PROPERTY INFORMATION PACKET THE DETAILS



1243 S. Siena Ct. | Wichita, KS 67235

AUCTION: BIDDING OPENS: Tues, Nov 17th @ 2:00 PM

BIDDING CLOSES: Thurs, Dec 3rd @ 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 2



MLS# 588646 Status Active

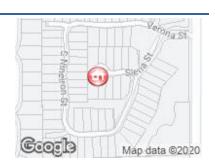
Contingency Reason

Area 137

Address 1243 S SIENA CT

Address 2

City Wichita Zip 67235 **Asking Price** \$0 **Original Price** \$0 **Picture Count** 36





















KEYWORDS

AG Bedrooms 3 3.00 **Total Bedrooms** AG Full Baths **AG Half Baths** 0 **Total Full Baths** 3 **Total Half Baths** 0 **Total Baths Old Total Baths Garage Size** 2 **Basement** None 1 - 1/2 Story Levels Approximate Age 5 or Less City Lot Acreage

2779 Approx. AGLA **AGLA Source** Court House Approx. BFA 0.00 **BFA Source** Court House Approx. TFLA 2,779 Lot Size/SqFt 6534

Number of Acres 0.15

Model Home Phone

Building Permit Date

School District

Middle School

Realtor.com Y/N

Subdivision

Builder

GENERAL

List Agent - Agent Name and Phone

BRADEN MCCURDY - OFF: 316

20173-147-26-0-41-03-025.00

-683-0612

800-301-2055

2016

List Office - Office Name and Phone

Co-List Office - Office Name and Phone

McCurdy Auction, LLC - OFF:

Goddard School District (USD

Dwight D. Eisenhower **COURTYARDS AT AUBURN**

316-867-3600

265)

HILLS

Yes

Co-List Agent - Agent Name and Phone

Showing Phone

Year Built

Est. Completion Date

Parcel ID

Elementary School Dwight D. Eisenhower

High School

Legal

LOT 22 BLOCK 2

HILLS ADDITION

10/30/2020

Display on Public Websites Yes **VOW: Allow AVM** Yes **Sub-Agent Comm** 0 3

Transact Broker Comm

Master Bedroom Level

Virtual Tour Y/N

HotSheet Date

COURTYARDS AT AUBURN

Display Address Yes VOW: Allow 3rd Party Comm Yes **Buyer-Broker Comm** 3

Variable Comm Non-Variable

Days On Market

Price Date 10/30/2020

ROOMS

Master Bedroom Flooring Wood Laminate **Living Room Dimensions** 14x15 Kitchen Level Main Wood Laminate Kitchen Flooring Room 2 Type Room 4 Level Main **Room 4 Dimensions** 13x18 Room 5 Level Main **Room 5 Dimensions** 12x16 Room 6 Level Main **Room 6 Dimensions** 10x10 Room 7 Level Upper **Room 7 Dimensions** 27.7x15 Room 8 Level **Room 8 Dimensions**

Main

Master Bedroom Dimensions 18x15 **Living Room Level** Main

Wood Laminate Living Room Flooring 14x12

Kitchen Dimensions

Room 1 Type Room 3 Type

Room 4 Type Bedroom Room 4 Flooring Wood Laminate Room 5 Type Sun Room/Atrium Wood Laminate Room 5 Flooring Dining Room Room 6 Type Room 6 Flooring Wood Laminate Room 7 Type Bedroom Room 7 Flooring Tile

Room 8 Type Room 8 Flooring

ROOMS

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

Room 9 Type
Room 9 Flooring
Room 10 Type
Room 10 Flooring
Room 11 Type
Room 11 Flooring
Room 12 Type
Room 12 Flooring

DIRECTIONS

Directions W. Maple & S. 135th St. W - South to Verona, West to Siena, South to Home.

FEATURES

ARCHITECTURE Ranch

EXTERIOR CONSTRUCTION Frame w/Less than 50% Mas

ROOF

Composition

LOT DESCRIPTION

Cul-de-Sac FRONTAGE

Paved Frontage

EXTERIOR AMENITIES

Patio

Fence-Wrought Iron/Alum

Guttering Sidewalks

Sprinkler System

GARAGE

Attached Opener

Oversized **FLOOD INSURANCE**

Unknown
UTILITIES
Sewer

Sewer Natural Gas Public Water **BASEMENT / FOUNDATION**

None

BASEMENT FINISH

None
COOLING
Central
Electric
HEATING
Forced Air

Gas
DINING AREA

Eating Bar Kitchen/Dining Combo

FIREPLACE

One Living Room

Gas

KITCHEN FEATURES

Eating Bar Island Pantry Range Hood Electric Hookup **APPLIANCES**

Dishwasher Disposal Microwave

Range/Oven

MASTER BEDROOM

Master Bdrm on Main Level Split Bedroom Plan Master Bedroom Bath Shower/Master Bedroom

Two Sinks

AG OTHER ROOMS

Sun Room
LAUNDRY
Main Floor
Separate Room

220-Electric

INTERIOR AMENITIES

Ceiling Fan(s) Closet-Walk-In Owned Water Softener

POSSESSION At Closing PROPOSED FINANCING

Other/See Remarks

WARRANTY

No Warranty Provided

OWNERSHIP Individual

NEIGHBORHOOD AMENITIES

Club House Exercise Facility Lake/Pond Swimming Pool

PROPERTY CONDITION REPORT

Yes

SHOWING INSTRUCTIONS

Appt Req-Call Showing #

LOCKBOX SCKMLS

TYPE OF LISTING

Excl Right w/o Reserve

AGENT TYPE
Sellers Agent

FINANCIAL

Assumable Y/N No Currently Rented Y/N No

Rental Amount

General Property Taxes\$4,748.77General Tax Year2019Yearly Specials\$1,423.81Total Specials\$15,576.20

HOA Y/N Yes
Yearly HOA Dues \$2,660.00
HOA Initiation Fee \$0.00
Home Warranty Purchased Unknown
Earnest \$ Deposited With Security 1st Title

MARKETING REMARKS

Marketing Remarks This property is offered by Braden McCurdy with McCurdy Auction, LLC. Office: 316-867-3600 Email: bmccurdy@mccurdyauction.com. Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | BIDDING OPENS: Tuesday, November 17th, 2020 at 2:00 PM (cst) | BIDDING CLOSES: Thursday, December 3rd, 2020 at 2:00 PM) (cst) Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES PREMIER AUBURN HILLS PATIO HOME - ONLINE ONLY!!! Welcome to this 3-bedroom, 3-bathroom luxury home located in The Courtyards at Auburn Hills! This zero-entry, maintenance-free ranch is sure to impress with all that it offers! As you enter the main living area you notice the open floor plan and natural light throughout. The living room has tray ceilings, a gas fireplace, and large windows overlooking the back patio. The beautiful kitchen includes a large island with seating, granite countertops, dark wood cabinetry, an induction stovetop, a built-in stainless steel microwave with oven, and even a double door pantry! Off the kitchen is the spacious primary bedroom and en-suite. This extra-large room offers tray ceilings and even a sitting area with a view of the backyard. In the primary bathroom, you will find double sinks with a vanity in-between, a walk-in shower with a bench, and a large walk-in closet with built-in drawers. On the other side of the home, you will find a nice sized bedroom with a full bathroom and a separate laundry room. Upstairs is the third bedroom and living space all in one. This could easily double as a mother-in-law suite or private space for children! The exterior features an attached two-car garage, a partially covered back patio, and a fully fenced backyard with beautiful trees and landscaping! The blinds, ceiling fans, and lights can all be controlled with an App on your phone or with Alexa. This smart home also features surround sound throughout and 2 HVAC systems for superior efficiency. *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 \$20,000.

AUCTION

Type of Auction Sale Reserve **Method of Auction** Online Only

Auction Location www.mccurdyauction.com

Auction Offering Real Estate Only **Auction Date** 11/17/2020 **Auction Start Time** 2:00 PM **Broker Registration Reg** Yes **Buyer Premium Y/N** Yes **Premium Amount** 0.10 **Earnest Money Y/N** Yes 20,000.00 Earnest Amount %/\$

1 - Open for Preview

1 - Open/Preview Date

1 - Open Start Time

1 - Open End Time

TERMS OF SALE

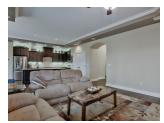
Terms of Sale

ADDITIONAL PICTURES





















































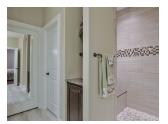


















DISCLAIMER

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Seller's Property Disclosure

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 1243 S Siena Ct, Wichita, KS 67235

Seller: Wendy S Birch Trust Date of Purchase: 11/16/2016

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).

1	1						PAR	RT I					
2	APPLIANCES							ELECTRICAL					
3				NSF BUY							NSFI BUY)	
4	None	Does Not Transfer	Working	Not Working	Don't Know	Indicate the condition of the following items by marking only 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.
5						Disposal Dishwasher							Smoke/Fire Detectors Light Fixtures
7						Oven	- 1						Switches/Outlets
8						Range (Circle One) Gas 🗖 Electric	· 🗹 📗						Ceiling Fan(s)
9						Microwave	- 1			\square			Bathroom Vent Fan(s)
10			_			Built in (Circle One) YES☑NO☐	- 1			V			Telephone Wiring/Blocks/Jacks
11			\square			Range Hood							Door Bell
12				_		Vented Outside (Circle One) YES N	╚					Н	Intercom
13 14		abla				Kitchen Refrigerator Clothes Washer	- 1		ان ⊔ ادستون	2	Ц	Ш	Garage Door Opener
15				H		Clothes Dryer	- 1	# 01	Remo	es: <u>Z</u>	П	П	Keypad Entry: (Circle One) YES NO Aluminum Wiring
16						Trash Compactor	- 1		H		H	H	Copper Wiring
17						Central Vacuum	- 1						220 Volt
18						Exterior Attached Gas Grill							Service Panel Total Amps
19						Other:		\checkmark					Security System
20						Other:	_						(Circle One) Own Rent/Financed 🗌
21						Other:	-						Company
22		<u> </u>		Ц	Ц	Other:		Comr	nents:			_	
23	comr	nents:											
Z*	-		_	-				_		_	_	110-	
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BUYER'S INITIALS:	Pg 1 of 7	SELLER'S INITIALS:	03/08/19 9:53 PM CET
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26	the state of the s							HEATING & COOLING SYSTEMS					
27				NSF					TRANSFERS				
-			TO	BU	/ER					то	BUY	ER	
28	None	Does Not Transfer	Working	Not Working	Don't Know	Indicate the condition of following items by marking 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.
29			Ø			Sewage Systems				Ø			Cooling System
30						Sump Pump		Cent					Туре
31 32						Backup Sump Pump/Battery Plumbing		2 yea	ars				Age
33		ш	l eri			Type		Cent		اها	ш		Heating System Type
34						Water Heater (Circle One) Elec	t Gas ☑	2 yea					Age
35						Size & Age	M	Ø					Window/Wall Air Conditioning Units
36						Instant Hot Water		\square					Electronic Air Filter
37						Water Softener							Humidifier
38 39						(Circle One) ☑Own ☐Rent/	Lease					님	Fireplace Fireplace Insert
40		П		П	П	Water Purifier/Reverse Osmosi:	s		Н	H		H	Wood burning Stove
41			Ø			Underground Sprinkler System				_			Chimney/Flue - Date Last Cleaned
42						Backflow Device (Circle One)				Ø			Gas Log Lighter
43						Date Last Tested or Inspected	,⊔ □						Whole House Attic Fan
44						Pool Equipment							Solar Equipment
45 46	Comp	□ nents:		Ш	Ц	Hot Tub/Spa					Ш	Ц	Propane Tank
47	Comm	nents.											(Circle One) ☐ Own ☐Rent/Lease Company
48				_		MEDIA		Comn	nents:				
40			TRA	NSF	ERS								
49			то	BUY	ER								
50	None	Does Not Transfer	Working	Not Working	Don't Know	Indicate the condition o following items by marking appropriate box.				An	y Add	ditio	enal Comments For Part I:
51	Ø					Satellite Dish							
52						# of Rcvrs/Remot	es						
53						Attached Antennaes							
54						Cable TV Wiring/Jacks							
55 56						Attached Television Mount(s) Projector(s)							
57				H		Projector Screen(s)							
58						Surround Sound Speakers							
59						Wired for Surround Sound							
60		nents:	in	Pl	1								
61	cat t	6 Wir	ıng i	ınro	ugn	ιουι							
62					-		1			_	_		
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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.

YES	NO	DON'T KNOW	SECTION 1 STRUCTURAL FOUNDATION/WALLS						
		Ø	re any exterior walls covered with Exterior Insulation & Finish System (synthetic stucco)? If YES, are you aware of any adverse conditions?						
	M M M M M M mal Cor		Indicate all that apply: Basement						
YES	NO	DON'T KNOW	SECTION 2 ROOF/INSULATION						
П			Age: 2 Years Type: To your knowledge, are there any PAST PRESENT roof leaks? (Mark One)						
O O O O O O O O O O O O O O O O O O O			If any, identify details below. During your ownership, has the roof ever been						
VEC.	NO.	DON'T	SECTION 3						
YES	NO	KNOW	MOLD/MILDEW						
naked e	eye, an haling	d float thi or touchii To y	nolds 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 ng mold 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? 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: (If YES, explain belo						
ddition	nal Con		Have you received any reports pertaining to mold or mildew on or within the structure? (If YES, attach.) Has the property had any professional mold remediation during your ownership? If YES, Date:						

BUYER'S INITIALS: Pg 3 of 7 SELLER'S INITIALS:

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines. 117 Attach all relevant documentation for further explanation, including any and all repair reports. 118 DON'T 119 SECTION 4 YE\$ NO KNOW 120 WATER/SEWAGE SYSTEMS \square 121 Is the property connected to City Water? \mathbf{V} 122 is the property connected to Rural Water? If YES, Transfer Fee: District: V 123 Is the property connected to any private water systems? (Mark all that apply.) 124 ☐ Drinking Well ☐ Irrigation Well ☐ Geo-Thermal Well 125 Working? Type: Location: Depth: 126 Working? Type: Location: Depth: 127 Working? Type: Location: Depth: 128 Has the water in any wells shown test results of contamination? (If YES, explain below.) Z 129 Is the property connected to a public sewer system? If shared lagoon/septic system, explain below. 130 Is the property connected to a septic system? Date Last Pumped: 131 Tank Size: Location: 132 # feet laterals: # Feet infiltrators: Location: Is the property connected to a lagoon system? 133 Location: Ø 134 Is the property connected to some other type of waste disposal system? (If YES, explain below.) \square Has the main waste disposal line ever been snaked or scoped? 135 136 \square To your knowledge, is there any problem relating to the waste disposal system? Additional Comments: 137 138 139 DON'T SECTION 5 YES NO **KNOW** 140 WATER INTRUSION/LEAKS 141 To your knowledge, indicate any past or present: (Use Comment Lines for further explanations) 142 Any water leakage in or around the fireplace or chimney? Ø 143 Any water leakage around (If YES, mark all that apply.) ■ WINDOWS ☐ SKYLIGHTS ■ DOORS? 144 Any leaks occurring in any plumbing, water supply lines, drains, sewer lines, etc.? 145 Any leaks caused by appliances? V 146 Any leaks from any condensation drain lines, humidifier, dehumidifier, etc.? 147 Any water leakage into (If YES, mark all that apply.) ■ BASEMENT ☐ CRAWL SPACE Ø 148 Any accumulation of water within the basement/crawl space? \mathbf{Z} 149 Sump Pump(s) Location(s): 150 V Drain Tiles (If YES, mark all that apply.) INTERIOR ☐ EXTERIOR Additional Comments: 151 152 153 DON'T 154 **SECTION 6** YES NO **KNOW** 155 PEST, WOOD INFESTATION & DRY ROT 156 Do you have any knowledge of the following items on/affecting the property? (Mark all that apply.) 157 ■ WOOD DESTROYING INSECTS ☐ DRY ROT ☐ OTHER WOOD INFESTATION 158 \square Any knowledge of any damage to the property caused by the following items? (Mark all that apply.) 159 **■** WOOD DESTROYING INSECTS ☐ DRY ROT ☐ OTHER WOOD INFESTATION Have there been any repairs of such damage? (If YES, explain below.) 160 \square V 161 Is the property currently under a termite warranty or other coverage by a licensed pest control company? 162 Warranty Expiration Date: 163 \square Any wood destroying insects control reports in the last 5 years? (If YES, explain below.) \square 164 Any professional wood destroying insects control treatments in the last 5 years? (If YES, explain below.) 165 Ø Any pest control reports in the last 5 years? (If YES, explain below.) 166 Any professional pest control treatments in the last 5 years? (If YES, explain below.) 167 Additional Comments: 168 169 170 **BUYER'S INITIALS:** (Rev 8/16) Pg 4 of 7 **SELLER'S INITIALS:**

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Comments:

(Rev 8/16)

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines. 172 Attach all relevant documentation for further explanation, including any and all repair reports. 173 174 DON'T **SECTION 7** YES NO **KNOW** 175 **ENVIRONMENTAL CONDITIONS** 176 Is the property located in a subdivision with a master drainage plan? \square 177 If YES, is the property in compliance? 178 Has the property ever had any drainage problems during your ownership? (If YES, explain below.) Are there any producing or non-producing gas/oil wells on the property or adjacent property? 179 \square 180 Do mineral rights convey to buyer? If NO, please define: 181 Groundwater contamination has been detected in several areas in the State of Kansas. \square 182 Are you aware of groundwater contamination or other environmental concerns? \mathbf{Z} 183 Any reports or records pertaining to groundwater contamination or other environmental concerns? \square 184 Are there any diseased or dead trees and shrubs? 185 To your knowledge, are any of the following substances, materials, products on the real property? (YES or NO Only.) 186 Ø 187 \square Contaminated soil or water (including drinking water) 188 \square Landfill or buried materials \mathbf{Z} Lead-based paint (If YES, attach disclosure.) 189 \mathbf{Z} 190 Radon gas in house or well Has a mitigation system been installed? (Mark One) ☐ YES \square 191 Methane Gas 192 \square Oil sheers in wet areas 193 \mathbf{Z} Radioactive material 194 $oldsymbol{Q}$ Toxic material disposal (solvents, chemicals, etc.) 195 \square Underground fuel or chemical storage tanks 196 \mathbf{Z} EMFs (Electro Magnetic Fields) \square Urea formaldehyde foam insulation (UFFI) 197 198 \square Other: 199 Are you aware if any portion of the property has ever been used for the manufacture of, or storage of, chemicals or \mathbf{Z} 200 equipment used in manufacturing methamphetamine, ecstasy, LSD or any other illegal substances? 201 \mathbf{Z} To your knowledge, are any of the above conditions present near your property? 202 Comments: 203 204 205 YES NO 206 207 \square \mathbf{Z} 208 209 Ø \square 210 211 \mathbf{V} 212 Ø 213 214 215 216 \mathbf{Z} 217 V 218 219 220 221 222 223

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DON'T	SECTION 9
KNOW	SECTION 8
	BOUNDARIES/LAND Have you had a survey of the property? (If YES, attach copy if available.)
ā	Are the boundaries of your property marked in any way?
	Is there any fencing on the boundaries of the property?
	Does fencing belong to the property? If YES, which sides? All
	Are there any features of the property shared in common with adjoining landowners, such as, walls, fences, roads,
	driveways? (If YES, explain below.)
	Is the property owner responsible for maintenance of any such shared feature(s)?
	To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
	To your knowledge, is any portion of the property located in a federally designated flood plain?
	Do you currently, or have you ever, paid flood insurance for the property?
H	To your knowledge, is any portion of the property located in a designated wetlands area?
Ц	Do you know of any of the following items that have occurred on the property or in the immediate area?
	(Mark all that apply.)
	EXPANSIVE SOIL EARTH MOVEMENT
	- Contraval
	☐ SLIDING ☐ EARTH STABILITY PROBLEMS
BUYER	Pg 5 of 7 SELLER'S INITIALS: Pg 7 S
	Instanet FORMS'

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines. 228 Attach all relevant documentation for further explanation, including any and all repair reports. 229 DON'T SECTION 9 230 YES NO **KNOW** SPECIAL ASSESSMENTS AND HOMEOWNER'S ASSOCIATION 231 The law requires that the Seller disclose the existence of special assessments against a property. 232 \mathbf{Z} 233 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 234 \mathbf{Z} tax disclosure - Mark One). 235 Owner County ✓ Public Record Other: 236 V Is the property subject to rules or regulations of an active Homeowner's Association? Annual Dues? 2660 237 \square Initiation Fee? 238 Homeowner's Association contact information: Meisha Blackshire 316-351-7650 ∇ 239 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 \mathbf{Z} 240 restrictions? 241 \square Any violations of such covenants and restrictions? 242 Comments: 243 244 DON'T 245 **SECTION 10** YES NO **KNOW** 246 **MISCELLANEOUS** Have any improvements or repairs (including, but not limited to, HVAC, plumbing, electrical, structural additions) 247 Ø been made to the property without obtaining required permits? 248 \mathbf{V} Are any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions? 249 V Is the present use of the property a non-conforming use? Ø 250 Have you had any insurance claims in the past five years? Z П 251 Were repairs made? If so, explain: \square 252 Is there any unrepaired damage due to hail, storm, wind, fire or flood? \square 253 Are there any stains, tears, burns, holes, etc., in the property that are not readily visible? V 254 Does a pet(s) reside or has a pet(s) ever resided in or on the property? Z 255 Is there any damage due to pets, interior/exterior, including, but not limited to, odors, stains, etc.? 256 Do all window and door treatments remain? If NO, please list: V 257 258 Does any other personal property remain? If YES, please list: \square 259 \square Does the property contain any of the following? (Mark all that apply.) 260 $\overline{\mathbf{Z}}$ 261 Swimming Pool ☐ Spa ☐ Hot Tub Sauna ■ Water Feature 262 M 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 263 \mathbf{Z} feature? Explain: 264 Is the property in a holistic, conservation or special review district, that requires any alterations or improvements \mathbf{V} 265 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, 266 or desirability of the property? 267 ablaAre there any transferable warranties on the property or any of its components? Comments: 268 HOA dues include pool, clubhouse (living room, kitchen, card room, exercise room), snow removal, 269 landscaping, exterior home painting, trash service, and common areas. Homeowners may reserve 270 clubhouse for private functions with \$25 fee. 271 272 Any Additional Comments For Part II: 273

Community has an active social calendar. Monthly events include: Happy Hour, Game Night, Coffee, and Night Out. **BUYER'S INITIALS:** (Rev 8/16) Pg 6 of 7 **SELLER'S INITIALS:** Instanct PORMS

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279 SELLER'S ACKNOWLEDGEMENT

Seller acknowledges that: the information contained in this disclosure is accurate, true and complete to the best 280 of Seller's knowledge, information and belief; Seller has provided all the information contained in this Seller's 281 Property Disclosure; and that the Broker/Realtor® has not prepared, nor assisted in the preparation of this 282 Disclosure. Seller hereby indemnifies, holds harmless and releases all Brokers/Realtors® involved in the sale of 283 the property from all liability, claims, loss, cost, or damage in connection with the information contained in this 284 Disclosure. Seller hereby authorizes the listing broker to provide copies of this Disclosure to other real estate 285 286 brokers and agents and prospective buyers of the property. 287 288 Seller is occupant: □ NO 289 Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date 290 signed by Seller. 291 SELLER: Wendy Bos **SELLER** 292 293 Date Date

BUYER'S ACKNOWLEDGEMENT AND AGREEMENT

- 1. I have personally inspected the property. I will rely upon the inspections encouraged under my contract with 295 Seller. Subject to any inspections, I agree to purchase the property in its present condition without 296 representations or guarantees of any kind by the Seller or any REALTORS® concerning the condition or value of 297 298 the property.
- 2. I agree to verify any of the above information that is important to me by an independent investigation of my 299 300 own. I have been advised to have the property examined by professional inspectors.
- 3. I acknowledge that neither Seller nor any REALTORS® involved in this transaction is an expert at detecting or 301 repairing physical defects in the property. I state that no important representations concerning the condition of 302 the property are being relied upon by me except as disclosed above or as fully set forth as 303 304 follows:
 - 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.
- 309 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, 310 amount and frequency of noise may be affected by future changes in McConnell Air Force Base activity. I have 311 been informed that if I desire information regarding potential for noise caused by the aircraft operations 312 associated with McConnell Air Force Base and its operations, I may find information by contacting the 313 Metropolitan Area Planning Department. 314

315	BUYER:		BUYER:	
316		Date		Data

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Authentisign ID: E05E5660-2151-43D1-8C4A-DAE35265DF1B



WATER WELL INSPECTION REQUIREMENTS City of Wichita

Property Address: 1243 S. Siena Ct. - Wichita, KS 67235

- 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 Orinking Other _								
Location of Well:								
DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YESNO								
If yes, what type? Septic Lagoon								
Location of Lagoon/Septic Access:								
Authentisisk Wendy S. Bos, Trustee	10/26/2020							
Owner 10/26/2020 5:25:40 PM CDT	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.

Seller	Date	Buyer	Date
Seller 10/26/2020 5:28:20 PM CDT	Date	Buyer	Date
Buyer has reviewed Seller's re Authentisch Wendy S. Bos, Trustee	all licensees involve	edge, that the information Selleved are relying on Seller's inforecords and reports furnished by	mation. Buyer certifies that Seller.
(c) Buyer has rece	ived copies of all i	information, if any, listed above.	. (initial)
BUYER'S ACKNOWLEDG	MENT (please co	omplete c below)	
Seller has pr	o reports or recons; or reconstruction reconstruction reports or reconstruction reconstruction reports or reconstruction reports or reconstruction reconst	er (initial one): ords pertaining to groundwate or with all available records ronmental concerns (list docume	and reports pertaining to
Č D -		or other environmental concerns adwater contamination or other e on or other environmental conce	,
SELLER'S DISCLOSURE	please complete h	ooth a and b below)	
The parties are advised to ol	otain expert advic	e in regard to any environmen	ntal concerns.
The parties are proposing the 1243 S. Siena Ct		of certain property, commonly kn 7235	nown as:
Groundwater contamination had not have any expertise in e			

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.



Form #2539



File #:

Property Address: 1243 S. Siena Ct. Wichita, KS 67235

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.

			Authentisisk	
Buyer		Seller	Wendy S. Bos, Trustee	
Dayor	461	001101	10/26/2020 5:26:56 PM CDT	

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

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

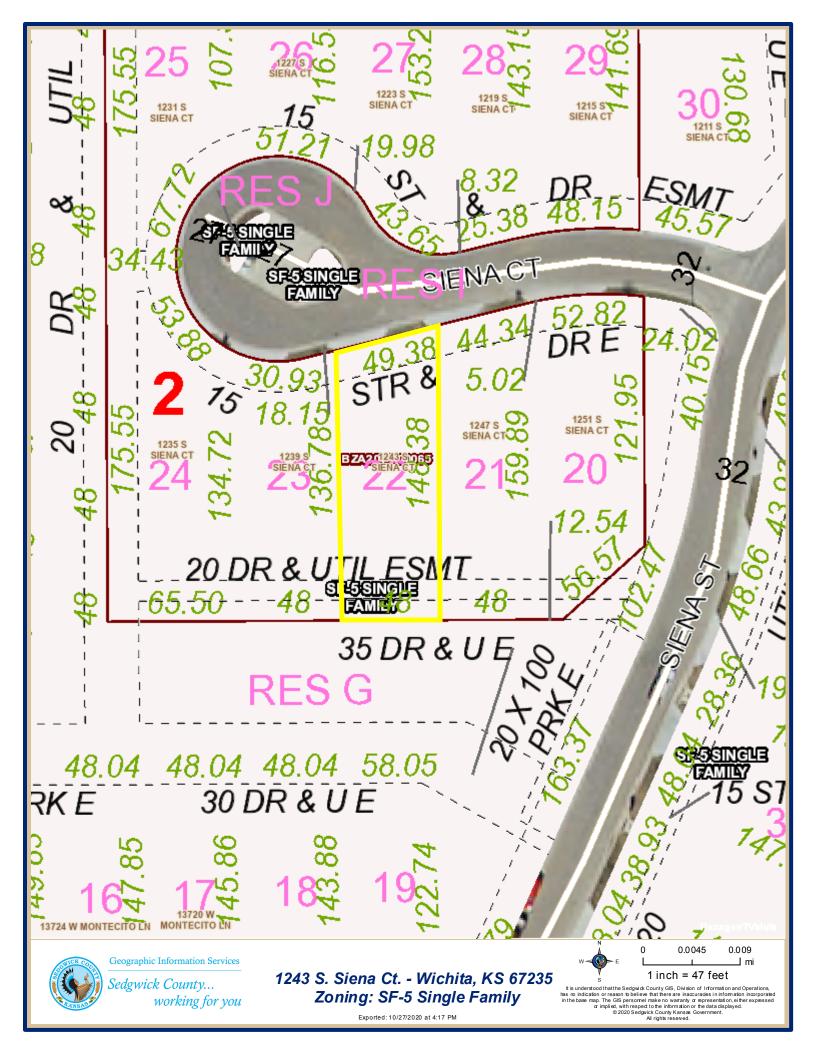
Internet Crime Complaint Center: http://www.ic3.gov



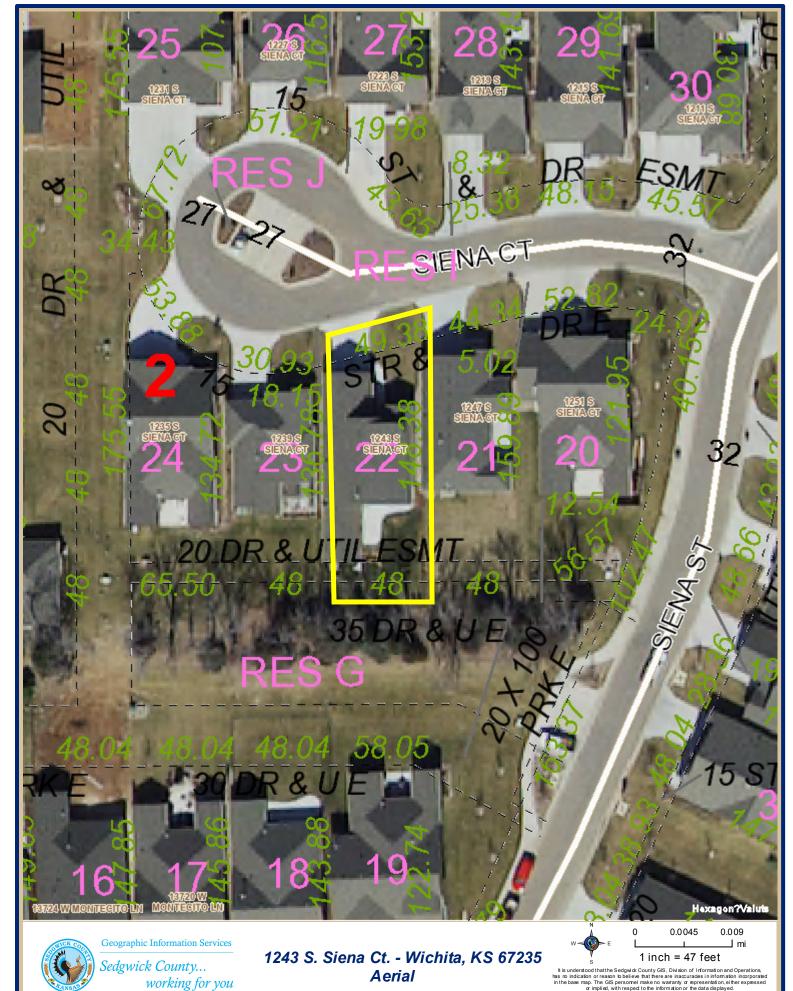
AVERAGE MONTHLY UTILITIES MISCELLANEOUS INFORMATION

Property Address:	1243 S. Sie	ena Ct Wi	chita, KS 672	35	_(the "Real Estate")			
Please provid	de below, to the l	best of your kno	wledge, the requesto	ed information relat	ted to the Real Estate.			
Electric:	Utility Provider Company Evergy							
Water & Sewer:	Wichita Water				42			
	Black Hills End	ergy						
Gas Propane: If propane, is	s tank owned o							
Appliances that Tra	ansfer:	Refrigerator? Dishwasher? Stove/Oven? Microwave?	Yes No Yes No No No Yes No	Washer? Dryer? Other? Wate	Yes No (a) Yes No (a) Pr Softener - Yes			
Homeowners Associated Dues Amount Initiation Fed	nt: 665	● No	Yearly <i>N</i>	Ionthly Quar	terly 🗶			
Are there any perm chandelier, etc.)?	anently attach	ed items that v	vill not transfer wit	th the 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.



Legend
Flood Plain
Base Flood Approximate
Base Flood Elevations
_
0.0 Bet Appual Chapse
0.2 Pct Annual Chance 0.2 PCT Annual Chance Flood H
V.2 PGT Affilial Charles Flood H
Α
A
AE
AE,
AE ELOODWAY
AE, FLOODWAY AE, FLOODWAY
AE, FLOODWAY
AH
AH .
AO
AO
V
X - Area of Special Consideration
X AREA OF SPECIAL CONSIDE
Χ
▼ X,
Area Not Included



Exported: 10/27/2020 at 4:15 PM



1243 S. Siena Ct. - Wichita, KS 67235







Legend

Storm Structures

- Manhole
- Inlet
- Outfall
- Other
- Headwalls
- City BMPs
- Private Non-City BMPs
- Storm Conduit
- Open Channel Structures
 - Open Channel Conduit
- 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.

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TERMS AND CONDITIONS

Thank you for participating in today's auction. The auction will be conducted by McCurdy Auction, LLC ("McCurdy") on behalf of the owner of the real estate (the "Seller"). The real estate offered for sale at auction (the "Real Estate") is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy.

- 1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and 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 reasonably 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)















