

PROPERTY INFORMATION PACKET | THE DETAILS



11187 SW 15th St | Towanda, KS 67144

AUCTION: BIDDING OPENS: Tues, May 21st @ 2:00 PM

BIDDING CLOSING: Thurs, May 30th @ 3:00 PM

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



McCurdy
REAL ESTATE & AUCTION



Table of Contents

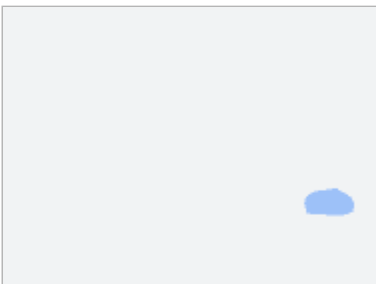
- PROPERTY DETAIL PAGE
- HOME DESCRIPTION
- SELLER'S PROPERTY DISCLOSURE
- WATER WELL ORDINANCE
- AVERAGE UTILITIES
- EXCLUSION LIST
- 2-D FLOOR PLAN
- ZONING MAP
- FLOOD ZONE MAP
- AERIAL MAP
- SURVEY
- TERMS AND CONDITIONS
- BRRETA DISCLOSURE
- GUIDE TO AUCTION COSTS

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 (\$1,500 minimum) added to the final bid.

MLS PRINTOUT



MLS # 638363
Status Active
Address 11187 SW 15th
Address 2
City Towanda
Zip 67144
Asking Price \$0
Original Price \$0



KEYWORDS

AG Bedrooms	3	Approx. AGLA	3015
Total Bedrooms	5.00	AGLA Source	Court House
AG Full Baths	4	Approx. BFA	2629.00
AG Half Baths	0	BFA Source	Court House
Total Full Baths	5	Approx. TFLA	5,644
Total Half Baths	1	Lot Size/SqFt	1089000
Total Baths	6	Number of Acres	25.45
Garage Size	4+		
Basement	Yes - Finished		
Levels	One Story		
Approximate Age	11 - 20 Years		
Acreage	10.01 or More		

GENERAL

List Agent - Agent Name and Phone	Braden McCurdy - OFF: 316-683-0612	List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600
Showing Phone	888-874-0581	Year Built	2013
Parcel ID	191-12-0-00-00-004-28-0	School District	Circle School District (USD 375)
Elementary School	Circle Greenwich	Middle School	Circle
High School	Circle	Subdivision	NONE LISTED ON TAX RECORD
Legal	S12, T26, R03E, ACRES 23.5, E999.5 N1/2 SE1/4 EXC N340 E650 LESS ROW	VOW: Allow AVM	Yes
VOW: Allow 3rd Party Comm	Yes	Variable Comm	Non-Variable
Virtual Tour Y/N		Price Date	4/26/2024

ROOMS

Master Bedroom Level	Main	Master Bedroom Dimensions	15x19
Master Bedroom Flooring	Carpet	Living Room Level	Main
Living Room Dimensions	26x16	Living Room Flooring	Wood
Kitchen Level	Main	Kitchen Dimensions	12.10x18.10
Kitchen Flooring	Wood	Room 1 Type	
Room 2 Type		Room 3 Type	
Room 4 Level	Main	Room 4 Type	Dining Room
Room 4 Dimensions	9.08x14.04	Room 4 Flooring	Wood
Room 5 Level	Main	Room 5 Type	Bedroom
Room 5 Dimensions	15x11	Room 5 Flooring	Carpet
Room 6 Level	Main	Room 6 Type	Bedroom
Room 6 Dimensions	15x15	Room 6 Flooring	Carpet
Room 7 Level	Main	Room 7 Type	Office
Room 7 Dimensions	14x6	Room 7 Flooring	Tile
Room 8 Level	Basement	Room 8 Type	Family Room
Room 8 Dimensions	29x32	Room 8 Flooring	Concrete
Room 9 Level	Basement	Room 9 Type	Bonus Room
Room 9 Dimensions	11x25	Room 9 Flooring	Concrete
Room 10 Level	Basement	Room 10 Type	Bedroom
Room 10 Dimensions	15x16	Room 10 Flooring	Concrete

DIRECTIONS

Directions 254 Hwy & SW Adams Rd - North to SW Old Hwy 254, West to SW Santa Fe Lake Rd, North to SW 15th St, West to home.

FEATURES

ARCHITECTURE	GARAGE	DINING AREA	INTERIOR AMENITIES
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FEATURES

Ranch	Attached	Formal	Ceiling Fan(s)
EXTERIOR CONSTRUCTION	Detached	Living/Dining Combo	Closet-Walk-In
Frame w/Less than 50% Mas	Opener	FIREPLACE	Hardwood Floors
ROOF	Oversized	One	Security System
Composition	Side Load	Living Room	Vaulted Ceiling
LOT DESCRIPTION	FLOOD INSURANCE	Gas	Wet Bar
Irregular	Unknown	Blower	Window Coverings-All
Pond/Lake	UTILITIES	KITCHEN FEATURES	POSSESSION
FRONTAGE	Lagoon	Island	At Closing
Unpaved Frontage	Propane Gas	Pantry	PROPOSED FINANCING
EXTERIOR AMENITIES	Rural Water	Range Hood	Other/See Remarks
In Ground Pool	BASEMENT / FOUNDATION	Electric Hookup	WARRANTY
Swimming Pool Equipment	Full	Gas Hookup	No Warranty Provided
Patio	Walk Out At Grade	APPLIANCES	OWNERSHIP
Covered Patio	View Out	Dishwasher	Individual
Covered Deck	BASEMENT FINISH	Disposal	PROPERTY CONDITION REPORT
Guttering	2 Bedroom	Microwave	Yes
Horses Allowed	1/2 Bath	Refrigerator	SHOWING INSTRUCTIONS
Irrigation Pump	1 Bath	Range/Oven	Appt Req-Call Showing #
Irrigation Well	Bsmt Rec/Family Room	Washer	LOCKBOX
RV Parking	Game Room	Dryer	Other-See Private Remarks
Security Light	Bsmt Office	MASTER BEDROOM	TYPE OF LISTING
Sidewalks	Bsmt Wet Bar	Master Bdrm on Main Level	Excl Right w/o Reserve
Sprinkler System	Bsmt Storage	Master Bedroom Bath	AGENT TYPE
Storage Building(s)	1 Add. Finished Room	Sep. Tub/Shower/Mstr Bdrm	Sellers Agent
Storm Door(s)	Bsmt Concrete Storm Room	Two Sinks	
Storm Windows/Ins Glass	COOLING	AG OTHER ROOMS	
Outbuildings	Central	Mud Room	
	Electric	Office	
	HEATING	LAUNDRY	
	Forced Air	Main Floor	
	Gas	Separate Room	
		220-Electric	

FINANCIAL

Assumable Y/N	No	HOA Y/N	No
Currently Rented Y/N	No	Yearly HOA Dues	
Rental Amount		HOA Initiation Fee	
General Property Taxes	\$12,934.72	Home Warranty Purchased	Unknown
General Tax Year	2023	Earnest \$ Deposited With	Security 1st Title
Yearly Specials	\$0.00		
Total Specials	\$0.00		

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, May 21st, 2024 at 2 PM (cst) | BIDDING CLOSING: Thursday, May 30th, 2024 at 3 PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES. ONLINE ONLY!!! PREMIER!!! Your search for an estate/lifestyle property with all the modern conveniences is over. Here is your opportunity to own an incredible, 5,644 Sq. Ft. custom -built home situated on 25 +/- acres just outside of Towanda. This property offers complete privacy and breathtaking views, all while being close to the city. You will fall in love with all the amenities this home offers such as a large pond, an in-ground pool, and an impressive 102x50 ft Barnasium with living quarters, gathering spaces, and much more! HOME EXTERIOR • 25.45 +/- Acres • Large pond • 3-car attached garage • 50x25 In-ground chlorine pool built by Platinum Pools • Surround sound inside and outside • New blacktop was applied in 2022 • Sprinkler system around the home • Solar installed in 2021 • Circle school district HOME INTERIOR • 5 bedroom, 5 ½ bathroom home • Living room o Large picture windows o Home was positioned to have the sunrise/sunset views o Tall, vaulted ceilings o Built-in cabinets, gas fireplace o Formal dining area with 100+-year-old wood columns • Kitchen o Large island o All appliances transfer o Extra-large hidden pantry with pass-through door to garage for unloading groceries • Primary Suite o Large bedroom with built-in storage bench/reading nook under windows, currently fit for small dog kennels/beds o Double closets o Walk-in shower with dual shower head, separate Jacuzzi tub • Other Main Level Features o 2 additional bedrooms – both have access to a full bathroom, and one has 2 walk-in closets o Office with 100+-year-old door with original hardware, built-in cabinetry o Mudroom/laundry room with full bathroom off of garage o All closet doors are solid wood from an old estate home with original brass hardware o Plantation wood shutters on all windows in bedrooms o Hickory hardwood flooring throughout • Walk-out Basement o Huge family/rec room o Wet bar with custom-crafted live-edge wood top island from Elderslie Farm, equipped with dishwasher, refrigerator, microwave, and stainless-steel apron sink o Movie/bonus room with half bathroom and dry bar o Large storage room and concrete safe room/tornado shelter with fire-safe door o Two bedrooms with view-out windows and closets o Full bathroom o Office with custom built-ins with hidden storage and hidden gun safe room 2,752 +/- SQ. FT. BARNASIUM • 102x50ft metal building by Mid -Kansas Pole Barn built in 2019 • 12x50 outdoor covered patio overlooks the pool 50x50 Shop • Provisional pickleball court • (4) 16ft commercial grade garage doors w/pull-through bays • 50x50 ft parking spaces on both sides of garage doors 40x50 Interior • A commercial-style kitchen comes with all appliances • Automatic lift door on granite top bar that opens to the pool • Finished mens /womens bathrooms accessible from inside & outside • Large living area • Guest bedroom • Full bathroom with wheelchair-accessible shower • Spacious office/2nd bedroom with sliding doors and Murphy bed • Washer and dryer hookups, storage closet, walk-in pantry • Large loft mezzanine great for gatherings or additional storage. Most items in the home are available for the successful buyer to purchase except for items on the Exclusion List. Two 5-6 year old Great Pyrenees reside on the property. They are GPS-trained and enjoy keeping the grounds safe. The successful bidder can inherit the dogs, or the current owners can re-home them. Determination shall be made in advance of closing to provide Seller with sufficient time to re-home. There is also an outdoor barn cat that will stay with the property. SEE TERMS OF SALE

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	5/21/2024	
Auction Start Time	2 PM	
Broker Registration Req	Yes	
Buyer Premium Y/N	Yes	
Premium Amount	0.10	
Earnest Money Y/N	Yes	
Earnest Amount %/\$	50,000.00	

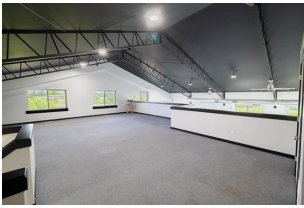
TERMS OF SALE

Terms of Sale *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, “as is where is” condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller’s agents. Full auction terms and conditions provided in the Property Information Packet. Total purchase price will include a 10% buyer’s premium (\$1,500.00 minimum) added to the final bid. Property available to preview by appointment. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount of \$50,000 for a 30-day closing or \$75,000 for a 45-day closing. All items in the home are available for the successful buyer to purchase except for items on the Exclusion List (see downloads section). Additionally, two 5-6 year old Great Pyrenees sisters reside on the property. They are GPS-trained and enjoy keeping the grounds safe. The successful bidder can inherit the dogs if they would like, or the current owners can re-home them. Determination shall be made in advance of closing to provide Seller with sufficient time to re-home if necessary. There is also an outdoor barn cat that will stay with the property. Buyer’s Choice: \$50,000 earnest money deposit at the time of contracting with a closing on or before 30 days from the date of sale. \$75,000 earnest money deposit at the time of contracting with a closing on or before 45 days from the date of sale.

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.

ONLINE ONLY!!! PREMIER!!! Your search for an estate/lifestyle property with all the modern conveniences is over. Here is your opportunity to own an incredible, 5,644 Sq. Ft. custom-built home situated on 25 +/- acres just outside of Towanda. This property offers complete privacy and breathtaking views, all while being close to the city. You will fall in love with all the amenities this home offers such as a large pond, an in-ground pool, and an impressive 102x50 ft Barnasium with living quarters, gathering spaces, and much more!

HOME EXTERIOR

- 25.45 +/- Acre Lot
- Large pond
- 3-car attached garage with pass-through door to pantry for groceries
- 50x25 In-ground chlorine pool built by Platinum Pools (maintained by Little Richards Pool)
 - New vinyl liner summer of 2023
 - Automatic cover
 - Slide, diving board, sport court w/ net, basketball goal (\$1,500 value)
 - Full-width steps & corner ledges in the deep end
 - Equipment includes Pentair & Intelflow variable speed pump, Hayward D.E. Filter, Robot Cleaner (\$1,500 purchased in 2022) Pentair master 400 heater – currently disconnected & needs serviced
- Covered front porch
- Large covered back deck, lower concrete patio
- Surround sound inside and outside (upper and lower deck)
- New blacktop was applied in 2022
- Stone walkway to Barnasium
- Sprinkler system around the home
- Solar installed in 2021
 - 33 KW, 4 inverters – 7.6 KW each
 - \$100,000 install (average electric bill is only \$100!)
- Circle school district

HOME INTERIOR

- 5 bedroom, 5 ½ bathroom home
- Living room
 - Large picture windows that overlook the property
 - The home was positioned to have the sunrise/sunset views
 - Tall, vaulted ceilings
 - Built-in cabinets surrounding the gas fireplace
 - Formal dining area with 100+-year-old estate wood columns
- Kitchen
 - Large island
 - All appliances transfer
 - Wood cabinetry

- o Extra-large hidden pantry with pass-through door to garage for unloading groceries/supplies
- Primary Suite
 - o Large bedroom with built-in storage bench/reading nook under windows
 - Currently fit for small dog kennels/beds, but could be converted for storage
 - o Double closets
 - Main walk-in closet in bathroom has 100-year-old solid wood pocket doors with original brass hardware
 - o Walk-in shower with dual shower head, separate Jacuzzi tub
 - o Built-in surround sound within bedroom and bathroom
- Other Main Level Features
 - o 2 additional bedrooms on the main level – both have access to a full bathroom, and one has 2 walk-in closets
 - o Office with 100+-year-old door with original hardware, built-in cabinetry
 - o Mudroom/laundry room with full bathroom off of garage
 - o All closet doors are solid wood from an old estate home with original brass hardware
 - o Plantation wood shutters on all windows in bedrooms
 - o Hickory hardwood flooring throughout (including stairs to basement)
- Walk-out Basement
 - o Huge family/rec room
 - o Wet bar with custom-crafted live-edge wood top island from Elderslie Farm, equipped with dishwasher, refrigerator, microwave, and stainless-steel apron sink
 - o Movie/bonus room with half bathroom and dry bar commissioned by local sheet metal artist
 - o Large storage/utility room and concrete safe room/tornado shelter with fire-safe door
 - o Two spacious bedrooms with view-out windows and closets
 - o Full bathroom
 - o Large office with custom built-ins with hidden storage and hidden gun safe room

2,752 +/- SQ. FT. BARNASIUM

- 102x50ft metal building by Mid-Kansas Pole Barn built in 2019
- 12x50 outdoor covered patio overlooks the pool

50x50 Shop

- Provisional pickleball court
- (4) 16ft commercial grade garage doors w/pull-through bays
- 50x50 ft parking spaces on both sides of garage doors

40x50 Interior

- A commercial-style kitchen comes with all appliances

- Automatic lift door on granite top bar that opens to the pool
- Finished bathrooms accessible from inside & outside
 - Men's bathroom has 2 urinals, shower, toilet, 2 vanities
 - Women's bathroom has a shower, 2 toilets, 2 vanities
- Large living area
- Guest bedroom
- Full bathroom with wheelchair-accessible shower
- Spacious office/2nd bedroom with sliding doors and Murphy bed
- Washer and dryer hookups, storage closet, walk-in pantry
- Large loft mezzanine great for gatherings or additional storage

Listing courtesy of Jessica Ball Dibble of Kelly Ball Homes

Seller's Property Disclosure

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 11187 SW 15th St - Towanda, KS 67144

Seller:

Date of Purchase

Message to the Seller: This statement is a disclosure of the condition of the above described Property known by the SELLER on the date that it is signed. It is not a warranty of any kind by the SELLER(S) or any real estate licensees involved in this transaction, and should not be accepted as a substitute for any inspections or warranties the BUYER(S) may wish to obtain. If you know something important about the Property that is not addressed on the Seller's Property Disclosure, add that information to the form. Prospective Buyers may rely on the information you provide.

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					Smart Device	Indicate the condition of the following items by marking the appropriate boxes.	TRANSFERS TO BUYER					Smart Device	Indicate the condition of the following items by marking the appropriate boxes.
None	Does Not	Working	Not Working	Don't Know			None	Does Not	Working	Not Working	Don't Know		
☐	☒	☐	☐	☐	☐	Disposal	☐	☐	☒	☐	☐	☐	Smoke/Fire Detectors
☐	☒	☐	☐	☐	☐	Dishwasher (new)	☐	☐	☒	☐	☐	☐	Light Fixtures
☐	☒	☐	☐	☐	☐	Oven	☐	☐	☒	☐	☐	☐	Switches/Outlets
☐	☒	☐	☐	☐	☐	Range (Circle One) Gas Electric	☐	☐	☒	☐	☐	☐	Ceiling Fan(s)
☐	☒	☐	☐	☐	☐	Microwave	☐	☐	☒	☐	☐	☐	Bathroom Vent Fan(s)
☐	☒	☐	☐	☐	☐	Built in (Circle One) YES NO	☐	☐	☒	☐	☐	☐	Telephone Wiring/Blocks/Jacks N/A 1 in up stair office work
☐	☒	☐	☐	☐	☐	Range Hood	☐	☐	☐	☐	☐	☒	Door Bell
☐	☒	☐	☐	☐	☐	Vented Outside (Circle One) YES NO	☐	☐	☐	☐	☐	☐	Intercom N/A
☐	☒	☐	☐	☐	☐	Kitchen Refrigerator notice	☐	☐	☒	☐	☐	☐	Garage Door Opener
☐	☒	☐	☐	☐	☐	Clothes Washer	# of Remotes: 3					☐	Keypad Entry: (Circle One) YES NO 7205
☐	☒	☐	☐	☐	☐	Clothes Dryer	☐	☐	☐	☐	☐	☐	Aluminum Wiring
☐	☒	☐	☐	☐	☐	Trash Compactor N/A	☐	☐	☐	☐	☐	☐	Copper Wiring
☐	☒	☐	☐	☐	☐	Central Vacuum N/A	☐	☐	☒	☐	☐	☐	220 Volt
☐	☒	☐	☐	☐	☐	Exterior Attached Gas Grill N/A	☐	☐	☐	☐	☐	☐	Service Panel Total Amps
☐	☒	☐	☐	☐	☐	Other:	☐	☐	☒	☐	☐	☐	Solar Equipment - (Circle One) Own Rent/Lease Company
☐	☒	☐	☐	☐	☐	Other:	☐	☐	☐	☐	☐	☐	Wind - (Circle One) Own Rent/Lease N/A
☐	☒	☐	☐	☐	☐	Other:	☐	☐	☐	☐	☐	☐	Hydroelectric - (Circle One) Own Rent/Lease N/A
☐	☒	☐	☐	☐	☐	Other:	☐	☐	☒	☐	☐	☐	Security System - (Circle One) Own Rent/Lease Company
Comments:						☐	☐	☒	☐	☐	☐	Audio/Video Surveillance System	

27 WATER/SEWAGE SYSTEMS (See Part II Also)						28 HEATING & COOLING SYSTEMS								
29		TRANSFERS TO BUYER		Smart Device		Indicate the condition of the following items by marking the appropriate boxes.		TRANSFERS TO BUYER		Smart Device		Indicate the condition of the following items by marking the appropriate boxes.		
None	Does Not Transfer	Working	Not Working	Don't Know	Smart Device									
30	☐	☐	☒	☐	☐	Sewage Systems	☐	☐	☒	☐	☐	Cooling System		
31	☐	☐	☒	☐	☐	Sump Pump	Type <u>Elec/Gas</u>							
32	☐	☐	☐	☐	☐	Backup Sump Pump/Battery <u>N/A</u>	Age <u>2013</u>							
33	☐	☐	☒	☐	☐	Plumbing	☐	☐	☒	☐	☐	Heating System		
34						Type	Type <u>Elec/Gas</u>							
35	☐	☐	☒	☐	☐	Water Heater (Circle One) Elect <u>Gas</u>	Age <u>2013</u>							
36						Size & Age	Window/Wall Air Conditioning Units <u>N/A</u>							
37	☐	☐	☐	☐	☐	Instant Hot Water <u>N/A</u>	Electronic Air Filter <u>N/A</u>							
38	☐	☐	☐	☐	☐	Water Softener <u>N/A</u>	Humidifier							
39						(Circle One) Own Rent/Lease	Fireplace							
40						Company	Fireplace Insert							
41	☐	☐	☐	☐	☐	Water Purifier/Reverse Osmosis <u>N/A</u>	Wood burning Stove <u>N/A</u>							
42	☐	☒	☐	☐	☐	Underground Sprinkler System	Chimney/Flue - Date Last Cleaned							
43						Backflow Device (Circle One) <u>YES</u> <u>NO</u>	☐	☐	☒	☐	☐	Gas Log Lighter		
44						Date Last Tested or Inspected	☐	☐	☐	☐	☐	Whole House Attic Fan <u>N/A</u>		
45	☐	☐	☒	☐	☐	Pool Equipment	☐	☒	☐	☐	☐	Solar Equipment - (Circle One) <u>Own</u> Rent/Lease		
46	☐	☐	☐	☐	☐	Hot Tub/Spa <u>N/A</u> <u>primary-jacuzzi</u>	Company							
47	Comments: <u>works</u>						☐	☐	☐	☐	☐	Geothermal <u>N/A</u>		
48							☐	☐	☒	☐	☐	Propane Tank - (Circle One) <u>Own</u> Rent/Lease		
49							Company							
50							Comments:							
51 MEDIA												52 Safe room - Steel door		
53 TRANSFERS TO BUYER												53 Gun/Panic Room - hidden door works		
None	Does Not Transfer	Working	Not Working	Don't Know	Smart Device	Indicate the condition of the following items by marking the appropriate boxes.						SMART DEVICES		
54	☐	☐	☐	☐	☐	Satellite Dish <u>N/A</u>	Any additional smart technology devices not covered in this form to transfer with the property, and any additional comments. Please list below:							
55						# of Rcvrs/Remotes								
56	☐	☐	☐	☐	☐	Attached Antennas <u>N/A</u>								
57	☐	☐	☐	☐	☐	Cable TV Wiring/Jacks <u>N/A</u>								
58	☐	☒	☐	☐	☐	Attached Television Mount(s) <u>9-main house</u>								
59	☐	☐	☐	☐	☐	Projector(s) <u>2-barn</u>								
60	☐	☐	☐	☐	☐	Projector Screen(s) <u>N/A</u>								
61	☐	☒	☐	☐	☐	Surround Sound Speakers								
62	☐	☒	☐	☐	☐	Wired for Surround Sound								
63	Comments: <u>Ar 10 + surround sound</u>													
64														
65														
66														

PART II

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

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

YES	NO	DON'T KNOW	SECTION 1 STRUCTURAL FOUNDATION/WALLS
☐	☐	☐	Are any exterior walls covered with Exterior Insulation & Finish System (synthetic stucco)? If YES, are you aware of any adverse conditions? _____
			Indicate all that apply: ☐ Basement ☐ Crawl Space ☐ Slab
☐	☐	☒	Are there any structural engineer's report(s) available? If YES, Date of Report: _____ Copy Attached? (Mark One): ☐ YES ☐ NO
To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)			
☐	☒	☐	Movement, shifting, deterioration or other problems with walls or foundation?
☐	☒	☐	Cracks or flaws in the walls, floors or foundation?
☐	☒	☐	Problems with driveways, walkways, patios, retaining walls, party walls?
☐	☒	☐	Problems with operation of windows or doors, or broken seals?
☐	☒	☐	Any corrective actions to items in this section? (Example - Piering, bracing, etc.)
☐	☒	☐	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☒	☐	☐	Is there insulation in the walls?
☒	☐	☐	Is there insulation in the floors?
Additional Comments:			

YES	NO	DON'T KNOW	SECTION 2 ROOF/INSULATION
			Age: <u>2013</u> Type: <u>Composite</u>
☐	☒	☐	To your knowledge, are there any ☐ PAST ☐ PRESENT roof leaks? (Mark One) <u>None</u>
			If any, identify details below.
☐	☒	☐	During your ownership, has the roof ever been ☐ REPLACED? ☐ REPAIRED? (Mark One)
			If YES, Date: _____ (Identify details below.)
☐	☒	☐	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☐	☒	☐	Do you know of any problems with chimneys or chases? (If YES, explain below.)
☐	☒	☐	Do you know of any problems with roof, roof structure or rain gutters? (If YES, explain below.)
☒	☐	☐	Is there insulation in the ceiling/attic? <u>blown insulation</u>
Additional Comments:			

YES	NO	DON'T KNOW	SECTION 3 MOLD/MILDEW
According to the EPA, molds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the naked eye, and float through outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. Inhaling or touching mold spores may cause allergic reactions in sensitive individuals.			
To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)			
☐	☒	☐	Presence of any mold/mildew in the property?
☐	☒	☐	Any problems created by mold or mildew for occupants of the structure during your ownership?
☐	☒	☐	Have you had any inspections for mold or mildew? If YES, Date: _____ (If YES, explain below.)
☐	☒	☐	Have you received any reports pertaining to mold or mildew on or within the structure? (If YES, attach.)
☐	☒	☐	Has the property had any professional mold remediation during your ownership? If YES, Date: _____
Additional Comments:			

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

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

YES	NO	DON'T KNOW	SECTION 4 WATER/SEWAGE SYSTEMS	
☒	☐	☐	Is the property connected to City Water?	
☒	☐	☐	Is the property connected to Rural Water? If YES, Transfer Fee: _____ District: _____	
☒	☐	☐	Is the property connected to any private water systems? (Mark all that apply.)	
☐	☐	☐	☐ Drinking Well	☒ Irrigation Well
☒	☐	☐	Working? Type: _____ Location: <u>West + south of main house</u>	☐ Geo-Thermal Well
☐	☐	☐	Working? Type: _____ Location: _____	Depth: _____
☐	☐	☐	Working? Type: _____ Location: _____	Depth: _____
☐	☒	☐	Has the water in any wells shown test results of contamination? (If YES, explain below.)	
☐	☒	☐	Is the property connected to a public sewer system? If shared lagoon/septic system, explain below.	
☐	☒	☐	Is the property connected to a septic system? Date Last Pumped: _____	
			Tank Size: _____ Location: _____	
			# feet laterals: _____ # Feet infiltrators: _____ Location: _____	
☒	☐	☐	Is the property connected to a lagoon system? Location: <u>north of main house</u>	
☐	☒	☐	Is the property connected to some other type of waste disposal system? (If YES, explain below.) <u>just east</u>	
☐	☒	☐	Has the main waste disposal line ever been snaked or scoped?	
☐	☒	☐	To your knowledge, is there any problem relating to the waste disposal system?	
Additional Comments:				

YES	NO	DON'T KNOW	SECTION 5 WATER INTRUSION/LEAKS	
<i>To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)</i>				
☐	☒	☐	Any water leakage in or around the fireplace or chimney?	
☐	☒	☐	Any water leakage around (If YES, mark all that apply.) ☐ WINDOWS ☐ SKYLIGHTS ☐ DOORS?	
☐	☒	☐	Any leaks occurring in any plumbing, water supply lines, drains, sewer lines, etc.?	
☐	☒	☐	Any leaks caused by appliances?	
☐	☒	☐	Any leaks from any condensation drain lines, humidifier, dehumidifier, etc.?	
☐	☒	☐	Any water leakage into (If YES, mark all that apply.) ☐ BASEMENT ☐ CRAWL SPACE	
☐	☒	☐	Any accumulation of water within the basement/crawl space?	
☒	☐	☐	Sump Pump(s) Location(s): <u>Closet in Rec Room Bathroom</u>	
☒	☐	☐	Drain Tiles (If YES, mark all that apply.) ☒ INTERIOR ☒ EXTERIOR	
Additional Comments:				
<u>ext. around pool area to drain to pasture</u> <u>int. storage area of basement</u>				

YES	NO	DON'T KNOW	SECTION 6 PEST, WOOD INFESTATION & DRY ROT	
☐	☒	☐	Do you have any knowledge of the following items on/affecting the property? (Mark all that apply.)	
☐	☒	☐	☐ WOOD DESTROYING INSECTS	☐ DRY ROT
☐	☒	☐	☐ OTHER WOOD INFESTATION	
☐	☒	☐	Any knowledge of any damage to the property caused by the following items? (Mark all that apply.)	
☐	☒	☐	☐ WOOD DESTROYING INSECTS	☐ DRY ROT
☐	☒	☐	☐ OTHER WOOD INFESTATION	
☐	☒	☐	Have there been any repairs of such damage? (If YES, explain below.)	
☒	☐	☐	Is the property currently under a termite warranty or other coverage by a licensed pest control company?	
			Company: <u>Go Green</u>	Warranty Expiration Date: <u>current</u>
☒	☐	☐	Any wood destroying insects control reports in the last 5 years? (If YES, explain below.) <u>Go Green when</u>	
☐	☒	☐	Any professional wood destroying insects control treatments in the last 5 years? (If YES, explain below.) <u>switched</u>	
☐	☒	☐	Any pest control reports in the last 5 years? (If YES, explain below.) <u>3 yrs</u>	
☒	☐	☐	Any professional pest control treatments in the last 5 years? (If YES, explain below.) <u>current every other</u>	
Additional Comments:				
<u>since built home in 2013</u>				

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 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:

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: N/A
- ☐ ☒ ☐ Is there any unrepaid 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: if purchased - besides standard
- ☒ ☐ ☐ 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? propane
- ☐ ☒ ☐ Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature?
- Explain: new liner last summer
- ☐ ☒ ☐ Is the property in a historic, 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:

SELLER'S ACKNOWLEDGEMENT

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

294 Seller is occupant: ☒ YES ☐ NO

295 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.

296 SELLER: April Wiggins 4/24/24 SELLER: [Signature] 4/24/24
 297 Date Date

BUYER'S ACKNOWLEDGEMENT AND AGREEMENT

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

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

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

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

314 BUYER: _____ BUYER: _____
 315 Date Date

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WATER WELL INSPECTION REQUIREMENTS

Property Address: 11187 SW 15th St - Towanda, KS 67114

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: west of home

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

If yes, what type? Septic ☐ Lagoon ☒

Location of Lagoon/Septic Access: north of home

Authentisign
Mark W Wiggins 04/18/2024
Owner/Seller Date

Authentisign
April D Wiggins 04/23/2024
Owner/Seller Date

Buyer Date

Buyer Date



Exclusion list

- Primary bed
- Antique bed and dresser in downstairs bedroom
- Pool table
- Leather sectional downstairs
- Tan leather mid-century modern chair in living room
- Round dining table
- Deep freezer in garage

**All other items in the home are available to purchase*



AVERAGE MONTHLY UTILITIES

MISCELLANEOUS INFORMATION

Property Address: 11187 SW 15th St, Towanda, KS 67144 (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:	<u>Butler Rec</u>	<u>\$100/mo</u>
Water & Sewer:	<u>Benton Rural Water</u>	<u>\$80/mo</u>
Gas Propane:	<u>Propane - Propane Central</u>	<u>\$200/yr</u>
If propane, is tank owned or leased? Owned <u>Leased</u>		
If leased, please provide company name and monthly lease amount:		
	<u>Propane Central</u>	

Appliances that Transfer:	Refrigerator?	<u>Yes</u>	No	Washer?	<u>Yes</u>	No
	Dishwasher?	<u>Yes</u>	No	Dryer?	<u>Yes</u>	No
	Stove/Oven?	<u>Yes</u>	No	Other?	<u>Full commercial grade</u>	
	Microwave?	<u>Yes</u>	No	<u>appliances in barnasium will</u>		
				<u>stay w/ some restaurant</u>		
				<u>equipment</u>		

Homeowners Association: Yes No

Dues Amount: _____ Yearly Monthly Quarterly

Initiation Fee: _____

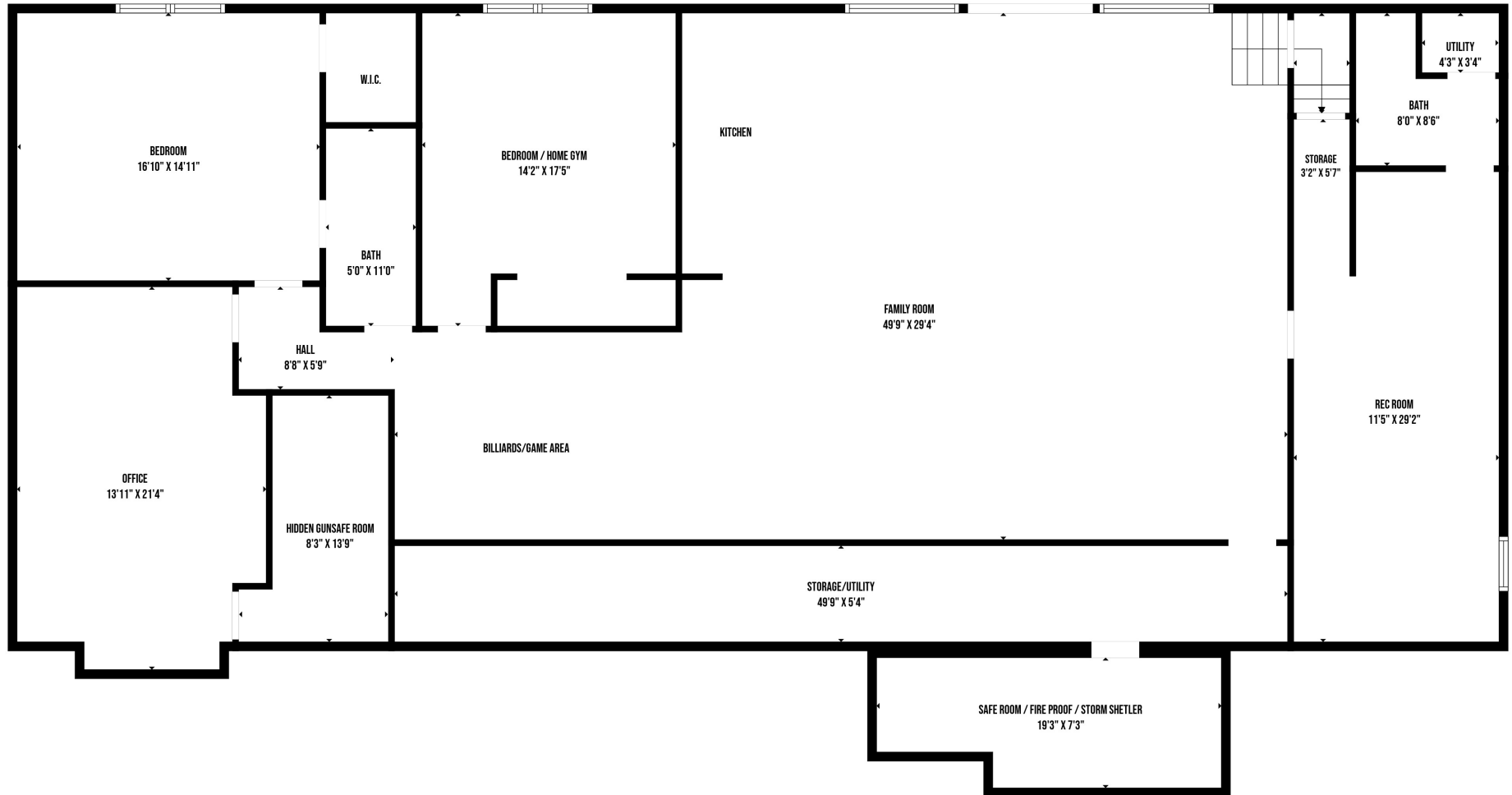
Are there any permanently attached items that will not transfer with the Real Estate (e.g. projector, chandelier, etc.)? No

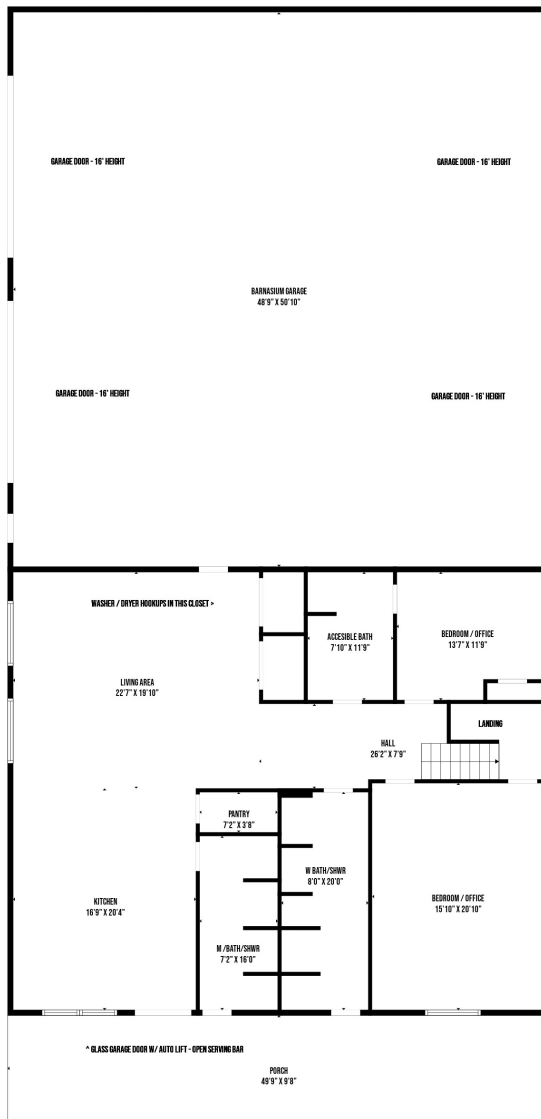
Information provided has been obtained from a variety of sources. McCurdy has not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness.



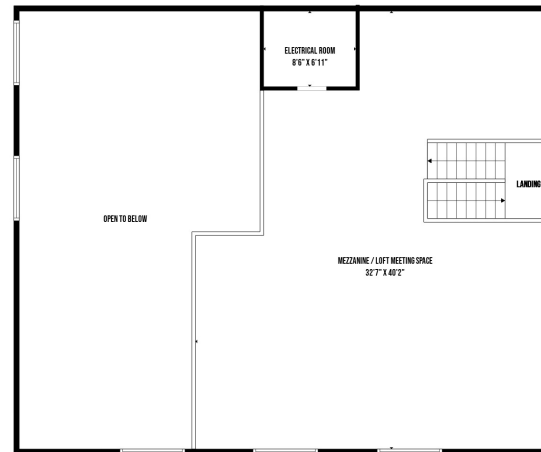
Measurements Are Calculated By Cubicasa Technology. Deemed Highly Reliable But Not Guaranteed.





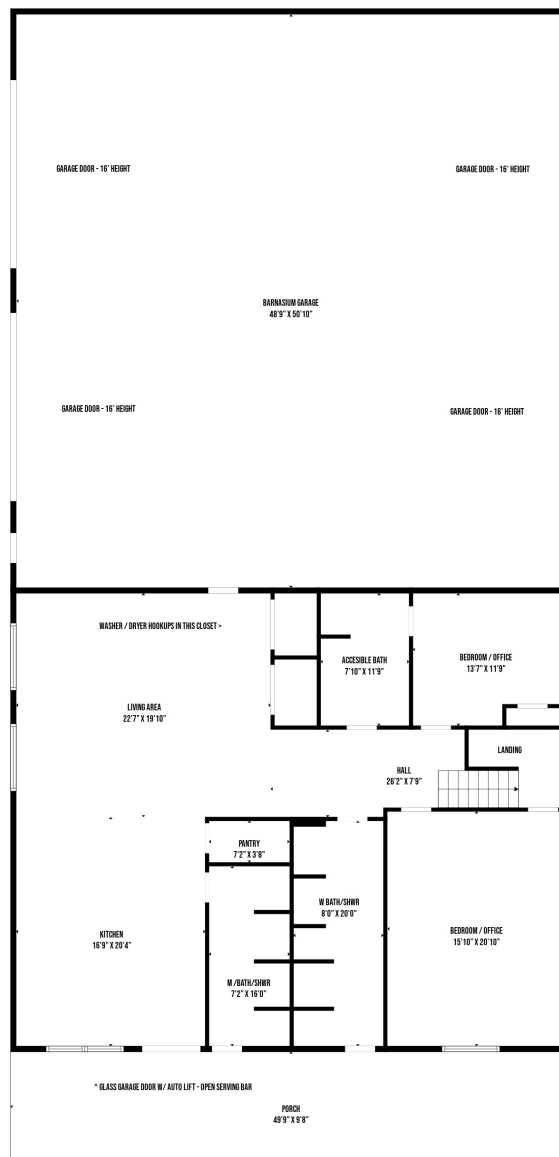


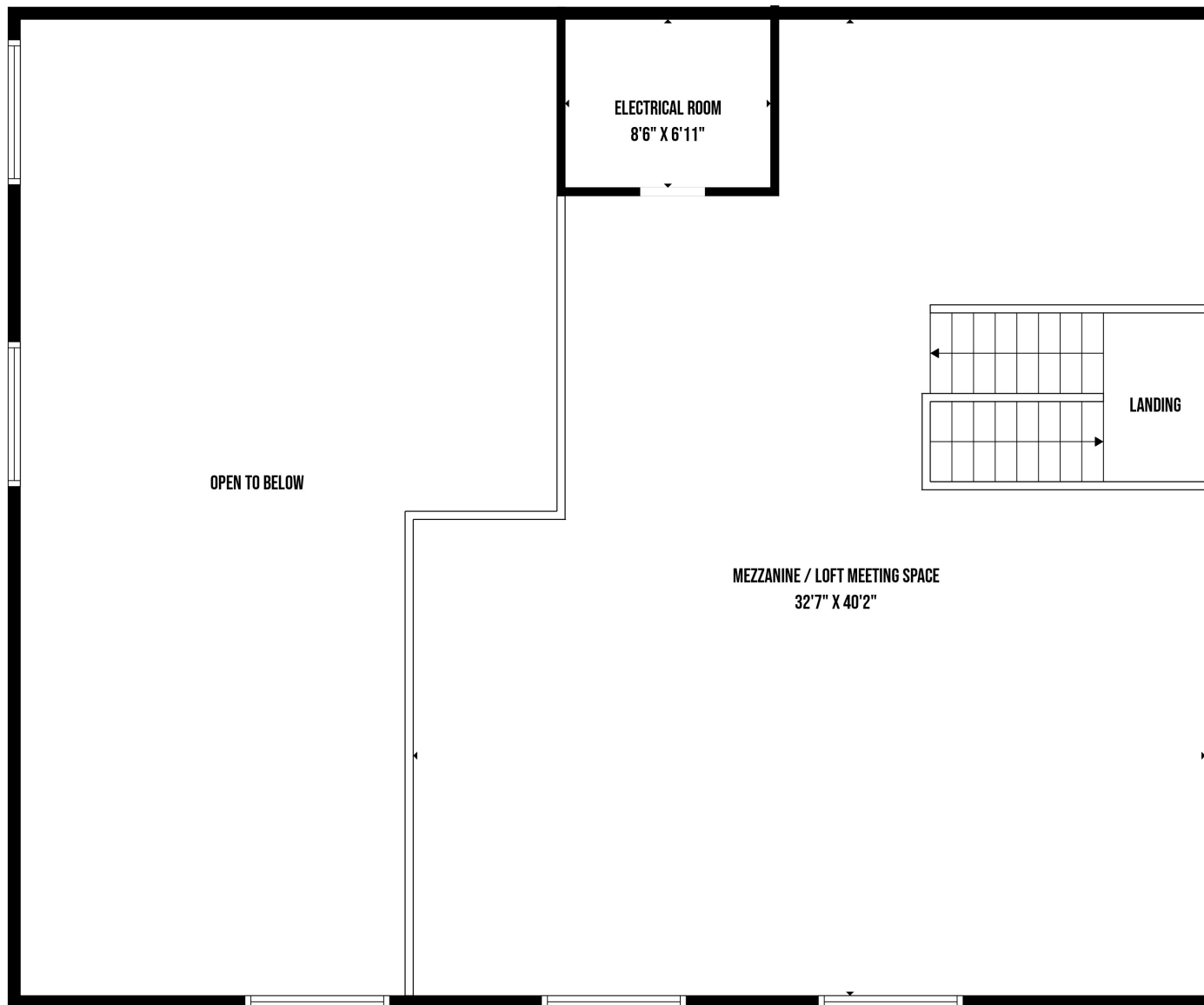
FLOOR 1



FLOOR 2

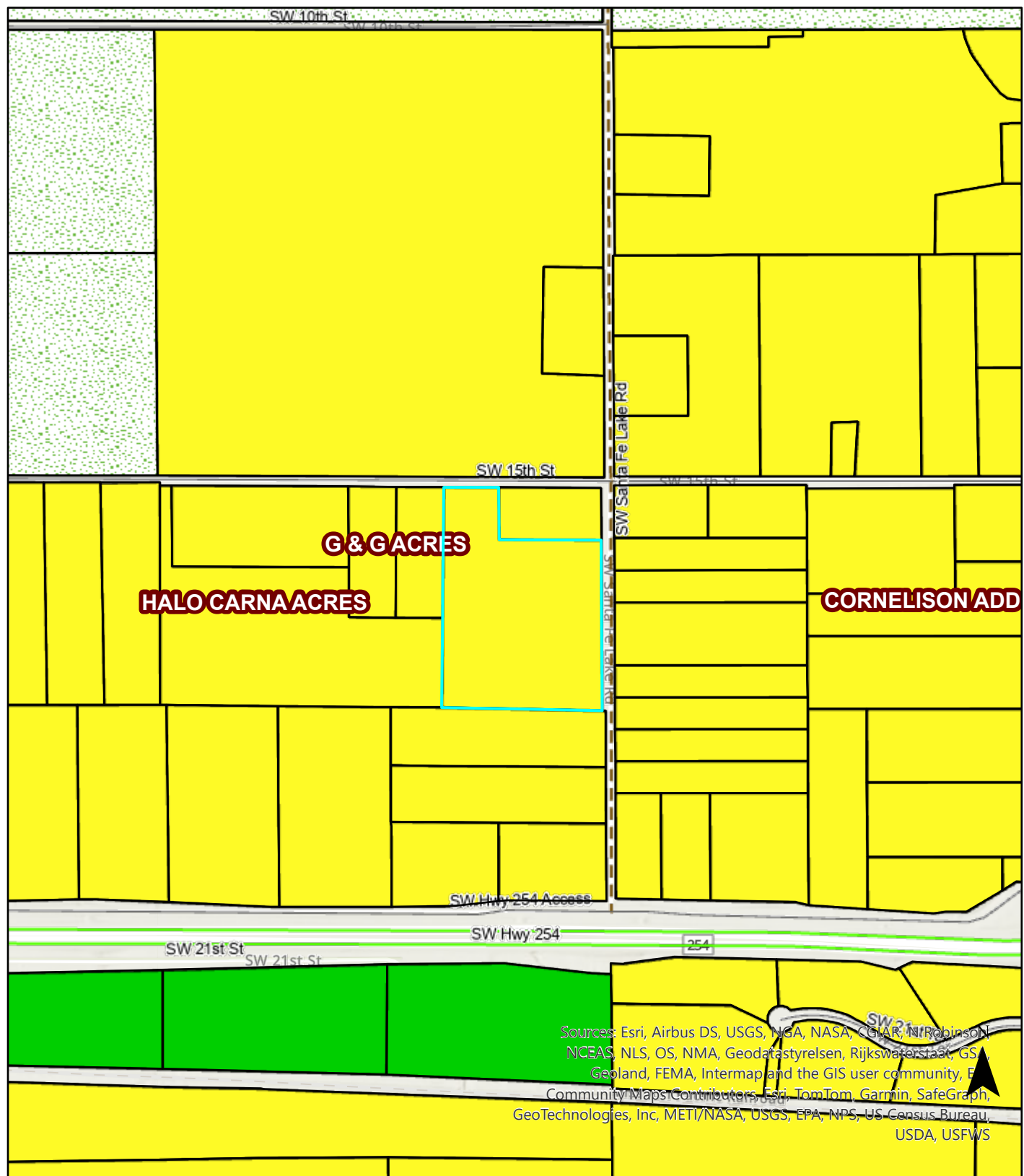






11187 SW 15th St Towanda, KS 67144

Zoning: Rural Residential



Parcels_Data_BldgLL_Condos

 Zoning_CUP - CUP

RoadCenterline

ROAD_TYPE

— CITY
— COUNTY ASPHALT

— — COUNTY GRAVEL

 KANSAS TURNPIKE

PAPER

PRIVATE

— STATE HWY

— TOWNSHIP

— US HWY

—— <all other values>

 Municipal Boundaries

Rural Zoning Districts

ZONE

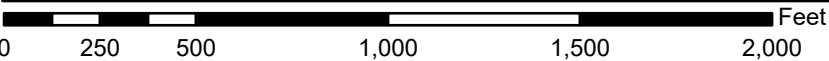
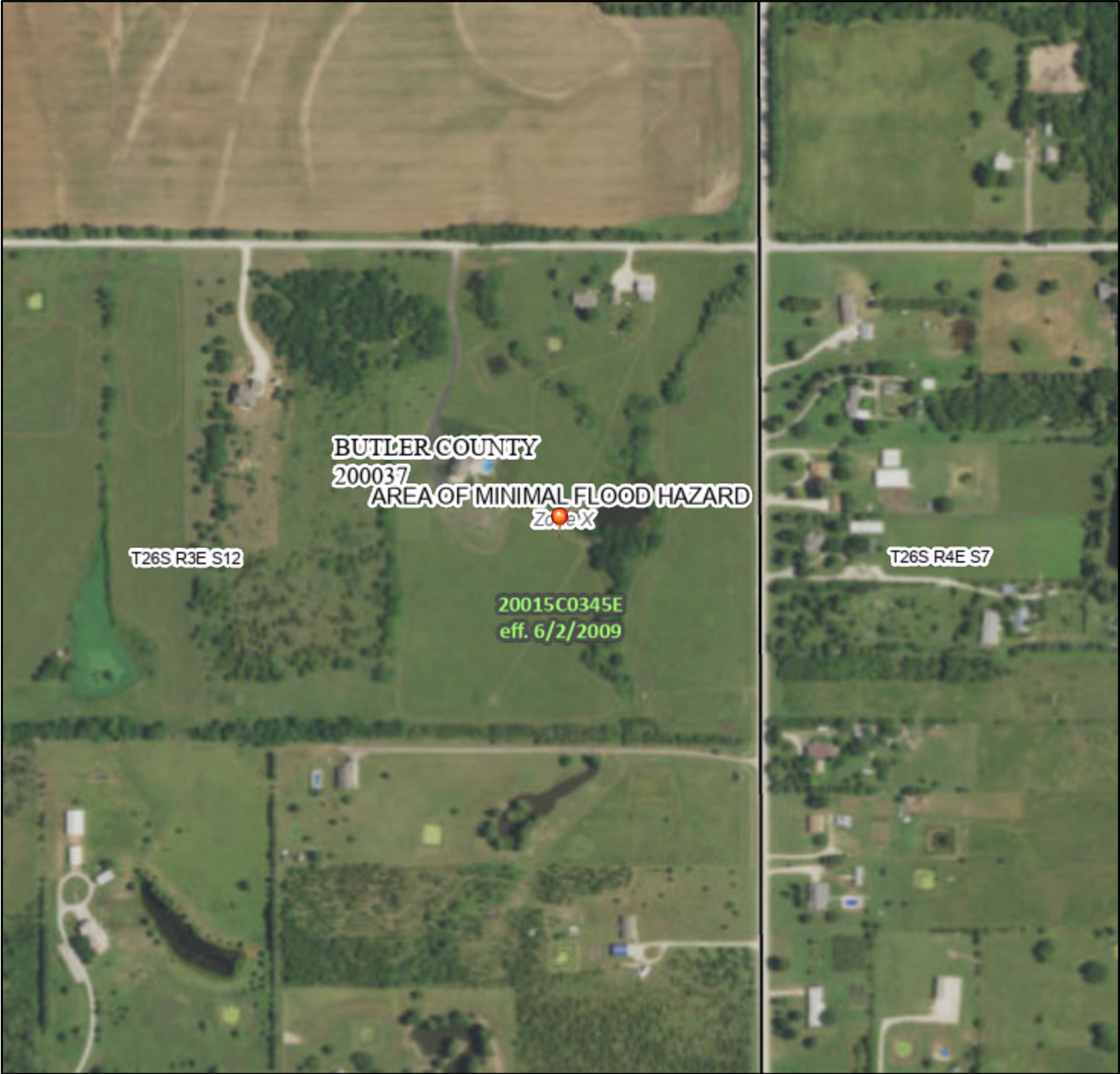
 Updates in Progress

 AG-40 Agricultural District - 40

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



97°3'4"W 37°48'18"N



1:6,000

97°2'27"W 37°47'50"N

Basemap Imagery Source: USGS National Map 2023

Legend

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

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
OTHER AREAS OF FLOOD HAZARD		Regulatory Floodway
		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
OTHER AREAS		Area with Flood Risk due to Levee Zone D
		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
OTHER FEATURES		Levee, Dike, or Floodwall
		Cross Sections with 1% Annual Chance Water Surface Elevation
MAP PANELS		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped

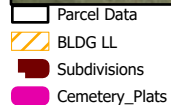


The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

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

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/26/2024 at 10:10 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

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



ROAD_TYPE

— CITY
— COUNTY ASPHALT
- - COUNTY GRAVEL
— KANSAS TURNPIKE

- PAPER
- PRIVATE
- STATE HWY
- TOWNSHIP
- US HWY
- <all other values>

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

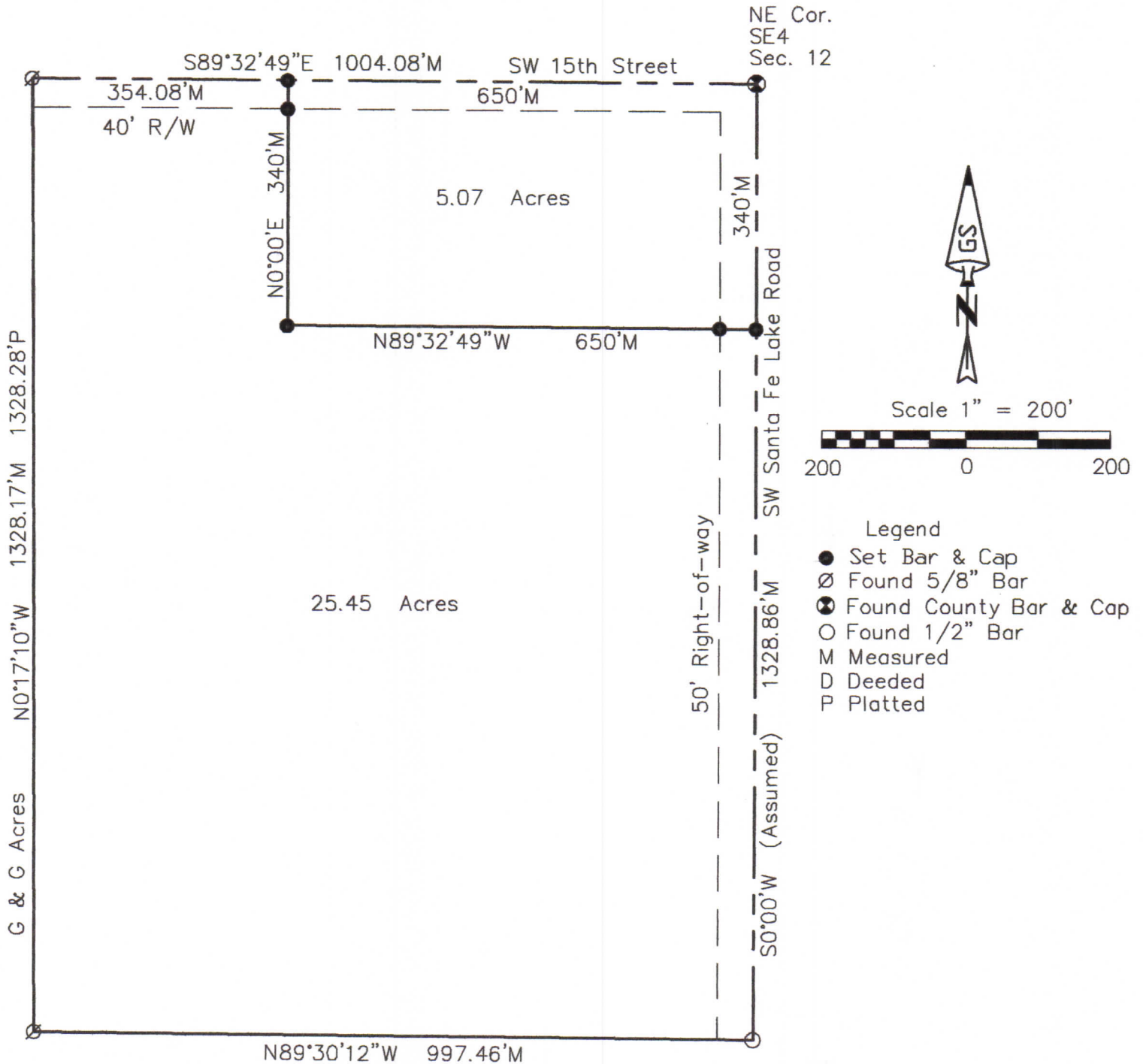


GOEDECKE SURVEYING, LLC

P.O. BOX 68
205 S. MAIN EL DORADO, KS. 67042
RTN PHONE 316-321-3773
(2) CALL: FAX: 316-321-4199

CERTIFICATE OF SURVEY FOR MARK & APRIL WIGGINS

Lot split



* CERTIFICATE OF SURVEY *

I, Roger L. Cutsinger, a Registered Land Surveyor in the State of Kansas, do hereby certify that this is a true and correct Plat of Survey made by me and described as follows: The North 340 feet of the East 650 feet of the Southeast Quarter (SE4) of Section 12, Township 26 South, Range 3 East of the Sixth Principal Meridian in Butler County, Kansas. Said tract contains 5.07 Acres including the road Right-of-way.

January 23, 2013

ROGER L. CUTSINGER R.L.S.

CERTIFICATION

Reviewed in accordance with K.S.A. 58-2005 on this 7TH day of MARCH, 20 13

Mike Work, Butler County Surveyor

R.L.S. Number 1160

BUTLER COUNTY, KS
REGISTER OF DEEDS
Marcia McCoy

Book: 2013 Page: 19277

Receipt #: 85939

Total Fees: \$8.00

Pages Recorded: 1

Date Recorded: 3/27/2013 11:15:38 AM

REC
COMP
NUM



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*)

