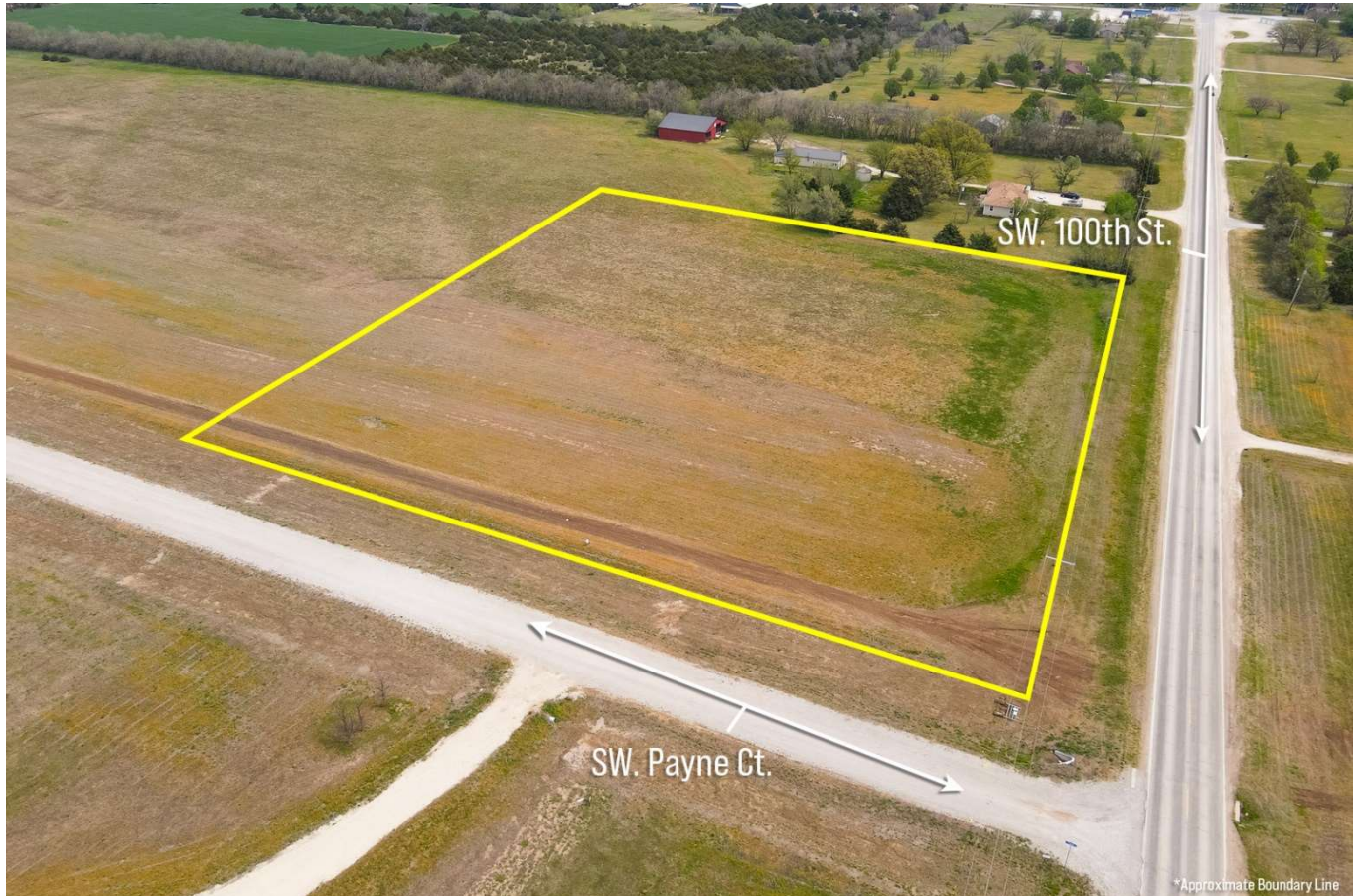


PROPERTY INFORMATION PACKET | THE DETAILS



Lot 12 on SW Payne Ct. | Augusta, KS 67010

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

BIDDING CLOSING: Thurs, May 16th @ 2:10 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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GUIDE TO AUCTION COSTS

The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or McCurdy was obtained from a variety of sources and seller and McCurdy have not made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. 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 (\$2,500.00 minimum) added to the final bid.

ALL FIELDS CUSTOMIZABLE



MLS # 638112
Class Land
Property Type Vacant Lot
County Butler
Area SCKMLS
Address Lot 8 SW Payne Ct.
Address 2
City Augusta
State KS
Zip 67010
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 3



GENERAL

List Agent - Agent Name and Phone	Andrew Jones - CELL: 316-323-2790	List Date	4/10/2024
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Realtor.com Y/N	Yes
Co-List Agent - Agent Name and Phone		Display on Public Websites	Yes
Co-List Office - Office Name and Phone		Display Address	Yes
Showing Phone	888-874-0581	VOW: Allow AVM	Yes
Zoning Usage	Single Family	VOW: Allow 3rd Party Comm	Yes
Parcel ID	285-21-0-00-02-021-00-0	Sub-Agent Comm	0%
Number of Acres	5.80	Buyer-Broker Comm	3%
Price Per Acre	0.00	Transact Broker Comm	3%
Lot Size/SqFt	252,648	Variable Comm	Non-Variable
School District	Bluestem School District (USD 205)	Virtual Tour Y/N	
Elementary School	Bluestem	Days On Market	12
Middle School	Bluestem	Cumulative DOM	12
High School	Bluestem	Cumulative DOMLS	
Subdivision	Little Walnut Estates	Input Date	4/22/2024 10:47 AM
Legal	LITTLE WALNUT ESTATES, S21, T27, R05E, BLOCK A, LOT 8, ACRES 5.8	Update Date	4/22/2024
		Status Date	4/22/2024
		HotSheet Date	4/22/2024
		Price Date	4/22/2024

DIRECTIONS

Directions US 400 & SW Haverhill Rd. - North on SW Haverhill Rd., West on SW 100th St., North on SW Payne Ct.

FEATURES

SHAPE / LOCATION Irregular	IMPROVEMENTS None	SALE OPTIONS Other/See Remarks	AGENT TYPE Sellers Agent
TOPOGRAPHIC Rolling	OUTBUILDINGS Hay Barn	PROPOSED FINANCING Other/See Remarks	OWNERSHIP Individual
PRESENT USAGE None/Vacant	MISCELLANEOUS FEATURES None	POSSESSION At Closing	TYPE OF LISTING Excl Right w/o Reserve
ROAD FRONTAGE Gravel	DOCUMENTS ON FILE Other/See Remarks	SHOWING INSTRUCTIONS Call Showing #	BUILDER OPTIONS Open Builder
UTILITIES AVAILABLE Public Water	FLOOD INSURANCE Unknown	LOCKBOX None	

FINANCIAL

Assumable Y/N	No
General Taxes	\$63.58
General Tax Year	2023
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Security 1st Title

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, May 9th, 2024 at 2 PM (cst) | BIDDING CLOSING: Thursday, May 16th, 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!!! This is your opportunity to purchase a vacant residential lot in the new development of Little Walnut Estates! Conveniently located near US 400 & SW Haverhill Rd , Lot 8 of Little Walnut Estates is situated at the end of the cul-de-sac and features a pond, some wooded areas, and level pasture. With 5.8 acres, this is a great parcel you don't want to miss!!! 5.8+/- Acres Bluestem School District Pond Some Trees and East Tree-Line Level End of Cul-de-Sac Hay Barn Be sure to check out Lot 12, also selling! Per seller, trench electrical line is scheduled to go in June 2024. The specials are \$20,000 per lot. They can be paid annually or monthly. They need to be paid in full in 120 months from purchase date. The monthly payment comes out to \$166.67 a month. The first 60 months there will be no interest. Starting on month 61, there will be a 5% interest charge monthly of the remaining balance until paid in full. The specials cover the improvements, the construction of the road, rural water and electrical access. The property is offered subject to the rules, regulations, and restrictions of the Little Walnut Estates (the "Association"). Design plans need to be approved. There is no time frame to build. The culvert and driveway are the responsibility of the lot owner. Each lot owner will have access to rural water and electricity. Every is offering an allowance of \$17,400+/- . The rural water line will run parallel with Payne Ct., located on the east side of the road. All lots located on the west side of Payne Ct. will have to bore under the road to tap into the water line. Lot 4 already has electricity to it. *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 \$[.

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview
Method of Auction	Online Only	1 - Open/Preview Date
Auction Location	mccurdy.com	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	5/9/2024	2 - Open for Preview
Auction Start Time	2pm	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	05/15/2024 @ 5pm	2 - Open End Time
Buyer Premium Y/N	Yes	3 - Open for Preview
Premium Amount	0.10	3 - Open/Preview Date
Earnest Money Y/N	Yes	3 - Open Start Time
Earnest Amount %/\$	7,500.00	3 - Open End Time

TERMS OF SALE

Terms of Sale See terms and conditions

PERSONAL PROPERTY

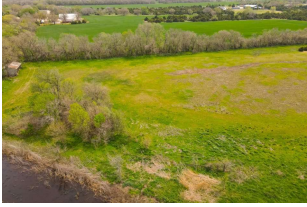
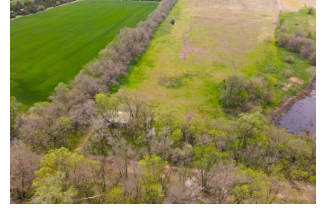
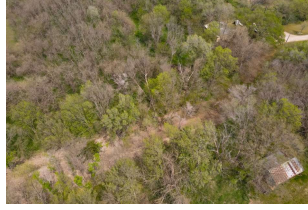
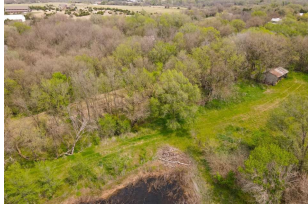
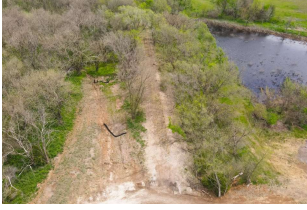
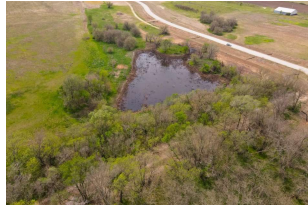
Personal Property

SOLD

How Sold	Selling Agent - Agent Name and Phone
Sale Price	Co-Selling Agent - Agent Name and Phone
Net Sold Price	Selling Office - Office Name and Phone
Pending Date	Co-Selling Office - Office Name and Phone
Closing Date	Appraiser Name
Short Sale Y/N	Non-Mbr Appr Name
Seller Paid Loan Asst.	
Previously Listed Y/N	
Includes Lot Y/N	
Sold at Auction Y/N	

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.



WATER WELL INSPECTION REQUIREMENTS

Property Address: Lot 8 On SW Payne Ct. - Augusta, KS 67010

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 ☒

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

Location of Well: _____

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

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

Authentisign
 04/09/2024
 Owner/Seller _____ Date _____

Authentisign
 04/10/2024
 Owner/Seller _____ Date _____

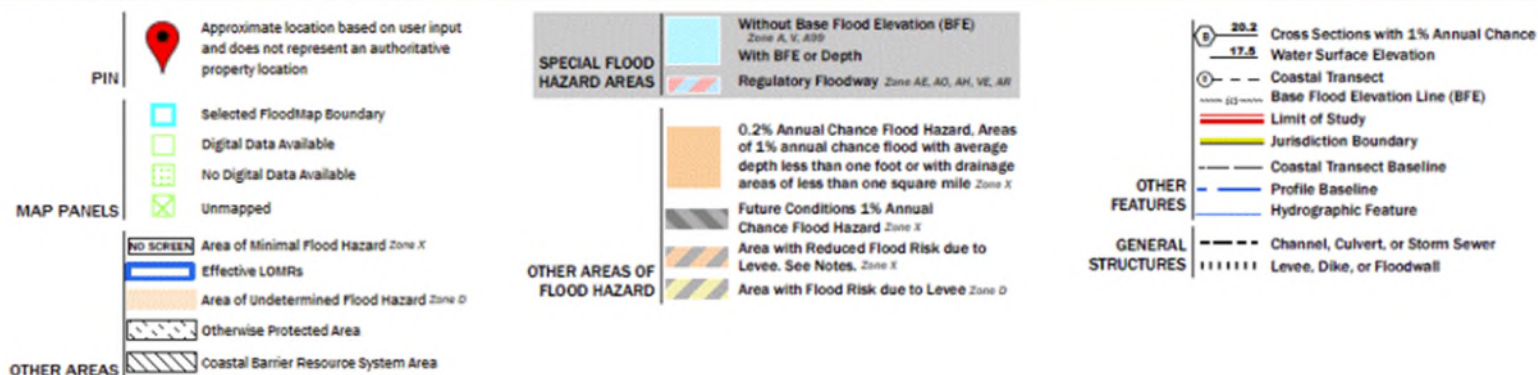
 Buyer _____ Date _____

 Buyer _____ Date _____

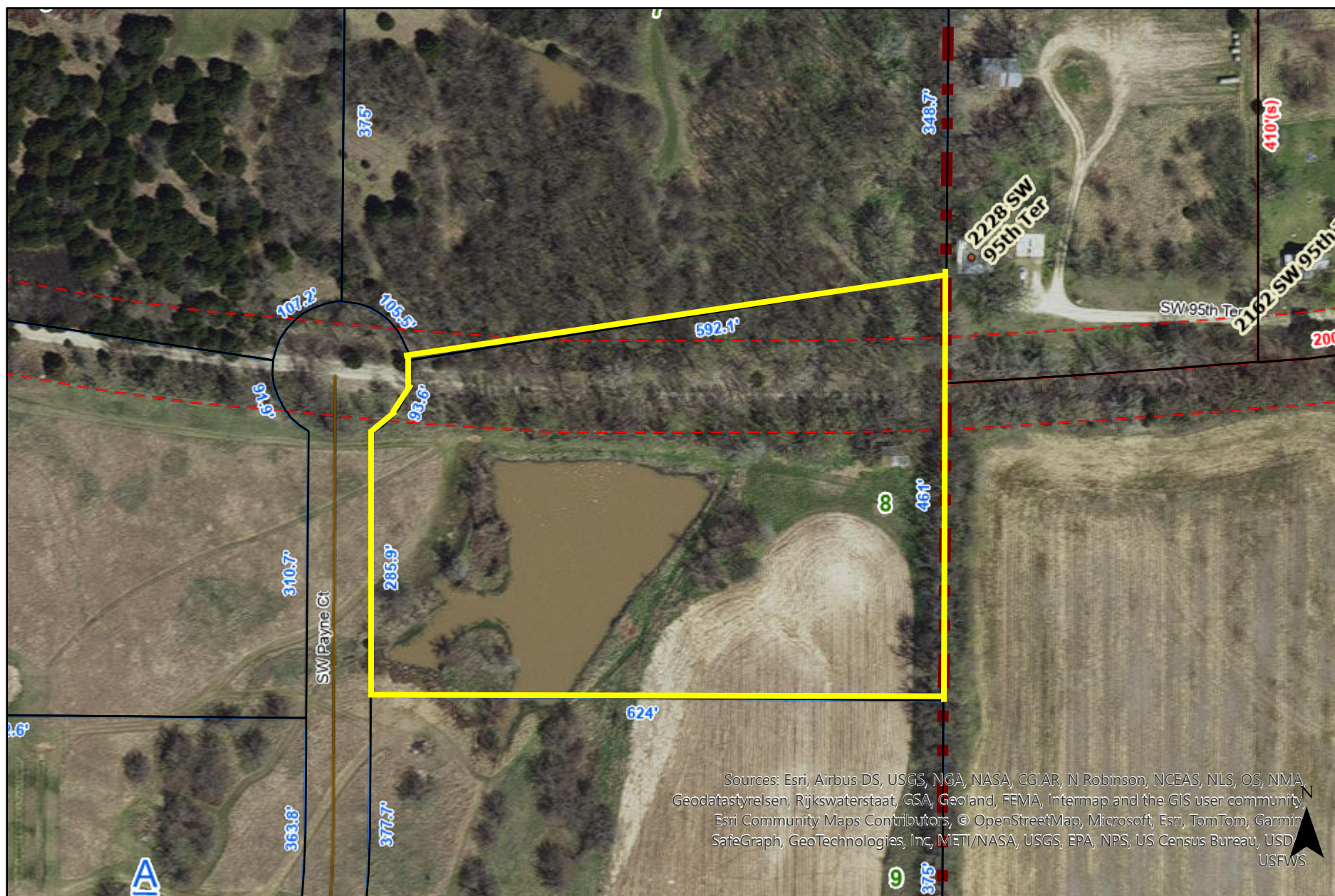


This map is intended for informational purposes only. It should not be used in lieu of a survey to determine property boundaries.

Lot 8 on SW Payne Ct., Augusta, KS 67010 - Flood Map



Lot 8 on SW Payne Ct., Augusta, KS 67010 - Aerial



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

RTN: Adams Jones Law Firm, PA
ENV: 1635 N Waterfront Parkway STE 200
Wichita, KS 67206-6623

by: *Jacquie Roberts*

Date Recorded: 6/5/2023 1:55:46 PM



**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICIONS
AND EASEMENTS OF LITTLE WALNUT ESTATES**

This First Amendment Declaration of Easements, Covenants, Conditions and Restrictions of Little Walnut Estates (this "**First Amendment**") is made effective May 30, 2023.

Background

A. Little Walnut Venture, LLC ("**Declarant**") recorded that certain Declaration of Easements, Covenants, Conditions and Restrictions of Little Walnut Estates, dated December 16, 2022, and recorded with the Butler County Register of Deeds on January 26, 2023 at Book 2023, Page 593 (the "**Declaration**") encumbering the following real estate: Block A, Lots 1-12, Little Walnut Estates, a Portion of the West Half of the Southeast Quarter of Section 21, Township 27 South, Range 5 East to Butler County, Kansas.

B. Declarant has decided to amend the Declaration, as set forth below.

Amendments

1. Section 3.2 is hereby revoked and replaced with the following:

3.2 Antennas. Other than one satellite dish per Residence, no external television or radio antenna shall hereafter be erected on or about any Lot except with the written approval of the DRC.

2. Section 3.3 is hereby revoked and replaced with the following:

3.3 Vehicle Parking. Motor homes, travel trailers, boats, boat trailers, equipment, machinery, trucks and automobile vehicles shall be parked only in driveways or garages and shall not be parked on any private street. No junk vehicles shall be stored upon any Lot at any time. For purposes of this Declaration, a "junk vehicle" means any vehicle which has been mechanically inoperable for a period in excess of fourteen (14) days. The Association may remove, or cause to be removed, any unauthorized vehicle or other item prohibited at the expense of the Lot Owner in any manner consistent with law.

3. Section 3.4 is hereby revoked and replaced with the following:

3.4 Repairs of Vehicles on Property. Any outside repair, rebuilding, or maintenance of any vehicle shall be completed within a timely manner. This restriction shall include, but is not limited to, automobiles, trucks, campers, trailers, and boats.

REC
COMP
NUM

4. Section 3.5 is hereby revoked and replaced with the following:

3.5 Storage. Storage of any kind shall be kept within the residence or appurtenant garage, and any such storage shall be maintained in a manner as not to be exposed to public view.

5. Section 3.7 is hereby revoked and replaced with the following:

3.7 Garbage. Garbage and trash shall be kept, maintained within designated trash containers. At no time is garbage or trash to be kept, maintained, or contained in any Lot so as to be visible from any portion of the Property or public streets outside of trash containers. No incinerator shall be kept or maintained on any Lot. No refuse pile, garbage, or unsightly objects shall be allowed to be placed, accumulated, or suffered to remain anywhere on a Lot. Trash shall be placed in such designated locations and containers as may be established from time to time by the DRC. Trash may not be burned. Lot Owners and occupants shall utilize one single trash service contractor designated from time to time by the DRC.

6. Section 3.9 is hereby revoked and replaced with the following:

3.9 Animals. No birds, reptiles, animals, fowl or insects shall be kept or maintained on any Lot except for domestic purposes. Under no circumstances shall any commercial or agricultural business enterprise involving the use of animals be conducted on any Lot nor large animals or livestock of any kind shall be kept or maintained upon, or within any dwelling or outbuilding or appurtenant structure without the express written consent of the Association. No pets shall be kept in or upon a Lot tied to a rope or chain, nor shall any dog be allowed to run free within the community. All outside pets shall have adequate shelter and warmth. No Lot Owner shall keep more than three (3) dogs, more than two (2) cats, or more than twenty (20) chickens on any Lot without the express written consent of the Association. Dogs shall be confined at all times to the Residence or inside a fence or invisible electric fence and must be kept on a leash when outside the Residence with the owner. No Lot Owner shall keep more than two (2) horses or ponies on any Lot without the express written consent of the Association. Horses or ponies shall be confined at all times within a fence. Lot Owners shall be responsible for the prompt clean up after their pets and for preventing pets from being a noise nuisance for the other Lot Owners or occupants.

7. Section 3.11 is hereby revoked and replaced with the following:

3.11 Lights. No spotlights, flood lights, or other lighting, shall be placed or utilized upon any Lot in a manner which unreasonably interferes with the enjoyment of nearby occupants.

8. Section 3.12 is hereby revoked and replaced with the following:

3.12 Fences. Installation of barbed wire as fencing or for any purpose is prohibited. All fencing material shall be new material, and all fences shall be constructed in a workmanlike manner with proper corner and interior post supports sufficient to prevent sagging or loss of alignment of the fence line. All animal pens constructed or fencing materials shall comply with these provisions and shall be located either to the side or rear of the dwelling, and in no event shall be located in front of the front face of the dwelling.

9. Section 3.13 is hereby revoked and replaced with the following:

3.13 Residence Exterior. No loud speaker, horn, whistle, siren, or other sound device shall be located, installed or maintained upon the exterior of any Residence or in any yard, except for voice intercoms, devices used exclusively for security purposes and outdoor entrainment sound systems. No overly large statues or other lawn art that is untasteful shall be permitted on any Lot without prior written consent of the DRC.

10. Section 3.16 is hereby revoked and replaced with the following:

3.16 Building Materials. Outside storage of building materials is prohibited except for new building material which is necessary for the construction of any dwelling or other improvement, the same which may be stored for a period not exceeding thirty (30) days prior to the beginning of construction nor more than thirty (30) days after the completion of construction. Outdoor storage or accumulation of used building materials is expressly prohibited. Fill dirt, gravel, or other landscaping materials placed upon any Lot shall be used or leveled within a timely manner.

11. Section 3.21 is hereby revoked and replaced with the following:

3.21 Roof Pitch. Except as may otherwise be approved by the DRC, all Residences shall have a roof pitch of 5/12 or steeper.

12. Section 3.23 is hereby revoked and replaced with the following:

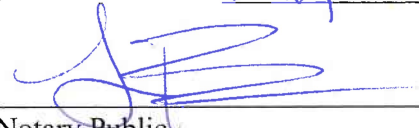
3.23 Propane Tanks. Propane tanks placed above ground for heating purposed shall be placed to the side or rear of the Residence. All such tanks shall be painted and level at all times. Any underground propane tank shall be installed only in compliance with all applicable governmental regulations.

DECLARANT: Little Walnut Venture, LLC

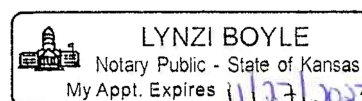
STATE OF KANSAS, COUNTY OF SEDGWICK) ss:

The foregoing instrument was acknowledged before me this May 31, 2023 by Thomas Payne, Jr., as Manager of Little Walnut Venture, LLC.

My appointment expires: 11/27/2023



Notary Public



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)*

