

PROPERTY INFORMATION PACKET | THE DETAILS



1144 S. Pershing Ave. | Wichita, KS 67218

AUCTION: BIDDING OPENS: Tues, Sept 15th @ 2:00 PM

BIDDING CLOSES: Tues, Sept 29th @ 2:00 PM

12041 E. 13th St. N., Wichita, KS, 67206
316.867.3600 • 800.544.4489
www.McCurdyAuction.com



McCurdy
AUCTION
REAL ESTATE SPECIALISTS



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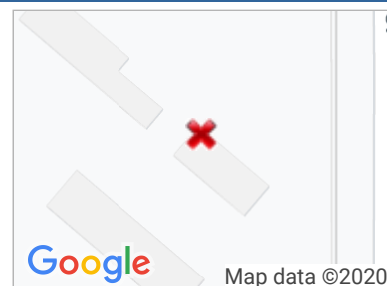
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer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

ALL FIELDS CUSTOMIZABLE



MLS # 586660
Status Active
Contingency Reason
Area 511
Address 1144 S Pershing Ave.
City Wichita
Zip 67218
Asking Price \$0
Original Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms	3	Approx. AGLA	0
Total Bedrooms	3.00	AGLA Source	Court House
AG Full Baths	1	Approx. BFA	0.00
AG Half Baths	1	BFA Source	Court House
Total Full Baths	1	Approx. TFLA	0
Total Half Baths	1	Lot Size/SqFt	-
Garage Size	0	Number of Acres	0.00
Basement	None		
Levels	2 Story		
Approximate Age	51 - 80 Years		
Acreage	Not Applicable		

GENERAL

List Agent - Agent Name and Phone	RICK W BROCK - HOME: 316-683-0612	List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-867-3600
Showing Phone	1-800-301-2055	Year Built	1943
Parcel ID	00000-Unknown	School District	Wichita259
Elementary School	Jefferson	Middle School	Curtis
High School	Southeast	Subdivision	NONE LISTED ON TAX RECORD
Legal	NA	Realtor.com Y/N	Yes
Display Address	Yes	VOW: Allow AVM	Yes
Virtual Tour Y/N	No		

ROOMS

Master Bedroom Level	Upper	Master Bedroom Dimensions	12'6"x10'4"
Master Bedroom Flooring	Carpet	Living Room Level	Main
Living Room Dimensions	18'0"x11'3"	Living Room Flooring	Carpet
Kitchen Level	Main	Kitchen Dimensions	14'5"x10'2"
Kitchen Flooring	Laminate - Other	Room 4 Level	Upper
Room 4 Type	Bedroom	Room 4 Dimensions	8'9"x7'11"
Room 4 Flooring	Carpet	Room 5 Level	Upper
Room 5 Type	Bedroom	Room 5 Dimensions	11'3"x8'9"
Room 5 Flooring	Carpet	Room 6 Level	
Room 6 Type		Room 6 Dimensions	
Room 6 Flooring		Room 7 Level	
Room 7 Type		Room 7 Dimensions	
Room 7 Flooring		Room 8 Level	
Room 8 Type		Room 8 Dimensions	
Room 8 Flooring		Room 9 Level	
Room 9 Type		Room 9 Dimensions	
Room 9 Flooring		Room 10 Level	
Room 10 Type		Room 10 Dimensions	
Room 10 Flooring		Room 11 Level	
Room 11 Type		Room 11 Dimensions	
Room 11 Flooring		Room 12 Level	
Room 12 Type		Room 12 Dimensions	
Room 12 Flooring			

DIRECTIONS

Directions Lincoln & Oliver - South to Bayley, west to Pershing, south to home.

FEATURES

ARCHITECTURE

GARAGE

KITCHEN FEATURES

POSSESSION

FEATURES

Other/See Remarks	None	Pantry	At Closing
EXTERIOR CONSTRUCTION	FLOOD INSURANCE	Electric Hookup	PROPOSED FINANCING
Frame	Unknown	APPLIANCES	Other/See Remarks
ROOF	UTILITIES	Dishwasher	WARRANTY
Composition	Sewer	Microwave	No Warranty Provided
LOT DESCRIPTION	Natural Gas	Refrigerator	OWNERSHIP
Irregular	Public Water	Range/Oven	Individual
FRONTAGE	BASEMENT / FOUNDATION	Washer	PROPERTY CONDITION REPORT
Paved Frontage	None	Dryer	No
EXTERIOR AMENITIES	BASEMENT FINISH	MASTER BEDROOM	SHOWING INSTRUCTIONS
Patio	None	Master Bdrm on Sep. Floor	Appt Req-Call Showing #
Fence-Chain	COOLING	LAUNDRY	LOCKBOX
Guttering	Central	Main Floor	Combination
Sidewalks	Electric	220-Electric	TYPE OF LISTING
Storage Building(s)	HEATING	INTERIOR AMENITIES	Excl Right w/o Reserve
Storm Door(s)	Forced Air	Ceiling Fan(s)	AGENT TYPE
Storm Windows/Ins Glass	Gas	Window Coverings-All	Sellers Agent
Other/See Remarks	DINING AREA	Laminate – Other	
	Living/Dining Combo		

FINANCIAL

Assumable Y/N	No	HOA Y/N	Yes
Currently Rented Y/N	No	Yearly HOA Dues	\$3,276.00
Rental Amount		HOA Initiation Fee	\$350.00
General Property Taxes	\$0.00	Home Warranty Purchased	N/A
General Tax Year	0	Earnest \$ Deposited With	McCurdy Auction Trust
Yearly Specials	\$0.00		
Total Specials	\$0.00		

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: Tuesday, September 29th, 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 - NO MINIMUM, NO RESERVE!!! 3 -bedroom, 1.5-bathroom two-story home in Hilltop Manor. This home is located in Southeast Wichita and is close to the amenities of Oliver! This home is located on an end unit and features a covered front entry to the home, a chain-link fence with two gates, and a storage shed with electricity. Inside the home is the living room / dining room combination and stairway leading to the upstairs. Next to the living room / dining room combination is the kitchen. The kitchen features a pantry and stainless steel appliances. Appliances that transfer with the sale of the home include, a kitchen refrigerator, dishwasher, oven / range, built-in microwave, and a stackable washer and dryer. The laundry area is located off the kitchen for convenience. A half bathroom completes the main level of the home. Upstairs you will find three bedrooms and one full bathroom. General upkeep of common areas, some exterior maintenance, and trash are included in the Homeowner's Association dues. The initiation fee for the Homeowner's Association includes a non-refundable \$100.00 application fee. Per the seller, this home has new windows and newer central heating and air conditioning. DISCLOSURES The property is offered subject to the rules, regulations, and restrictions of the Hilltop Manor Mutual Housing Corporation (the "Association"). In accordance with the Rules & Regulations, and bylaws, the Association reserves a right of first refusal with regards to the sale of the property and the sale of the property is accordingly contingent upon the approval of the Association. In the event that the Association elects to exercise its right of first refusal, the contract for purchase and sale will be cancelled and the buyer's earnest money returned. A copy of the bylaws, restated and amended rules & regulations, member selection criteria, and information for prospective members provided by the Association are available under the "Downloads" section It will be the buyer's responsibility to comply with all necessary steps in the Hilltop Manor Mutual Housing Corporations application and purchase process, please see the application under the "Downloads" section" See "Terms of Sale."

AUCTION

Type of Auction Sale	Absolute	1 - Open for Preview	Yes
Method of Auction	Online Only	1 - Open/Preview Date	
Auction Location	www.mccurdyauction.com	1 - Open Start Time	
Auction Offering	Real Estate Only	1 - Open End Time	
Auction Date	9/15/2020		
Auction Start Time	2:00 PM		
Auction End Date	9/29/2020		
Auction End Time	2:00 PM		
Broker Registration Req	Yes		
Buyer Premium Y/N	Yes		
Premium Amount	0.10		
Earnest Money Y/N	Yes		
Earnest Amount %/\$	3,500.00		

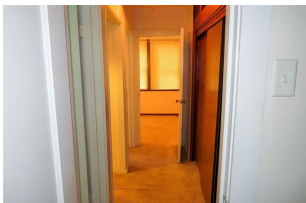
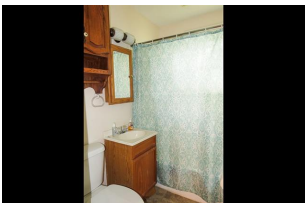
TERMS OF SALE

Terms of Sale *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or seller's agents was obtained from a variety of sources and neither seller nor seller's agents have made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount \$3,500.

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES





DISCLAIMER

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

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

Property Address 1144 S. Pershing Ave. - Wichita, KS 67218

Lead Warning Statement

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

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

(a) Presence of lead-based paint and/or lead-based paint hazards (*initial one*):

WCMX _____ Seller has no knowledge of lead-based paint and/or lead based paint hazards in the housing; *or*
_____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

(b) Records and Reports available to the Seller (*initial one*):

WJMX _____ 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)

16 (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.

Seller Wanda Mackey Date 9-9-2020

Buyer _____ Date _____

Seller [Signature] Date 9-9-2020

Buyer _____ Date _____

Agent/Licensee _____ Date _____

Agent/Licensee _____ Date _____



WATER WELL INSPECTION REQUIREMENTS City of Wichita

Property Address: 1144 S. Pershing Ave. - Wichita, KS 67218

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

DOES THE PROPERTY HAVE A WELL? YES _____ NO X

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

Location of Well: _____

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

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

Wanda Mackay
Owner

9-9-2020
Date

Owner

Date

ADDENDUM _____
(Groundwater)

THIS ADDENDUM to Contract for Sale and Purchase of Real Estate between and among the undersigned is entered into effective on the last date set forth below.

Groundwater contamination has been detected in several areas in and around Sedgwick County. Licensees do not have any expertise in evaluating environmental conditions.

The parties are proposing the sale and purchase of certain property, commonly known as:
1144 S. Pershing Ave. - Wichita, KS 67218

The parties are advised to obtain expert advice in regard to any environmental concerns.

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

(a) Presence of groundwater contamination or other environmental concerns (initial one):

WLM ☒ Seller has no knowledge of groundwater contamination or other environmental concerns; or
_____ ☐ Known groundwater contamination or other environmental concerns are:

(b) Records and reports in possession of Seller (initial one):

WLM ☒ Seller has no reports or records pertaining to groundwater contamination or other environmental concerns; or
_____ ☐ Seller has provided the Buyer with all available records and reports pertaining to groundwater contamination or other environmental concerns (list document below):

BUYER'S ACKNOWLEDGMENT (please complete c below)

(c) _____ Buyer has received copies of all information, if any, listed above. (initial)

CERTIFICATION

Seller certifies, to the best of Seller's knowledge, that the information Seller has provided is true and accurate, and that Buyer and all licensees involved are relying on Seller's information. Buyer certifies that Buyer has reviewed Seller's responses and any records and reports furnished by Seller

Wanda Mackey 9-9-2020
Seller Date

Buyer Date

Seller 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.



Security 1st Title

File #:

Property Address:

1144 S. Pershing Ave.

Wichita, KS 67218

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

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: 1144 S. Pershing Ave. - Wichita, KS 67218 (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>Evergy</u>	<u></u>
Water & Sewer:	<u>Wichita Water</u>	<u></u>
Gas Propane:	<u>Kansas Gas Service</u>	<u></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
Dishwasher? ☒ Yes ☐ No
Stove/Oven? ☒ Yes ☐ No
Microwave? ☒ Yes ☐ No

Washer? ☒ Yes ☐ No
Dryer? ☒ Yes ☐ No
Other?

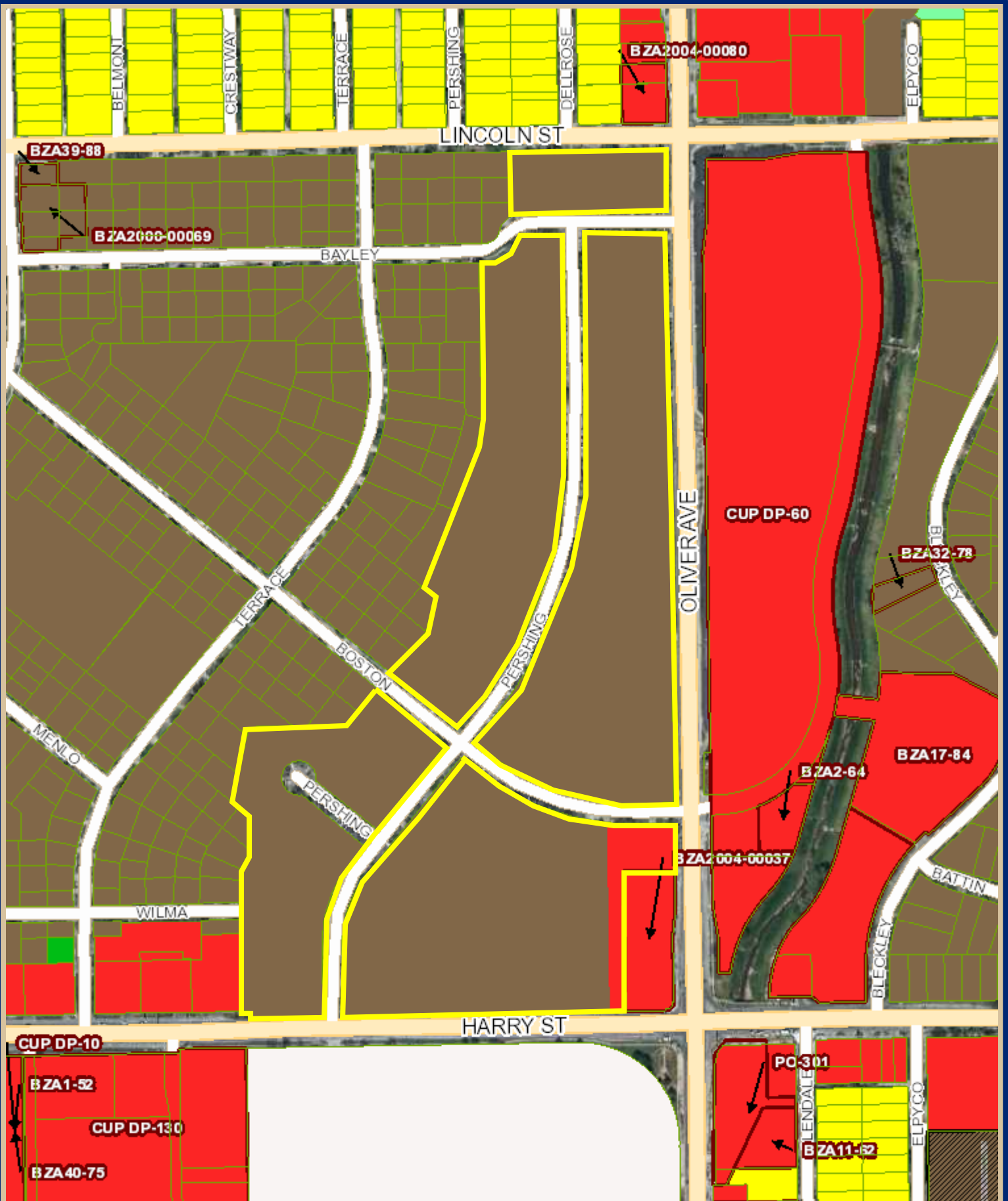
Homeowners Association: ☒ Yes ☐ No

Dues Amount: \$273 ☐ Yearly ☒ Monthly ☐ Quarterly

Initiation Fee: \$100

Are there any permanently attached items that will not transfer with the Real Estate (e.g. projector, chandelier, etc.)? No

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



Geographic Information Services
 Sedgwick County...
 working for you

Hilltop Manor Mutual Housing Corp. Inc.
Zoning: Multi-Family B



0 0.035 0.07
 mi
 1 inch = 376 feet

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map. The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.
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Legend

Flood Plain

Base Flood Approximate



Base Flood Elevations



0.2 Pct Annual Chance



0.2 PCT Annual Chance Flood H

A



A

AE



AE,

AE, FLOODWAY



AE, FLOODWAY

AH



AH

AO



AO

X - Area of Special Consideration



X AREA OF SPECIAL CONSIDER

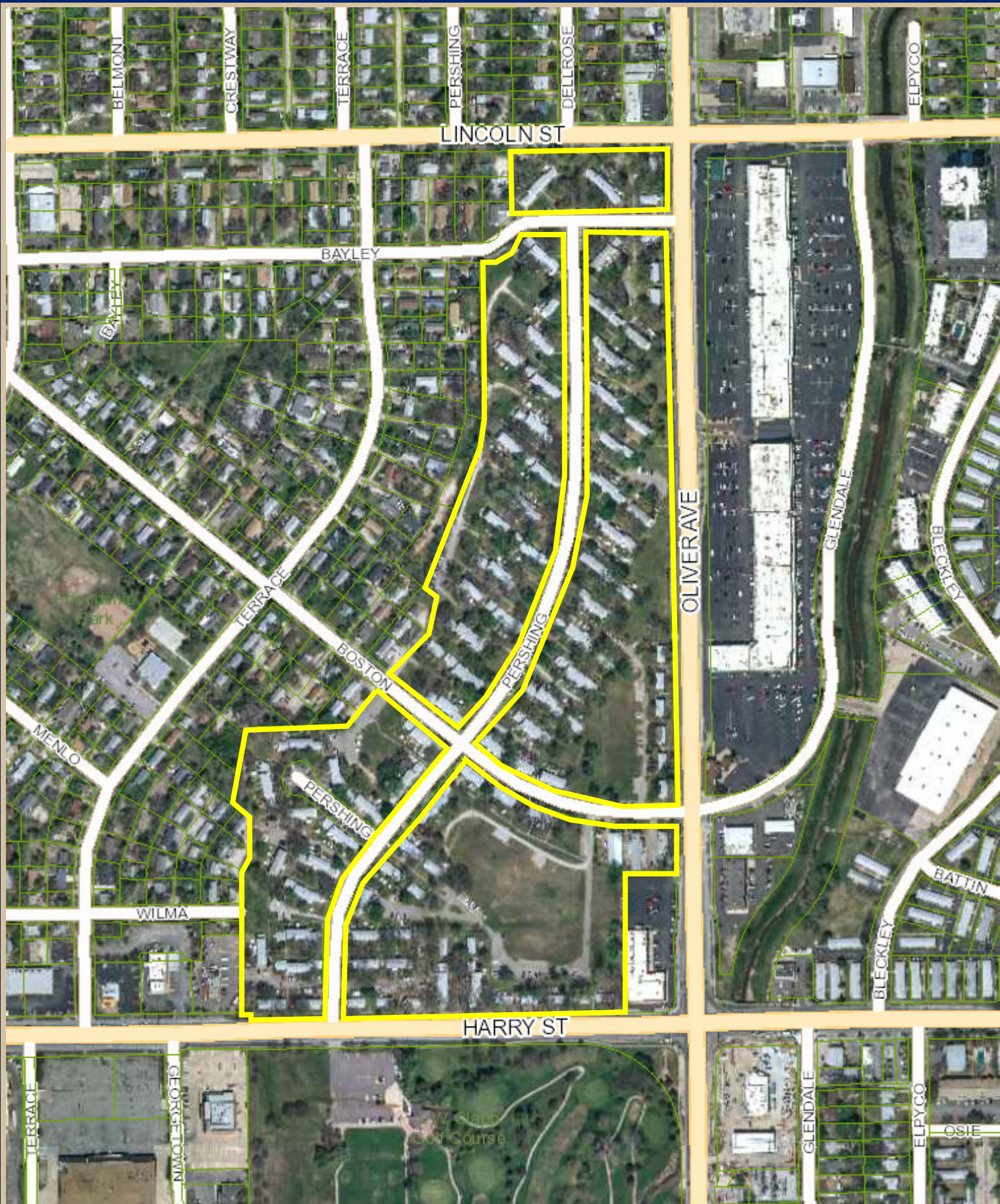
X



X,

Area Not Included





Geographic Information Services

Sedgwick County...

working for you

Hilltop Manor Mutual Housing Corp. Inc.

Aerial

Exported: 6/30/2020 at 10:35 AM



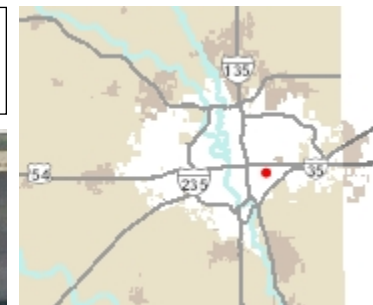
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mi

1 inch = 376 feet

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1144 S. Pershing Ave. - Wichita, KS 67218 | Utility Map



Legend

- Water Hydrants
- Water Valves
- Water Service Taps
- Backflow Devices
- Water Nodes
- Water Mains
- Sewer Manholes
- Sewer Mains
- Parcels
- Andover Parcels

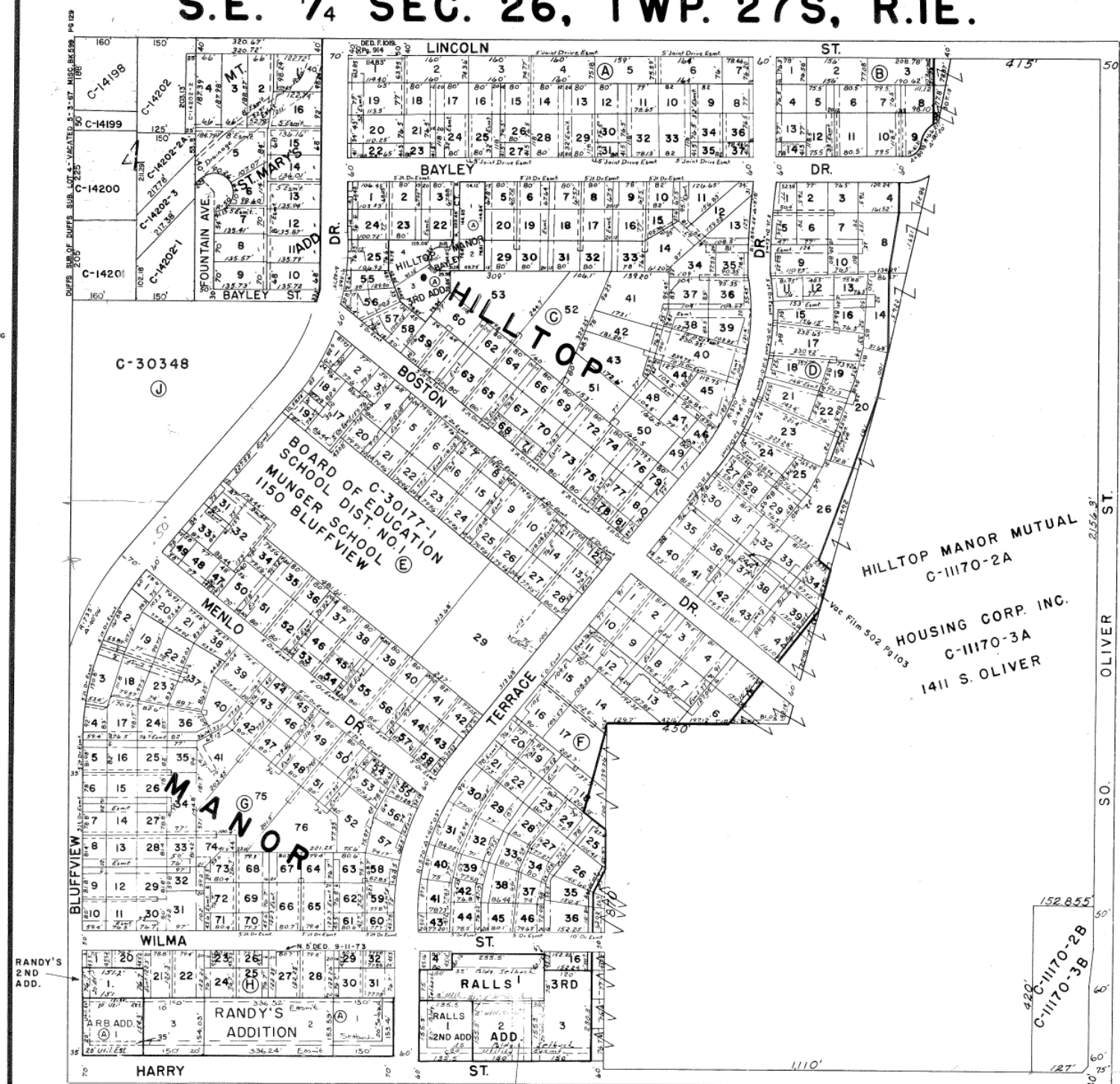
This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1: 900



S.E. 1/4 SEC. 26, TWP. 27S, R.1E.

● HILLTOP MANOR
3RD ADD.
— SEE PLAT DRAWING
FOR EASEMENT
INFORMATION



30' Private Access & Drainage Easement
Film 400 Page 237

THIS SHEET PREPARED UNDER SUPERVISION OF
SEDGWICK COUNTY CLERK



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*)

