PROPERTY INFORMATION PACKET | THE DETAILS





507 W. 7th St. | Newton, KS 67114

AUCTION: Bidding Ends: Thursday, October 1st 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.

ALL FIELDS CUSTOMIZABLE



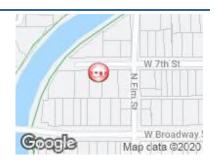
MLS# 586284 Status Active

Contingency Reason

H35 - NW Newton Area 507 W 7TH ST Address City Newton Zip 67114 Asking Price \$0 **Picture Count** 36

RICK W BROCK - HOME: 316-683

McCurdy Auction, LLC - OFF: 316







Main

Wood















KEYWORDS

2 **AG Bedrooms** 2.00 **Total Bedrooms** AG Full Baths 2 **AG Half Baths** 0 2 **Total Baths Garage Size**

Basement Yes - Unfinished Levels One Story Approximate Age 81+ Years City Lot Acreage

2316 Approx. AGLA **AGLA Source** Court House Approx. BFA 0.00

BFA Source Court House Approx. TFLA 2.316 Lot Size/SqFt 17500 Number of Acres 0.40

GENERAL

List Agent - Agent Name and Phone

List Office - Office Name and Phone

Co-List Agent - Agent Name and

Phone

Co-List Office - Office Name and

Phone

Showing Phone 1-800-301-2055 Year Built 1899

Parcel ID 20079-094-17-0-20-27-002.00-0 Newton School District (USD 373) **School District Elementary School** Sunset Middle School Chisholm **High School** Newton

Subdivision **NEWTON ORIGINAL TOWNSHIP** NEWTON ORIGINAL TWN, SUPP Legal MAP, S17, T23, R01E, BEG 82W NE COR BLK 97, W100, S175,

-0612

-867-3600

E100, N175 TO POB

8/28/2020

List Date Display Address Yes **Sub-Agent Comm** 0 **Buyer-Broker Comm** 3 **Transact Broker Comm** 3

Variable Comm Non-Variable

Days On Market

Input Date 9/4/2020 1:05 PM

Update Date 9/4/2020 **Status Date** 9/4/2020 **Price Date** 9/4/2020

Master Bedroom Level Master Bedroom Dimensions 17 x 12.3 Master Bedroom Flooring Living Room Level **Living Room Dimensions Living Room Flooring** Kitchen Level **Kitchen Dimensions** Kitchen Flooring Room 4 Type Room 4 Level **Room 4 Dimensions** Room 4 Flooring Room 5 Type Room 5 Level **Room 5 Dimensions** Room 5 Flooring Room 6 Type Room 6 Level **Room 6 Dimensions**

Room 6 Flooring

Room 7 Dimensions

Room 8 Dimensions

Room 8 Flooring

Room 7 Flooring

Room 7 Type

Room 7 Level

Room 8 Type Room 8 Level

Room 9 Type

Room 9 Level **Room 9 Dimensions** Room 9 Flooring Room 10 Type Room 10 Level **Room 10 Dimensions** Room 10 Flooring Room 11 Type Room 11 Level **Room 11 Dimensions Room 11 Flooring**

Main 23.11 x 22.9 Carpet Main 13.3 x 12.4 Tile Bedroom Main 25.3 x 13.7 Wood Dining Room Main 13.2 x 12.4 Wood Laundry Main 8.10 x 8.4 Laminate - Other Kitchen Main 13.10 x 9.5 Tile

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

DIRECTIONS

Directions (Newton) W. 7th St. & N. Main St. - West to Home.

FEATURES

ARCHITECTURE Ranch

EXTERIOR CONSTRUCTION

Vinyl/Metal Siding

ROOF

Composition

LOT DESCRIPTION

Standard **FRONTAGE**

Paved Frontage

EXTERIOR AMENITIES

Covered Patio

Deck

Covered Deck Fence-Chain

Fence-Wood Guttering

Storage Building(s) Storm Door(s)

Storm Windows/Ins Glass

GARAGE

Attached

Oversized

FINANCIAL

Assumable Y/N No **Currently Rented Y/N**

Rental Amount

Total Specials

General Property Taxes \$2,104.60

General Tax Year 2019 **Yearly Specials** \$36.00

\$36.00

FLOOD INSURANCE

Unknown

UTILITIES

Sewer **Natural Gas Public Water**

BASEMENT / FOUNDATION

Crawl Space

BASEMENT FINISH

None **COOLING** Central

HEATING Forced Air

DINING AREA

Formal

KITCHEN FEATURES

Electric Hookup **Granite Counters**

Laminate Counters

APPLIANCES

Dishwasher Disposal Microwave

Refrigerator Range/Oven

Washer Dryer

MASTER BEDROOM

Master Bdrm on Main Level

AG OTHER ROOMS

Mud Room Sun Room

LAUNDRY

Main Floor

220-Electric

INTERIOR AMENITIES

Ceiling Fan(s) Closet-Walk-In Hardwood Floors

Vaulted Ceiling Window Coverings-All Laminate - Other

HOA Y/N

Yearly HOA Dues **HOA** Initiation Fee

Home Warranty Purchased Unknown

Earnest \$ Deposited With Security 1st Title

No

POSSESSION

At Closing

PROPOSED FINANCING

Other/See Remarks

WARRANTY

No Warranty Provided

OWNERSHIP

RELO Individual

PROPERTY CONDITION REPORT

DOCUMENTS ON FILE

Ground Water

Lead Paint

SHOWING INSTRUCTIONS

Appt Req-Call Showing #

LOCKBOX

Combination **TYPE OF LISTING**

Excl Right w/o Reserve

AGENT TYPE

Sellers Agent

MARKETING REMARKS

Marketing Remarks This property is offered by Rick Brock with McCurdy Auction, LLC. Office: 316-867-3600 Email: rbrock@mccurdyauction.com. Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | BIDDING OPENS: Tuesday, September 15th, 2020 at 2:00 PM (cst) | BIDDING CLOSES: Thursday, October 1st, 2020 at 2:00 PM) (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. No scheduled open house. Property will be available to preview by appointment only. CLEAR TITLE AT CLOSING, NO BACK TAXES ONLINE ONLY!!! 2,316 +/- square foot home in Newton, Kansas!!! This home is on almost half an acre lot boasting curb appeal with its well-manicured yard, attached two-car garage, brick pathway to the front door, and spacious covered front porch. Behind the home is your own private oasis starting with the sunroom overlooking the backyard! The deck runs the length of the home with partial covering and built-in benches. Stone pathways fill the backyard and surround the tranguil 2500 gallon pond with a waterfall. There is a 17 x 17 storage building and a 12 x 14 storage shed for keeping your gardening tools and equipment. What a beautiful setting! The huge living room has vaulted ceilings, recessed lighting, and access to the sunroom. Off the living room is the newly added on kitchen which includes the dishwasher, refrigerator, microwave, oven, and cabinets with stained glass doors. Near the kitchen is the formal dining room, mudroom with a washer & dryer, and primary bedroom. The primary bedroom has trey ceilings, wood flooring, a custom-built walk-in closet, and an ensuite with double sinks and a tub/shower combination. There is another large bedroom, full bathroom with a walk-in shower, and attic for additional storage space. Per the seller, the new water heater that is currently in the living room will go in the second kitchen. Also the electricity and water is off on one side of the home. The island may not be transferring with the home. *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 \$7,500.

Method of Auction

Auction Start Time

Buyer Premium Y/N

Earnest Money Y/N

1 - Open for Preview

1 - Open Start Time

Auction Offering

Online Only

2:00 PM

Yes

Yes

Real Estate Only

AUCTION

Type of Auction Sale Reserve

Auction Location www.mccurdyauction.com

9/15/2020 **Auction Date** Broker Registration Req Yes **Premium Amount** 0.10

7,500.00 **Earnest Amount %/\$** 1 - Open/Preview Date 1 - Open End Time

TERMS OF SALE

Terms of Sale

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES



















DISCLAIMER

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

Seller:

Seller's Property Disclosure

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address:	507	W.	7th	St.	_	Newton,	KS	67114
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Date of Purchase: (998 Message to the Seller: This statement is a disclosure of the condition of the above described Property known by the SELLER on the date that it is signed. It is not a warranty of any kind by the SELLER(S) or any real estate licensees involved in this transaction, and should not be accepted as a substitute for any inspections or warranties the BUYER(S) may wish to obtain. If you know something important about the Property that is not addressed on the Seller's Property Disclosure, add that information to the form. Prospective Buyers may rely on the information you provide. Instructions: (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) if you do not have the personal knowledge to answer a question, use the comment lines to explain.

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

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

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

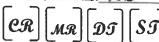
THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT INDEPENDENTLY VERIFIED BY THE BROKER(S) OR AGENTS(S).

PART I

APPLIANCES							ELECTRICAL					
			NSF BUY						NSF BUY			
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.	
X	[]	[]	[]	[]	Disposal	[]	[]	14	[]	[]	Smoke/Fire Detectors	
[]	[]	M	[]	[]	Dishwasher	\Box	[]	[4]	[]	[]	Light Fixtures	
[]	[]	14	[]	[]	Oven	[]	[]	M	[]	[]	Switches/Outlets	
[]	[]	[×]	[]	[]	Range (Circle One) □Gas □Electi	[]	[]	M	[]	[]	Ceiling Fan(s)	
[]	[]	K	[]	[]	Microwave	[]	[]	[x]	[]	[]	Bathroom Vent Fan(s)	
					Built in (Circle One) WYES WNO	[]	[]	[34]	[]	[]	Telephone Wiring/Blocks/Jacks	
[]	[]	[4]	[]	[]	Range Hood	П	[]	[]	[]	[]	Door Bell	
					Vented Outside (Circle One) ☐YES ☐NO	K	[]	[]	[]	[]	Intercom	
[]	[]	×	[]	[]	Kitchen Refrigerator	M	[]	[]	[]	[]	Garage Door Opener	
[]	[]	K	[]	[]	Clothes Washer	# of	Remote	es:			Keypad Entry: (Circle One) □YES □NO	
I I	[]	M	[]	[]	Clothes Dryer	[4]	[]	[]	[]	[]	Aluminum Wiring	
M	[]	[]	[]	[]	Trash Compactor	[]	[]	[]	[]	[]	Copper Wiring	
M	[]	[]	[]	[]	Central Vacuum	[]	[]	[]	[]	[]	220 Volt	
М	[]	[]	[]	[]	Exterior Attached Gas Grill					[]	Service Panel Total Amps	
\Box	[]	[]	[]	[]	Other:	[]	[]	[]	[]	[]	Security System	
[]	[]	[]	[]	[]	Other:			•			(Circle One) Wow Rent/Financed	
[]	[]	[]	[]	[]	Other:	_	Virn	1			Company	
[]	[]	[]	[]	[]	Other:	Comi	ments:		No	Cu	real contract to security	
Comr	nents:						545					
							- %					

BUYER'S	INITIALS:	

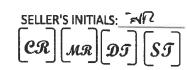
SELLER'S INITIALS: 3/12





	WATER/SEWAGE SYSTEMS (See Part II Also)						HEATING & COOLING SYSTEMS					
Г			ANSF				TRANSFERS					
_		TC	BUY	'ER				TC	BUY	ER		
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.	
П	[]	K	[]	[]	Sewage Systems	П	[]	M	[]	[]	Cooling System	
M	[]	[]	[]	[]	Sump Pump		Centr	ou!		[]	Туре	
M	[]	[]	[]	[]	Backup Sump Pump/Battery					[K]	Age	
П	[1]	X	[]	[]	Plumbing	[]	[1]	64	[]	[]	Heating System	
_		1		[]	Type	_	Cent	POL([]	Туре	
D.		[10]	[]	[]	Water Heater (Circle One) ☐Elect ☐Gas					[#]	Age	
-	1	ادر ا <u>ل</u> ادر ا		[]	Size & Age	PA	[]	[]	[]		Window/Wall Air Conditioning Units	
		[6]	[]	[]	Instant Hot Water Water Softener	[K]		[]	[]	IJ	Electronic Air Filter	
[4]	LI	[]	[]	U	(Circle One) GOwn GRent/Lease	[X]	[]	[]	[]	LJ	Humidifier Fireplace	
					Company	M M	[]	[]	[]		Fireplace Insert	
1/9	[]	[]	[]	[]	Water Purifier/Reverse Osmosis	(X)	[]		[]	[]	Wood burning Stove	
[]	[]	14		[]	Underground Sprinkler System	8.,				[]	Chimney/Flue - Date Last Cleaned	
				[]	Backflow Device (Circle One)□YES □NO	M	[]	[]	[]	[]	Gas Log Lighter	
					Date Last Tested or Inspected	M	[]	[]	[]	[]	Whole House Attic Fan	
[x:]	[]	[]	[]	[]	Pool Equipment	[X]	П	[]	[]	[]	Solar Equipment	
[<u>k</u>]	[]	[]	[]	[]	Hot Tub/Spa	M	[]	[]	[]	[]	Propane Tank	
Comr	nents:										(Circle One) Down Rent/Lease	
_		_	_	_							Company	
_	-	TDA	NCCI	-DC	MEDIA	Comi	nents:					
			NSFI BUY									
_	- la	10	BUI	EK		Any A	Addition	nal Co	mmer	its fo	r Part I:	
None	Does Not Transfer	Working	Not Working	Don't Know	Indicate the condition of the following items by marking only one appropriate box.							
M		[]	[]		Satellite Dish						I	
M	[]	[]	[]		# of Rcvrs/Remotes						I	
[X] [-2]	[]	[]	[]		Attached Antennaes							
[7]		[]	[]	[]	Cable TV Wiring/Jacks							
[A]	[]	[]	[]		Attached Television Mount(s) Projector(s)						I	
[~] [*]	[]	[]	[]	[]	Projector(s) Projector Screen(s)						I	
[y] [x]		[]	[]		Surround Sound Speakers						- 1	
[/] [/]		[]			Wired for Surround Sound						I	
Comn		. ,		. ,							I	
											I	

BUYER'S INITIALS:





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PART II

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

	-		ttach all relevant documentation for further explanation, including any and all repair reports.
YES	NO	DON'T	SECTION 1
		KNOW	STRUCTURAL FOUNDATION/WALLS
[]	<u>[4</u>	[]	Are any exterior walls covered with Exterior Insulation & Finish System (synthetic stucco)?
			If YES, are you aware of any adverse conditions?
			Indicate all that apply: [] Basement [] Crawl Space [] Slab
[]	[4]		Are there any structural engineer's report(s) available?
			If YES, Date of Report: Copy Attached? (Mark One): [] YES [] r
.,			your knowledge, indicate any past or present: (Use Comment Lines for further explanations)
	[X]	[]	Movement, shifting, deterioration or other problems with walls or foundation?
	[X]	[]	Cracks or flaws in the walls, floors or foundation?
[]	j 4	[]	Problems with driveways, walkways, patios, retaining walls, party walls?
[]	[4]	[]	Problems with operation of windows or doors, or broken seals?
[]	[y] [y]	[]	Any corrective actions to items in this section? (Example - Piering, bracing, etc.) Are there any transferable warranties? Date: (If YES, explain below and attach or
[k]	[]	[]	Are there any transferable warranties? Date: (If YES, explain below and attach or is there insulation in the walls?
[]	[x]	[]	Is there insulation in the walls?
		mments:	is price manipulation in the month.
-soultio	,,iai 00	minerita.	
PIT ST			
YES	NO	DON'T	SECTION 2
163	NO	KNOW	ROOF/INSULATION
		[]	Age: approx ZOyr Type: Comp
[x]		[]	To your knowledge, are there any [x] PAST [] PRESENT roof leaks? (Mark One)
514	• •	• • •	If any, identify details below.
M	[]	10000	During your ownership, has the roof ever been [◄] REPLACED? [] REPAIRED? (Mark On
			If YES, Date: # 26 above (Identify details below.)
[]	[4]	[]	Are there any transferable warranties? Date: (If YES, explain below and attach co
[]	[4]	[]	Do you know of any problems with chimneys or chases? (If YES, explain below.)
[]	[x]	[]	Do you know of any problems with roof, roof structure or rain gutters? (If YES, explain below.)
[x]	[]		Is there insulation in the ceiling/attic?
Addition	nal Cor	nments:	
11. 9		1	
		DON'T	SECTION 3
vec I			RACI D (RAIL DEW)
YES	NO	KNOW	MOLD/MILDEW
Accordi	ing to t	he EPA, m	olds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the
Accordi naked e	ing to t	he EPA, m d float thr	olds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the
Accordi naked e	ing to t	he EPA, m d float thr aching mo	olds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the ough outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are id spores may cause allergic reactions in sensitive individuals.
Accordi naked e	ing to t eye, an g or to	he EPA, m d float thr uching mo To y	olds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the rough outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are
Accordinaked e	ing to t	he EPA, m d float thr uching mo To j	holds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the rough outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are id spores may cause allergic reactions in sensitive individuals. Your knowledge, indicate any past or present: (Use Comment Lines for further explanations) Presence of any mold/mildew in the property?
Accordi naked e Inhaling	ing to t eye, an g or to	he EPA, m d float thr uching mo To j []	olds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the rough outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are id spores may cause allergic reactions in sensitive individuals. **gour knowledge, indicate any post or present: (Use Comment Lines for further explanations) **Presence of any mold/mildew in the property? **Any problems created by mold or mildew for occupants of the structure during your ownership?
Accordinated enhaling	ing to teye, and gor too	he EPA, m d float thr uching mo To 1	olds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the rough outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are id spores may cause allergic reactions in sensitive individuals. **gour knowledge, indicate any post or present: (Use Comment Lines for further explanations) **Presence of any mold/mildew in the property? **Any problems created by mold or mildew for occupants of the structure during your ownership?
Accordinated enhaling	ing to to eye, an g or too [x] [x] [x]	he EPA, m d float thr uching mo To y [] []	holds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the rough outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are individuals. **The control of the natural environment in sensitive individuals. **Provided of the control of the structure during your ownership?** **The control of the structure during your ownership?** **Have you had any inspections for mold or mildew?** **The control of the structure during your ownership?** **The control of the structure during your ownership.** **The control of the structure d
Accordinated enhaling	ing to teye, and gor too	he EPA, m d float thr uching mo To y [] []	olds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the rough outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are id spores may cause allergic reactions in sensitive individuals. **gour knowledge, indicate any post or present: (Use Comment Lines for further explanations) **Presence of any mold/mildew in the property? **Any problems created by mold or mildew for occupants of the structure during your ownership? **Have you had any inspections for mold or mildew? If YES, Date:

BUYER'S INITIALS:_____

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SELLER'S INITIALS: \mathcal{L} \mathcal{L}



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Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines. Attach all relevant documentation for further explanation, including any and all repair reports. SECTION 4 YES NO **KNOW WATER/SEWAGE SYSTEMS** M [] is the property connected to City Water? [4] [] is the property connected to Rural Water? If YES, Transfer Fee: District: [4] is the property connected to any private water systems? (Mark all that apply.) [] Drinking Well [4] Irrigation Well [] Geo-Thermal Well Location: Type: Depth: Type: Location: Depth: Type: Location: Depth: [4] Has the water in any wells shown test results of contamination? (If YES, explain below.) [] If shared lagoon/septic system, explain below. is the property connected to a public sewer system? [] [k] Is the property connected to a septic system? Date Last Pumped: Tank Size: Location: # feet laterals: # Feet infiltrators:_ [] Is the property connected to a lagoon system? Location: M [] Is the property connected to some other type of waste disposal system? (If YES, explain below.) [] [Y] [] To your knowledge, is there any problem relating to the waste disposal system? Additional Comments: DON'T SECTION 5 YES KNOW **WATER INTRUSION/LEAKS** To your knowledge, indicate any past or present: (Use Comment Lines for further explanations) [] [4] Any water leakage in or around the fireplace or chimney? M [] Any water leakage around (If YES, mark all that apply.) [] WINDOWS [] SKYLIGHTS M DOORS? [] Any leaks occurring in any plumbing, water supply lines, drains, sewer lines, etc.? [] M Any leaks caused by appliances? [] [x]Any leaks from any condensation drain lines, humidifier, dehumidifier, etc.? [] N Any water leakage into (If YES, mark all that apply.) [] [] BASEMENT [] CRAWL SPACE M Any accumulation of water within the basement/crawl space? [][] [] M [] Sump Pump(s) Location(s): Drain Tiles (If YES, mark all that apply.)
Resealed April 2020 [] 64 [] INTERIOR [] EXTERIOR Additional Comments: DON'T **SECTION 6** YES NO KNOW **PEST, WOOD INFESTATION & DRY ROT** Do you have any knowledge of the following items on/affecting the property? (Mark all that apply.) 14 [] [] **⋈** WOOD DESTROYING INSECTS [] DRY ROT [] OTHER WOOD INFESTATION [] Any knowledge of any damage to the property caused by the following items? (Mark all that apply.) M [] [] WOOD DESTROYING INSECTS X DRY ROT [] OTHER WOOD INFESTATION [] [x]Have there been any repairs of such damage? (If YES, explain below.) Is the property currently under a termite warranty or other coverage by a licensed pest control company? K] [] Warranty Expiration Date: [] Any wood destroying insects control reports in the last 5 years? (if YES, explain below.) [7] Any professional wood destroying insects control treatments in the last 5 years? (If YES, explain below.) [x] [x] [] Any pest control reports in the last 5 years? (If YES, explain below.) Any professional pest control treatments in the last 5 years? (If YES, explain below.) Patton Pest Control Additional Comments:

BUYER'S INITIALS:	Pg 4 of 7	SELLER'S INITIALS: >A	lk
		$[\mathcal{CR}][\mathcal{MR}][\mathcal{DI}][\mathcal{SI}]$	

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

Attach all relevant documentation for further explanation, including any and all repair reports.

110			-	tach all relevant documentation for further explanation, including any and all repair reports.
111	YES	NO	DON'T	SECTION 7
112	152	NO	KNOW	ENVIRONMENTAL CONDITIONS
113		[]	[x]	Is the property located in a subdivision with a master drainage plan?
114	l ii	[]	[₄]	If YES, is the property in compliance?
115	l i i	64	Ϊĺ	Has the property ever had any drainage problems during your ownership? (If YES, explain below.)
116	l i i	[9]	ii	Are there any producing or non-producing gas/oil wells on the property or adjacent property?
117	l ii	Ϊį	ii	Do mineral rights convey to buyer? If NO, please define:
118	``			Groundwater contamination has been detected in several areas in the State of Kansas.
119	[]	[√]	[]	Are you aware of groundwater contamination or other environmental concerns?
120	l ii	[x]	ij	Any reports or records pertaining to groundwater contamination or other environmental concerns?
121	lii	[4]	ii	Are there any diseased or dead trees and shrubs?
122	l			ledge, are any of the following substances, materials, products on the real property? (YES or NO Only.)
123	[]	[X]	Asbestos	
124	lii	M	Contamin	nated soil or water (including drinking water)
125	l i i			r buried materials
126	[[]			ed paint (If YES, attach disclosure.)
127	l i i			s in house or well If YES, has mitigation been performed? (Mark One) [] YES [] NO
128	lii	-, -	Methane	, a , , , , , , , , , , , , , , , , , ,
129	lii	[4]	Oil sheers	s in wet areas
130	l ii	[4]		ve material
131	l i i		Toxic mat	terial disposal (solvents, chemicals, etc.)
132	ii			und fuel or chemical storage tanks
133	l ii l		_	ectro Magnetic Fields)
134	ii			naldehyde foam insulation (UFFI)
135	ii		Other:	,
136				ware if any portion of the property has ever been used for the manufacture of, or storage of, chemicals or
137	[]			nt used in manufacturing methamphetamine, ecstasy, LSD or any other illegal substances?
138	[]			nowledge, are any of the above conditions present near your property?
139	Comme			
140				
141				
	The same	1	DONE	
142	YES	NO	DON'T	SECTION 8
143			KNOW	BOUNDARIES/LAND
144	[]	[4]	[]	Have you had a survey of the property? (If YES, attach copy if available.)
145	[]	[/4]	[]	Are the boundaries of your property marked in any way?
146	6/3	Ü		Is there any fencing on the boundaries of the property?
147	[K]	[]	[]	Does fencing belong to the property? If YES, which sides?
148		r ı		Are there any features of the property shared in common with adjoining landowners, such as, walls, fences, roads,
149	[]	[]		driveways? (If YES, explain below.)
150	[]	[]	[4]	Is the property owner responsible for maintenance of any such shared feature(s)?
L51	[]	[x]	[]	To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
L52	14	[]		To your knowledge, is any portion of the property located in a federally designated flood plain?
153	[1]	M		Do you currently, or have you ever, paid flood insurance for the property?
154	[]	[14]		To your knowledge, is any portion of the property located in a designated wetlands area?
155	[]	[x]	[]	Do you know of any of the following items that have occurred on the property or in the immediate area?
156		•		(Mark all that apply.)
157				[] EXPANSIVE SOIL [] EARTH MOVEMENT
158				[] FILL DIRT [] UPHEAVAL
159				[] SLIDING [] EARTH STABILITY PROBLEMS
160				[] SETTLING
161	Comme	nts:		
162				
163				
-05				

SELLER'S INITIALS: \mathbb{R} \mathbb{R} \mathbb{R} \mathbb{R} \mathbb{R} \mathbb{R}



Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines. 165 Attach all relevant documentation for further explanation, including any and all repair reports. 166 167 DON'T YES NO KNOW SPECIAL ASSESSMENTS AND HOMEOWNER'S ASSOCIATION 168 The law requires that the Seller disclose the existence of special assessments against a property. 169 170 [] K Any current/pending bonds, assessments, or special taxes that apply to property? 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 M [] Is the property subject to rules or regulations of an active Homeowner's Association? 174 **Annual Dues?** Initiation Fee? 175 [] Homeowner's Association contact information: 176 [] [4] [] Is the property subject to a right of first refusal? Is the property subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision 177 [] [x] [] restrictions? 178 [] M \mathbf{I} Any violations of such covenants and restrictions? 179 Comments: 180 181 DON'T **SECTION 10** 182 YES NO **KNOW MISCELLANEOUS** 183 Have any improvements or repairs (including, but not limited to, HVAC, plumbing, electrical, structural additions) 184 [] X [] been made to the property without obtaining required permits? Are any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions? [v.] 185 [] X 186 [] Is the present use of the property a non-conforming use? [] Have you had any insurance claims in the past five years? 187 [] [] 188 [] [] Were repairs made? If so, 189 [] [X] Is there any unrepaired damage due to hail, storm, wind, fire or flood? 190 [] M [] 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? Is there any damage due to pets, interior/exterior, including, but not limited to, odors, stains, etc.? 192 [] [3] [] 193 Do all window and door treatments remain? If NO, please list: _ [] [] 194 195 Does any other personal property remain? If YES, please list: [] [] 196 Does the property contain any of the following? (Mark all that apply.) 197 M M Water Feature 198 [] [] [] Hot Tub [] Swimming Pool [] Spa [] Sauna 199 [] If YES, are either of the following heated? [] Swimming Pool [] Spa If yes, type of heat? [] Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water 200 [] [N][] 201 feature? Explain: Is the property in a holistic, conservation or special review district, that requires any alterations or improvements 202 [] N M to the Property, be approved by a board or commission? Are there any other facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, 203 14 [] [] or desirability of the property? 204 M [] [] Are there any transferable warranties on the property or any of its components? 205 Comments: 206 207 208 Any Additional Comments For Part II: 209 210 211 212 213 214

SELLER'S INITIALS: \mathcal{N}^{L} $\left[\mathcal{CR}\right]_{\mathcal{MR}}\left[\mathcal{DS}\right]\left[\mathcal{SS}\right]$



215

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: X YES [] NO							
225 226	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.							
227 228	SELLER: Authentision Cherie Reimer 9/4/2020 12:41:24 PM CDT SELLER: Authentision Date Date David Topham 9/9/2020 12:21:44 PM CDT Authentision Shelley Topham 9/9/2020 12:21:44 PM CDT Paris Seller: Authentision Shelley Topham 9/4/2020 1:41:53 PM CDT							
229	BUYER'S ACKNOWLEDGEMENT AND AGREEMENT							
230 231 232 233	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							
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							
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.							
250 251	BUYER:BUYER:							
252 253 254 255	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 form, or that its use is appropriate for all situations. Copyright March 2014. Pg 7 of 7							



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

Property Address	507 W.	7th S	8t	Newton,	KS	67114		

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE (please complete both a and b below)

(a) Presence of lead-bases	d paint and/or lead-based	l paint hazards <i>(initi</i>	al one):
2.4			

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- 7	Γ
мя	ея



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

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

σ σ σ σ σ	(b) Records and Reports available to the Seller (initial one): Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing; or Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):				
_	BUYER'S ACKNOWLEDGMENT (please complete c, d, and e below)				
	(c) Buyer has received copies of all information listed above. (initial)				
	(d) Buyer has received the pamphlet Protect Your Family from Lead Paint in Your Home. (initial)				
	(e) Buyer has (initial one):				
	Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or				
	Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.				
	AGENT'S/LICENSEE'S ACKNOWLEDGMENT (initial below)				
	(f) Agent/Licensee has informed the Seller of the Seller=s obligation under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.				
	CERTIFICATION OF ACCURACY The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate. 8-28-200				

Seller Date Buyer Date Seller Buyer Date

Agent/Licensed Agent/Licensee contract is for use by Lonny Ray McCurdy. Use by any other party is illegal and voids the contract.

Form # 2534

Date

David Topham Shelley Topham

Mark Reimer Cherie Reimer

31/2020 952:40 PM CDT Sellers



WATER WELL INSPECTION REQUIREMENTS City of Wichita

Property Address: 507 W. 7th St. - Newton, KS 67114

- 1. Any property within the *City of Wichita* with any type of water well must have a Title Transfer Inspection performed prior to the transfer of the property. The property owner is required to notify the City of Wichita, Department of Environmental Services at the time the property is listed for sale and is responsible for the \$125.00 inspection fee. If the water well on the property is used for personal use (drinking, cooking, or bathing), the well must also be sampled to ensure that the water is potable. A sample fee of \$25.00 per sample will be charged, in addition to the inspection fee. If the well is for irrigation purposes only, the water sample is optional. The City of Wichita will bill for the inspection and sample.
- 2. All water wells must be located a minimum of 25 feet from a foundation that has been treated for termites (or will require treatment prior to transfer of ownership) with a subsurface pressurized application of a pesticide. Existing wells may remain in a basement so long as they are not within 10 feet of the main sewer line or within 25 feet of foundation if no termite treatment has occurred or is currently needed.

DOES THE PROPERTY HAVE A WELL? YES NO	
If yes, what type? Irrigation Drinking Other	
Location of Well: Middle /back of property	NOFT from pu
DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES	X
If yes, what type? Septic Lagoon	
Location of Lagoon/Septic Access:	
Owner Shelley Sopham 08/31/2020	8-28-2020 Date 1-28-2020 Date
Serier Purple 9:52:46 PM CDT Authentisism David Topham 08/31/2020	
Seffer 10:36:35 PM CDT Authentisser Mark Reimer 09/04/2020	
Selfen 12:47:34 PM CDT Authennistor Cherie Reimer 09/04/2020	
Set 12:44:11 PM CDT	

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.

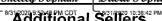
	ndwater contamination hat have any expertise in e			l Sedgwick County. Licensees
The p	parties are proposing the	sale and purchase of ce	ertain property, commonly	/ known as:
The _l	parties are advised to ol	otain expert advice in	regard to any environm	nental concerns.
SELI	LER'S DISCLOSURE	(please complete both	a and b below)	
(a)	Presence of groundwar	ter contamination or ot	her environmental concer	ns (initial one):
2AL			ater contamination or other or other environmental con	er environmental concerns; or neerns are:
(b)	Records and reports in	possession of Seller (i	initial one):	
FR	environmental concerr Seller has pr	ns; or covided the Buyer v		vater contamination or other ds and reports pertaining to ment below):
BUY	ER'S ACKNOWLEDO	SMENT (please comp	lete c below)	
(c)	Buyer has rece	eived copies of all info	rmation, if any, listed abo	ve. (initial)
Seller	ate, and that Buyer and	all licensees involved	•	eller has provided is true and formation. Buyer certifies that by Seller.
Selle	Londa Reine	Date 8-29- 20	Buyer	Date
Selle		Date	Buyer	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 form, or that its use is appropriate for all situations.

Wichita Area Association of REALTORS®

Form #2539

Cherie Reimer



7/00



File #:

Property Address: 507 W. 7th St. Newton, KS 67114

WIRE FRAUD ALERT

IMPORTANT! YOUR FUNDS MAY BE AT RISK

SECURITY 15T 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.

	Your signature below acknowledges	
		Theo Kum Juda Korner
Buyer	•	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

Authentision
Shelley Sopham
David Sopham
Authentision
Mark Reimer

8/31/2020 9-56-75 PM CDT
8/31/2020 10:38-51 PM CDT
9/4/2020 12:47:39 PM CDT

Cherie Reimer



AVERAGE MONTHLY UTILITIES

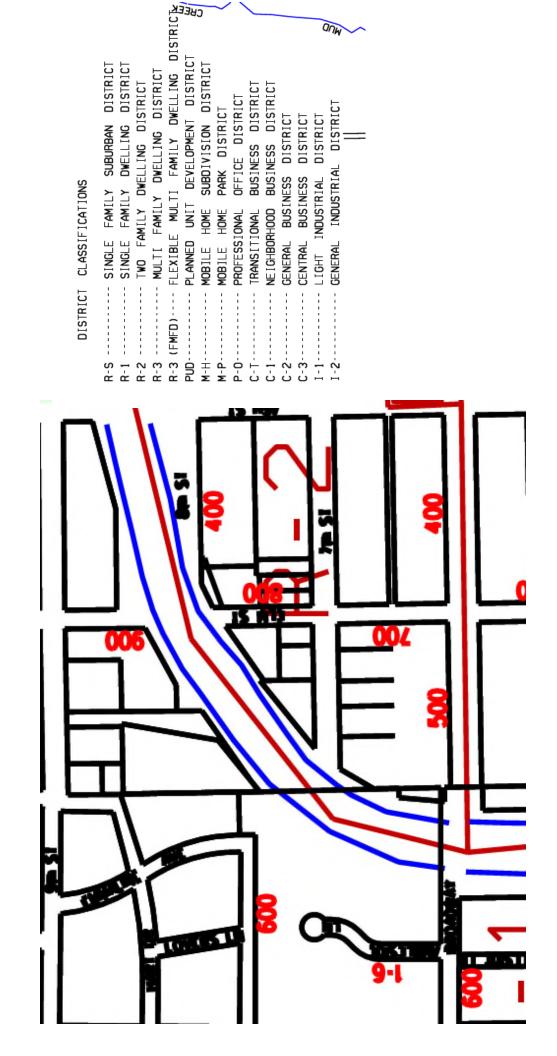
MISCELLANEOUS INFORMATION

Property Address:	507 W. 7th	St., Newton, K	S 67114			_(the "Real Estate")
Please provic	le below, to the b	est of your knowled	lge, the rec	quested infor	mation relat	ed to the Real Estate.
Electric:	Utility Provide Evergy	er Company				12 Month Avg \$100 +/- Month
Water & Sewer:	City of Nev	vton				\$90 +/- Month
Gas Propane:	Kansas Gas Service				\$35 +/- Month	
If propane, i	s tank owned o	r leased? 🔲 O	wned	□Leased		
	If leased, pleas	e provide company	name and	l monthly lea	se amount:	
Appliances that Tra	ansfer:	Refrigerator?	es No	D	ryer?	☑Yes □No ☑Yes □No
Homeowners Asso	ciation: ☐ Yes	☑No				
Dues Amou	nt:	\Ye	early	□Monthly	□Quar	rterly
Initiation Fe	e:					
Are there any perm chandelier, etc.)?	-	ed items that will	not transfo	er with the I	Real Estate	(e.g. projector,

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.

507 W. 7th St., Newton, KS 67114

Zoning – R-2 Two Family Dwelling District







County Boundary Property Parcels

Selection(s)

8/17/2020

Harvey County makes every effort to produce and publish the most current and accurate information possible. This information its furnished as a public service. The information must be accepted and used by the recipion with the understanding that the data was developed and collected for in a purpose of developing to property valuations, using the for he purpose of developing to property valuations, using the criteria of fair market value, as required by the State of Kansas. The Appraised Value and Tax Information are updated at different times during the year and, therefore, may not always reflect same year values; Harvey County assumes no liability

whatsoever associated with the use or manuses of such data, and disclaims any representation or warranty regarding the completeness or accuracy of the data. Note: Accessing and Square Te brade data shown are approximate and may not be consistent with records maintained for appraisal purposes. ©2013 Harvey County, Kansas Government

Data sources: Harvey County, Kansas Governmen Kansas Geospatial Commons (DASC).



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)





