$ Deposited With	Security 1st Title

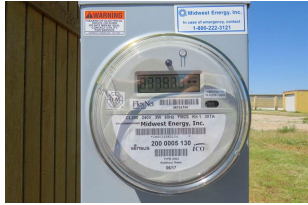
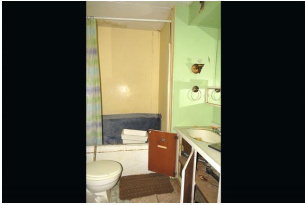
MARKETING REMARKS

Marketing Remarks This property is offered by Ty Patton with McCurdy Auction, LLC. Office: 316-867-3600 Email: tpatton@mccurdyauction.com. Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | BIDDING OPENS: September 21st at 5:00 pm (cst) | BIDDING CLOSSES: Thursday, September 24th Starting at 2:00 pm (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available for preview September 18th, 12-3 pm. ONLINE BIDDING IS AVAILABLE THROUGH SELLER AGENT'S WEBSITE. CLEAR TITLE AT CLOSING, NO BACK TAXES Excellent business opportunity in Lyons, KS including an RV and mobile home park! 30+ mobile home and/or RV pads 9'x15' shed/office building built in 2018 2 single wide mobile homes: built in 1975 and 840 square feet built in 1979 and 784 square feet 4.99 +/- acres total Zoned C-S: Highway Service District & M-P: Manufactured Home Park District 11 meters + 1 on the shed/office Shared storage building with a restroom/washroom (measures 22'x10') All new water and gas lines in 2012 Excellent visibility, located on Highway 56 *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 \$10,000.

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview	Yes
Method of Auction	Online Only	1 - Open/Preview Date	9/18/2020
Auction Location	www.mccurdyauction.com	1 - Open Start Time	12 PM
Auction Offering	Real Estate Only	1 - Open End Time	3 PM
Auction Date	9/21/2020		
Auction Start Time	5 PM		
Auction End Time	2 PM		
Broker Registration Req	Yes		
Broker Reg Deadline	9/23/20 @ 5 PM		
Buyer Premium Y/N	Yes		
Premium Amount	0.10		
Earnest Money Y/N	Yes		
Earnest Amount %/\$	10,000.00		

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.

COMMERCIAL PROPERTY DISCLOSURE STATEMENT

Document updated:
April 2015

SELLER:	BLC Properties, LLC by	Blaine Clark, Member
DATE:	8/3/2020	
PROPERTY ADDRESS:	1011 W. Main	Lyons, KS 67554

Part 1. MESSAGE TO THE SELLER:

1. SELLER'S AGREEMENT AND AUTHORIZATIONS:

- This form is designed to assist you in making disclosures to the BUYER. If you have actual knowledge of a condition on or affecting the Property, then you must disclose that information to the BUYER on this Commercial Property Disclosure Statement (the "Statement").
- SELLER discloses the information on this Statement with the knowledge that even though it is not a warranty or guarantee of the condition of the Property, prospective BUYER(S) may rely on the information contained in this Statement in deciding whether, and on what terms and conditions, to purchase the Property.
- SELLER authorizes any real estate licensees involved in this transaction to provide a copy of this Statement to any person or entity in connection with any actual or possible purchase of the Property.

2. SELLER'S INSTRUCTIONS:

- SELLER has an obligation under this Statement to:
 - Review this Statement and any attachments carefully;
 - Verify all the important information concerning the Property;
 - Attach all available supporting documentation on the Property;
 - Use explanations lines as requested and when necessary; and
 - Use the explanation lines to explain when the SELLER does not have the personal knowledge to answer a question.
- By signing this Statement, the SELLER agrees and acknowledges that the failure to disclose known material facts about the Property may result in liability to the BUYER for fraud and misrepresentation.

3. SELLER'S INDEMNIFICATION OF REAL ESTATE LICENSEES:

- SELLER agrees to hold harmless, indemnify and defend any real estate licensees involved in this transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to sell the Property.

BLC _____
SELLER'S INITIALS SELLER'S INITIALS

Part 2. MESSAGE TO THE BUYER:

1. BUYER'S AGREEMENT AND AUTHORIZATIONS:

- This Statement is a disclosure of the condition of the Property as it is actually known by the SELLER on the date that the Statement was signed.
- BUYER agrees and acknowledges that this Statement is not a warranty or guarantee of any kind by the SELLER or any real estate licensees involved in this transaction regarding the condition of the Property and should not be used as a substitute for any inspections or warranties the BUYER(S) may wish to obtain on the Property.

2. BUYER'S INSTRUCTIONS:

- A. BUYER has an obligation under this Statement to:
- (1) Review this Statement and any attachments carefully;
 - (2) Verify all the important information about the condition of the Property contained in this Statement;
 - (3) Ask the SELLER about any incomplete or inadequate responses;
 - (4) Inquire about any concerns about the condition of the Property not addressed on this Statement;
 - (5) Review all other applicable documents concerning the Property;
 - (6) Conduct personal or professional inspections of the Property; and
 - (7) Investigate the surrounding areas of the Property to determine suitability for the BUYER.
- B. By signing this Agreement, the BUYER agrees and acknowledges that the failure to exercise due diligence to inspect the Property and verify the information about the condition of the Property contained in this Statement may affect the ability of the BUYER to hold the SELLER liable for conditions on the Property.

3. BUYER'S AGREEMENT TO HOLD REAL ESTATE LICENSEES HARMLESS:

- A. BUYER agrees that any real estate licensees involved in this transaction are not experts at detecting or repairing physical defects in and on the Property. BUYER agrees to hold harmless any real estate licensees involved in this lease transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to purchase the Property.

BUYER'S INITIALS

BUYER'S INITIALS

Part 3. GENERAL PROPERTY INFORMATION:

1. Approximate age of the Property: _____ n/a
2. Appropriate date that SELLER acquired the Property: _____ 9-1-2016
3. Does the SELLER currently occupy the Property? ☒ Yes ☐ No
- A. If No, has the SELLER ever occupied the Property? ☐ Yes ☐ No
4. Is the SELLER current on the following assessments, charges, fees or payments relating to the Property:
- A. Mortgage payments? ☒ Yes ☐ No
- B. Property taxes? ☒ Yes ☐ No
- C. Special assessments? ☒ Yes ☐ No
- D. Other: _____ ☐ Yes ☐ No
5. What is the current zoning of the Property?
Commercial
6. Are you aware of:
- A. Any violation of zoning, setbacks or restrictions or of a non-conforming use on the Property? ☐ Yes ☒ No
- B. Any declarations, deed restrictions, plan or plat requirements that have authority over the Property? ☐ Yes ☒ No
- C. Any violation of laws or regulations affecting the Property? ☐ Yes ☒ No
- D. Any existing or threatened legal action pertaining to the Property? ☐ Yes ☒ No
- E. Any litigation or settlement pertaining to the Property? ☐ Yes ☒ No
- F. Any current or future special assessments pertaining to the Property? ☐ Yes ☒ No
- G. Any other conditions that may materially and adversely affect the value or desirability of the Property? ☐ Yes ☒ No
- H. Any other condition that may prevent you from completing the sale of the Property? ☐ Yes ☒ No

- I. Any leases on the Property? ☐ Yes ☒ No
 If Yes, please attach a copy of each lease agreement and describe the tenant's rights and obligations under the leases:
- J. Any party currently in possession of the Property or a portion of the Property other than the SELLER? ☐ Yes ☒ No
 K. Any construction, landscaping or surveying done on the Property within the last six months? ☐ Yes ☒ No
 L. Any additions, alterations, repairs or structural modifications made without the necessary permits? ☐ Yes ☒ No
 M. Any nuisance or other problems originating within the general vicinity of the Property? ☐ Yes ☒ No
 N. Any notices of nuisance abatement, citations or investigations regarding the Property? ☐ Yes ☒ No
 O. Any recent reappraisal, reclassification or revaluation of the Property for property tax purposes? ☐ Yes ☒ No
 P. Any public authority contemplating condemnation proceedings? ☐ Yes ☒ No
 Q. Any government rule limiting the future use of the Property other than existing zoning regulations? ☐ Yes ☒ No
 R. Any government plans or discussion of public projects that could lead to the formation of a special benefit assessment district covering the Property or any portion of the Property? ☐ Yes ☒ No
 S. Any interest in all or part of the Property that has been reserved by the previous owner? ☐ Yes ☒ No
 T. Any unrecorded interests affecting the Property? ☐ Yes ☒ No
 U. Anything that would interfere in passing clear title to the BUYER? ☐ Yes ☒ No
 V. If you have answered "Yes" to any of the questions in 6(A) through (V), please attach documentation and explain here:

W. Additional Comments:

Part 4. STRUCTURAL CONDITIONS:

1. Have there been any leaking or other problems with the roof, flashing or rain gutters? ☐ Yes ☒ No
 A. If Yes, what was the date of the occurrence?: _____
2. Have there been any repairs to the roof, flashing or rain gutters? ☐ Yes ☒ No
 A. If Yes, please provide the date of the repairs?: _____
3. Has there been any damage to the Property due to wind, fire or flood? ☐ Yes ☒ No
4. Are there any structural problems with the Property? ☐ Yes ☒ No
5. Is there any exposed wiring presently in any structures on the Property? ☐ Yes ☒ No
6. Are there any windows or doors that leak or have broken seals? ☐ Yes ☒ No
7. Do you have any knowledge of any damage to the Property caused by termites or wood infestation? ☐ Yes ☒ No
 A. If Yes, is the Property currently under warranty? ☐ Yes ☒ No
 B. If Yes, please name the company here: _____
8. Have you ever experienced or are you aware of any:
- A. Movement, shifting, deterioration or other problems with the basement, foundation or walls? ☐ Yes ☒ No
 B. Corrective action taken to remedy these conditions, including but not limited to bracing or piercing? ☐ Yes ☒ No
 C. Water leakage or dampness in the Property? ☐ Yes ☒ No
 D. Dry rot, wood rot or similar conditions on the wood of the Property? ☐ Yes ☒ No
 E. Problems with driveways, fences, patios or retaining walls on the Property? ☐ Yes ☒ No
 F. Any failure of the Property to comply with the Americans with Disabilities Act? ☐ Yes ☒ No

9. If you have answered Yes to any of the questions in this Part 4, attach any written documentation and explain here:

10. Additional Comments:

Part 5. LAND CONDITIONS:

1. Is the Property or any portion of the Property located in a flood zone, wetlands area or proposed to be located in such as designated by the Federal Emergency Management Agency(FEMA)? ☐ Yes ☒ No
2. Are you aware of any drainage or flood problems on the Property or adjacent properties? ☐ Yes ☒ No
3. Have any neighbors complained that the Property causes drainage problems? ☐ Yes ☒ No
4. Is there fencing on the Property? ☐ Yes ☒ No
If Yes, does the fencing belong to the Property? ☐ Yes ☒ No
5. Are you aware of any encroachments, boundary line disputes or non-utility easements affecting the Property? ☐ Yes ☒ No
6. Are there any features of the Property shared in common with adjoining landowners, such as walls, fences, roads or driveways? ☐ Yes ☒ No
If Yes, is the Property owner responsible for the maintenance of any such shared features? ☐ Yes ☒ No
7. Are you aware of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval or earth stability problems that have occurred on the Property or in the immediate vicinity of the Property? ☐ Yes ☒ No
8. If you have answered Yes to any of the questions in this Part 5, attach any written documentation and explain here:

9. Additional Comments:

Part 6. WATER AND SEWAGE SYSTEMS:

1. What is the water source on the Property? ☒ Public Water ☐ Private Water ☐ Well ☐ Cistern ☐ Other ☐ None
2. Does the Property have any sewage facilities on or connected to it? ☐ Yes ☒ No
3. Are you aware of any problems relating to the water systems or sewage facilities on the Property? ☐ Yes ☒ No
If Yes, please explain:

4. Additional Comments:

Part 7. ELECTRICAL/GAS/HEATING AND COOLING SYSTEMS:

1. Is there electrical service connected to the Property? ☒ Yes ☐ No
2. Does the Property have heating systems? ☐ Yes ☒ No
- A. If Yes, please specify: ☐ Electrical ☐ Fuel Oil ☐ Natural Gas ☐ Heat Pump ☐ Propane ☐ Other _____
3. Does the Property have air conditioning? ☐ Yes ☒ No
- A. If Yes, please specify: ☐ Central Electric ☐ Central Gas ☐ Heat Pump ☐ Window Unit(s)
4. Does the Property have a water heater? ☐ Yes ☒ No
- A. If Yes, please specify: ☐ Electric ☐ Gas ☐ Solar
5. Are you aware of any problems relating to the electrical, gas or heating and cooling systems on the Property? ☐ Yes ☒ No
- If Yes, please explain:

6. Additional Comments:

Part 8. HAZARDOUS CONDITIONS:

1. Are you aware of any existing hazardous conditions on the Property or adjacent properties (e.g. methane gas, radon gas, mold, methamphetamine production, radioactive material, landfill or toxic materials)? ☐ Yes ☒ No
2. Are you aware of any methamphetamine or other controlled substances being manufactured, stored or used on the Property? ☐ Yes ☒ No
3. Are you aware of any previous disposal of any hazardous waste products, chemicals, polychlorinated biphenyls (PCBs), hydraulic fluids, solvents, paints, illegal or other drugs or insulation on the Property? ☐ Yes ☒ No
4. Are you aware of any other environmental conditions on the Property? ☐ Yes ☒ No
5. Have any other environmental inspections or tests been conducted on the Property? ☐ Yes ☒ No
6. Are you aware of any aboveground or underground storage tanks on this Property? ☐ Yes ☒ No
7. If you have answered Yes to any of the questions in this Part 8, attach any written documentation and explain here:

8. Additional Comments:

Part 9. APPLIANCES, EQUIPMENT AND FIXTURES:

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

	NOT INCLUDED	WORKING	NOT WORKING		NOT INCLUDED	WORKING	NOT WORKING
1. Air conditioning – central system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9. Lawn sprinkler(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Air conditioning – window units	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. Security gate(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Air purifier system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. Security system(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Dock leveler	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. Smoke detector(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Elevator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. Wiring system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Exhaust fans – Bathrooms	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Fire alarm(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Fire sprinkler(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Part 10. ACKNOWLEDGEMENT AND AGREEMENT:

- The information provided in this Statement is the representation of the SELLER and not the representation of any real estate licensees involved in this transaction. Once the Statement is signed by both the BUYER and the SELLER, the information contained in the Statement will become part of any Contract to purchase the Property between the BUYER and SELLER.
- The information provided in this Statement has been furnished by the SELLER, who certifies to the truth thereof to the best of SELLER'S belief and knowledge, as of the date signed by the SELLER. Any substantive changes subsequent to initial completion of the Statement will be disclosed by the SELLER to the BUYER prior to the signing of the Contract to purchase the Property.
- BUYER acknowledges that BUYER has read and received a signed copy of the Statement from the SELLER, the SELLER'S agent or any real estate licensees involved in this transaction.
- BUYER agrees that BUYER has carefully inspected the Property. Subject to any inspections allowed under the Contract to purchase the Property with the SELLER, BUYER agrees to purchase the Property in its present condition only and without warranties or guarantees of any kind by the SELLER or any real estate licensee concerning the condition of the Property.
- BUYER agrees to verify any of the above information that is important to the BUYER by an independent investigation. BUYER has been advised to have the Property examined by professional inspectors.
- BUYER acknowledges that neither the SELLER nor any real estate licensees involved in the transaction are experts at detecting or repairing physical defects in the Property. BUYER states that no important representations of the BUYER or any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed above or as fully set forth as follows and signed by the SELLER in this Statement or by real estate licensees in a separate document:

CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

Blaine Clark 8.3.2010
 SELLER'S SIGNATURE Blaine Clark, Member DATE

 BUYER'S SIGNATURE DATE

 SELLER'S SIGNATURE DATE

 BUYER'S SIGNATURE DATE

COMMERCIAL PROPERTY DISCLOSURE STATEMENT

Document updated:
April 2015

SELLER:	BLC Properties, LLC by	Blaine Clark, Member
DATE:	8/3/2020	
PROPERTY ADDRESS:	105 N. Clark	Lyons, KS 67554

Part 1. MESSAGE TO THE SELLER:

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2. SELLER'S INSTRUCTIONS:

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 - Review this Statement and any attachments carefully;
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 - Attach all available supporting documentation on the Property;
 - Use explanations lines as requested and when necessary; and
 - Use the explanation lines to explain when the SELLER does not have the personal knowledge to answer a question.
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3. SELLER'S INDEMNIFICATION OF REAL ESTATE LICENSEES:

- SELLER agrees to hold harmless, indemnify and defend any real estate licensees involved in this transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to sell the Property.

BLC _____
SELLER'S INITIALS SELLER'S INITIALS

Part 2. MESSAGE TO THE BUYER:

1. BUYER'S AGREEMENT AND AUTHORIZATIONS:

- This Statement is a disclosure of the condition of the Property as it is actually known by the SELLER on the date that the Statement was signed.
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 - (7) Investigate the surrounding areas of the Property to determine suitability for the BUYER.
- B. By signing this Agreement, the BUYER agrees and acknowledges that the failure to exercise due diligence to inspect the Property and verify the information about the condition of the Property contained in this Statement may affect the ability of the BUYER to hold the SELLER liable for conditions on the Property.

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BUYER'S INITIALS

BUYER'S INITIALS

Part 3. GENERAL PROPERTY INFORMATION:

1. Approximate age of the Property: _____ **Unknown**
2. Appropriate date that SELLER acquired the Property: _____ **9/1/2016**
3. Does the SELLER currently occupy the Property? ☐ Yes ☒ No
- A. If No, has the SELLER ever occupied the Property? ☐ Yes ☒ No
4. Is the SELLER current on the following assessments, charges, fees or payments relating to the Property:
- A. Mortgage payments? ☒ Yes ☐ No
- B. Property taxes? ☒ Yes ☐ No
- C. Special assessments? ☒ Yes ☐ No
- D. Other: _____ ☐ Yes ☐ No
5. What is the current zoning of the Property?
Residential
6. Are you aware of:
- A. Any violation of zoning, setbacks or restrictions or of a non-conforming use on the Property? ☐ Yes ☒ No
- B. Any declarations, deed restrictions, plan or plat requirements that have authority over the Property? ☐ Yes ☒ No
- C. Any violation of laws or regulations affecting the Property? ☐ Yes ☒ No
- D. Any existing or threatened legal action pertaining to the Property? ☐ Yes ☒ No
- E. Any litigation or settlement pertaining to the Property? ☒ Yes ☐ No
- F. Any current or future special assessments pertaining to the Property? ☒ Yes ☐ No
- G. Any other conditions that may materially and adversely affect the value or desirability of the Property? ☐ Yes ☒ No
- H. Any other condition that may prevent you from completing the sale of the Property? ☐ Yes ☒ No

I. Any leases on the Property?

☐ Yes ☒ No

If Yes, please attach a copy of each lease agreement and describe the tenant's rights and obligations under the leases:

J. Any party currently in possession of the Property or a portion of the Property other than the SELLER?

☐ Yes ☒ No

K. Any construction, landscaping or surveying done on the Property within the last six months?

☒ Yes ☐ No

L. Any additions, alterations, repairs or structural modifications made without the necessary permits?

☐ Yes ☒ No

M. Any nuisance or other problems originating within the general vicinity of the Property?

☐ Yes ☒ No

N. Any notices of nuisance abatement, citations or investigations regarding the Property?

☐ Yes ☒ No

O. Any recent reappraisal, reclassification or revaluation of the Property for property tax purposes?

☐ Yes ☒ No

P. Any public authority contemplating condemnation proceedings?

☐ Yes ☒ No

Q. Any government rule limiting the future use of the Property other than existing zoning regulations?

☐ Yes ☒ No

R. Any government plans or discussion of public projects that could lead to the formation of a special benefit assessment district covering the Property or any portion of the Property?

☐ Yes ☒ No

S. Any interest in all or part of the Property that has been reserved by the previous owner?

☐ Yes ☒ No

T. Any unrecorded interests affecting the Property?

☐ Yes ☒ No

U. Anything that would interfere in passing clear title to the BUYER?

☐ Yes ☒ No

V. If you have answered "Yes" to any of the questions in 6(A) through (V), please attach documentation and explain here:

W. Additional Comments:

Part 4. STRUCTURAL CONDITIONS:

1. Have there been any leaking or other problems with the roof, flashing or rain gutters?

☐ Yes ☒ No

A. If Yes, what was the date of the occurrence?: _____

2. Have there been any repairs to the roof, flashing or rain gutters?

☐ Yes ☒ No

A. If Yes, please provide the date of the repairs?: _____

3. Has there been any damage to the Property due to wind, fire or flood?

☐ Yes ☒ No

4. Are there any structural problems with the Property?

☐ Yes ☒ No

5. Is there any exposed wiring presently in any structures on the Property?

☐ Yes ☒ No

6. Are there any windows or doors that leak or have broken seals?

☐ Yes ☒ No

7. Do you have any knowledge of any damage to the Property caused by termites or wood infestation?

☐ Yes ☒ No

A. If Yes, is the Property currently under warranty?

☐ Yes ☒ No

B. If Yes, please name the company here: _____

8. Have you ever experienced or are you aware of any:

A. Movement, shifting, deterioration or other problems with the basement, foundation or walls?

☐ Yes ☒ No

B. Corrective action taken to remedy these conditions, including but not limited to bracing or piercing?

☐ Yes ☒ No

C. Water leakage or dampness in the Property?

☐ Yes ☒ No

D. Dry rot, wood rot or similar conditions on the wood of the Property?

☐ Yes ☒ No

E. Problems with driveways, fences, patios or retaining walls on the Property?

☐ Yes ☒ No

F. Any failure of the Property to comply with the Americans with Disabilities Act?

☐ Yes ☒ No

9. If you have answered Yes to any of the questions in this Part 4, attach any written documentation and explain here:

10. Additional Comments:

Part 5. LAND CONDITIONS:

1. Is the Property or any portion of the Property located in a flood zone, wetlands area or proposed to be located in such as designated by the Federal Emergency Management Agency(FEMA)? ☐ Yes ☒ No
2. Are you aware of any drainage or flood problems on the Property or adjacent properties? ☐ Yes ☒ No
3. Have any neighbors complained that the Property causes drainage problems? ☐ Yes ☒ No
4. Is there fencing on the Property? ☐ Yes ☒ No
If Yes, does the fencing belong to the Property? ☐ Yes ☒ No
5. Are you aware of any encroachments, boundary line disputes or non-utility easements affecting the Property? ☐ Yes ☒ No
6. Are there any features of the Property shared in common with adjoining landowners, such as walls, fences, roads or driveways? ☐ Yes ☒ No
If Yes, is the Property owner responsible for the maintenance of any such shared features? ☐ Yes ☒ No
7. Are you aware of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval or earth stability problems that have occurred on the Property or in the immediate vicinity of the Property? ☐ Yes ☒ No
8. If you have answered Yes to any of the questions in this Part 5, attach any written documentation and explain here:

9. Additional Comments:

Part 6. WATER AND SEWAGE SYSTEMS:

1. What is the water source on the Property? ☒ Public Water ☐ Private Water ☐ Well ☐ Cistern ☐ Other ☐ None
2. Does the Property have any sewage facilities on or connected to it? ☐ Yes ☒ No
3. Are you aware of any problems relating to the water systems or sewage facilities on the Property? ☐ Yes ☒ No
If Yes, please explain:

4. Additional Comments:

Part 7. ELECTRICAL/GAS/HEATING AND COOLING SYSTEMS:

1. Is there electrical service connected to the Property? ☒ Yes ☐ No
2. Does the Property have heating systems? ☐ Yes ☒ No
- A. If Yes, please specify: ☐ Electrical ☐ Fuel Oil ☐ Natural Gas ☐ Heat Pump ☐ Propane ☐ Other _____
3. Does the Property have air conditioning? ☐ Yes ☒ No
- A. If Yes, please specify: ☐ Central Electric ☐ Central Gas ☐ Heat Pump ☐ Window Unit(s)
4. Does the Property have a water heater? ☐ Yes ☒ No
- A. If Yes, please specify: ☐ Electric ☐ Gas ☐ Solar
5. Are you aware of any problems relating to the electrical, gas or heating and cooling systems on the Property? ☐ Yes ☒ No
- If Yes, please explain:

6. Additional Comments:

Part 8. HAZARDOUS CONDITIONS:

1. Are you aware of any existing hazardous conditions on the Property or adjacent properties (e.g. methane gas, radon gas, mold, methamphetamine production, radioactive material, landfill or toxic materials)? ☐ Yes ☒ No
2. Are you aware of any methamphetamine or other controlled substances being manufactured, stored or used on the Property? ☐ Yes ☒ No
3. Are you aware of any previous disposal of any hazardous waste products, chemicals, polychlorinated biphenyls (PCBs), hydraulic fluids, solvents, paints, illegal or other drugs or insulation on the Property? ☐ Yes ☒ No
4. Are you aware of any other environmental conditions on the Property? ☐ Yes ☒ No
5. Have any other environmental inspections or tests been conducted on the Property? ☐ Yes ☒ No
6. Are you aware of any aboveground or underground storage tanks on this Property? ☐ Yes ☒ No
7. If you have answered Yes to any of the questions in this Part 8, attach any written documentation and explain here:

8. Additional Comments:

Part 9. APPLIANCES, EQUIPMENT AND FIXTURES:

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

	NOT INCLUDED	WORKING	NOT WORKING		NOT INCLUDED	WORKING	NOT WORKING
1. Air conditioning – central system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9. Lawn sprinkler(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Air conditioning – window units	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. Security gate(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Air purifier system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. Security system(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Dock leveler	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. Smoke detector(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Elevator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. Wiring system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Exhaust fans – Bathrooms	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Fire alarm(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Fire sprinkler(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Part 10. ACKNOWLEDGEMENT AND AGREEMENT:

- The information provided in this Statement is the representation of the SELLER and not the representation of any real estate licensees involved in this transaction. Once the Statement is signed by both the BUYER and the SELLER, the information contained in the Statement will become part of any Contract to purchase the Property between the BUYER and SELLER.
- The information provided in this Statement has been furnished by the SELLER, who certifies to the truth thereof to the best of SELLER'S belief and knowledge, as of the date signed by the SELLER. Any substantive changes subsequent to initial completion of the Statement will be disclosed by the SELLER to the BUYER prior to the signing of the Contract to purchase the Property.
- BUYER acknowledges that BUYER has read and received a signed copy of the Statement from the SELLER, the SELLER'S agent or any real estate licensees involved in this transaction.
- BUYER agrees that BUYER has carefully inspected the Property. Subject to any inspections allowed under the Contract to purchase the Property with the SELLER, BUYER agrees to purchase the Property in its present condition only and without warranties or guarantees of any kind by the SELLER or any real estate licensee concerning the condition of the Property.
- BUYER agrees to verify any of the above information that is important to the BUYER by an independent investigation. BUYER has been advised to have the Property examined by professional inspectors.
- BUYER acknowledges that neither the SELLER nor any real estate licensees involved in the transaction are experts at detecting or repairing physical defects in the Property. BUYER states that no important representations of the BUYER or any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed above or as fully set forth as follows and signed by the SELLER in this Statement or by real estate licensees in a separate document:

CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.


SELLER'S SIGNATURE **Blaine Clark, Member**

8.3.2020
DATE

BUYER'S SIGNATURE

DATE

SELLER'S SIGNATURE

DATE

BUYER'S SIGNATURE

DATE



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 1011 W. Main - Lyons, KS 67554

DOES THE PROPERTY HAVE A WELL? YES _____ NO ☒

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

Location of Well: _____

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

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

Authenticator

08/03/2020 4:35:38 PM CDT
Owner

08/03/2020

Date

Owner

Date



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 105 N. Clark - Lyons, KS 67554

DOES THE PROPERTY HAVE A WELL? YES _____ NO ☒

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

Location of Well: _____

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

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

Authentisign

08/03/2020 4:38:54 PM CDT
Owner

08/03/2020

Date

Owner

Date



Security 1st Title

File #:

Property Address:

1011 W. Main & 105 N. Clark
Lyons, KS 67554

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.**

ACKNOWLEDGEMENT OF RECEIPT – YOU MUST SIGN BELOW

Your signature below acknowledges receipt of this Wire Fraud Alert.

Buyer


8/2/2020 4:33:56 PM CDT
Seller

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: 1011 W. Main - Lyons, KS 67554 (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:	<u>Midwest Energy</u>	<u>\$20/\$25</u>
Water & Sewer:	<u>City of Lyons</u>	<u>n/a</u>
Gas Propane:	<u>City of Lyons</u>	<u>n/a</u>

If propane, is tank owned or leased? Owned Leased

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

Appliances that Transfer:	Refrigerator?	Yes	No <input checked="" type="radio"/>	Washer?	Yes	No <input checked="" type="radio"/>
	Dishwasher?	Yes	No <input checked="" type="radio"/>	Dryer?	Yes	No <input checked="" type="radio"/>
	Stove/Oven?	Yes	No <input checked="" type="radio"/>	Other?	_____	
	Microwave?	Yes	No <input checked="" type="radio"/>	_____		

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.)? Personal Office items from Car Lot do not go with

office building, office building will be vacant

building

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.



Security 1st Title

TITLE REPORT

Prepared By:
Security 1st Title
108 E. Avenue South
P.O. Box 6
Lyons, KS 67554
Phone: 620-257-2831
Fax: 620-257-2048

Contact: **Deborah Smith**
Email: **dsmith@security1st.com**

Prepared Exclusively For:
McCurdy Auction, LLC
12041 E. 13th St. N
Wichita, KS 67206
Phone: 316-683-0612
Fax: 316-683-8822

Contact: **Kimberly Clare**
Email: **kclare@mccurdyauction.com;**
sfrost@mccurdyauction.com;
joxborrow@mccurdyauction.com;

Report No: **2389569**

Report Effective Date: **August 17, 2020, at 7:30 a.m.**

Property Address: **1011 W. Main, Lyons, KS 67554**

This Title Search Report is NOT a commitment to insure and is not to be construed as an Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the specific benefit of **McCurdy Auction, LLC**, and as such should not be relied upon by any other party for any Real Estate Transaction. Any and all loss or damage that may occur by reason of any errors and omissions in this Company's Report is limited to \$1,000.00 or the fee received for the preparation and issuance of this report, whichever is less.

1. **Fee Simple** interest in the Land described in this Report is owned, at the Report Effective Date, by

BLC Properties, LLC, a Kansas limited liability company
2. The Land referred to in this Report is described as follows:

SEE ATTACHED EXHIBIT A
3. The following Real Estate Taxes, Easements, Restrictions, Judgments, Pending Suits, Mechanic Liens, State Tax Liens, Federal Tax Liens, Mortgage and other liens and encumbrances are recorded in the local public records. No search of the oil, gas or other mineral title has been made, and any matters incident to or growing out of the mineral estate are not included in this Report, including but not limited to conveyances, reservations, or oil and gas leases.
 1. **General taxes and special assessments for the fiscal year 2019 in the amount of \$362.82, Paid.**
Property ID # 007-94023800



Security 1st Title

Any questions regarding this report should be directed to: **Deborah Smith**
Phone: **620-257-2831**, Email: **dsmith@security1st.com**

2. **General taxes and special assessments for the fiscal year 2019 in the amount of \$1,596.06, Paid.
Property ID # 007-94023920**
3. **The definition of land as described in the policy does not include any manufactured home or mobile home located on the insured premises, unless the personal title to the same has been cancelled by the Kansas Department of Motor Vehicles and filed with the Rice County Register of Deeds.**
4. **Loss, if any, occasioned by the fact that subject premises as described in Schedule A hereof, includes a portion of CLARK AVENUE, lying between Blocks 12 and 13, Gem Addition to the City of Lyons, Rice County, Kansas.**
5. **Loss, if any occasioned by the vacation of as evidenced by that Order Vacating Street, approved April 7, 1997 by the governing body of the City of Lyons, Kansas, and filed April 9, 1997, and recorded in Vol. 181 Ms., on page 129.**
6. **Terms and conditions of that Right of Way Deed, dated Feb. 17, 1954, recorded in Vol. 136 Misc., on page 577.**
7. **Inclusion of subject premises within the boundaries of the Big Bend Groundwater Management District No. 3, as evidenced by those Findings of the Division of Water Resources, Kansas State Board of Agriculture, dated Feb. 3, 1988, and recorded in vol. 172 Ms., on page 457.**
8. **Easements, setback lines or servitudes, if any, reflected on the plat of said land or otherwise appearing in the public records.**
9. **Terms and Conditions of that Vacation filled as Vol 4 Misc., on page 207**
10. **Easements, if any, for public utilities installed in, under, or upon the vacated First Street, Second Street and Clark Avenue prior to the vacation thereof, and for which no notice appears in the Official Records.**
11. **Right of the Public, and other entitled thereto, in and to the use of the South 50 feet, more or less, of subject premises, which is designated as a portion of Main Street on the Plat of Gem addition to the City of Lyons, recorded in Plat**



Security 1st Title

Any questions regarding this report should be directed to: **Deborah Smith**
Phone: **620-257-2831**, Email: **dsmith@security1st.com**

Book C on page 30.

- 12. Easements and Building Setback lines as established in that plat of Morningwood Lane Trailer Park, as recorded in Plat 157.**
- 13. Easements, if any, for public utilities installed in, under or upon vacated Clark Avenue, prior to the vacation thereof, and for which no notice appears in the office of the Register of Deeds.**
- 14. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exceptions, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interest or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.**
- 15. Rights of parties in possession under unrecorded leases.**
- 16. Subject to existing road, street or highway rights of way.**

Dated: **August 17, 2020**, at **7:30 a.m.**

SECURITY 1ST TITLE

By: _____
LICENSED ABSTRACTER

EXHIBIT "A"

Parcel 1:

A tract of land more particularly described as commencing at a point One Thousand Ninety-three and Five Tenths (1,093.5) feet East and One Hundred Seventy-five (175) feet North of the Southwest corner of Section Thirty-three (33), Township Nineteen (19) South, Range Eight (8) West of the Sixth (6th) Principal Meridian, Rice County, Kansas and being in the City of Lyons, running thence North One Thousand Fifty-four and Five Tenths (1054.5) feet; thence East Two Hundred Thirty-six and Five Tenths (236.5) feet; thence South Eight Hundred Forty (840) feet; thence West One Hundred Seventy (170) feet; thence South Three Hundred Ninety (390) feet; thence West Sixteen and Five Tenths (16.5) feet; thence North, One Hundred Seventy-five (175) feet; thence West Fifty (50) feet to the place of beginning. Includes all of Morningwood Lane Trailer Park Addition to the City of Lyons, Rice County, Kansas
















Parcel 2:

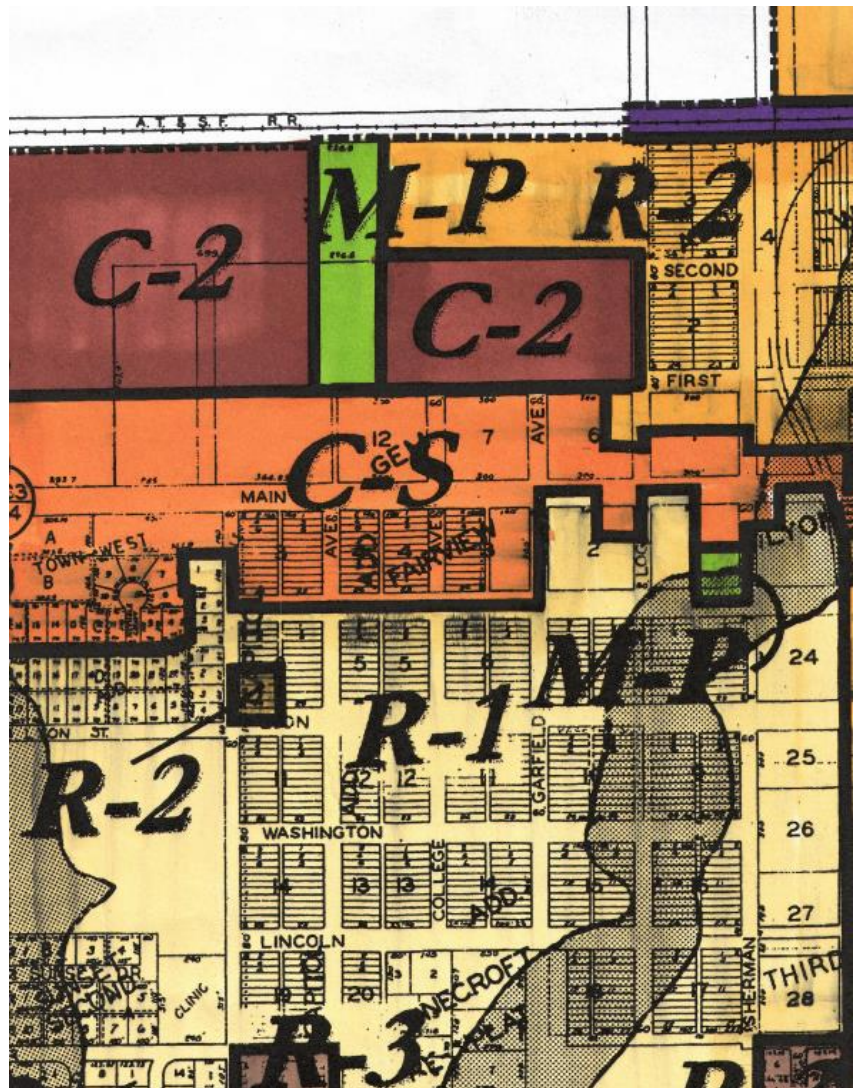
A tract of land in the City of Lyons, Rice County, Kansas, more particularly described as commencing at a point One Thousand Ninety-three and Five Tenths (1093.5) feet East and Fifty (50) feet North of the Southwest corner of Section Thirty-three (33), Township Nineteen (19) South, Range Eight (8) West of the Sixth (6th) Principal Meridian, Rice County, Kansas, and running thence North One Hundred Twenty-five (125) feet; thence East Fifty (50) feet; thence South One Hundred Twenty-five (125) feet; thence West Fifty (50) feet to the place of beginning, which includes a portion of Clark Avenue vacated by Order of the Mayor of the City of Lyons on April 7, 1997, filed April 9, 1997, and recorded in Vol. 181 Misc., on page 129.

1011 W. Main – Lyons, KS 67554 – Zoning: C-S Highway Service District

**105 N. Clark – Lyons, KS 67554 – Zoning: C-S Highway Service District
& M-P Manufactured Home Park District**

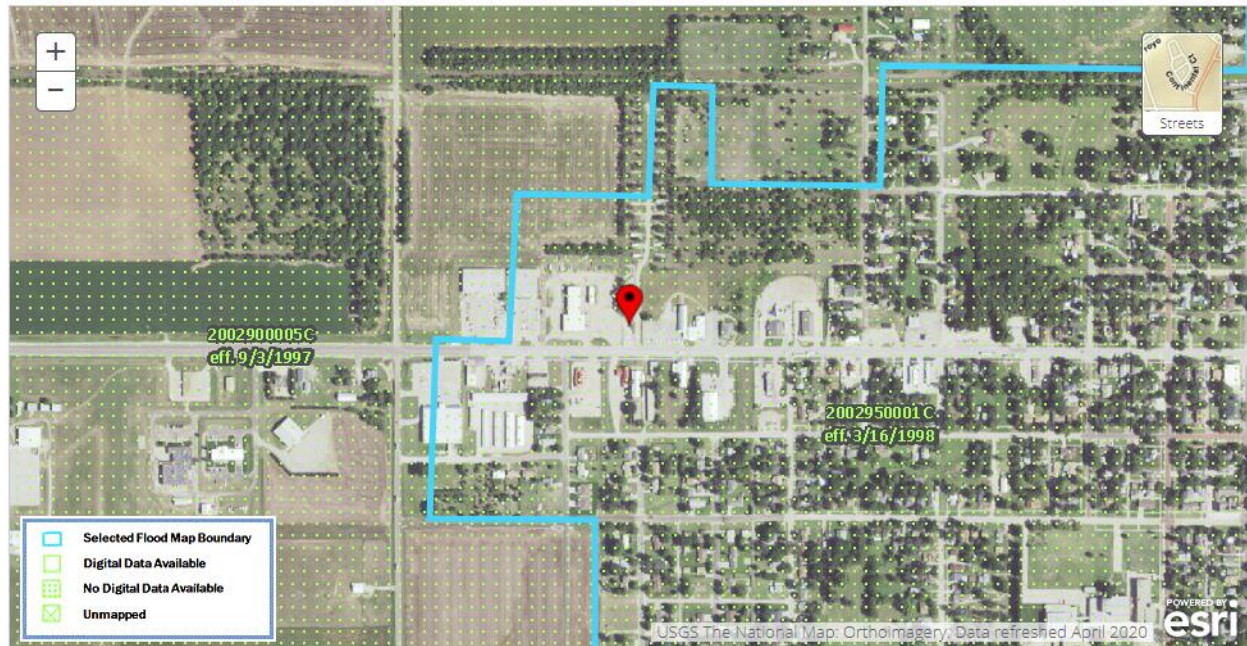
DISTRICT CLASSIFICATIONS

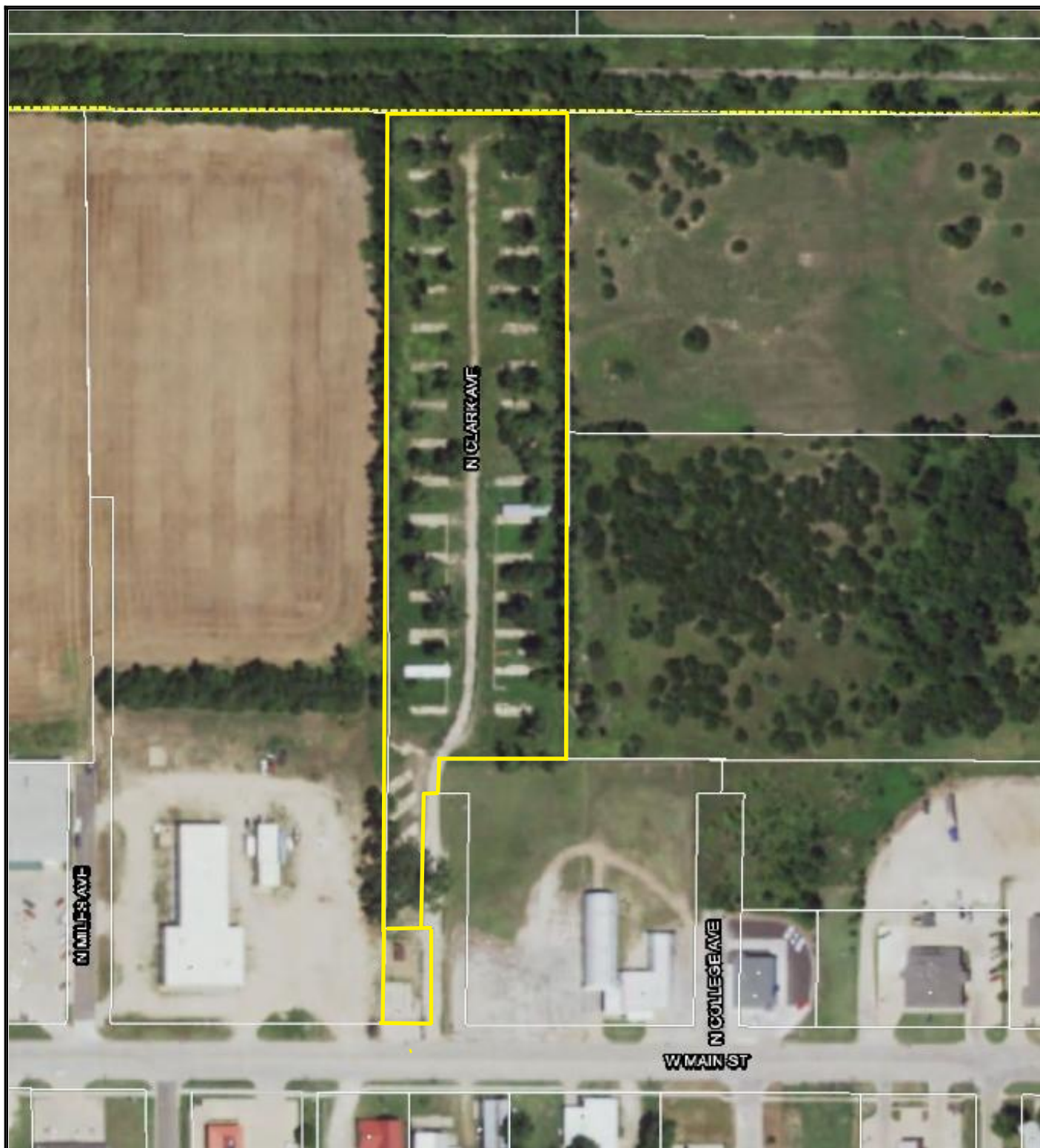
	A-L.....AGRICULTURE DISTRICT
	R-S.....RESIDENTIAL SUBURBAN DISTRICT
	R-1.....SINGLE-FAMILY DWELLING DISTRICT
	R-2.....TWO-FAMILY DWELLING DISTRICT
	R-3.....MULTIPLE-FAMILY DWELLING DISTRICT
	PUD.....PLANNED UNIT DEVELOPMENT DISTRICT
	M-H.....MANUFACTURED HOME DISTRICT
	M-P.....MANUFACTURED HOME PARK DISTRICT
	C-S.....HIGHWAY SERVICE DISTRICT
	C-1.....CENTRAL BUSINESS DISTRICT
	C-2.....GENERAL COMMERCIAL DISTRICT
	C-3.....ADULT ENTERTAINMENT DISTRICT
	I-1.....LIGHT INDUSTRIAL DISTRICT
	I-2.....HEAVY INDUSTRIAL DISTRICT
	F-P.....FLOODPLAIN DISTRICT



1011 W. Main & 105 N. Clark – Lyons, KS 67554

Flood Plain – No Digital Map Available





8/4/2020



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.
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*)

