

PROPERTY INFORMATION PACKET | THE DETAILS



7620 E. 93rd St. N. | Valley Center, KS 67147

AUCTION: BIDDING OPENS: Tues, February 27th @ 2:00 PM

BIDDING CLOSING: Thurs, March 7th @ 2:00 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 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. The Title Commitment Schedule B Part II-Exceptions will be added as a supporting document on McCurdy.com at the time it is provided by the title company. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500 minimum) added to the final bid.

ALL FIELDS CUSTOMIZABLE



MLS # 635059
Status Active
Contingency Reason
Area SCKMLS
Address 7620 E 93rd St. N.
City Valley Center
Zip 67147
Asking Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms 2
Total Bedrooms 3.00
AG Full Baths 2
AG Half Baths 1
Total Baths 4
Garage Size 3
Basement Yes - Finished
Levels 1 - 1/2 Story
Approximate Age 21 - 35 Years
Acreage 10.01 or More

Approx. AGLA 1811
AGLA Source Court House
Approx. BFA 1244.00
BFA Source Court House
Approx. TFLA 3,055
Lot Size/SqFt 826333.2
Number of Acres 18.97

GENERAL

List Agent - Agent Name and Phone BRADEN MCCURDY - OFF: 316-683-0612
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 1-888-874-0581
Year Built 2003
Parcel ID 08701-4-19-0-41-00-001.00
School District Valley Center Pub School (USD 262)
Elementary School Valley Center
Middle School Valley Center
High School Valley Center
Subdivision NONE LISTED ON TAX RECORD
Legal
List Date 1/30/2024
Display Address Yes
Sub-Agent Comm 0
Buyer-Broker Comm 3
Transact Broker Comm 3
Variable Comm Non-Variable
Days On Market 9
Input Date 2/8/2024 1:28 PM
Update Date 2/8/2024
Status Date 2/8/2024
Price Date 2/8/2024

Master Bedroom Level Upper
Master Bedroom Dimensions 14.3 x 14.1
Master Bedroom Flooring Carpet
Living Room Level Main
Living Room Dimensions 18.2 x 20
Living Room Flooring Wood
Kitchen Level Main
Kitchen Dimensions 14.9 x 14.11
Kitchen Flooring Wood
Room 4 Type Bedroom
Room 4 Level Main
Room 4 Dimensions 14.11 x 11.11
Room 4 Flooring Wood
Room 5 Type Bedroom
Room 5 Level Basement
Room 5 Dimensions 14.3 x 1010
Room 5 Flooring Carpet
Room 6 Type Rec. Room
Room 6 Level Basement
Room 6 Dimensions 17.8 x 30
Room 6 Flooring Wood
Room 7 Type Dining Room
Room 7 Level Main
Room 7 Dimensions 11.7 x 14.11
Room 7 Flooring Wood
Room 8 Type Laundry
Room 8 Level Main
Room 8 Dimensions 9.3 x 12.10
Room 8 Flooring Wood Laminate
Room 9 Type Office
Room 9 Level Main
Room 9 Dimensions 8.5 x 7.10
Room 9 Flooring Wood Laminate
Room 10 Type
Room 10 Level
Room 10 Dimensions
Room 10 Flooring
Room 11 Type
Room 11 Level
Room 11 Dimensions
Room 11 Flooring

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

DIRECTIONS

Directions (Valley Center) I-135 & E. 101 St. N. - East to Rock Rd., South to Home. (Northwest corner of E. 93d St. N. & Rock Rd.)

FEATURES

ARCHITECTURE

Traditional

EXTERIOR CONSTRUCTION

Frame

ROOF

Composition

LOT DESCRIPTION

Pond/Lake

Standard

FRONTAGE

Unpaved Frontage

EXTERIOR AMENITIES

Patio

Covered Patio

Fence-Wrought Iron/Alum

Guttering

Horses Allowed

Security Light

Storm Door(s)

Storm Windows/Ins Glass

Outbuildings

GARAGE

Attached

Opener

FLOOD INSURANCE

Unknown

UTILITIES

Lagoon

Propane Gas

Rural Water

BASEMENT / FOUNDATION

Full

Day Light

BASEMENT FINISH

1 Bedroom

1 Bath

Bsmt Rec/Family Room

Bsmt Wet Bar

Bsmt Storage

COOLING

Central

Electric

HEATING

Forced Air

Gas

Propane-Leased

DINING AREA

Eating Bar

Kitchen/Dining Combo

FIREPLACE

One

Living Room

Woodburning

KITCHEN FEATURES

Eating Bar

Pantry

Electric Hookup

Granite Counters

APPLIANCES

Dishwasher

Disposal

Microwave

Refrigerator

Range/Oven

Washer

Dryer

MASTER BEDROOM

Master Bdrm on Sep. Floor

Sep. Tub/Shower/Mstr Bdrm

Two Sinks

AG OTHER ROOMS

Office

LAUNDRY

Main Floor

Separate Room

220-Electric

INTERIOR AMENITIES

Ceiling Fan(s)

Closet-Walk-In

Hardwood Floors

Skylight(s)

Vaulted Ceiling

Wet Bar

Window Coverings-All

POSSESSION

At Closing

PROPOSED FINANCING

Other/See Remarks

WARRANTY

No Warranty Provided

OWNERSHIP

Trust

PROPERTY CONDITION REPORT

Yes

DOCUMENTS ON FILE

Ground Water

Sellers Prop. Disclosure

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	\$6,097.76
General Tax Year	2023
Yearly Specials	\$8.38
Total Specials	\$8.38

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

REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, February 27th, 2024 at 2 PM (cst) | BIDDING CLOSING: Thursday, March 7th, 2024 at 2 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!!! PREMIER!!! If you are looking for a private country oasis, yet still want to be close to all the city amenities, then this is the property for you! This picturesque 3 -bedroom, 3.5-bathroom home offers views to the pond from the both 2nd and main floor and is nestled on a 19 +/- acre corner lot in Valley Center. The property offers multiple outbuildings and a pond! What a great place to unwind! Exterior Features: Gated Entrance & Private Drive up to the Home Beautiful Landscaping Approximately 50 x 30 Barn w/ Multiple Indoor/Outdoor Stalls Approximately 12 x 12 Storage Shed Fishing Pond w/ Mature Shade Trees and Path Wildlife, Including Deer and Turkey Pipe Fencing Cross Fencing Home: Over 3,000 Square Feet Covered Front Porch Attached 3-car Garage w/ a Fully Finished Separate Office Open Floor Plan on the Main Level Views of the Pond from both the Main & Upper Levels of the Home Living room: Vaulted Ceilings, Floor-to-Ceiling Fireplace w/ Windows Lining each Side, Ceiling Fan & Hardwood Floors Dining Area: Hardwood Flooring, Backyard Access & Recessed Lighting Kitchen: Granite Countertops, Eating Bar, Walk-in Pantry, All Stainless Steel Appliances (Refrigerator, Oven, Dishwasher & Microwave) Separate Laundry/Mud Room w/ a Washer and Dryer off the Kitchen & Garage Access Main Floor Half-Bathroom, Spacious Bedroom w/ Outside Access & a Walk-In Closet, and Full Bathroom w/ Separate Tub and Shower Primary Bedroom: Separate Floor (loft) & Ensuite w/ Double Sinks, Walk-In Shower, Soaker Tub, and Grand Walk-In Closet Full & Finished Basement: Large Rec /Family Room w/ Wet Bar, Bedroom w/ walk-In Closet, & Full Bathroom w/ an Impressive Walk-In Tiled Shower w/ Bench & Built-In Shelf Wet Bar has an Eating Bar, Sink, Stainless Steel Full-Size Refrigerator, Wine Refrigerator, and Plenty of Shelving for your Glassware Large Basement Storage Room Backyard with NEWLY added Spacious Concrete Back Patio and a pad with electrical to add a hot tub This home shows great pride of ownership and has been well maintained. You will not want to miss this opportunity to purchase a gorgeous home on acreage in the Valley Center School District! Per the seller, the electrical details are: 400 AMP service/ 320 continuous to the home. (2) 200 AMP panels. (one panel is on a manual transfer switch to hook up a generator). There is wiring to the exterior of the home for a hot tub. A cement pad and electrical disconnect are in place. The property is treated on an annual basis by Patton Termite & Pest. The warranty will expire 03/2024. The goat house and deer blind do not transfer with the property, but the shed closest to the pond does. \$20,000 earnest money deposit at the time of contracting with a closing on or before 30 days from the date of sale. \$30,000 earnest money deposit at the time of contracting with a closing on or before 45 days from the date of sale. *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. 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 of \$20,000 for a 30 day closing or \$30,000 for a 45 day closing.

AUCTION

Type of Auction Sale	Reserve	Method of Auction	Online Only
Auction Location	www.mccurd.com	Auction Offering	Real Estate Only
Auction Date	2/27/2024	Auction Start Time	2:00 PM
Broker Registration Req	Yes	Buyer Premium Y/N	Yes
Premium Amount	0.10	Earnest Money Y/N	Yes
Earnest Amount %/\$	20,000.00	1 - Open for Preview	
1 - Open/Preview Date		1 - Open Start Time	
1 - Open End Time			

TERMS OF SALE

Terms of Sale

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES





DISCLAIMER

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 2024 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

(To be completed by Seller)

Property Address: 7620 E. 93rd St. N. - Valley Center, KS 67147

Date of Purchase: July 2019

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

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

ELECTRICAL

SELLER'S INITIALS: ZK WNL

27	WATER/SEWAGE SYSTEMS (See Part II Also)				27	HEATING & COOLING SYSTEMS											
28	TRANSFERS TO BUYER	Indicate the condition of the following items by marking only one appropriate box.			28	TRANSFERS TO BUYER	Indicate the condition of the following items by marking only one appropriate box.										
29	None Does Not Transfer				Working	Not Working				Don't Know	29	None Does Not Transfer	Working	Not Working	Don't Know		
30	☐	☐	☒	☐	☐	30	☐	☐	☒	☐	30	☐	☐	☒	☐	Cooling System	
31	☐	☐	☒	☐	☐	31	☐	☐	☒	☐	31	☐	☐	☒	☐	Type	
32	☐	☐	☒	☐	☐	32	☐	☐	☒	☐	32	☐	☐	☒	☐	Age	
33	☐	☐	☒	☐	☐	33	☐	☐	☒	☐	33	☐	☐	☒	☐	Heating System	
34	☐	☐	☒	☐	☐	34	☐	☐	☒	☐	34	☐	☐	☒	☐	Type	
35	☐	☐	☒	☐	☐	35	☐	☐	☒	☐	35	☐	☐	☒	☐	Age	
36	☐	☐	☒	☐	☐	36	☐	☐	☒	☐	36	☐	☐	☒	☐	Window/Wall Air Conditioning Units	
37	☒	☐	☐	☐	☐	37	☒	☐	☐	☐	37	☒	☐	☐	☐	Electronic Air Filter	
38	☒	☐	☐	☐	☐	38	☒	☐	☐	☐	38	☒	☐	☐	☐	Humidifier	
39	☐	☐	☐	☐	☐	39	☐	☐	☒	☐	39	☐	☐	☒	☐	Fireplace	
40	☐	☐	☐	☐	☐	40	☒	☐	☐	☐	40	☒	☐	☐	☐	Fireplace Insert	
41	☒	☐	☐	☐	☐	41	☒	☐	☐	☐	41	☒	☐	☐	☐	Wood burning Stove	
42	☒	☐	☐	☐	☐	42	☒	☐	☐	☐	42	☐	☐	☐	☐	Chimney/Flue - Date Last Cleaned	
43	☐	☐	☐	☐	☐	43	☒	☐	☐	☐	43	☒	☐	☐	☐	Gas Log Lighter	
44	☐	☐	☐	☐	☐	44	☒	☐	☐	☐	44	☒	☐	☐	☐	Whole House Attic Fan	
45	☒	☐	☐	☐	☐	45	☒	☐	☐	☐	45	☒	☐	☐	☐	Solar Equipment - (Circle One) Own Rent/Lease	
46	☒	☐	☐	☐	☐	46	☒	☐	☐	☐	46	☐	☐	☐	☐	Company	
47	Comments:					47	☒	☐	☐	☐	47	☒	☐	☐	☐	Geothermal	
48	Home is wired for hot tub, concrete					48	☐	☐	☒	☐	48	☐	☐	☒	☐	Propane Tank - (Circle One) Own Rent/Lease	
49	slab on back patio for hot tub.					49	☐	☐	☒	☐	49	☐	☐	☒	☐	Company	
50						50	Comments:					50					
51	MEDIA					51						51					
52	TRANSFERS TO BUYER	Indicate the condition of the following items by marking only one appropriate box.			52	TRANSFERS TO BUYER	Indicate the condition of the following items by marking only one appropriate box.			52	TRANSFERS TO BUYER	Indicate the condition of the following items by marking only one appropriate box.					
53	None Does Not Transfer				Working	Not Working				Don't Know	53				None Does Not Transfer	Working	Not Working
54	☒	☐	☐	☐	☐	54	☒	☐	☐	☐	54	☒	☐	☐	☐	Satellite Dish	
55	☐	☐	☐	☐	☐	55	☐	☐	☐	☐	55	☐	☐	☐	☐	# of Rcvrs/Remotes	
56	☒	☐	☐	☐	☐	56	☒	☐	☐	☐	56	☒	☐	☐	☐	Attached Antennas	
57	☐	☐	☒	☐	☐	57	☐	☐	☒	☐	57	☐	☐	☒	☐	Cable TV Wiring/Jacks	
58	☒	☐	☐	☐	☐	58	☒	☐	☐	☐	58	☒	☐	☐	☐	Attached Television Mount(s)	
59	☒	☐	☐	☐	☐	59	☒	☐	☐	☐	59	☒	☐	☐	☐	Projector(s)	
60	☒	☐	☐	☐	☐	60	☒	☐	☐	☐	60	☒	☐	☐	☐	Projector Screen(s)	
61	☒	☐	☐	☐	☐	61	☒	☐	☐	☐	61	☒	☐	☐	☐	Surround Sound Speakers	
62	☒	☐	☐	☐	☐	62	☒	☐	☐	☐	62	☒	☐	☐	☐	Wired for Surround Sound	
63	Comments:					63	Comments:					63					
64						64						64					
65						65						65					
66						66						66					
67						67						67					
68						68						68					

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			
☐	☒	☐	Are any exterior walls covered with Exterior Insulation & Finish System (synthetic stucco)? If YES, are you aware of any adverse conditions? _____
Indicate all that apply: ☐ Basement ☐ Crawl Space ☐ Slab			
☐	☒	☐	Are there any structural engineer's report(s) available? If YES, Date of Report: _____ Copy Attached? (Mark One): ☐ YES ☐ NO
To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)			
☐	☒	☐	Movement, shifting, deterioration or other problems with walls or foundation?
☐	☒	☐	Cracks or flaws in the walls, floors or foundation?
☐	☒	☐	Problems with driveways, walkways, patios, retaining walls, party walls?
☐	☒	☐	Problems with operation of windows or doors, or broken seals?
☐	☒	☐	Any corrective actions to items in this section? (Example - Piering, bracing, etc.)
☐	☒	☐	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☒	☐	☐	Is there insulation in the walls?
☐	☐	☒	Is there insulation in the floors?
Additional Comments:			
SECTION 2			
ROOF/INSULATION			
☐	☒	☐	Age: <u>5 years</u> Type: <u>Architectural</u>
☐	☒	☐	To your knowledge, are there any ☐ PAST ☐ PRESENT roof leaks? (Mark One) If any, identify details below.
☐	☒	☐	During your ownership, has the roof ever been ☐ REPLACED? ☐ REPAIRED? (Mark One) If YES, Date: _____ (Identify details below.)
☐	☒	☐	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☐	☒	☐	Do you know of any problems with chimneys or chases? (If YES, explain below.)
☐	☒	☐	Do you know of any problems with roof, roof structure or rain gutters? (If YES, explain below.)
☒	☐	☐	Is there insulation in the ceiling/attic?
Additional Comments:			
SECTION 3			
MOLD/MILDEW			
According to the EPA, molds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the naked eye, and float through outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. Inhaling or touching mold spores may cause allergic reactions in sensitive individuals.			
To 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 below.)
☐	☒	☐	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: _____
Additional Comments:			

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 4 WATER/SEWAGE SYSTEMS	
☐	☒	☐	Is the property connected to City Water?	
☒	☐	☐	Is the property connected to Rural Water? If YES, Transfer Fee: _____ District: _____	
☐	☒	☐	Is the property connected to any private water systems? (Mark all that apply.)	
☐	☐	☐	☐ Drinking Well	☐ Irrigation Well ☐ Geo-Thermal Well
☐	☐	☐	Working? Type: _____ Location: _____ Depth: _____	
☐	☐	☐	Working? Type: _____ Location: _____ Depth: _____	
☐	☐	☐	Working? Type: _____ Location: _____ Depth: _____	
☐	☐	☐	Has the water in any wells shown test results of contamination? (If YES, explain below.)	
☐	☒	☐	Is the property connected to a public sewer system? If shared lagoon/septic system, explain below.	
☐	☒	☐	Is the property connected to a septic system? Date Last Pumped: _____	
			Tank Size: _____ Location: _____	
			# feet laterals: _____ # Feet infiltrators: _____ Location: _____	
☒	☐	☐	Is the property connected to a lagoon system? Location: _____	
☐	☒	☐	Is the property connected to some other type of waste disposal system? (If YES, explain below.)	
☐	☒	☐	Has the main waste disposal line ever been snaked or scoped?	
☐	☒	☐	To your knowledge, is there any problem relating to the waste disposal system?	
Additional Comments:				

YES	NO	DON'T KNOW	SECTION 5 WATER INTRUSION/LEAKS	
<i>To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)</i>				
☐	☒	☐	Any water leakage in or around the fireplace or chimney?	
☒	☐	☐	Any water leakage around (If YES, mark all that apply.) ☐ WINDOWS ☐ SKYLIGHTS ☐ DOORS?	
☐	☒	☐	Any leaks occurring in any plumbing, water supply lines, drains, sewer lines, etc.?	
☐	☒	☐	Any leaks caused by appliances?	
☐	☒	☐	Any leaks from any condensation drain lines, humidifier, dehumidifier, etc.?	
☐	☒	☐	Any water leakage into (If YES, mark all that apply.) ☐ BASEMENT ☐ CRAWL SPACE	
☐	☒	☐	Any accumulation of water within the basement/crawl space?	
☐	☒	☐	Sump Pump(s) Location(s): <u>Basement Utility Room</u>	
☐	☒	☐	Drain Tiles (If YES, mark all that apply.) ☐ INTERIOR ☐ EXTERIOR	
Additional Comments:				
<u>A-Frame windows leaked, replaced with new windows & finish & resealed, problem solved.</u>				

YES	NO	DON'T KNOW	SECTION 6 PEST, WOOD INFESTATION & DRY ROT	
☐	☒	☐	Do you have any knowledge of the following items on/affecting the property? (Mark all that apply.)	
			☐ WOOD DESTROYING INSECTS	☐ DRY ROT ☐ OTHER WOOD INFESTATION
☐	☒	☐	Any knowledge of any damage to the property caused by the following items? (Mark all that apply.)	
			☐ WOOD DESTROYING INSECTS	☐ DRY ROT ☐ OTHER WOOD INFESTATION
☐	☐	☐	Have there been any repairs of such damage? (If YES, explain below.)	
☒	☐	☐	Is the property currently under a termite warranty or other coverage by a licensed pest control company?	
			Company: <u>Patton Termite & Pest</u> Warranty Expiration Date: <u>March 2024</u>	
☒	☐	☐	Any wood destroying insects control reports in the last 5 years? (If YES, explain below.)	
☒	☐	☐	Any professional wood destroying insects control treatments in the last 5 years? (If YES, explain below.)	
☒	☐	☐	Any pest control reports in the last 5 years? (If YES, explain below.)	
☒	☐	☐	Any professional pest control treatments in the last 5 years? (If YES, explain below.)	
Additional Comments:				
<u>Summary reports & treatment on an annual basis. Property is treated annually for Pest/Insects/Termite.</u>				

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

SECTION 7

ENVIRONMENTAL CONDITIONS

YES	NO	DON'T KNOW	
☐	☒	☐	Is the property located in a subdivision with a master drainage plan?
☐	☒	☐	If YES, is the property in compliance?
☐	☒	☐	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?
☒	☐	☐	Do mineral rights convey to buyer? If NO, please define: _____
			Groundwater contamination has been detected in several areas in the State of Kansas.
☐	☒	☐	Are you aware of groundwater contamination or other environmental concerns?
☐	☒	☐	Any reports or records pertaining to groundwater contamination or other environmental concerns?
☐	☒	☐	Are there any diseased or dead trees and shrubs?
			To your knowledge, are any of the following substances, materials, products on the real property? (YES or NO Only.)
☐	☒	☐	Asbestos
☐	☒	☐	Contaminated soil or water (including drinking water)
☐	☒	☐	Landfill or buried materials
☐	☒	☐	Lead-based paint (If YES, attach disclosure.)
☐	☒	☐	Radon gas in house or well Has a mitigation system been installed? (Mark One) ☐ YES ☐ NO
☐	☒	☐	Methane Gas
☐	☒	☐	Oil sheers in wet areas
☐	☒	☐	Radioactive material
☐	☒	☐	Toxic material disposal (solvents, chemicals, etc.)
☐	☒	☐	Underground fuel or chemical storage tanks
☐	☒	☐	EMFs (Electro Magnetic Fields)
☐	☒	☐	Urea formaldehyde foam insulation (UFFI)
☐	☒	☐	Other: _____
☐	☒	☐	Are you aware if any portion of the property has ever been used for the manufacture of, or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy, LSD or any other illegal substances?
☐	☒	☐	To your knowledge, are any of the above conditions present near your property?
Comments:			

SECTION 8

BOUNDARIES/LAND

YES	NO	DON'T KNOW	
☐	☒	☐	Have you had a survey of the property? (If YES, attach copy if available.)
☒	☐	☐	Are the boundaries of your property marked in any way? <i>Pins from previous survey</i>
☒	☐	☐	Is there any fencing on the boundaries of the property?
☒	☐	☐	Does fencing belong to the property? If YES, which sides? <i>North, South, East</i>
☐	☒	☐	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?
☐	☒	☐	To your knowledge, is any portion of the property located in a designated wetlands area?
☐	☒	☐	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
			☐ FILL DIRT ☐ UPHEAVAL
			☐ SLIDING ☐ EARTH STABILITY PROBLEMS
			☐ SETTLING
Comments:			

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 9
			SPECIAL ASSESSMENTS AND HOMEOWNER'S ASSOCIATION
			The law requires that the Seller disclose the existence of special assessments against a property.
☒	☐	☐	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 tax disclosure - Mark One).
			☐ Owner ☐ County ☐ Public Record ☐ Other: _____
☐	☐	☐	Is the property subject to rules or regulations of an active Homeowner's Association?
			Annual Dues? _____ Initiation Fee? _____
			Homeowner's Association contact information: _____
☐	☐	☐	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 restrictions?
☐	☐	☐	Any violations of such covenants and restrictions?
Comments:			
County solid waste solid waste User Fee +/- \$8.38 Annually			

YES	NO	DON'T KNOW	SECTION 10
			MISCELLANEOUS
☐	☒	☐	Have any improvements or repairs (including, but not limited to, HVAC, plumbing, electrical, structural additions) been made to the property without obtaining required permits ?
☐	☒	☐	Are any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions?
☐	☒	☐	Is the present use of the property a non-conforming use?
☐	☒	☐	Have there been any insurance claims during the seller's ownership?
☐	☐	☐	Were repairs made? If so, explain: _____
☐	☐	☐	Is there any unrepaired damage due to hail, storm, wind, fire or flood?
☐	☒	☐	Are there any stains, tears, burns, holes, etc., in the property that are not readily visible?
☒	☐	☐	Does a pet(s) reside or has a pet(s) ever resided in or on the property?
☐	☒	☐	Is there any damage due to pets, interior/exterior, including, but not limited to, odors, stains, etc.?
☒	☐	☐	Do all window and door treatments remain? If NO, please list: _____
☐	☒	☐	Does any other personal property remain? If YES, please list: _____
☐	☐	☐	Does the property contain any of the following? (Mark all that apply.)
☐	☒	☐	☐ Swimming Pool ☐ Spa ☐ Hot Tub ☐ Sauna ☐ Water Feature
☐	☐	☐	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 feature?
			Explain: _____
☐	☒	☐	Is the property in a holistic, conservation or special review district, that requires any alterations or improvements 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, or desirability of the property?
☐	☒	☐	Are there any transferable warranties on the property or any of its components?

Comments:

Any Additional Comments For Part II:

Goat house does not stay with the property.
Elevated Play house does not stay with the property.

SELLER'S ACKNOWLEDGEMENT

286 Seller acknowledges that: the information contained in this disclosure is accurate, true and complete to the best of Seller's
 287 knowledge, information and belief; Seller has provided all the information contained in this Seller's Property Disclosure; and that the
 288 Broker/Realtor® has not prepared, nor assisted in the preparation of this Disclosure. Seller hereby indemnifies, holds harmless and
 289 releases all Brokers/Realtors® involved in the sale of the property from all liability, claims, loss, cost, or damage in connection with
 290 the information contained in this Disclosure. Seller hereby authorizes the listing broker to provide copies of this Disclosure to other
 291 real estate brokers and agents and prospective buyers of the property.

292 Seller is occupant: ☒ YES ☐ NO

293 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.

294 SELLER: _____

295 Date

SELLER: _____

Date

296 **BUYER'S ACKNOWLEDGEMENT AND AGREEMENT**

297 1. I have personally inspected the property. I have been advised to have the property examined by professional inspectors. Subject
 298 to any inspections, I agree to purchase the property in its present condition without representations or guarantees of any kind by
 299 the Seller or any REALTORS® concerning the condition or value of the property, except as given above or as stated in my contract
 300 with the Seller.

301 2. I acknowledge that neither Seller nor any REALTORS® involved in this transaction is an expert at detecting or repairing physical
 302 defects in the property.

303 3. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes
 304 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
 305 regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI) at
 306 <http://www.kansas.gov/kbi/> or by contacting the local sheriff's office.

307 4. I acknowledge that McConnell Air Force Base is located within Sedgwick County and is an operational military Air Force base that
 308 is open 24 hours a day and activity at that base may generate noise. The volume, pitch, amount and frequency of noise may be
 309 affected by future changes in McConnell Air Force Base activity. I have been informed that if I desire information regarding potential
 310 for noise caused by the aircraft operations associated with McConnell Air Force Base and its operations, I may find information by
 311 contacting the Metropolitan Area Planning Department.

312 BUYER: _____

BUYER: _____

313

Date

Date

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McCurdy
REAL ESTATE & AUCTION

WATER WELL INSPECTION REQUIREMENTS

Property Address: 7620 E. 93rd St. N. - Valley Center, KS 67147

Each City and County have different inspection requirements. If you are required to do an inspection our office will email you the information.

For properties within the *City of Wichita* the requirements are:

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

DOES THE PROPERTY HAVE A WELL? YES _____ NO X

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

Location of Well: _____

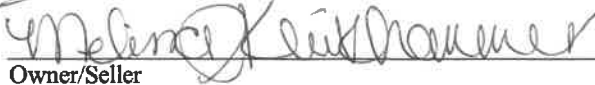
DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES X NO _____

If yes, what type? Septic _____ Lagoon X

Location of Lagoon/Septic Access: _____


Owner/Seller

1/30/24
Date


Owner/Seller

1/30/24
Date

Buyer Date

Buyer Date

GROUNDWATER / ENVIRONMENTAL ADDENDUM

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

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

The parties are proposing the sale and purchase of certain property, commonly known as:

7620 E. 93rd St. N. - Valley Center, KS 67147

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

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

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

ZK me ☒

Seller has no knowledge of groundwater contamination or other environmental concerns;
or

_____ Known groundwater contamination or other environmental concerns are:

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

ZK me ☒

Seller has no reports or records pertaining to groundwater contamination or other environmental concerns; or

_____ Seller has provided the Buyer with all available records and reports pertaining to groundwater contamination or other environmental concerns (list document below):

BUYER'S ACKNOWLEDGMENT (please complete c below)

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

CERTIFICATION

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

[Signature]

1/30/24

Seller

Date

Buyer

Date

[Signature]

1/30/24

Seller

Date

Buyer

Date

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Patton Termite & Pest Control, Inc
7920 W Kellogg Dr
Ste 201
Wichita, KS 67209
316-773-3825

Invoice/Service Inspection Report Detailed Service Report #332513

Client: 123446

7620 E 93rd St N
Valley Center, KS 67147-7702

Service Location: 123446

7620 E 93rd St N
Valley Center, KS 67147-7702

Customer Signature:

Technician Signature:

Licenses/Certifications

Ben White

Time In: 6/2/2023 03:01 PM
Time Out: 6/2/2023 04:01 PM

Terms: NET 30

Order #	Service Description	Quantity
332513	Sentricon Annual Inspection	1.00

Service Comments

Tech Comment: Need to return to complete annual inspection.

Materials Summary

	EPA #	Active Ingredient	Finished Quantity	Application Method	Application Rate
Material Applied	Lot #	AI Concentration	Undiluted Quantity	Application Equipment	Sq/Cu/L Ft

Open Conditions

No Conditions
Added or Updated
this Service

Severity	Created
Responsibility	Last Inspected

Conditions Resolved This Visit

No Conditions
Added or Updated
this Service

Severity	Created
Responsibility	Last Inspected

Pest Summary

None Noted

Device Summary

	With Activity	Without Activity	Total Inspected	Device Exceptions		
				Replaced	Removed	Skipped
Inground Station	0	11	11	0	0	0
- Totals	0	11	11	0	0	0

Additional pest findings may have been observed. Please see conditions and comments for more details.

Area Inspections

Area Inspected

None Noted

Pest Findings	Time
---------------	------

Device Inspection Details

Area	Device Name	Device Type	Activity	Pest Findings	Time
------	-------------	-------------	----------	---------------	------

General/Other



Patton Termite & Pest Control, Inc
7920 W Kellogg Dr
Ste 201
Wichita, KS 67209
316-773-3825

Invoice/Service Inspection Report Detailed Service Report #332513

Device Inspection Details

Area	Device Name	Device Type	Activity	Pest Findings	Time
	2	Inground Station	None		3:16 PM
	33	Inground Station	None		3:07 PM
	34	Inground Station	None		3:06 PM
	35	Inground Station	None		3:05 PM
	36	Inground Station	None		3:08 PM
	37	Inground Station	None		3:09 PM
	38	Inground Station	None		3:11 PM
	39	Inground Station	None		3:10 PM
	40	Inground Station	None		3:12 PM
	41	Inground Station	None		3:13 PM
	42	Inground Station	None		3:14 PM

Total Devices: 11 **Skipped:** 0 **No Activity:** 11 **Activity:** 0

Material Application Details

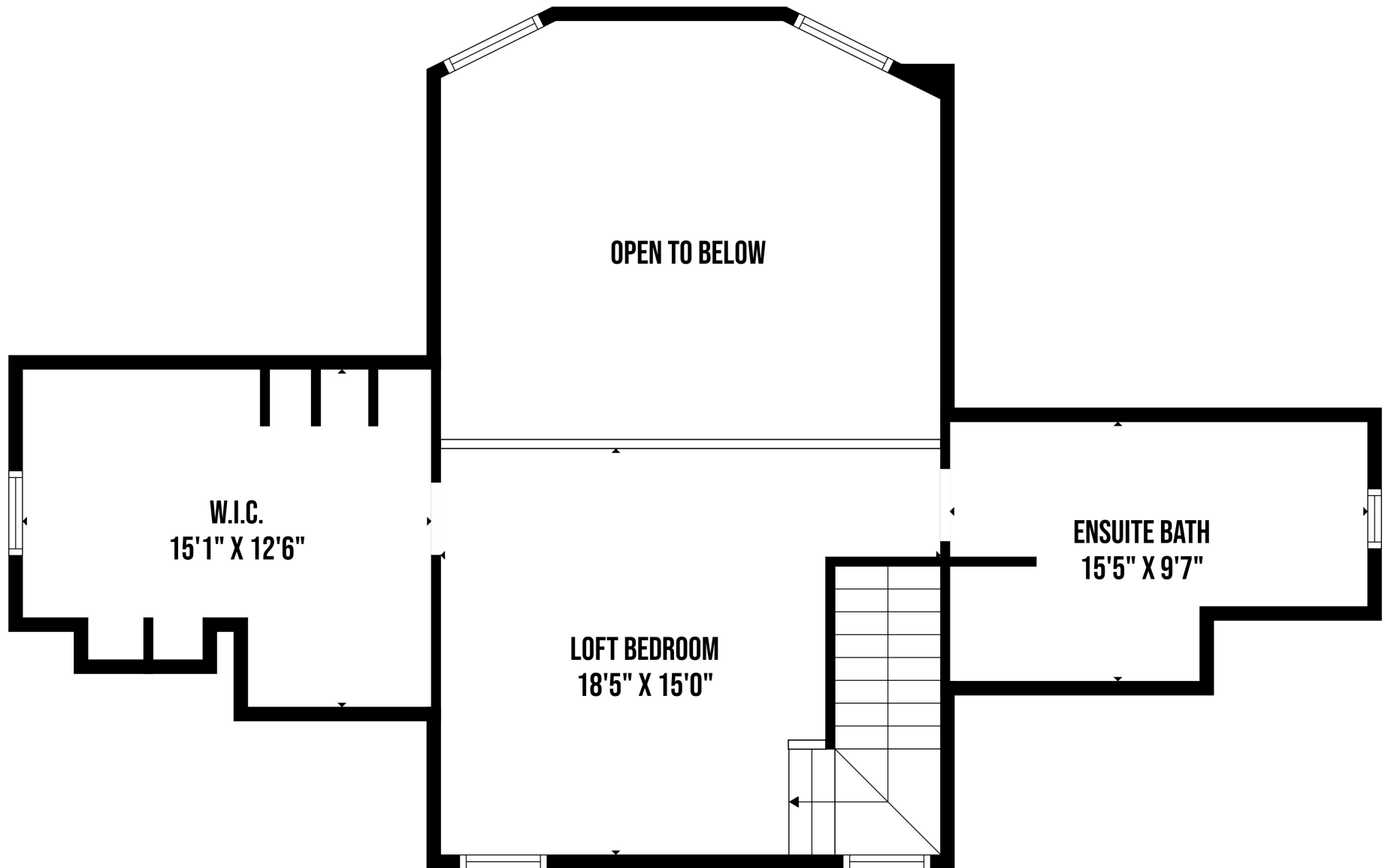
Material Applied	Active Ingredient	AI%	Application Method	Application Rate
EPA #	Lot #	AI Concentration	Application Equipment	Sq/Cu/L Ft

None Noted

N/A

N/A

Weather:



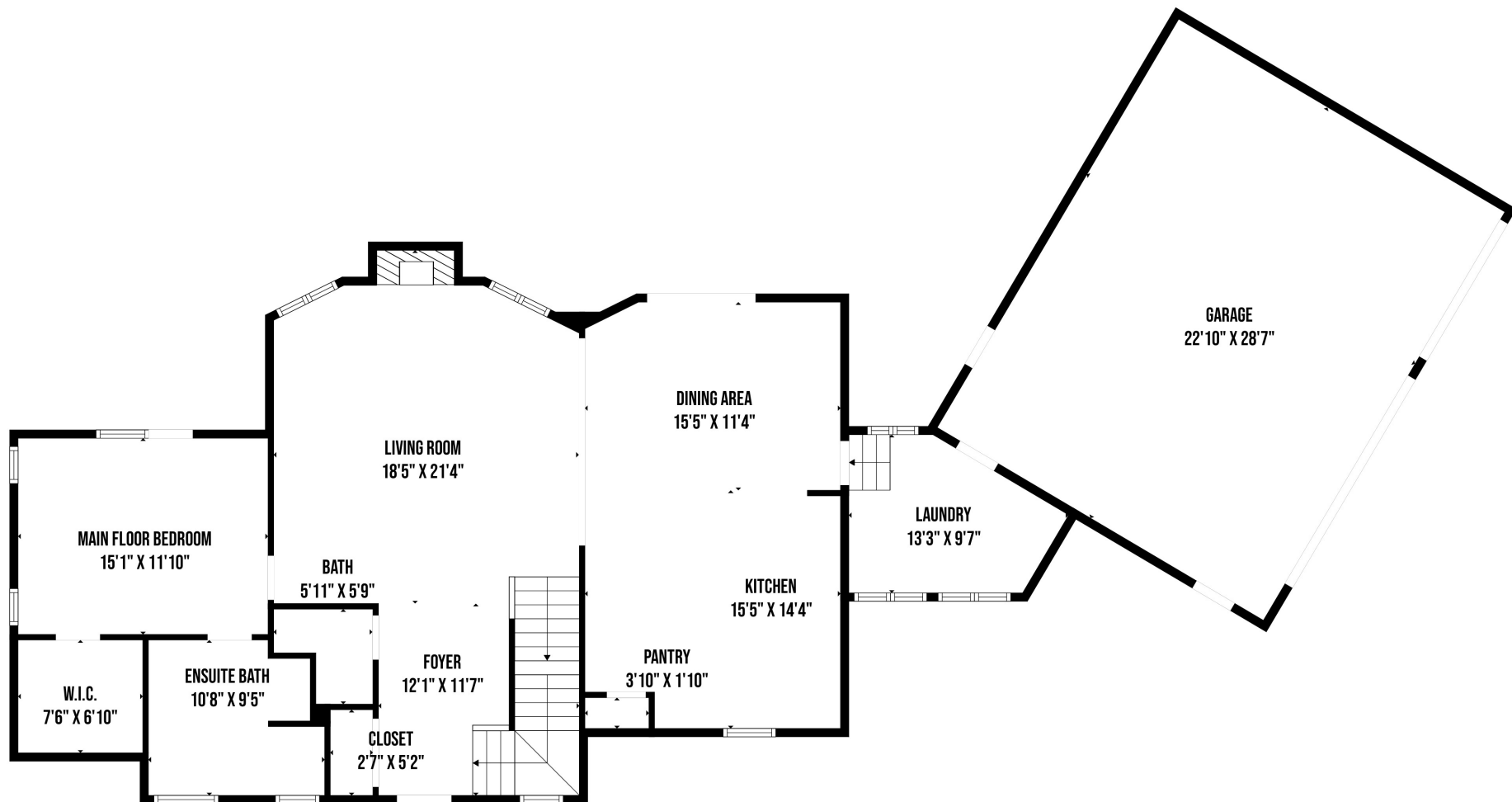
TOTAL: 2847 sq. ft

Below Ground: 883 sq. ft, FLOOR 2: 1376 sq. ft, FLOOR 3: 588 sq. ft

EXCLUDED AREAS: UTILITY ROOM: 255 sq. ft, GARAGE: 654 sq. ft, FIREPLACE: 8 sq. ft,
OPEN TO BELOW: 272 sq. ft

Measurements Are Calculated By Cubicasa Technology. Deemed Highly Reliable But Not Guaranteed.





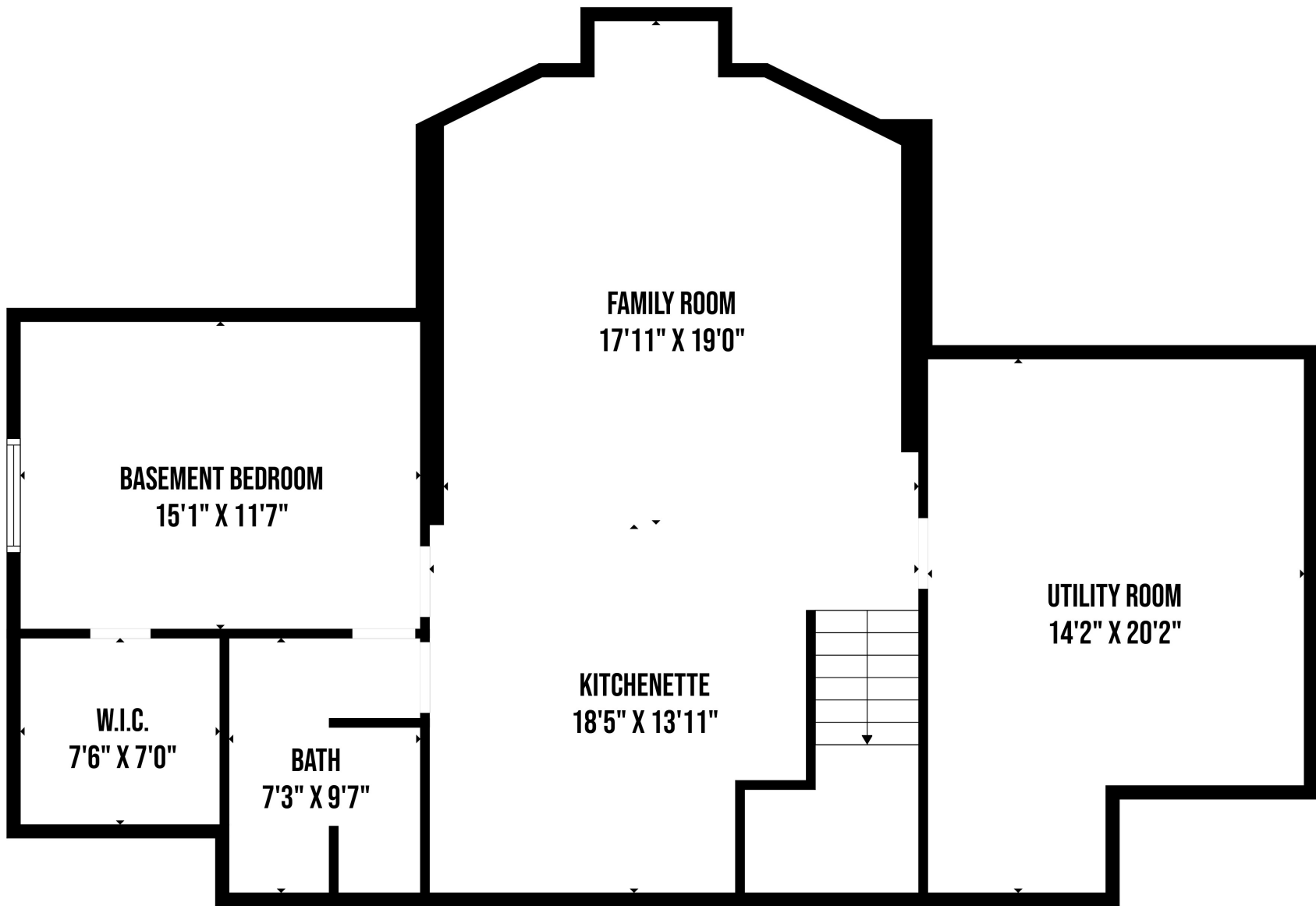
TOTAL: 2847 sq. ft

Below Ground: 883 sq. ft, FLOOR 2: 1376 sq. ft, FLOOR 3: 588 sq. ft

EXCLUDED AREAS: UTILITY ROOM: 255 sq. ft, GARAGE: 654 sq. ft, FIREPLACE: 8 sq. ft,
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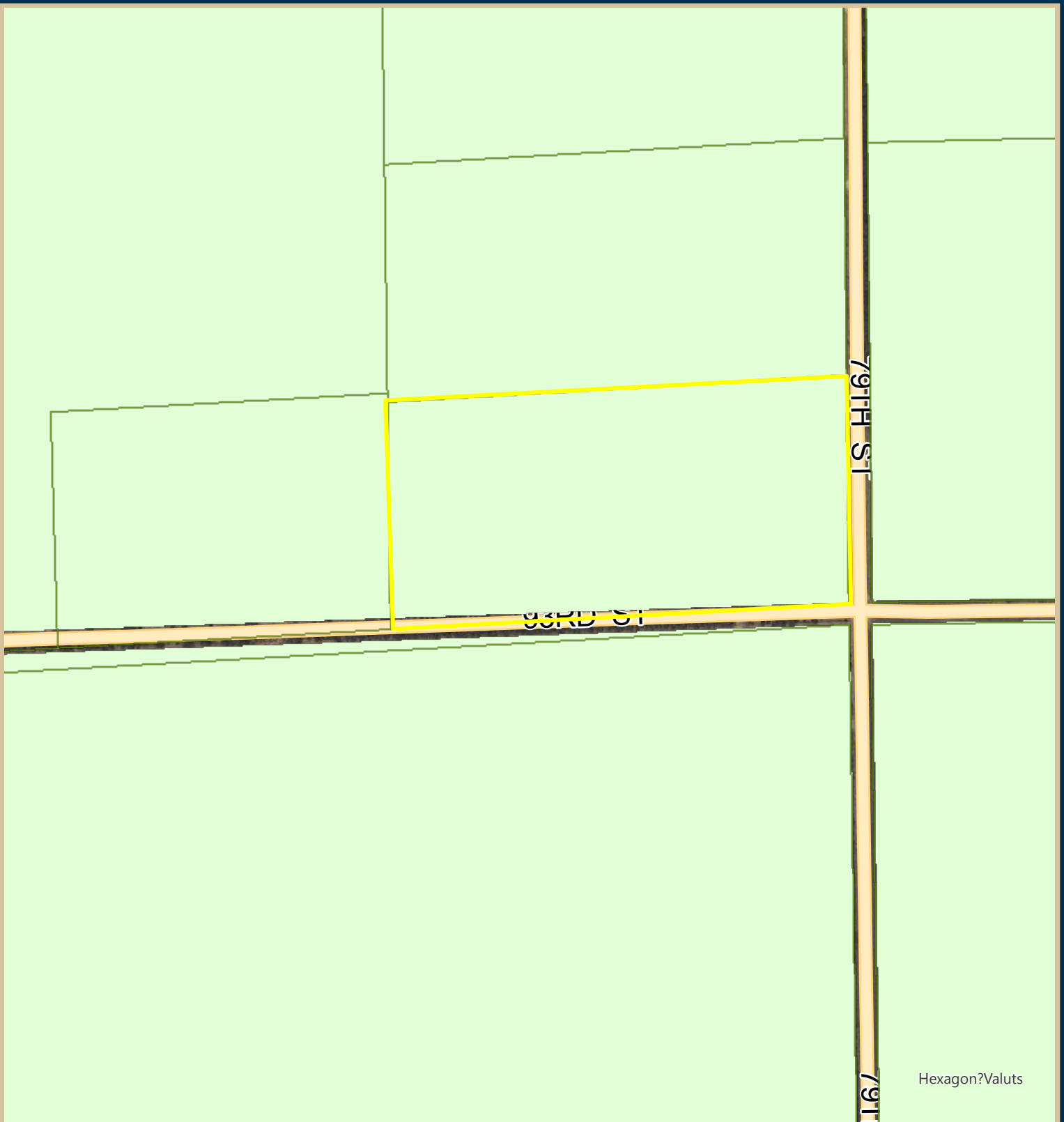


TOTAL: 2847 sq. ft

Below Ground: 883 sq. ft, FLOOR 2: 1376 sq. ft, FLOOR 3: 588 sq. ft

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Sedgwick County...
working for you

7620 E. 93rd St. N., Valley Center, KS - Zoning Rural Residential

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.

The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.

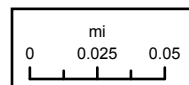
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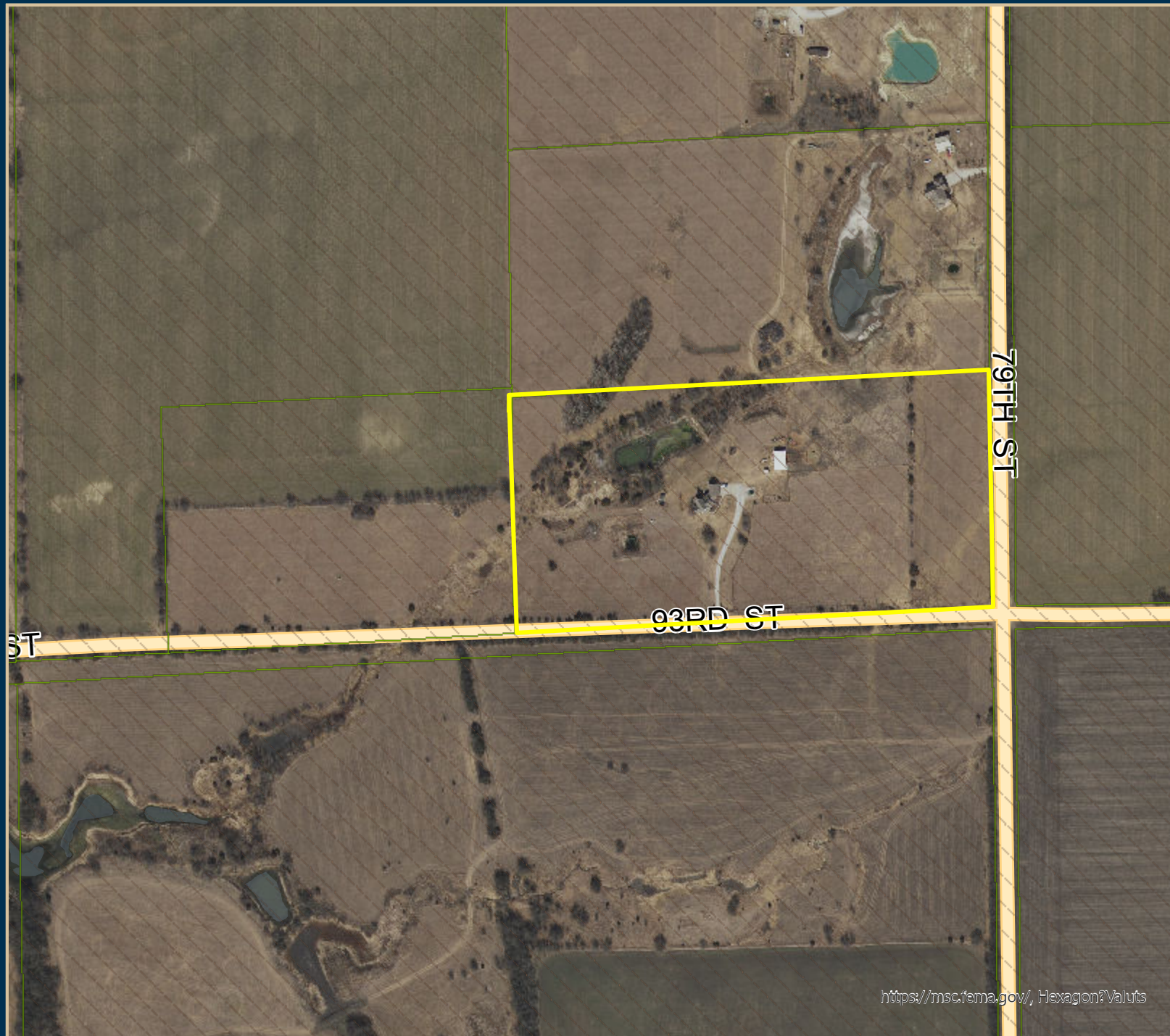
Date: 1/19/2024

Sedgwick County, Kansas



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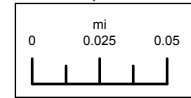
Sedgwick County, Kansas



Legend

- Flood Plain**
- (X) 0.2 Pct Annual Chance
 - 0.2 PCT Annual Chance Flood Hazard
 - A
 - AE
 - AE, FLOODWAY
 - AH
 - AO
 - X - Area of Special Consideration
 - X AREA OF SPECIAL CONSIDERATION, AREA WITH REDUCED FLOOD RISK DUE TO LEVEE
 - X
 - Area Not Included

1:4,514

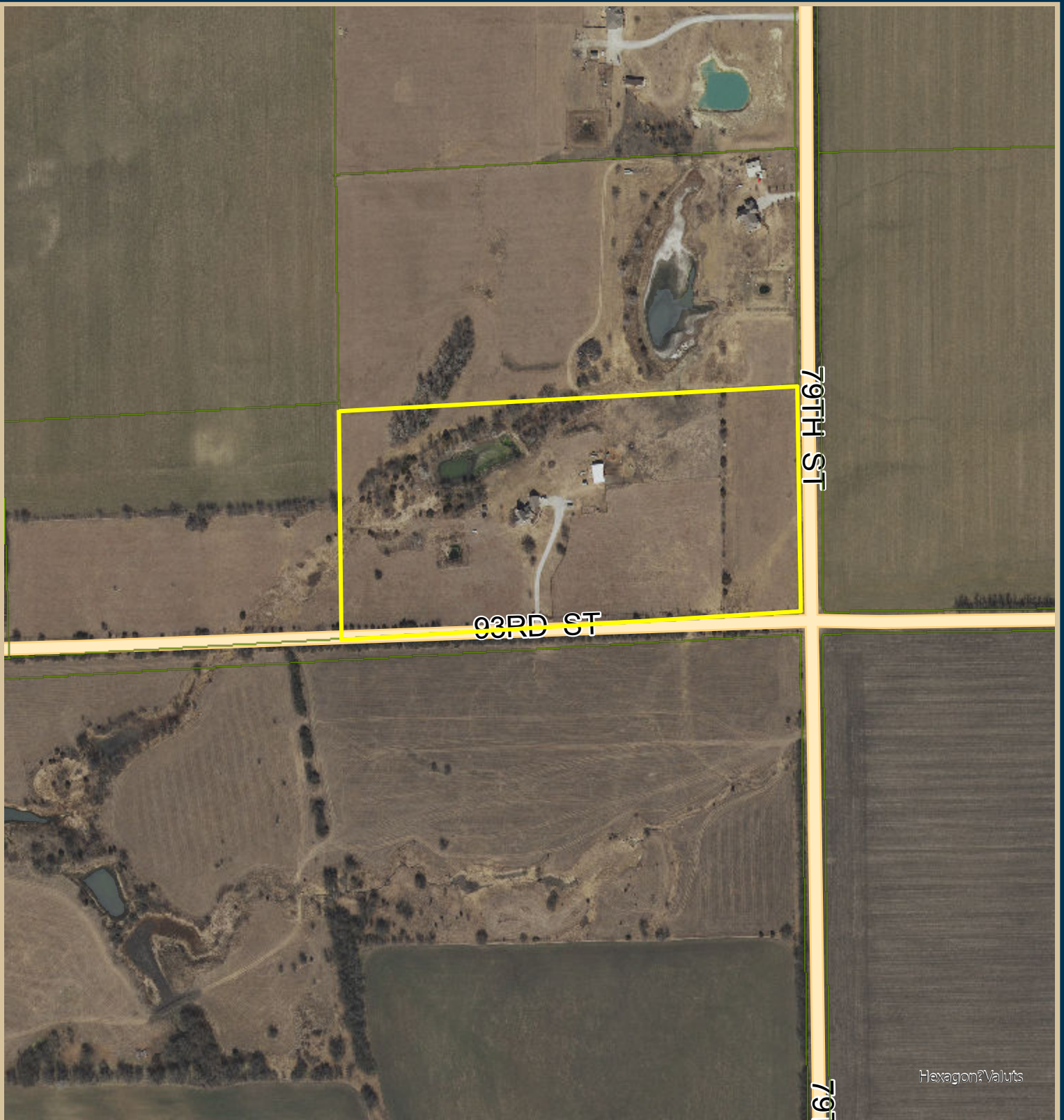


Date: 1/19/2024

<https://msc.fema.gov/>, Hexagon?Valuts

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7620 E. 93rd St. N., Valley Center, KS 67147 - Aerial

Date: 1/17/2024

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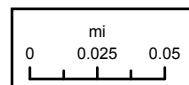
The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.

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Sedgwick County, Kansas



1:4,514



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 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.

Real Estate Brokerage Relationships

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

Types of Brokerage Relationships: A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

Seller's Agent: The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees at the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

Buyer's Agent: The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees at the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

A Transaction Broker is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

Duties and Obligations: Agents and transaction brokers have duties and obligations under K.S.A. 58-30,106, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

An Agent, either seller's agent or buyer's agent, is responsible for performing the following duties:

- promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- protecting the clients confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the client to obtain expert advice
- accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- disclosing to the other party all adverse material facts actually known by the agent

The transaction broker is responsible for performing the following duties:

- protecting the confidences of both parties
- exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- disclosing to the parties all adverse material facts actually known by the transaction broker

Agents and Transaction Brokers have no duty to:

- conduct an independent inspection of the property for the benefit of any party
- conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

General Information: Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.

Licensee

Real estate company name approved by the commission

Supervising/branch broker

Buyer/Seller Acknowledgement (not required)

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)*

