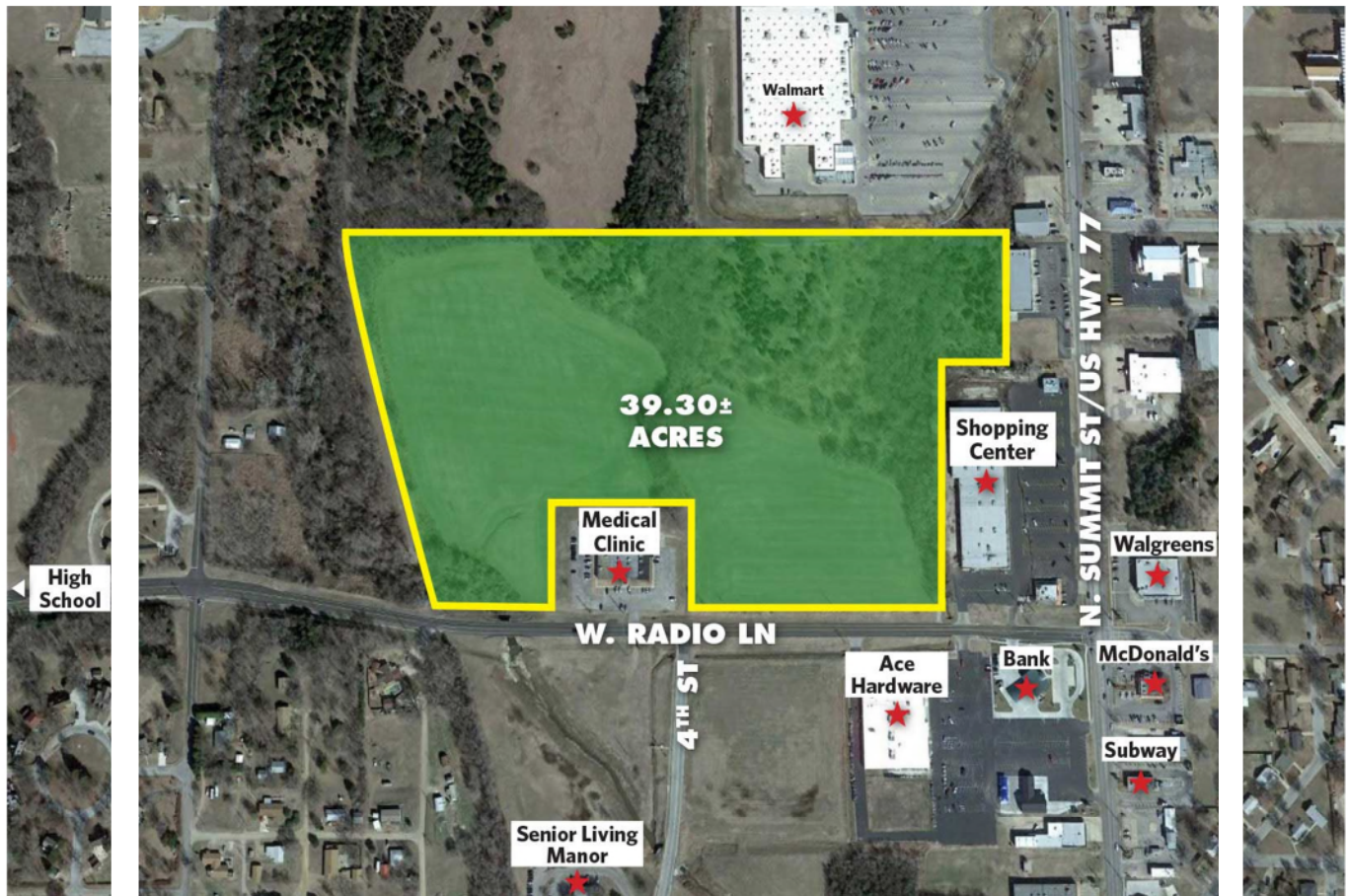


PROPERTY INFORMATION PACKET

THE DETAILS



39.3 +/- Acres Radio Ln. | Arkansas City, KS 67005

AUCTION: Wednesday, February 13th @ 12:00 PM

12041 E. 13th St. N., Wichita, KS, 67206
316.683.0612 • 800.544.4489
www.McCurdyAuction.com



McCurdy
AUCTION
REAL ESTATE SPECIALISTS



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- FSA MAP
- TERMS AND CONDITIONS
- GUIDE TO AUCTION COSTS

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.

PIP PRINT



MLS # 561495
Class Land
Property Type Farm
County Cowley
Area C30 - Other Towns
Address W Radio Lane
Address 2 39.3 +/- Acres at W. Radio Ln and N. Summit St
City Arkansas City
State KS
Zip 67005
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 0



GENERAL

List Agent - Agent Name and Phone	Ty Patton	List Date	1/9/2019
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-683-0612	Expiration Date	4/8/2019
Co-List Agent - Agent Name and Phone		Realtor.com Y/N	Yes
Co-List Office - Office Name and Phone		Display on Public Websites	Yes
Showing Phone	316-945-7400	Display Address	Yes
Zoning Usage	Agriculture	VOW: Allow AVM	Yes
Parcel ID	01830-61304-00100-8.000	VOW: Allow 3rd Party Comm	Yes
Number of Acres	39.30	Sub-Agent Comm	0
Price Per Acre		Buyer-Broker Comm	3
Lot Size/SqFt	1711908	Transact Broker Comm	3
School District	Arkansas City School District (USD 470)	Variable Comm	Non-Variable
Elementary School	Jefferson	Virtual Tour Y/N	
Middle School	Arkansas City	Days On Market	7
High School	Arkansas City	Cumulative DOM	7
Subdivision	NONE LISTED ON TAX RECORD	Cumulative DOMLS	
Legal	S13 , T34 , R03 , ACRES 39.3 , PT SE1/4 BEG N100 & W464.9 FRO M SE COR,N362.58,E220(S),N367. 4,W TO	Input Date	1/15/2019 4:50 PM
		Update Date	1/15/2019
		Off Market Date	
		Status Date	1/15/2019
		HotSheet Date	1/15/2019
		Price Date	1/15/2019

DIRECTIONS

Directions W. Radio Lane & N. Summit St- West to Radio Ln, North to property

FEATURES

SHAPE / LOCATION	IMPROVEMENTS	SALE OPTIONS	AGENT TYPE
Irregular	None	None	Sellers Agent
TOPOGRAPHIC	OUTBUILDINGS	PROPOSED FINANCING	OWNERSHIP
Treeline	Equipment Barn	Other/See Remarks	Individual
PRESENT USAGE	MISCELLANEOUS FEATURES	POSSESSION	TYPE OF LISTING
None/Vacant	None	At Closing	Excl Right w/o Reserve
Other/See Remarks	DOCUMENTS ON FILE	SHOWING INSTRUCTIONS	BUILDER OPTIONS
ROAD FRONTAGE	Aerial Photos	Call Showing #	Open Builder
City	Photographs	LOCKBOX	
UTILITIES AVAILABLE	Sellers Prop. Disclosure	None	
Other/See Remarks	FLOOD INSURANCE		
	Required		

FINANCIAL

Assumable Y/N	No
General Taxes	\$431.28
General Tax Year	2018
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No

Yearly HOA Dues
HOA Initiation Fee
Earnest \$ Deposited With Security 1st Title

PUBLIC REMARKS

Public Remarks LIVE AUCTION WITH ONLINE BIDDING! This property is being offered in a multi-property auction conducted off-site at the REALTORS® of South Central Kansas Board Office (170 W. Dewey St., Wichita, KS) on Wednesday February 13th at 12:00 PM. Registration opens at 11:00 PM or skip the lines and pre-register online. This property is selling with clear title at closing and no back taxes. Property previews available. 39.3 +/- Acres of undeveloped farm land in Arkansas City, KS. Acreage is in town, includes paved frontage, a wooded tree line, and currently has planted wheat with a 1/3-2/3 crop share with a verbal agreement. The property is zoned as (C-3)-Commercial and (R-1)-Residential. *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 \$15,000.

MARKETING REMARKS

Marketing Remarks This property is offered by Ty Patton with McCurdy Auction, LLC. Office: 316-683-0612 Email: tpatton@mccurdyauction.com LIVE AUCTION WITH ONLINE BIDDING! This property is being offered in a multi-property auction conducted off-site at the REALTORS® of South Central Kansas Board Office (170 W. Dewey St., Wichita, KS) on Wednesday February 13th at 12:00 PM. Registration opens at 11:00 PM or skip the lines and pre-register online. This property is selling with clear title at closing and no back taxes. Property previews available. 39.3 +/- Acres of undeveloped farm land in Arkansas City, KS. Acreage is in town, includes paved frontage, a wooded tree line, and currently has planted wheat with a 1/3-2/3 crop share with a verbal agreement. The property is zoned as (C-3)-Commercial and (R-1)-Residential. *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 \$15,000.

PRIVATE REMARKS

Private Remarks Broker participation is recognized (3% referral fee offered). See Associated Documents for Broker Registration Form. The registration form must be completed and submitted to McCurdy Auction's office by 5:00 p.m. (CST) the business day prior to the real estate auction.

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview
Method of Auction	Live w/Online Bidding	1 - Open/Preview Date
Auction Location	170 W Dewey, Wichita, KS	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	2/13/2019	2 - Open for Preview
Auction Start Time	12:00 p.m.	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	02/12/19 @ 5:00 p.m.	2 - Open End Time
Buyer Premium Y/N	Yes	3 - Open for Preview
Premium Amount	10.00	3 - Open/Preview Date
Earnest Money Y/N	Yes	3 - Open Start Time
Earnest Amount %/\$	15,000.00	3 - Open End Time

TERMS OF SALE

Terms of Sale

PERSONAL PROPERTY

Personal Property

SOLD

How Sold
Sale Price
Net Sold Price \$0
Pending Date
Closing Date
Short Sale Y/N
Seller Paid Loan Asst.
Previously Listed Y/N
Includes Lot Y/N
Sold at Auction Y/N

Selling Agent - Agent Name and Phone
Co-Selling Agent - Agent Name and Phone
Selling Office - Office Name and Phone
Co-Selling Office - Office Name and Phone
Appraiser Name
Non-Mbr Appr Name

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 2019 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

SELLER'S PROPERTY DISCLOSURE STATEMENT

For Land Only
(To be completed by Seller)

Seller: Jill Anderson

Property Address: 39.3 Acres Radio Ln - Arkansas City, KS 67005 Date of Purchase: _____

Property currently zoned as: see City of Arkansas City files/records

It has been our experience that the transaction runs smoother if all pertinent information to the property is disclosed prior to the actual contract date. Please be as complete and accurate as possible. Attach additional sheets if space is insufficient for all applicable comments. Seller acknowledges and understands that the Broker(s) and potential buyer of the property will rely upon the accuracy of facts and opinions set forth in this statement.

PART I - Indicate the condition of the following items by marking the appropriate box. Check only one box for each item.

	None/ Not Incl.	Included		
		Working	Not Working	Don't Know
WATER SYSTEMS				
Well/Pump _____	☒	☐	☐	☐
Drinking _____ Irrigation _____	☒	☐	☐	☐
Location _____				
Depth _____				
Type _____				
If on well water, has water ever shown test results of contamination? ☐ Y ☐ N				
Is the property connected to ☐ city ☐ rural water systems?				
Rural Water Transfer? ☐ Yes ☐ No				
Transfer Fee \$ _____				
Other _____	☒	☐	☐	☐
Other _____	☒	☐	☐	☐
Other _____	☒	☐	☐	☐
Comments: _____				

DRAINAGE/SEWAGE SYSTEMS				
Sewer Lines _____	☒	☐	☐	☐
Septic/Laterals _____	☒	☐	☐	☐
Lagoon _____	☒	☐	☐	☐
Tank Size _____ Location _____	☒	☐	☐	☐
# Feet of Laterals _____				
Other _____	☒	☐	☐	☐
Other _____	☒	☐	☐	☐
Comments: _____				

Yes	No	Don't Know	Part II - Answer questions to the best of your (Seller's) knowledge.
☐	☒		GAS/ELECTRIC
☐	☒		Is there a propane tank on the property? If yes, is it ☐ owned ☐ leased?
☐	☒		Is gas connected to property?
☐	☐	☒	If not, distance to nearest source? _____
☐	☐	☒	Is electricity connected to property?
☐	☐	☒	If not, distance to nearest source? _____
☐	☐	☒	To your knowledge, is there any additional costs to hook up utilities?
			If yes, please explain: _____
			Comments: _____

Seller's Initials [Signature]
Rev 5/01

Buyer's Initials _____
Form #2532

Yes	No	Don't Know	Part II (cont'd) - Answer questions to the best of your (Seller's) knowledge.
	☒	☐	DRAINAGE/SEWAGE SYSTEMS
☐	☒	☐	Is property connected to a public sewer system? If yes, no explanation required.
☐	☒	☐	Is there a septic tank/cesspool system serving this property? If yes, when was it last serviced? Date _____
☐	☐	☐	To your knowledge, is there any problems relating to the septic tank/cesspool/sewer system?
☐	☐	☐	To your knowledge, is the property located in a federally designated flood plain or wetlands area?
☐	☐	☐	Is the property located in a subdivision with a master drainage plan?
☐	☐	☐	Is so, is this property in compliance?
☐	☐	☐	Has the property ever had a drainage problem during your ownership?
☐	☐	☐	Do you currently pay flood insurance?
			Other drainage/sewage systems and their conditions: _____
			Comments: _____

			BOUNDARIES/LAND
☐	☐	☐	Have you had a survey of your property?
☒	☐	☐	Are the boundaries of your property marked in any way?
☒	☐	☐	Is there any fencing on the boundary (ies) of the property?
☒	☐	☐	If yes, does the fencing belong to the property?
☐	☒	☐	To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
☐	☒	☒	Are there any features of the property shared in common with adjoining landowners, such as walls, fences, roads, driveways?
☐	☒	☐	Is this property owner responsible for maintenance of any such shared feature?
☐	☒	☐	Do you know of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability problems that have occurred on the property or in the immediate neighborhood?
			Comments: _____

	☒	☐	HOMEOWNER'S ASSOCIATION
☐	☒	☐	Is the property subject to rules or regulations of any homeowner's association?
			Annual dues \$ _____ Initiation Fee \$ _____
☐	☐	☐	To your knowledge, are there any problem relating to any common area?
☐	☐	☐	Have you been notified of any condition which may result in an increase in assessments?
			Comments: _____

ENVIRONMENTAL CONDITIONS		
To your knowledge, are any of the following substances, materials, or products present on the real property?		
Yes	No	
☐	☒	Asbestos
☐	☒	Contaminated soil or water (including drinking water)
☐	☒	Landfill or buried materials
☐	☒	Methane gas
☐	☒	Oil sheers in wet areas
☐	☒	Radioactive material
☐	☒	Toxic material disposal (e.g., solvents, chemicals, etc.)
☐	☒	Underground fuel or chemical storage tanks
☐	☒	EMF's (Electro Magnetic Fields)
☐	☒	Gas or oil wells in area
☐	☒	Other
☐	☒	To your knowledge, are any of the above conditions present near your property?
		Comments: _____

Seller's Initials SP 9/1/19
Rev 5/01

Buyer's Initials _____
Form #2532

updated
1/10/19**MISCELLANEOUS****To your knowledge:**

Yes No

- ☐ ☐ Are there any gas/oil wells on the property or adjacent property?
- ☐ ☐ Is the present use of the property a non-conforming use?
- ☐ ☐ Are there any violations of local, state or federal government laws or regulations relating to this property?
- ☐ ☐ Is there any existing or threatened legal or regulatory action affecting this property?
- ☐ ☐ Are there any current special assessments or do you have knowledge of any future assessments?
- ☐ ☐ Are there any proposed or pending zoning changes on this or adjacent property?
- ☐ ☐ Are any local, state, or federal agencies requiring repairs, alterations or corrections of any existing conditions?
- ☐ ☐ Are there any diseased or dead trees or shrubs?
- ☐ ☐ Is the property located in an area where public authorities have or are contemplating condemnation proceedings?
- ☐ ☐ Are there any facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property? If yes, please explain below.

Seller owns:

- ☒ ☐ Mineral Rights
- ☒ ☐ Crops
- ☐ ☐ Water Rights

Comments:

Crops- wheat has been planted for an early summer (typically June)
 crop harvest; seller is 1/3 crop share shall transfer to Buyer less applicable
 chemical & fertilizer expenses pre-paid by Seller; Buyer shall allow farmer to harvest crop
 SELLER'S ACKNOWLEDGMENT to obtain farmers' 2/3 share.

Seller acknowledges that: the information contained in this statement 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 Statement; and that the Broker/REALTOR® has not prepared, nor assisted in the preparation of this Statement. Seller hereby indemnifies, holds harmless and releases all Broker/REALTOR® involved in the sale of the property from all liability, claims, loss, cost, or damage in connection with the information contained in this Statement. Seller hereby authorizes the listing broker to provide copies of this Statement to other real estate brokers and agents and prospective buyers of the property.

Seller _____

Seller _____

OR

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. I have not occupied this property in _____ years and am not familiar with all conditions represented in this form.

Seller _____

Seller _____

BUYER'S ACKNOWLEDGMENT AND AGREEMENT

1. I personally have carefully inspected the property. I will rely upon the inspections encouraged under my contract with Seller. Subject to any inspections, I agree to purchase the property in its present condition without representations or guarantees of any kind by the Seller or any REALTOR® concerning the condition or value of the property.
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.
3. I acknowledge that neither Seller nor any REALTOR® involved in this transaction is an expert at detecting or repairing physical defects in the property. I state that no important representations concerning the condition of the property are being relied upon by me except as disclosed above or as fully set forth as follows:
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.

Buyer _____

Buyer _____

Date

Date

Rev 5/01

Page 3 of 3

Form #2532

Approved by Legal Counsel Wichita Area Association of REALTORS®

This contract is for use by Lonny Ray McCurdy. Use by any other party is illegal and voids the contract.

Instant
Forms



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 39.3 Acres Radio Ln - Arkansas City, KS 67005

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: _____

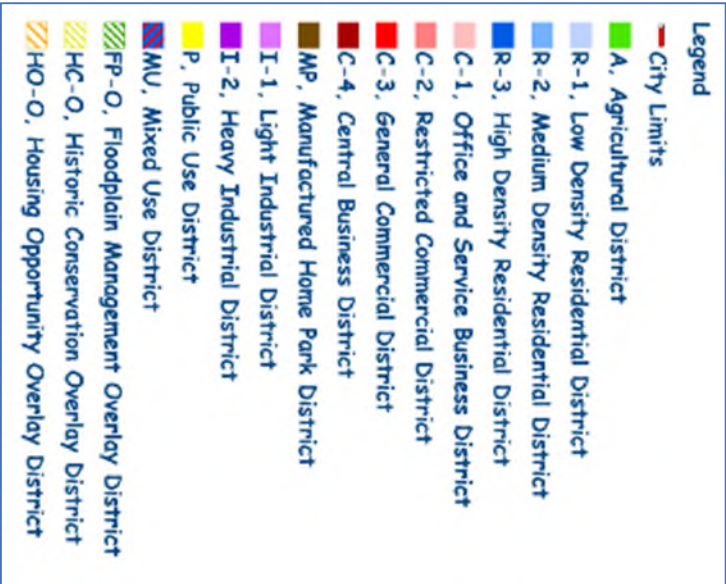
Owner _____

Date _____

Owner _____

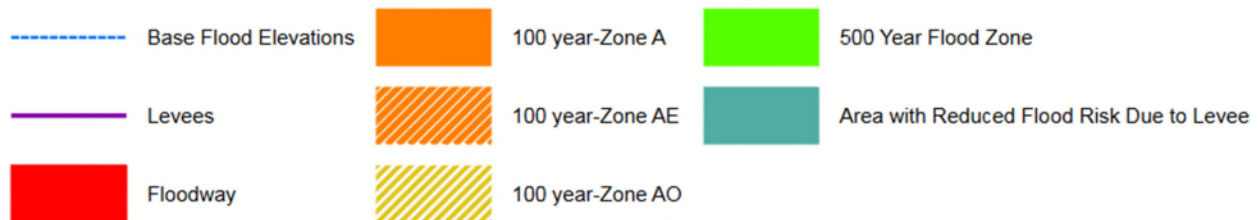
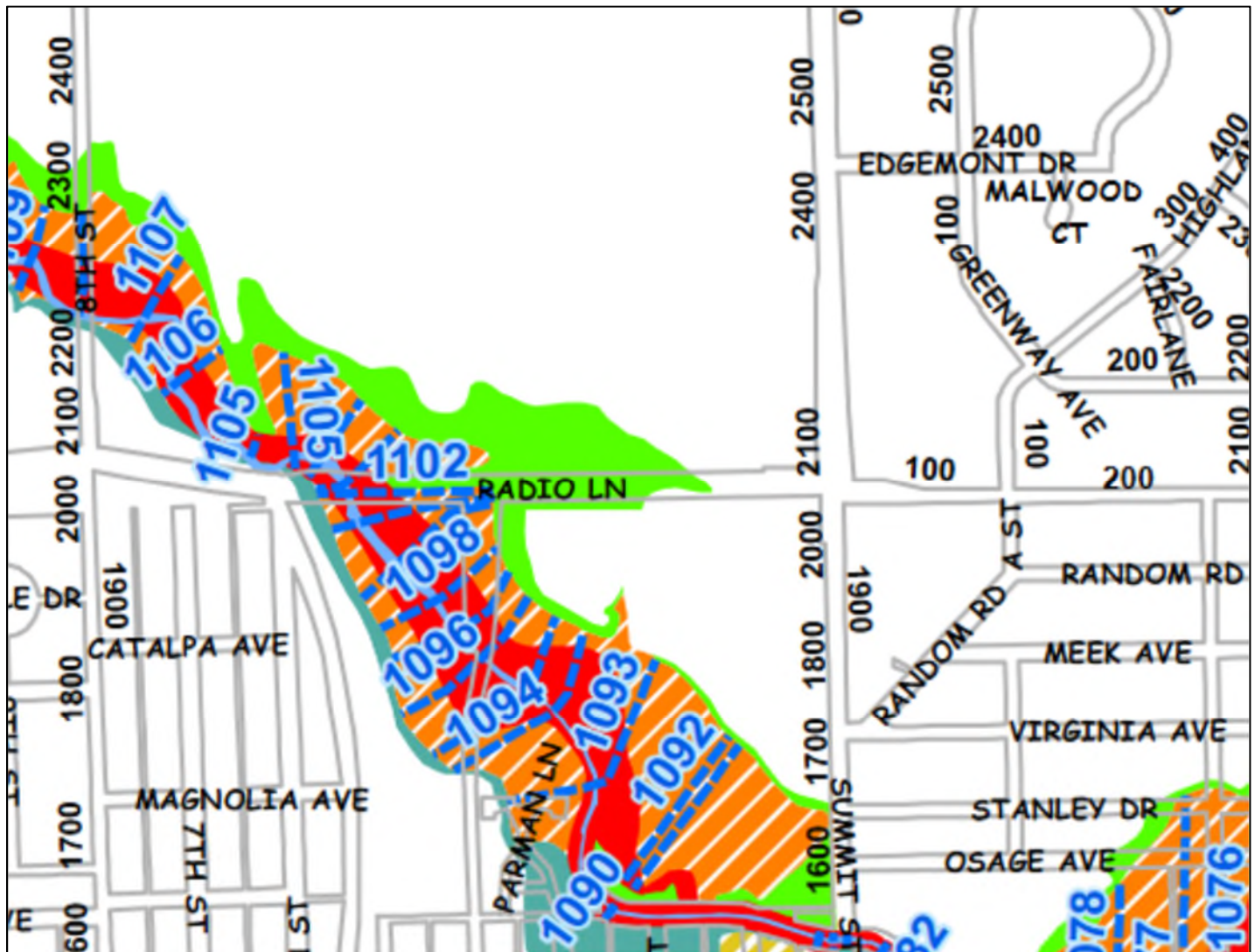
Date _____

Zoning – R-1, Low Density Residential District; and MU, Mixed Use District



39.3 Acres – Radio Rd. – Arkansas City, KS 67005

Flood Zone – Floodway, Zone AE, and 500 Year Flood Zone





GIS Web Map

Map produced via

Cowley County GIS Web App Builder

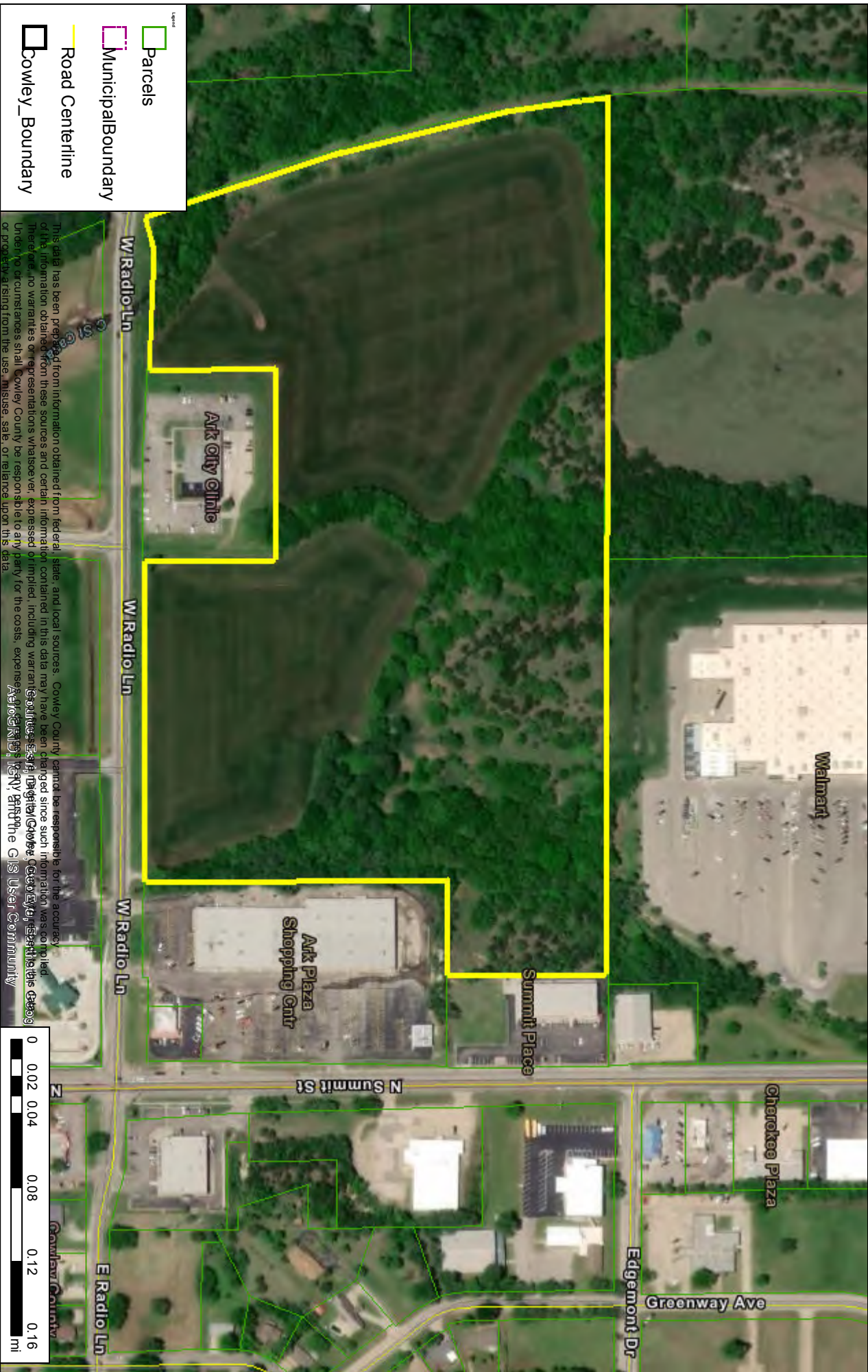


Cowley County GIS
311 E 9TH AVE
Winfield, KS 67156
620-221-5405
www.cowleycounty.org



COWLEY COUNTY
misgis

Map Produced on: 1/9/2019





Boundary



| Boundary 39.4 ac

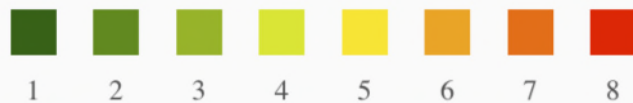
SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4746	Labette-Sogn silty clay loam, 0 to 8 percent slopes	13.7	34.77	3w
5977	Vanoss silt loam, 1 to 3 percent slopes	7.1	18.06	-
6240	Dale silt loam, rarely flooded	3.3	8.32	1
6402	Norge silt loam, 3 to 7 percent slopes	0.3	0.85	3e
5978	Vanoss silt loam, 3 to 7 percent slopes	15.0	38.01	-
TOTALS		39.4	100%	1.15

Capability Legend

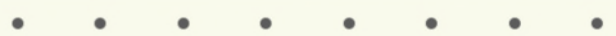
Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

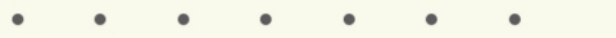
Land, Capability
Class(non-irrigated)



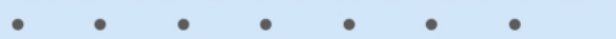
'Wild Life'



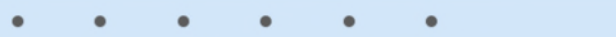
Forestry



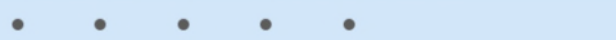
Limited



Moderate



Intense



Limited



Moderate



Intense



Very Intense



Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

(s) soil limitations within the rooting zone (w) excess of water



Boundary

Google



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.
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 guest or minor 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. To the extent permitted under applicable law, McCurdy has 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*)

