

PROPERTY INFORMATION PACKET | THE DETAILS



6506 SW 150th St. | Augusta, KS 67010

AUCTION: BIDDING OPENS: Tues, Feb 28th @ 2:00 PM

BIDDING CLOSING: Thurs, March 9th @ 3:00 PM

12041 E. 13th St. N. · Wichita, KS 67206
316.867.3600 · 800.544.4489 · McCurdy.com



McCurdy
REAL ESTATE & AUCTION



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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 Real Estate & 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.

MLS

MLS # 621387
Status Active
Contingency Reason
Area B41 - SE Suburban BTL
Address 6506 S 150TH ST
Address 2
City Augusta
Zip 67010
Asking Price \$0
Original Price \$0
Picture Count 36

**KEYWORDS**

AG Bedrooms 3	Approx. AGLA 1334
Total Bedrooms 3.00	AGLA Source Court House
AG Full Baths 1	Approx. BFA 0,00
AG Half Baths 0	BFA Source Court House
Total Full Baths 1	Approx. TFLA 1,334
Total Half Baths 0	Lot Size/SqFt 448668
Total Baths 1	Number of Acres 10.30
Garage Size 2	
Basement None	
Levels One Story	
Approximate Age 21 - 35 Years	
Acreage 10.01 or More	

GENERAL

List Agent - Agent Name and Phone Debi LeVieux - CELL: 316-650-6270	List Office - Office Name and Phone McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600
Co-List Agent - Agent Name and Phone	Co-List Office - Office Name and Phone
Showing Phone 888-874-0581	Year Built 1989
Parcel ID 20015-008-326-14-0-00-00-015.00-0	School District Augusta School District (USD 402)
Elementary School Augusta Schools	Middle School Augusta
High School Augusta	Subdivision NONE
Legal S14 , T28 , R04E , ACRES 10.3 , E330 SE4 SW4 LESS ROW	List Date 1/31/2023
Sub-Agent Comm 0	Buyer-Broker Comm 3
Transact Broker Comm 3	Variable Comm Non-Variable
Virtual Tour Y/N	Days On Market 9
Input Date 2/9/2023 12:00 PM	Update Date 2/9/2023
Status Date 2/9/2023	Price Date 2/9/2023
Display Address Yes	

ROOMS

Master Bedroom Level Main	Master Bedroom Dimensions 13.10x13.4
Master Bedroom Flooring Carpet	Living Room Level Main
Living Room Dimensions 17.4x14.1	Living Room Flooring Carpet
Kitchen Level Main	Kitchen Dimensions 18.2x13.5
Kitchen Flooring Tile	Room 1 Type
Room 2 Type	Room 3 Type
Room 4 Level Main	Room 4 Type Bedroom
Room 4 Dimensions 11.7x10.3	Room 4 Flooring Carpet
Room 5 Level Main	Room 5 Type Bedroom
Room 5 Dimensions 13.9x9.6	Room 5 Flooring Carpet
Room 6 Level Main	Room 6 Type Laundry
Room 6 Dimensions 5x5.10	Room 6 Flooring Tile
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

ROOMS

Room 11 Dimensions
Room 12 Level
Room 12 Dimensions

Room 11 Flooring
Room 12 Type
Room 12 Flooring

DIRECTIONS

Directions (Augusta) Hwy 54/400 & Hwy 77 - South on Hwy 77, East on SW 150th St.

FEATURES

ARCHITECTURE

Mobile/Mfd-Perm Found.

EXTERIOR CONSTRUCTION

Frame

ROOF

Composition

LOT DESCRIPTION

Standard

FRONTAGE

Unpaved Frontage

EXTERIOR AMENITIES

Deck

Fence-Other/See Remarks

Security Light

Storage Building(s)

Storm Door(s)

Storm Windows/Ins Glass

Outbuildings

GARAGE

Detached

Oversized

FLOOD INSURANCE

Unknown

UTILITIES

Septic

Lagoon

Propane Gas

Private Water

BASEMENT / FOUNDATION

None

BASEMENT FINISH

None

COOLING

Central

Electric

HEATING

Forced Air

Propane-Owned

DINING AREA

Kitchen/Dining Combo

FIREPLACE

Living Room

Woodburning

KITCHEN FEATURES

Eating Bar

Range Hood

Gas Hookup

Laminate Counters

APPLIANCES

Dishwasher

Range/Oven

Washer

Dryer

MASTER BEDROOM

Master Bdrm on Main Level

Split Bedroom Plan

Master Bedroom Bath

Sep. Tub/Shower/Mstr Bdrm

LAUNDRY

Main Floor

220-Electric

INTERIOR AMENITIES

Ceiling Fan(s)

Closet-Walk-In

Fireplace Doors/Screens

Vaulted Ceiling

Window Coverings-All

Laminate - Other

POSSESSION

At Closing

PROPOSED FINANCING

Other/See Remarks

WARRANTY

No Warranty Provided

OWNERSHIP

Trust

PROPERTY CONDITION REPORT

No

SHOWING INSTRUCTIONS

Appt Req-Call Showing #

LOCKBOX

Combination

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 \$1,439.24
General Tax Year 2022
Yearly Specials \$0.00
Total Specials \$0.00

HOA Y/N No
Yearly HOA Dues
HOA Initiation Fee
Home Warranty Purchased Unknown
Earnest \$ Deposited With Security 1st Title

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, February 28th, 2023 at 2 PM (cst) | BIDDING CLOSING: Thursday, March 9th, 2023 at 3 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. ONLINE ONLY!!! What a fantastic opportunity to purchase a little over 10 acres on paved road in Butler County! The property offers a pond, pockets of trees, fenced pasture and a few outbuildings. Property also features a 3-bedroom, 2- bathroom manufactured home that can be improved or removed to build a brand-new home. Property is on well water and a lagoon is in place. It has been confirmed with Rural Water District 6 that the main water line runs right in front of the property. With a little TLC the house would make a great home. Enter the living room, with vaulted ceilings (which continue throughout the home) and a fireplace, which opens to the kitchen complete with ample cabinet and counter space, and an eating bar. Laundry is conveniently located just off the kitchen. The spacious primary bedroom offers an ensuite with two sinks, a separate tub and shower, and a walk-in closet. Two more bedrooms and a second full bathroom with a tub/shower combo complete the home. The back door leads to a deck just waiting to be expanded! Located 5 miles south of Augusta and less than 1 mile east of Hwy 77. *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. Full auction terms and conditions provided in the Property Information Packet. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. Property available to preview by 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 \$10,000.

AUCTION

Type of Auction Sale Reserve
Method of Auction Online Only
Auction Location www.mccurdy.com
Auction Offering Real Estate Only
Auction Date 2/28/2023
Auction Start Time 2pm

1 - Open for Preview
1 - Open/Preview Date
1 - Open Start Time
1 - Open End Time
2 - Open for Preview
2 - Open/Preview Date

Broker Registration Req Yes
 Buyer Premium Y/N Yes
 Premium Amount 0.10
 Earnest Money Y/N Yes
 Earnest Amount %/\$ 10,000.00
 Auction End Date 3/9/2023
 Auction End Time 3pm

2 - Open Start Time
 2 - Open End Time
 3 - Open for Preview
 3 - Open/Preview Date
 3 - Open Start Time
 3 - Open End Time

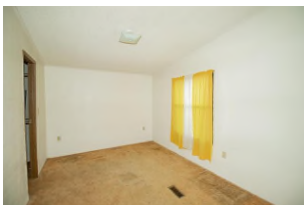
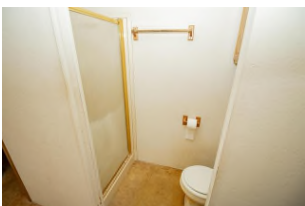
TERMS OF SALE

Terms of Sale See Associated Documents.

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 2023 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.



Property Address: 6506 SW 150th St - Augusta, KS 67010 (the "Real Estate")

Please provide below, to the best of your knowledge, the requested information related to the Real Estate.

Occupancy: Tenant-Occupied Owner-Occupied Vacant

Lease information (if applicable):

Written Lease: Yes No

Term of Lease: Month-to-Month Fixed Expiration Date (Please provide date): _____

Rent Amount: _____ Tenant current on rent: Yes No

Deposit Amount: _____

Appliances Transferring with the Real Estate:

Refrigerator: Yes No None/Unknown
Stove/Oven: Yes No None/Unknown
Dishwasher: Yes No None/Unknown

Microwave: Yes No None/Unknown
Washer: Yes No None/Unknown
Dryer: Yes No None/Unknown

Utilities:

	Utility Provider/Company	Utility On or Off	Utility Paid By
Electric:	<u>EVERGY</u>	<input checked="" type="checkbox"/> On <input type="checkbox"/> Off	<input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Owner
Water/Sewer:	<u>Well / LAGOON</u>	<input type="checkbox"/> On <input checked="" type="checkbox"/> Off	<input type="checkbox"/> Tenant <input type="checkbox"/> Owner
Gas:	<u>NONE</u>	<input type="checkbox"/> On <input type="checkbox"/> Off	<input type="checkbox"/> Tenant <input type="checkbox"/> Owner
Propane:	<u>UNKNOWN</u>	<input type="checkbox"/> On <input checked="" type="checkbox"/> Off	<input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Owner

Propane tank information (if applicable): Owned Leased UNKNOWN

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

Other Utility: _____ On Off Tenant Owner

Have any utility meters been removed? Yes No Unknown

If yes, please provide details including type of meter and applicable address or unit:

Code Violations:

Does the property have any code violations? Yes No Unknown

If yes, please provide details: _____

Special Assessments or Fees:

Is the Real Estate located in an improvement district? Yes No Unknown

Is the Real Estate subject to any current or future special tax assessments or fees that you are aware of? Yes No Unknown

Special Assessment/Fee Amount (give a good faith estimate if exact amount is unknown): _____

Explanation of Assessment or Fee: _____

Homeowners Association:

Is the property subject to HOA fees? Yes No Unknown

Dues Amount: _____ Yearly Monthly Quarterly

Initiation Fee: _____

Property Disclosures:

Are there any permanently attached items that will not transfer with the Real Estate (e.g. theatre projector, chandelier, etc.) (if none, write "none")?

None

Seller has been advised and understands that the law requires disclosure of any actual known material defect in the Real Estate to prospective buyers and that failure to do so may result in civil liability for damages. Seller accordingly discloses the following actual known material defects (if none, write "none"):

None

By signing below, Seller represents that above information is true and correct to the best of Seller's knowledge.

SELLER:

Gary Howard 1-31-23
Signature Date

Signature Date

Gary Howard
Print

Print

Executor - Estate of Jerry Lynn Branstetter
Title Company

Title Company

By signing below, Buyer acknowledges that no Seller's Property Disclosure is available for the Real Estate and that it was Buyer's responsibility to review the above-provided information and to have any and all desired inspections completed prior to bidding on the Real Estate and that Buyer has either reviewed the above-provided information and performed all desired inspections or accepts the risk of not having done so.

BUYER:

Signature Date

Signature Date

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

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

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

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

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) Purchaser has received copies of all information listed above.

(d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) 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 Acknowledgment (initial)

(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d 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.

<u>Gary Howard</u>	<u>1-31-23</u>		
Seller	Date	Seller	Date
<u>Dale L. Vane</u>	<u>1/31/2023</u>		
Purchaser	Date	Purchaser	Date
<u>[Signature]</u>	<u>1/31/2023</u>	Agent	Date



McCurdy
REAL ESTATE & AUCTION

WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 6506 SW 150th St - Augusta, KS 67010

DOES THE PROPERTY HAVE A WELL? YES NO

If yes, what type? Irrigation Drinking Other

Location of Well: Front yard

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

If yes, what type? Septic Lagoon

Location of Lagoon/Septic Access: Northwest of home

Mary Howard executor
Owner

1-31-23
Date

Owner

Date



CALL BEFORE YOU WIRE FUNDS

PROTECT YOUR MONEY WITH THESE TWO STEPS

1. At the first meeting with your Realtor®, obtain the phone number of your real estate agent and your escrow officer.
2. PRIOR to wiring funds, call the known phone number to speak directly with your escrow officer to confirm wire instructions.

WHAT TO EXPECT FROM SECURITY 1ST TITLE WHEN YOU WIRE FUNDS.

1. To protect your business and customer's information, we will only provide wire instructions to the customer.
2. We will NOT randomly send wire instructions without a request from the customer.
3. We will NOT provide wire instructions if we do not have a signed **Wire Fraud Alert Form** for the party requesting the wire instructions.
4. We will NOT change the wire instructions in the middle of the transaction.
5. If a Buyer/Seller does receive wire instructions:
 - Wire instructions will be given verbally over the phone or sent securely via secured email.
 - The customer needs to verify our phone number at a trusted source like our website, security1st.com
 - Before sending funds, they need to call the verified office number to verify the wire instructions.

NEVER WIRE FUNDS WITHOUT FIRST CALLING A KNOWN NUMBER FOR YOUR ESCROW OFFICER TO CONFIRM THE WIRE INSTRUCTIONS. DO NOT RELY ON EMAIL COMMUNICATIONS.

The undersigned, hereby authorizes Security 1st Title to communicate regarding my real estate closing transaction via electronic communications (cell phone number, e-mail or text message). I understand that this means Security 1st Title will only communicate with me via the authorized cell phone number and email address listed below.

I also acknowledge receipt of this notice and the risks associated with, and the vulnerabilities of electronic transfer of funds. The undersigned further agree that if electronic transfer of funds is utilized in this transaction, they hereby hold Security 1st Title harmless from all claims arising out of inaccurate transfer instructions, fraudulent taking of said funds and/or any other damage relating to the conduct of third parties influencing the implementation of transfer instructions.

Buyer/Seller Name

Buyer/Seller Name

Authorized Email Address

Authorized Email Address

Authorized Phone Number

Authorized Phone Number

Property Address

File Number

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>

6506 SW 150th St., Augusta, KS 67010 - Zoning AG-80



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Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NM Geodatasyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

- | | | | |
|-----------------|-----------------------|-----------------|-----------------|
| County Boundary | Condo_Boundaries | COUNTY ASPHALT | COUNTY ASPHALT |
| Parcels_Data | AddressPoints | COUNTY GRAVEL | COUNTY GRAVEL |
| BLDG_LL | RoadCenterline | KANSAS TURNPIKE | KANSAS TURNPIKE |
| Subdivisions | CITY | PAPER | PAPER |

This map is intended for informational purposes only. It should not be used in lieu of a survey to determine property boundaries.

6506 SW 150th St., Augusta, KS 67010 - Flood Map

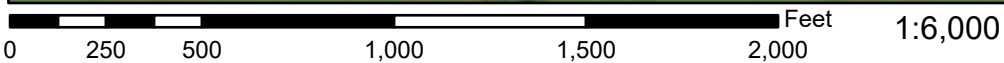
96°58'5"W 37°36'40"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) <i>Zone A, V, A99</i>
		With BFE or Depth <i>Zone AE, AO, AH, VE, AR</i>
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i>
		Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i>
		Area with Reduced Flood Risk due to Levee. See Notes. <i>Zone X</i>
		Area with Flood Risk due to Levee <i>Zone D</i>
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard <i>Zone X</i>
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard <i>Zone D</i>
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance
		17.5 Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
MAP PANELS		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped
		The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.



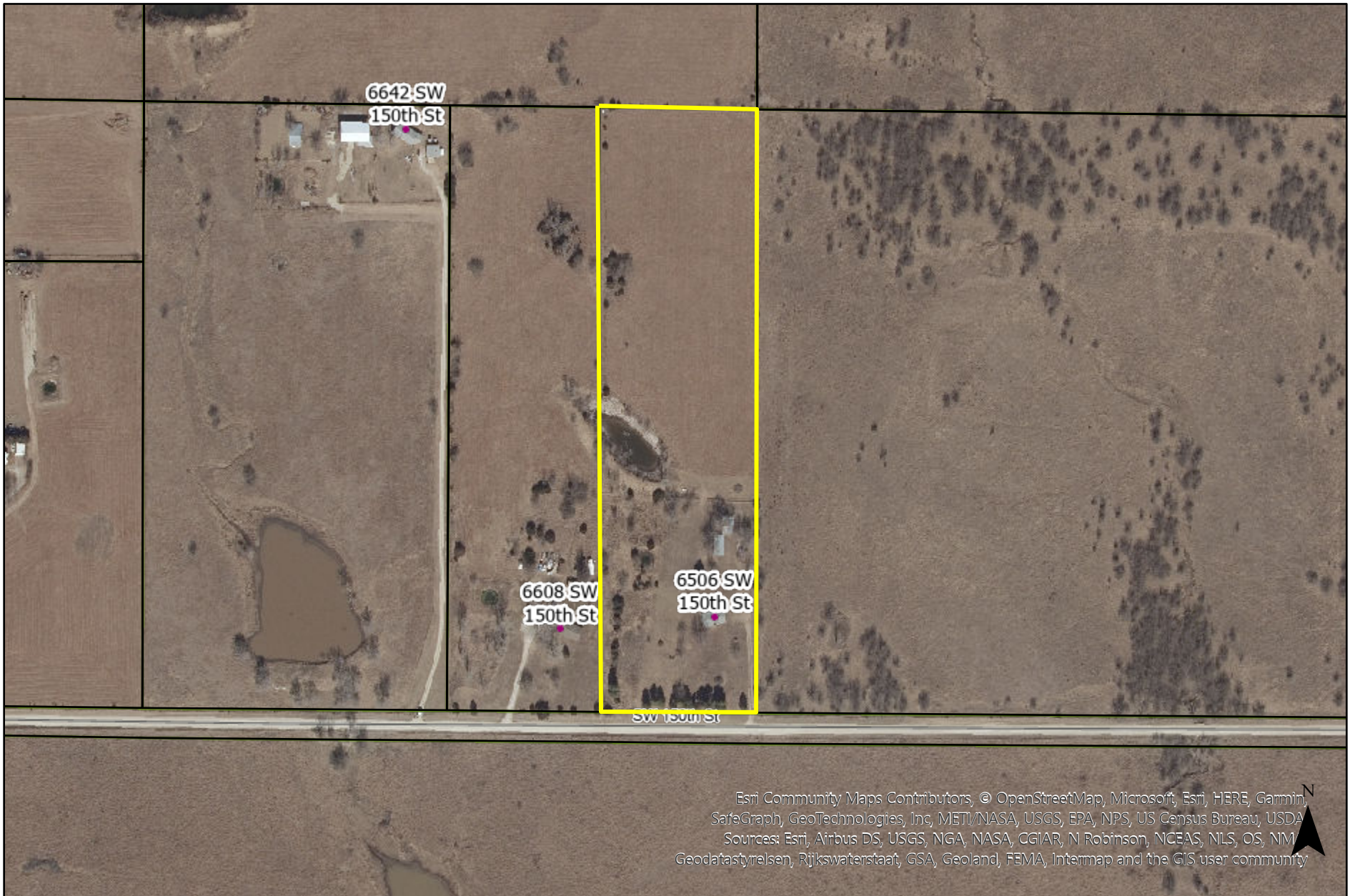
96°57'28"W 37°36'12"N

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **2/7/2023 at 10:14 AM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

6506 SW 150th St., Augusta, KS 67010 - Aerial



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- | | | | |
|-----------------|-----------------------|-----------------|-----------------|
| County Boundary | Condo_Boundaries | COUNTY ASPHALT | COUNTY ASPHALT |
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| Subdivisions | CITY | PAPER | PAPER |
| | CITY | | |

This map is intended for informational purposes only. It should not be used in lieu of a survey to determine property boundaries.

TERMS AND CONDITIONS

1. Any person who registers or bids at this auction (the "Bidder") agrees to be bound by these Terms and Conditions and any auction announcements. 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.
2. Auction announcements or postings take precedence over anything previously stated or printed, including these Terms and Conditions. In the event of a conflict between these Terms and Conditions and any other rules, terms, or agreements governing the use of the online bidding platform, these Terms and Conditions govern.
3. The real estate offered for sale at auction (the "Real Estate") is legally described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy Real Estate & Auction, LLC ("McCurdy") at Bidder's request.
4. 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 the owner of the Real Estate (the "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.
5. 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.
6. It is the sole responsibility of Bidder to monitor McCurdy's website with respect to any updates or information regarding any Real Estate on which Bidder is bidding. Bidder acknowledges that information regarding the Real Estate may be updated or changed on McCurdy's website at any time prior to the conclusion of bidding and that Bidder has timely reviewed the Real Estate information or assumes the risk of not having done so.

7. Once submitted, a bid cannot be retracted.
8. 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.
9. The Real Estate is not offered contingent upon financing.
10. 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, by 4:00 p.m. (CST) on the business day following the auction. 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.
11. 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.
12. 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.
13. 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.
14. Bidder authorizes McCurdy to film, photograph, or otherwise record the auction or components of the auction process and to use those films, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
15. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy by returning the completed the Broker Registration Form no later than 5 p.m. on the business day prior to the either the auction or scheduled closing time for an online auction, as the case may be. The Broker Registration Form is available on McCurdy's website.
16. 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.
17. 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.

18. McCurdy has the right to establish all bidding increments.
19. 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.
20. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
21. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
22. These Terms and Conditions are binding on Bidder and on Bidder’s partners, representatives, employees, successors, executors, administrators, and assigns.
23. Bidder warrants and represents that they are at least 18 years of age and are fully authorized to bid.
24. 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.
25. 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 auctions@mccurdy.com.
26. 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.
27. 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.

28. 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 suspend, pause, or extend the scheduled closing time of the auction.
29. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set out in these Terms and Conditions by 4:00 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.
30. 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.
31. 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)*

