

PROPERTY INFORMATION PACKET | THE DETAILS



13000 E. 95th St. S. | Derby, KS 67037

AUCTION: BIDDING OPENS: Tues, April 9th @ 2:00 PM

BIDDING CLOSING: Thurs, April 18th @ 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 # 636926
Status Active
Contingency Reason
Area SCKMLS
Address 13000 E 95th
City Derby
Zip 67037
Asking Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms	3	Approx. AGLA	2520
Total Bedrooms	3.00	AGLA Source	Court House
AG Full Baths	2	Approx. BFA	0.00
AG Half Baths	1	BFA Source	Court House
Total Baths	3	Approx. TFLA	2,520
Garage Size	4+	Lot Size/SqFt	1,321,175
Basement	Yes - Unfinished	Number of Acres	30.33
Levels	One Story		
Approximate Age	51 - 80 Years		
Acreage	10.01 or More		

GENERAL

List Agent - Agent Name and Phone	Megan Rae Niedens - OFF: 316-683-0612	Master Bedroom Level	Main
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Master Bedroom Dimensions	11.6 x 15.2
Co-List Agent - Agent Name and Phone		Master Bedroom Flooring	Wood
Co-List Office - Office Name and Phone		Living Room Level	Main
Showing Phone	1-888-874-0581	Living Room Dimensions	12.11 x 30
Year Built	1973	Living Room Flooring	Wood
Parcel ID	236-14-0-31-00-002.00	Kitchen Level	Main
School District	Mulvane School District (USD 263)	Kitchen Dimensions	15.7 x 14.9
Elementary School	Mulvane/Munson	Kitchen Flooring	Wood
Middle School	Mulvane	Room 4 Type	Bedroom
High School	Mulvane	Room 4 Level	Main
Subdivision	NONE LISTED ON TAX RECORD	Room 4 Dimensions	12.7 x 13.11
Legal	W 30 1/2 ACRES E1/2 SW1/4 SEC 14-29-2E	Room 4 Flooring	Wood
List Date	3/12/2024	Room 5 Type	Bedroom
Display Address	Yes	Room 5 Level	Main
Sub-Agent Comm	0%	Room 5 Dimensions	10.6 x 11.6
Buyer-Broker Comm	3%	Room 5 Flooring	Wood
Transact Broker Comm	3%	Room 6 Type	Family Room
Variable Comm	Non-Variable	Room 6 Level	Main
Days On Market	14	Room 6 Dimensions	15.8 x 26.5
Input Date	3/26/2024 3:51 PM	Room 6 Flooring	Wood
Update Date	3/26/2024	Room 7 Type	Dining Room
Status Date	3/26/2024	Room 7 Level	Main
Price Date	3/26/2024	Room 7 Dimensions	13 x 11.7
		Room 7 Flooring	Wood
		Room 8 Type	Laundry
		Room 8 Level	Main
		Room 8 Dimensions	15.9 x 4.10
		Room 8 Flooring	Laminate - Other
		Room 9 Type	Family Room
		Room 9 Level	Basement
		Room 9 Dimensions	15.11 x 34.5
		Room 9 Flooring	Concrete
		Room 10 Type	Workshop
		Room 10 Level	Basement
		Room 10 Dimensions	12.10 x 6.7
		Room 10 Flooring	Concrete
		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 (Derby) E. 95th St. S. & S. 127th St. E. - East to Home.

FEATURES

ARCHITECTURE

Ranch

EXTERIOR CONSTRUCTION

Masonry-Brick

ROOF

Metal

LOT DESCRIPTION

Pond/Lake

Wooded

FRONTAGE

Paved Frontage

EXTERIOR AMENITIES

Ag Outbuilding(s)

Patio

Covered Patio

Fence-Other/See Remarks

Guttering

Security Light

Storm Door(s)

Storm Windows/Ins Glass

Outbuildings

GARAGE

Attached

Detached

Opener

Oversized

FLOOD INSURANCE

Unknown

UTILITIES

Septic

Rural Water

BASEMENT / FOUNDATION

Full

Std Bsmt Window no-egress

BASEMENT FINISH

None

COOLING

Geothermal

HEATING

Geothermal

DINING AREA

Formal

FIREPLACE

Two

Living Room

Family Room

Woodburning

Blower

Wood Stove

KITCHEN FEATURES

Island

Range Hood

Electric Hookup

APPLIANCES

Dishwasher

Disposal

Microwave

Refrigerator

Range/Oven

Washer

Dryer

MASTER BEDROOM

Master Bdrm on Main Level

Shower/Master Bedroom

AG OTHER ROOMS

Family Room-Main Level

LAUNDRY

Main Floor

220-Electric

INTERIOR AMENITIES

Ceiling Fan(s)

Closet-Walk-In

Fireplace Doors/Screens

Hardwood Floors

Window Coverings-All

Wood Laminate

POSSESSION

At Closing

PROPOSED FINANCING

Other/See Remarks

WARRANTY

No Warranty Provided

OWNERSHIP

Individual

PROPERTY CONDITION REPORT

Yes

DOCUMENTS ON FILE

Ground Water

Lead Paint

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	\$0.00
General Tax Year	2022
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, April 9th, 2024 at 2 PM (cst) | BIDDING CLOSING: Thursday, April 18, 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!!! What an amazing opportunity to purchase acreage with a home in Derby, Kansas! This property offers 30 +/- acres, near the corner of 95th and 127th off blacktop with a pond and multiple outbuildings! The sellers have done a lot of updates to the home, giving it a more modern twist. This is a must-see! Property Features: 30 +/- Acres with Home, Outbuildings, Pond & More! Located on Blacktop Privacy Gate with Electronic Opener Long Paved Driveway Front Pasture is Approximately 7 Acres with Large Pond and Covered Deck/Dock Home Sits on Approximately 5 Acres with: 50 x 30 Garage/Shop with Concrete Flooring & Two Overhead Door (Added 2010) 36 x 11 Garden Shed (Added 2017) Additional 48 x 24 Metal Farm Utility Building with Two Enclosed Garage Bays & Two Open Bays (Added 2017) Chicken Coop (Added 2017) Tree Grove & Vegetable Garden Peach, Nectarine, Apple, Apricot, Pear and Plum Walnut and Pecan Concord and Green Table Grapes Asparagus 2 Fenced Paddocks with Loafing Shed, Hay Barn, and Water Hydrant 36 x 13 Hay Barn (Added 2017) 36 x 13 Loafing Shed (Added 2017) Fully Fenced Back Pasture, Approximately 15 Acres that is Fully Fenced and Currently Brome Grass 2 Wells on Property for Irrigation Home Serviced by Rural Water District All Utilities Run Underground 12.5 KW Solar Panels with Backup Batteries (Sized for Coldest Month of February) Electric through Butler Rec - Essentially Net Zero to Owner Zoned Rural Residential Mulvane School District Home Features: 2,520 Square Feet Plus Unfinished Basement Full Brick Attached 2-Car Garage Beautiful Hickory Wood Floors Throughout Formal Living & Dining Rooms Remodeled Bright Kitchen (Approx 2018) with Island and Updated Appliances to Include: Refrigerator, Wall Oven, Cook Top, Dishwasher, and Microwave Large Main-Floor Family Room with a Wood Stove, Backyard Access, and Built-In Shelving. The Wood Stove will Heat the Entire House if Needed Laundry Room/Half Bathroom Includes the Stackable Washer & Dryer Primary Bedroom w/ Remodeled Ensuite with a Large Walk-In Shower w/Double Shower Heads, Walk-In Closet & Patio Access Two Additional Bedrooms & 2nd Full Remodeled Bathroom with a Walk-In Shower Full, Unfinished Basement with Fireplace, Additional Storage Space & Workshop Area Large Back Covered Patio Additional Features /Updates Per the Seller: All Windows Replaced in Approximately 2017 Windows Have Thermal Shades (Except for sliding door & window above the kitchen sink) Exterior Walls are all R30 and Attic is R60 Fireplace in Basement is Capped but Silicone Could be Removed to Return Functionality Geothermal Heat & Air (All Electric) Fahnstock Services Annually (Transferable Service Contract if Buyer Desires, Through 2025) Septic System was Pumped on March 6, 2024 Basement Has Reinforced Steel Beams and Epoxy Injections. (Occasional Weeping - No Significant Leaks or Accumulation of Water) Rheem Water Heater Reverse Osmosis on the Kitchen Sink Water Softener You will not want to miss out on this opportunity! *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.

AUCTION

Type of Auction Sale	Reserve	Method of Auction	Online Only
Auction Location	www.mccurdy.com	Auction Offering	Real Estate Only
Auction Date	4/9/2024	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 %/\$	35,000.00	1 - Open for Preview	
1 - Open/Preview Date		1 - Open Start Time	
1 - Open End Time			

TERMS OF SALE

Terms of Sale 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 \$35,000.

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES





DISCLAIMER

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(To be completed by Seller)

Property Address: 13000 E. 95th St S - Derby, KS 67037

Date of Purchase:

Seller:

Instructions: (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the comment lines to explain.

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

Message to the Buyer: Although Seller's Property Disclosure is designed to assist the SELLER in disclosing all known material (important) facts about the Property, there are likely facts about the Property that the SELLER does not know. Therefore, it is important that you take an active role in obtaining the information about the Property.

Instructions: (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the Seller's Property Disclosure. (5) Obtain professional inspections of the Property. (6) Investigate the surrounding area.

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

PART I

APPLIANCES					ELECTRICAL						
		TRANSFERS TO BUYER			Indicate the condition of the following items by marking only one appropriate box.			TRANSFERS TO BUYER			Indicate the condition of the following items by marking only one appropriate box.
None	Does Not Transfer	Working	Not Working	Don't Know		None	Does Not Transfer	Working	Not Working	Don't Know	
☐	☒	☒	☐	☐	Disposal	☐	☐	☒	☐	☐	Smoke/Fire Detectors
☐	☐	☒	☐	☐	Dishwasher	☐	☐	☒	☐	☐	Light Fixtures
☐	☐	☒	☐	☐	Oven	☐	☐	☒	☐	☐	Switches/Outlets
☐	☐	☒	☐	☐	Range (Circle One) Gas <u>Electric</u>	☐	☐	☒	☐	☐	Ceiling Fan(s)
☐	☐	☒	☐	☐	Microwave	☒	☐	☒	☐	☐	Bathroom Vent Fan(s)
					Built in (Circle One) YES <u>NO</u>	☒	☐	☐	☐	☐	Telephone Wiring/Blocks/Jacks
☐	☐	☒	☐	☐	Range Hood	☐	☐	☒	☐	☐	Door Bell
					Vented Outside (Circle One) YES <u>NO</u>	☒	☐	☐	☐	☐	Intercom
☐	☐	☒	☐	☐	Kitchen Refrigerator	☐	☐	☒	☐	☐	Garage Door Opener
☐	☐	☒	☐	☐	Clothes Washer	# of Remotes: <u>2</u>					Keypad Entry: (Circle One) YES <u>NO</u>
☐	☐	☒	☐	☐	Clothes Dryer	☒	☐	☐	☐	☐	Aluminum Wiring
☒	☐	☐	☐	☐	Trash Compactor	☐	☐	☒	☐	☐	Copper Wiring
☒	☐	☐	☐	☐	Central Vacuum	☐	☐	☒	☐	☐	220 Volt
☒	☐	☐	☐	☐	Exterior Attached Gas Grill	<u>200</u>					Service Panel Total Amps
☐	☐	☐	☐	☐	Other: _____	☐	☐	☒	☐	☐	Solar Equipment - (Circle One) <u>Own</u> Rent/Lease
☐	☐	☐	☐	☐	Other: _____						Company
☐	☐	☐	☐	☐	Other: _____	☒	☐	☐	☐	☐	Wind - (Circle One) Own Rent/Lease
☐	☐	☐	☐	☐	Other: _____	☒	☐	☐	☐	☐	Hydroelectric - (Circle One) Own Rent/Lease
☐	☐	☐	☐	☐	Other: _____	☒	☐	☐	☐	☐	Security System - (Circle One) Own Rent/Lease
Comments:											Company
						☒	☐	☐	☐	☐	Audio/Video Surveillance System

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WATER/SEWAGE SYSTEMS (See Part II Also)

TRANSFERS TO BUYER

None
Does Not Transfer
Working
Not Working
Don't Know

Indicate the condition of the following items by marking only one appropriate box.

☐ ☐ ☒ ☐ ☐ Sewage Systems
☐ ☐ ☒ ☐ ☐ Sump Pump
☒ ☐ ☐ ☐ ☐ Backup Sump Pump/Battery
☐ ☐ ☒ ☐ ☐ Plumbing
☒ ☐ ☐ ☐ ☐ Type
☐ ☐ ☒ ☐ ☐ Water Heater (Circle One) Elect Gas
☒ ☐ ☐ ☐ ☐ Size & Age
☒ ☐ ☐ ☐ ☐ Instant Hot Water
☐ ☐ ☒ ☐ ☐ Water Softener
(Circle One) Own Rent/Lease
Company
☐ ☐ ☒ ☐ ☐ Water Purifier/Reverse Osmosis
☒ ☐ ☐ ☐ ☐ Underground Sprinkler System
☐ ☐ ☐ ☐ ☐ Backflow Device (Circle One) YES NO
☐ ☐ ☐ ☐ ☐ Date Last Tested or Inspected
☒ ☐ ☐ ☐ ☐ Pool Equipment
☒ ☐ ☐ ☐ ☐ Hot Tub/Spa

Comments:

MEDIA

TRANSFERS TO BUYER

None
Does Not Transfer
Working
Not Working
Don't Know

Indicate the condition of the following items by marking only one appropriate box.

☒ ☐ ☐ ☐ ☐ Satellite Dish
☐ ☐ ☐ ☐ ☐ # of Rcvrs/Remotes
☐ ☐ ☒ ☐ ☐ Attached Antennae
☒ ☐ ☐ ☐ ☐ Cable TV Wiring/Jacks
☒ ☐ ☐ ☐ ☐ Attached Television Mount(s)
☒ ☐ ☐ ☐ ☐ Projector(s)
☒ ☐ ☐ ☐ ☐ Projector Screen(s)
☒ ☐ ☐ ☐ ☐ Surround Sound Speakers
☒ ☐ ☐ ☐ ☐ Wired for Surround Sound

Comments:

HEATING & COOLING SYSTEMS

TRANSFERS TO BUYER

None
Does Not Transfer
Working
Not Working
Don't Know

Indicate the condition of the following items by marking only one appropriate box.

☐ ☐ ☒ ☐ ☐ Cooling System
☒ ☐ ☐ ☐ ☐ Type
☒ ☐ ☐ ☐ ☐ Age
☐ ☐ ☒ ☐ ☐ Heating System
☒ ☐ ☐ ☐ ☐ Type
☒ ☐ ☐ ☐ ☐ Age
☒ ☐ ☐ ☐ ☐ Window/Wall Air Conditioning Units
☒ ☐ ☐ ☐ ☐ Electronic Air Filter
☐ ☐ ☒ ☐ ☐ Humidifier
☐ ☐ ☒ ☐ ☐ Fireplace
☐ ☐ ☐ ☐ ☐ Fireplace Insert
☐ ☐ ☒ ☐ ☐ Wood burning Stove
☒ ☐ ☐ ☐ ☐ Chimney/Flue - Date Last Cleaned 9/2023
☒ ☐ ☐ ☐ ☐ Gas Log Lighter
☒ ☐ ☐ ☐ ☐ Whole House Attic Fan
☐ ☐ ☒ ☐ ☐ Solar Equipment - (Circle One) Own Rent/Lease
Company
☐ ☐ ☒ ☐ ☐ Geothermal
☒ ☐ ☐ ☐ ☐ Propane Tank - (Circle One) Own Rent/Lease
Company

Comments:

Any Additional Comments For Part I:

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.

SECTION 1

STRUCTURAL FOUNDATION/WALLS

YES	NO	DON'T KNOW	
☐	☒	☐	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? <u>4-11-2007</u> Copy Attached? (Mark One): ☒ YES ☐ NO If YES, Date of Report: _____
			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? <u>basement</u>
☐	☒	☐	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

YES	NO	DON'T KNOW	
☐	☒	☐	Age: <u>8 yrs</u> Type: <u>metal</u>
☐	☒	☐	To your knowledge, are there any roof leaks? (Mark One) ☐ PAST ☐ PRESENT
☒	☐	☐	During your ownership, has the roof ever been <u>REPLACED?</u> ☐ REPAIRED? (Mark One) If YES, Date: <u>2016?</u> (Identify details below.) (If YES, explain below and attach copy.)
☐	☐	☒	Are there any transferable warranties? Date: _____ (If YES, explain below.)
☐	☒	☐	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

YES	NO	DON'T KNOW	
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? (If YES, explain below.)
☐	☒	☐	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.

SECTION 4

WATER/SEWAGE SYSTEMS

YES	NO	DON'T KNOW	
☐	☒	☐	Is the property connected to City Water?
☒	☐	☐	Is the property connected to Rural Water? If YES, Transfer Fee: _____ District: <u>RWD #3</u>
☐	☐	☐	Is the property connected to any private water systems? (Mark all that apply.)
☐	☐	☐	☐ Drinking Well ☒ Irrigation Well ☐ Geo-Thermal Well
☒	☐	☐	Working? Type: _____ Location: <u>S. side + E. side</u> 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: <u>3-6-2024</u>
			Tank Size: <u>don't know</u> Location: <u>east side</u>
			# feet laterals: <u>2</u> # Feet infiltrators: <u>?</u> 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? <u>replaced w/ PVC, 2015</u>
☐	☒	☐	To your knowledge, is there any problem relating to the waste disposal system?

Additional Comments:

SECTION 5

WATER INTRUSION/LEAKS

To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)

YES	NO	DON'T KNOW	
☐	☒	☐	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>North basement near under stairs</u>
☒	☐	☐	Drain Tiles (If YES, mark all that apply.) <u>don't know</u> ☐ INTERIOR ☐ EXTERIOR

Additional Comments:

SECTION 6

PEST, WOOD INFESTATION & DRY ROT

YES	NO	DON'T KNOW	
☐	☒	☐	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: _____ Warranty Expiration Date: _____
☐	☒	☐	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:

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Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

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Attach all relevant documentation for further explanation, including any and all repair reports.

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YES	NO	DON'T KNOW
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SECTION 7

ENVIRONMENTAL CONDITIONS

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?

Is there any fencing on the boundaries of the property?

Does fencing belong to the property? If YES, which sides? all sides

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:			

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:

3-13-21

SELLER'S ACKNOWLEDGEMENT

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

Seller is occupant: ☐ YES ☒ NO

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.

SELLER: _____

Date

SELLER: _____

Date

BUYER'S ACKNOWLEDGEMENT AND AGREEMENT

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

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

3. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes after April 14, 1994, to register with the sheriff of the county in which they reside. I have been advised that if I desire information regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI) at <http://www.kansas.gov/kbi/> or by contacting the local sheriff's office.

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

BUYER: _____

Date

BUYER: _____

Date

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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) Mew 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>[Signature]</u> Seller	<u>3/12/24</u> Date	<u>[Signature]</u> Seller	<u>3/12/24</u> Date
<u>[Signature]</u> Purchaser	<u>3/12/24</u> Date	<u>[Signature]</u> Purchaser	<u>3/12/24</u> Date
<u>[Signature]</u> Agent	<u>3/12/24</u> Date	<u>[Signature]</u> Agent	<u>3/12/24</u> Date



WATER WELL INSPECTION REQUIREMENTS

Property Address: 13000 E. 95th St. S., Derby, KS 67037

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 X(2) NO

If yes, what type? Irrigation X Drinking Other

Location of Well: South of Home to East of Home

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

If yes, what type? Septic X Lagoon

Location of Lagoon/Septic Access: Tank & Field East of Home

[Signature]
Owner/Seller

3/12/24
Date

Sheila Allison
Owner/Seller

3/12/24
Date

Buyer

Date

Buyer

Date

GROUNDWATER / ENVIRONMENTAL ADDENDUM

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

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

5 The parties are proposing the sale and purchase of certain property, commonly known as:
6 13000 E. 95th St. S., Derby, KS 67037

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

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

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

10 oja SA X Seller has no knowledge of groundwater contamination or other environmental concerns;
11 or
12 _____ Known groundwater contamination or other environmental concerns are:
13
14

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

16 oja SA X Seller has no reports or records pertaining to groundwater contamination or other
17 environmental concerns; or
18 _____ Seller has provided the Buyer with all available records and reports pertaining to
19 groundwater contamination or other environmental concerns (list document below):
20
21

22 **BUYER'S ACKNOWLEDGMENT (please complete c below)**

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

24 **CERTIFICATION**

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

28 oja SA 3/12/24
29 Seller Date
30 Shonda Allison 3/12/24
31 Seller Date

Buyer Date

Buyer Date

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AVERAGE MONTHLY UTILITIES

MISCELLANEOUS INFORMATION

Property Address: **13000 E. 95th St. S. - Derby, KS 67037** (the "Real Estate")

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

	Utility Provider Company	12 Month Avg
Electric:	Butler Rural Electric COOP / Solar Panels	Minimal
Water & Sewer:	Rural Water District #3 (Mulvane), Septic System & 2 Irrigation Wells	\$45 +/- Month
Gas Propane:	NONE - All Electric	NA
If propane, is tank owned or leased? Owned Leased		
If leased, please provide company name and monthly lease amount:		
NA		

Appliances that Transfer:	Refrigerator?	X	Yes	No	Washer?	X	Yes	No
	Dishwasher?	X	Yes	No	Dryer?	X	Yes	No
	Stove/Oven?	X	Yes	No	Other?			
	Microwave?	X	Yes	No				

Homeowners Association: Yes No X

Dues Amount: Yearly Monthly Quarterly

Initiation Fee:

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

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

HARTWELL - STRUCTURAL ENGINEERING
6572 EAST CENTRAL, SUITE 201
WICHITA, KANSAS 67206

April 11, 2007

13000 E. 95th Street S.
Derby, KS 67037

Dear

On April 10, 2007 I met with you at the above addressed house for the purpose of evaluating the structural condition of this approximately 33-year old house foundation. This is a one-story house that has a basement under the entire house area and all of the foundation walls, including the double-car attached garage, are poured in-place concrete.

After observing the foundation walls from both the exterior and interior I find the following. You were thinking approximately ten years ago that the east and south basement walls were braced with the steel verticals. In any event, these verticals are properly placed and do appear to be holding the east wall from any further significant inward movement, however, the four steel verticals on the south basement wall are yielding to the pressure that is distributed into the wood 2"x12" floor joists. This movement can be arrested with proper blocking at the top of the steel verticals in accordance with the attached sketch. You will note that there are vertically placed 2"x12"s in between at least three joist spans inward from the top of the steel braces. At this time, they have a flat brace and it is splitting and moving the floor joists and is yielding to the pressure. This can be very inexpensively blocked and leave the split joists as they are or the existing blocking removed and the split in the joist can very likely be pushed backwards into its original position and then reblock the joist in accordance with the sketch. Then, on the west basement wall both north and south of the inset portion of the basement should be braced with top-of-wall braces in accordance with the attached sketch. This could be either the 2"x4" diagonals or the steel angles, either of which will adequately brace the walls. But, if you were to finish either of these areas of basement rooms then you may want to use the steel angle that is cut up into the bottom of the joists. The north basement wall has no movement and no bracing is necessary.

As long as the grades outside of the foundation walls all have positive drainage in accordance with the statement below, then I think you will find that the amount of moisture, if any, getting into the basement will be greatly reduced and very likely controlled. I did not find any active water coming through any of the old cracks that had leaked at one time.

In my opinion, this house foundation is in good structural condition and with the additions and modifications as outlined above, I think you will find that it should arrest any further inward movement of the basement walls.

HARTWELL-STRUCTURAL ENGINEERING

Structural Engineering Service
Wichita, Kansas 67206

(316) 683-6644

FAX (316) 683-4101

6572 East Central, Suite 201

CLIENT _____

ADDRESS _____

PHONE _____

PROJECT _____

LOCATION

13,000 E 95th S.

Derby, Ks 67037

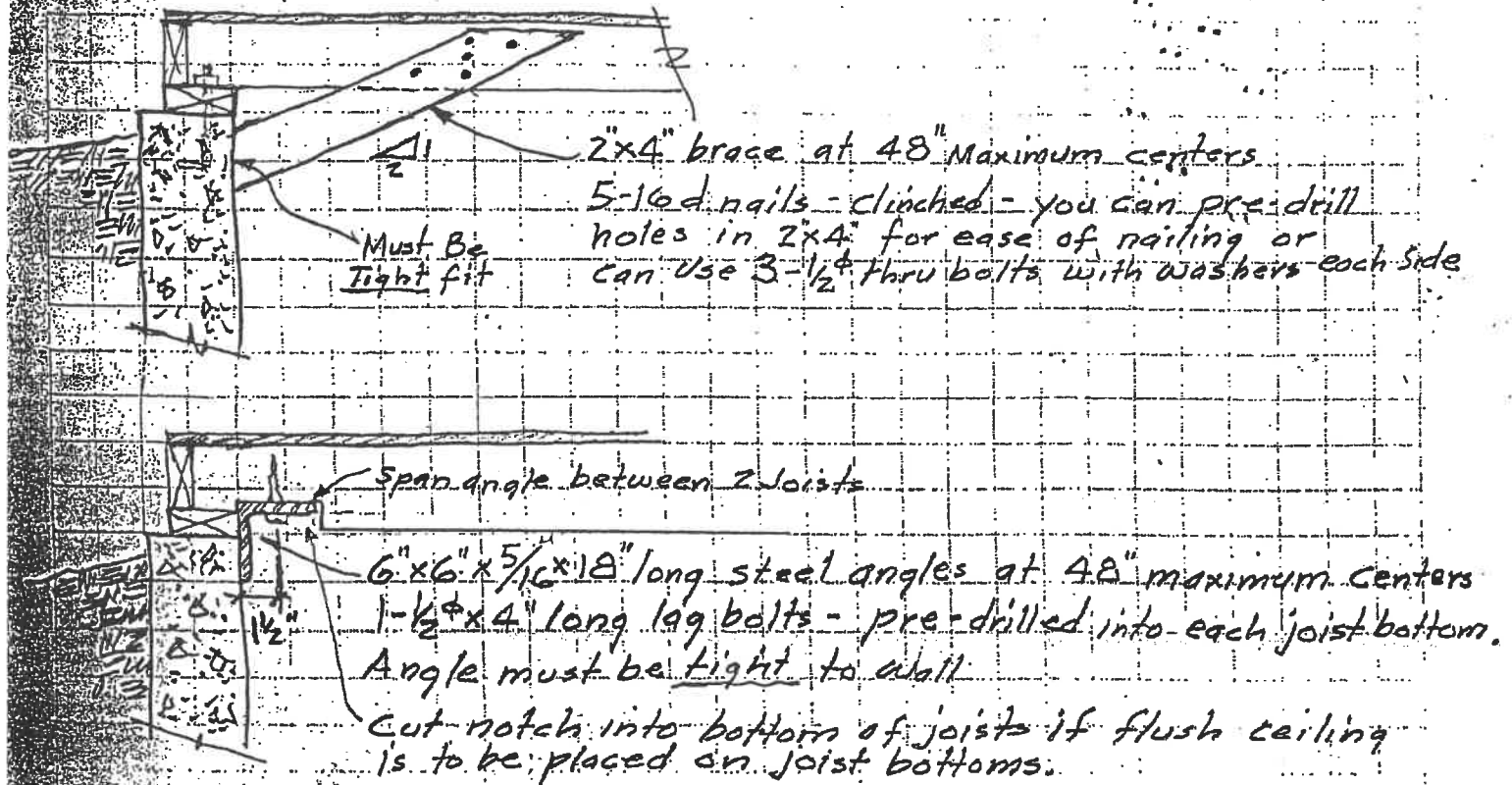
PHONE _____

DATE

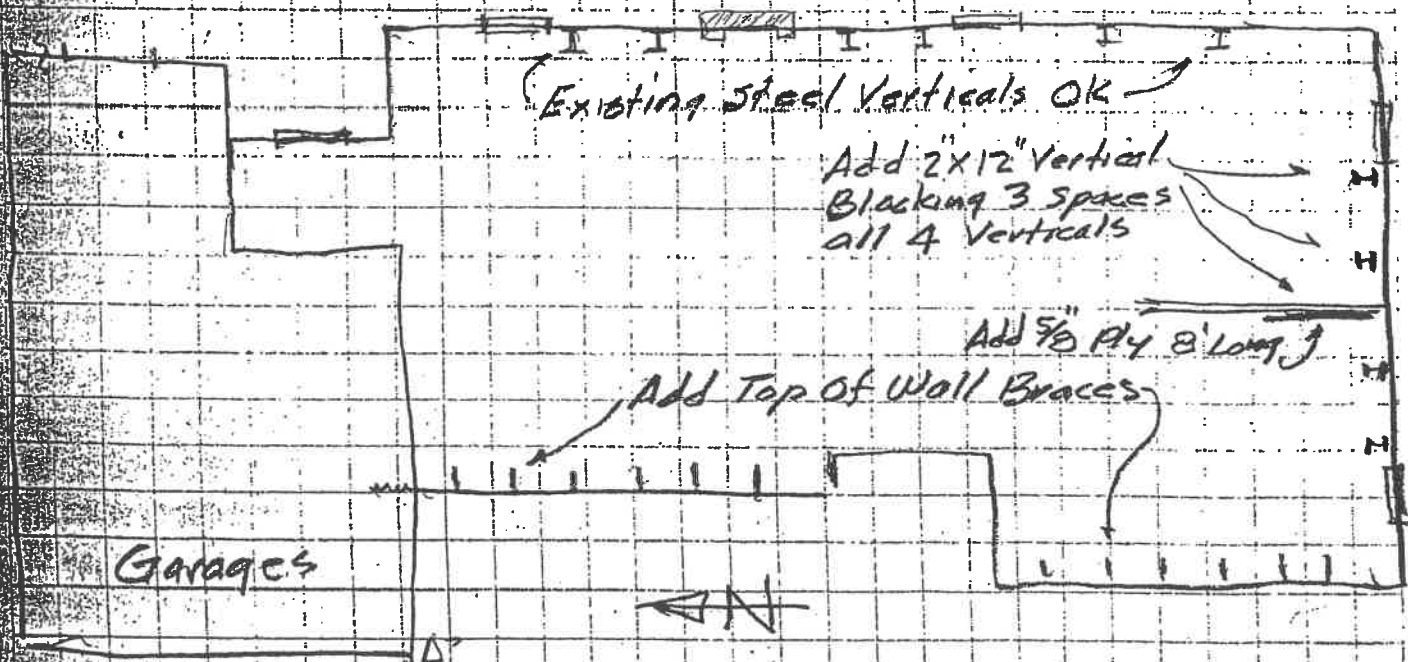
4/10/07

PG. 1

OF 3



TOP OF WALL BRACE OPTIONS



HARTWELL-STRUCTURAL ENGINEERING

Structural Engineering Service
Wichita, Kansas 67206

572 East Central, Suite 201

(316) 683-6644

FAX (316) 683-4101

CLIENT _____

ADDRESS _____

PROJECT _____

LOCATION _____

DATE _____

PHONE _____

PHONE _____

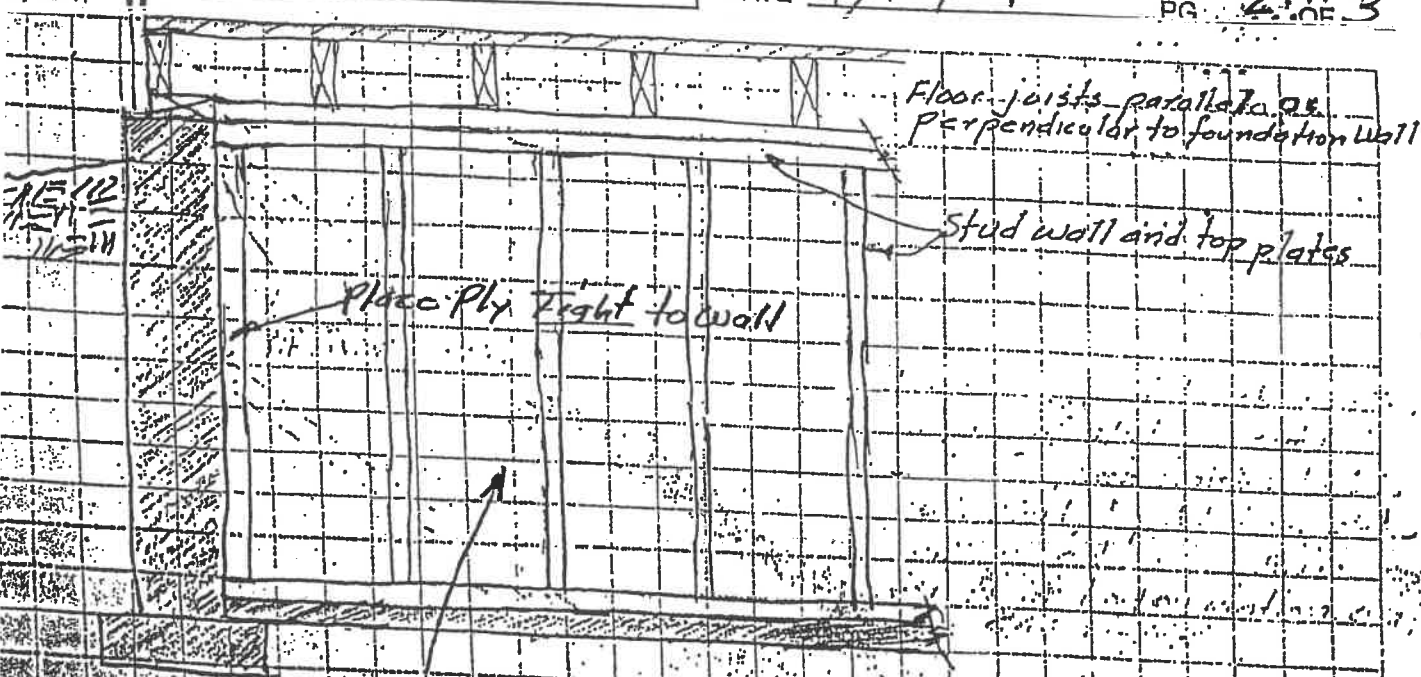
PG. _____

13,600 E. 95th St.

Derby, KS

4/10/07

2 OF 3



Add Minimum 5/8" plywood to one side
of stud wall & 8" nails @ 8" max. Centers
Full height of wall & 8'-0" long (if possible.)

STUD WALL BRACE

HARTWELL-STRUCTURAL ENGINEERING

Structural Engineering Service
Wichita, Kansas 67206

(316) 683-6644

FAX (316) 683-4101

6572 East Central, Suite 201

CLIENT _____

ADDRESS _____

PHONE _____

PROJECT _____

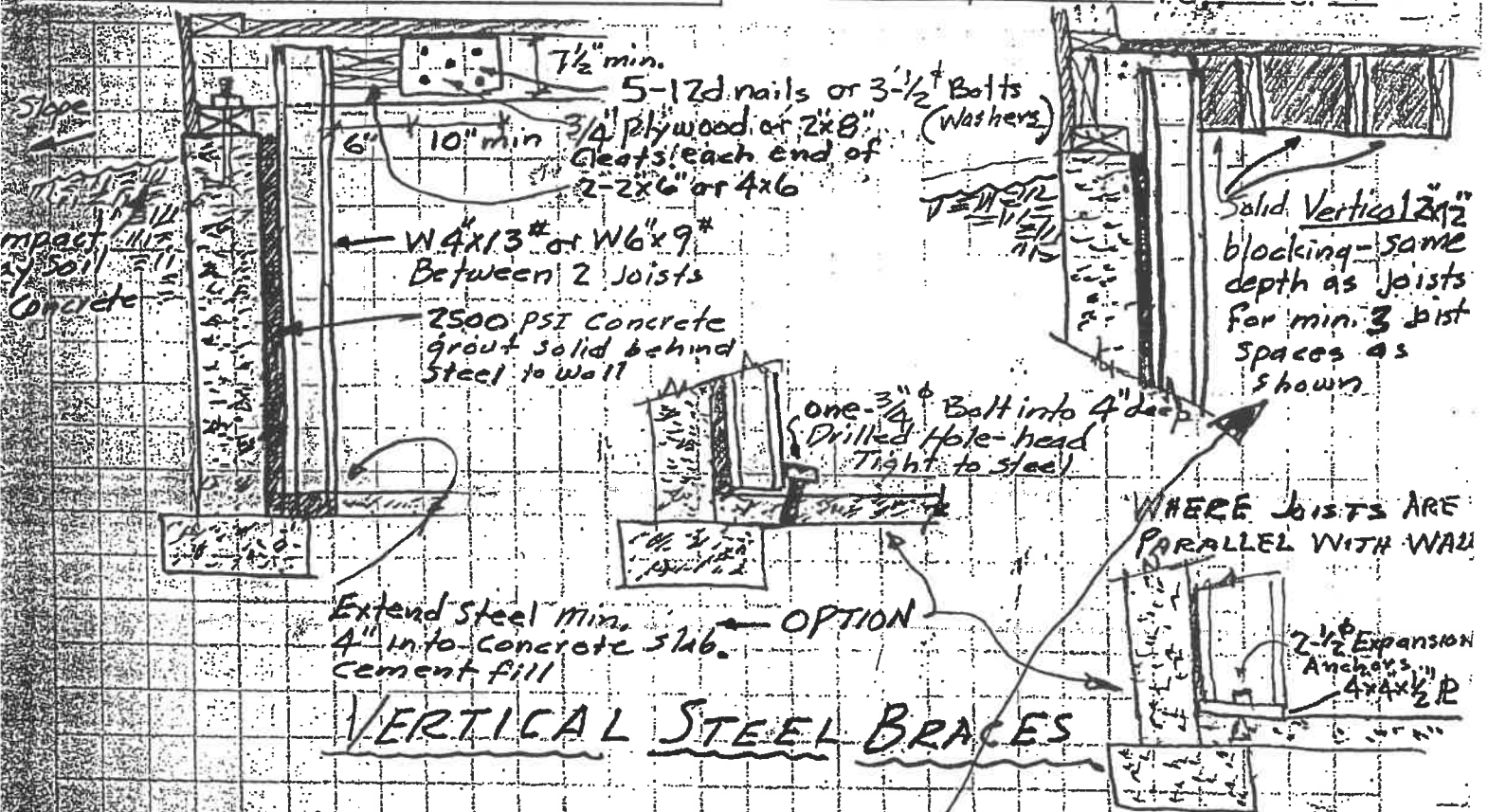
LOCATION .. 13,000 E 95th S.

Derby, Ks

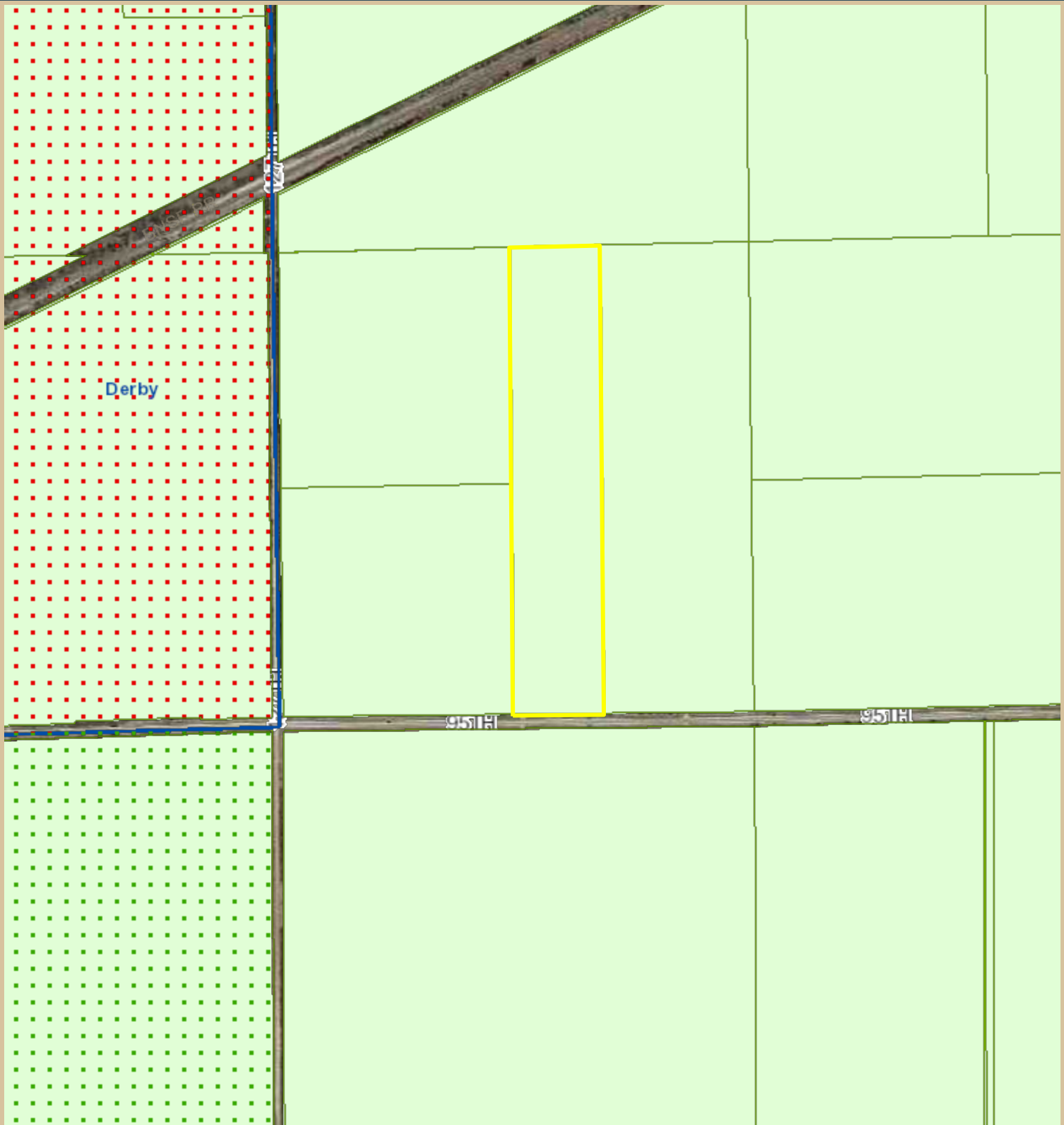
PHONE _____

DATE 4/10/07

PC 13 of 3



Needs
2x12 Vertical Blocking





Geographic Information Services
Sedgwick County...
working for you

13000 E. 95th St. S., Derby, KS 67037 - Zoning: Rural Residential

Date: 3/11/2024

Sedgwick County, Kansas

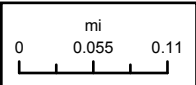
It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.

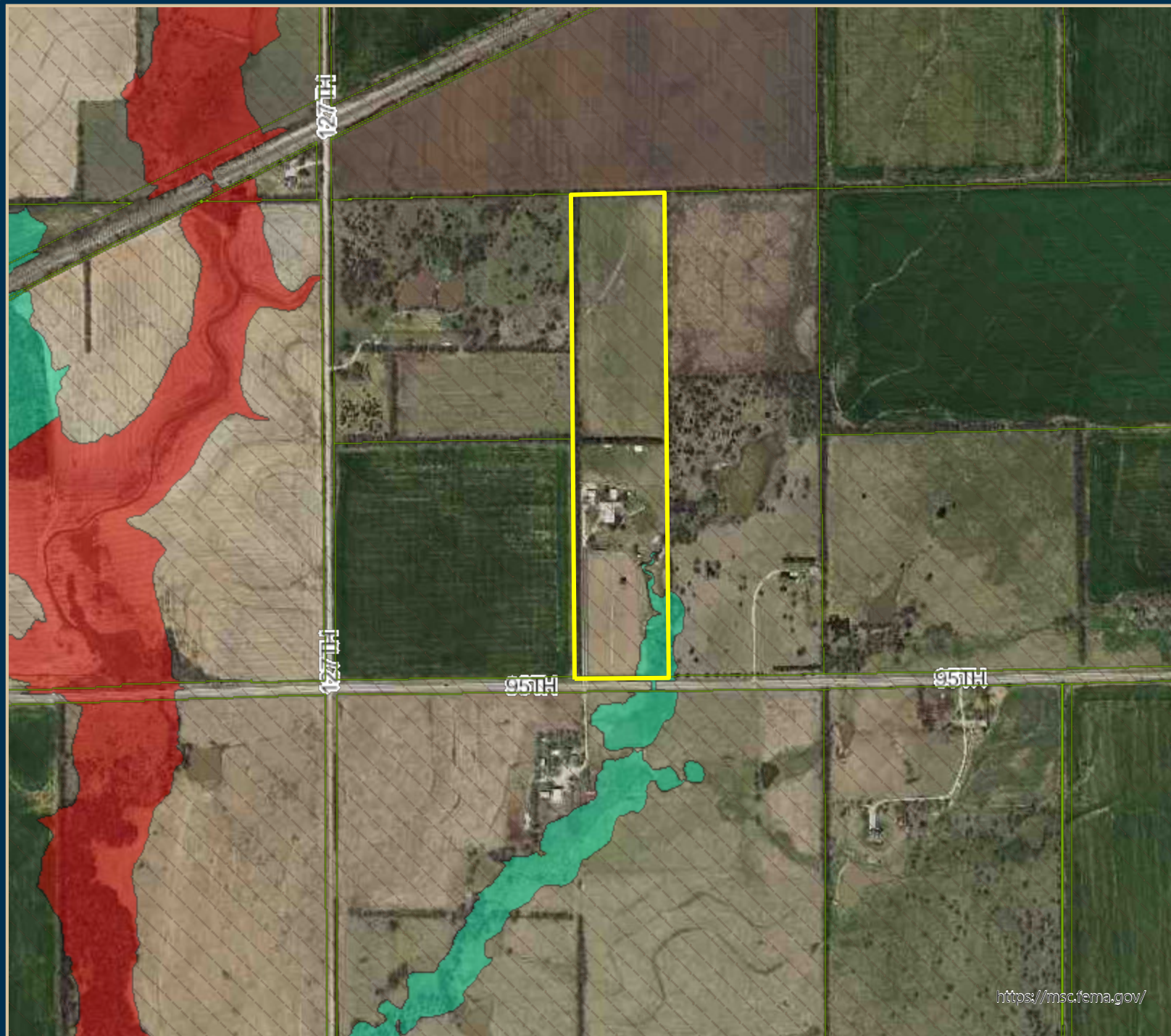
The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.

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1:9,028





Sedgwick County, Kansas



Legend

Flood Plain

(X) 0.2 Pct Annual Chance

0.2 PCT Annual Chance Flood Hazard

A
A

AE
AE,

AE, FLOODWAY

AE, FLOODWAY

AH
AH

AO
AO

X - Area of Special Consideration

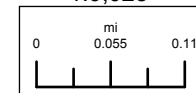
X AREA OF SPECIAL CONSIDERATION, AREA WITH REDUCED FLOOD RISK DUE TO LEVEE

X
X,

Area Not Included



1:9,028



Date: 3/11/2024

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.

<https://msc.fema.gov/>

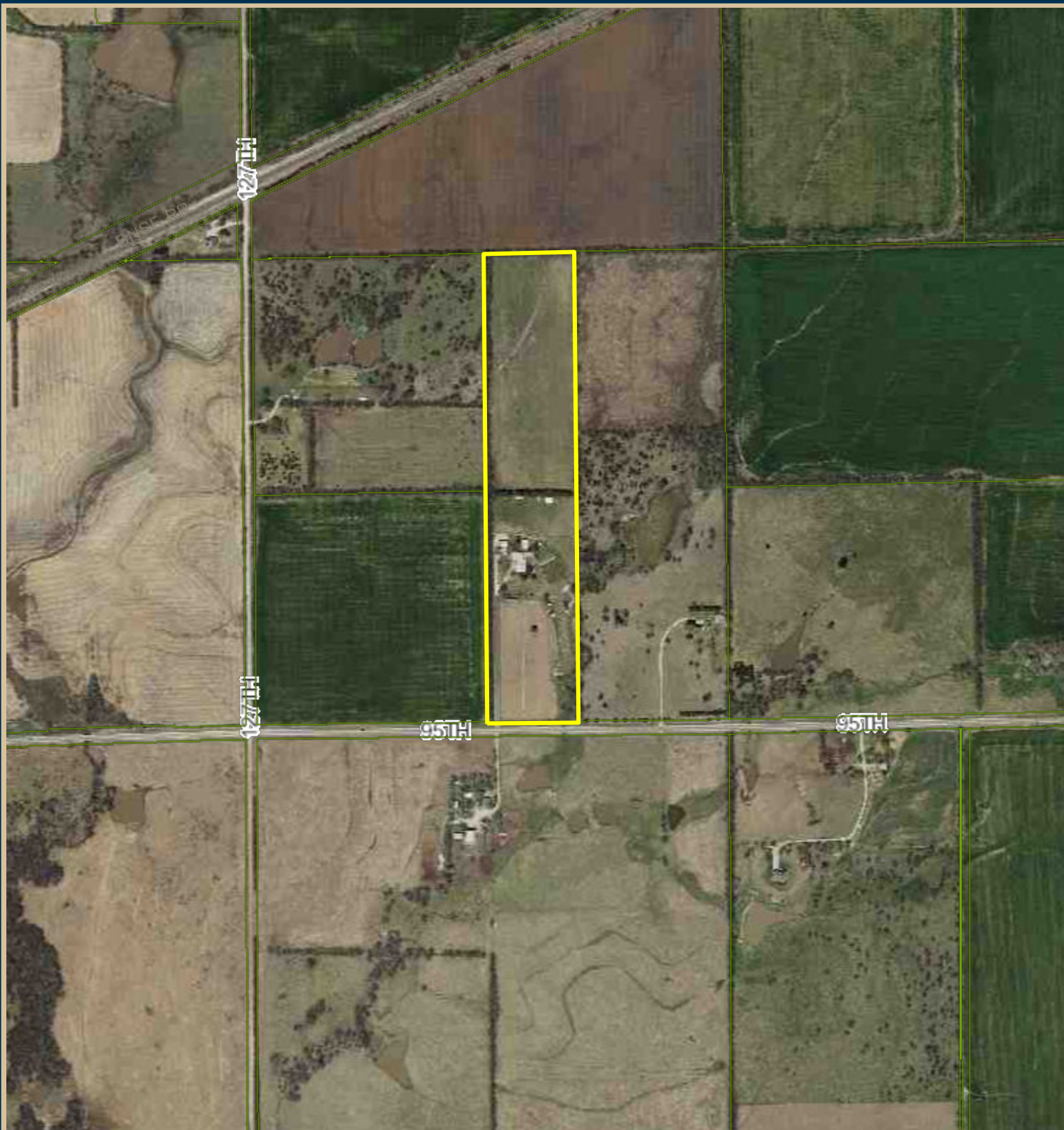


Geographic Information Services

Sedgwick County...
working for you

13000 E. 95th St. S., Derby, KS 67037 - Flood Map

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Geographic Information Services
Sedgwick County...
working for you

13000 E. 95th St. S., Derby, KS 67037 - Aerial

Date: 3/11/2024

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.

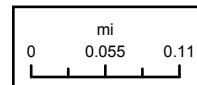
The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.

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Sedgwick County, Kansas



1:9,028



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)*

