



1111 W. 13th St. | Andover, KS 67002

AUCTION: BIDDING OPENS: Tues, Oct 15th @ 2:00 PM

BIDDING CLOSING: Thurs, Oct 24th @ 2:00 PM

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





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ALL FIELDS CUSTOMIZABLE



MLS # 645157
Status Active
Contingency Reason
Area SCKMLS
Address 1111 W 13th St.
City Andover
Zip 67002
Asking Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms	3	Approx. AGLA	2256
Total Bedrooms	3.00	AGLA Source	Court House
AG Full Baths	3	Approx. BFA	350.00
AG Half Baths	1	BFA Source	Court House
Total Baths	4	Approx. TFLA	2,606
Garage Size	2	Lot Size/SqFt	1,685,772
Basement	Yes - Partially Finished	Number of Acres	38.70
Levels	One Story		
Approximate Age	51 - 80 Years		
Acreage	10.01 or More		

GENERAL

List Agent - Agent Name and Phone	Braden McCurdy - OFF: 316-683-0612	Master Bedroom Level	Main
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Master Bedroom Dimensions	15.5 x 28.2
Co-List Agent - Agent Name and Phone		Master Bedroom Flooring	Carpet
Co-List Office - Office Name and Phone		Living Room Level	Main
Showing Phone	1-888-874-0581	Living Room Dimensions	33.11 x 15.9
Year Built	1968	Living Room Flooring	Wood
Parcel ID	304-18-0-00-01-001-00-0	Kitchen Level	Main
School District	Andover School District (USD 385)	Kitchen Dimensions	8 x 19
Elementary School	Cottonwood	Kitchen Flooring	Wood
Middle School	Andover	Room 4 Type	Bedroom
High School	Andover	Room 4 Level	Main
Subdivision	NONE LISTED ON TAX RECORD	Room 4 Dimensions	11.1 x 13.5
Legal	S18, T27, R03E, ACRES 38.7, NW1/4 N TPK EXC W1175 LESS ROW	Room 4 Flooring	Carpet
List Date	8/9/2024	Room 5 Type	Bedroom
Display Address	Yes	Room 5 Level	Main
Days On Market	54	Room 5 Dimensions	12 x 13.10
Input Date	9/25/2024 11:25 AM	Room 5 Flooring	Carpet
Update Date	10/2/2024	Room 6 Type	Family Room
Status Date	9/25/2024	Room 6 Level	Basement
Price Date	9/25/2024	Room 6 Dimensions	17.5 x 33
		Room 6 Flooring	Laminate - Other
		Room 7 Type	Foyer
		Room 7 Level	Main
		Room 7 Dimensions	11.6 x 5
		Room 7 Flooring	Tile
		Room 8 Type	Laundry
		Room 8 Level	Main
		Room 8 Dimensions	5 x 8
		Room 8 Flooring	Other
		Room 9 Type	
		Room 9 Level	
		Room 9 Dimensions	
		Room 9 Flooring	
		Room 10 Type	
		Room 10 Level	
		Room 10 Dimensions	
		Room 10 Flooring	
		Room 11 Type	
		Room 11 Level	
		Room 11 Dimensions	
		Room 11 Flooring	

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

DIRECTIONS

Directions (Andover) N. 159th & W. 13th St. - East to Home.

FEATURES

ARCHITECTURE Ranch	GARAGE Attached Opener	FIREPLACE One Woodburning	POSSESSION At Closing
EXTERIOR CONSTRUCTION Frame	FLOOD INSURANCE Unknown	KITCHEN FEATURES Eating Bar Pantry Range Hood Tile Counters	PROPOSED FINANCING Other/See Remarks
ROOF Metal	UTILITIES Septic Private Water	APPLIANCES Dishwasher Disposal	WARRANTY No Warranty Provided
LOT DESCRIPTION Irregular	BASEMENT / FOUNDATION Walk Out Below Grade No Basement Windows	MASTER BEDROOM Master Bdrm on Main Level Sep. Tub/Shower/Mstr Bdrm Two Sinks	OWNERSHIP Individual
FRONTAGE Paved Frontage	BASEMENT FINISH Bsmt Rec/Family Room Bsmt Storage	AG OTHER ROOMS Foyer	PROPERTY CONDITION REPORT Yes
EXTERIOR AMENITIES In Ground Pool Swimming Pool Equipment Ag Outbuilding(s) Corral Patio Fence-Other/See Remarks Horses Allowed Sidewalks Storm Door(s) Storm Shelter Outbuildings	COOLING Electric Geothermal	LAUNDRY Main Floor 220-Electric Wash Sink	DOCUMENTS ON FILE Lead Paint Sellers Prop. Disclosure
	HEATING Electric Geothermal	INTERIOR AMENITIES Ceiling Fan(s) Closet-Walk-In	SHOWING INSTRUCTIONS Appt Req-Call Showing #
	DINING AREA Eating Bar Eating Space in Kitchen Living/Dining Combo		LOCKBOX None
			TYPE OF LISTING Excl Right w/o Reserve
			AGENT TYPE Sellers Agent

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	\$4,541.84	Home Warranty Purchased	Unknown
General Tax Year	2023	Earnest \$ Deposited With	Security 1st Title
Yearly Specials	\$0.00		
Total Specials	\$0.00		

REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, October 15th, 2024 at 2 PM (cst) | BIDDING CLOSING: Thursday, October 24th, 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!!! LOCATION LOCATION LOCATION!!! What an amazing opportunity to purchase nearly 40 acres in Butler County! This prime real estate sits between East Wichita and Andover on 13th Street, just outside each of those city limits. It has been 50 years since this property, "13 Ranch," has been available so you will not want to miss out on this rare chance! EXTERIOR FEATURES: 38.7 +/- Acres 3-Bedroom, 3.5 Bathroom Home Garage/Shop w/ an Overhead Door Covered Livestock Pens Loafing Shed Corral Pond Approx 5-6 Ft Deep Pipe Fencing & Cross Fencing Windmill (Need some Repairs) Outdoor Dog Kennels Native Prairie Grass Consisting of Big & Little Bluestem Two Automatic Stockwaters HOME: 2,606 +/- Square Feet Attached 2-Car Garage Double Front Doors Wood Beamed Ceilings Dining Room w/ Built-In Buffet w/ A Sink & Space for an Ice Maker Living Room w/ Floor to Ceiling Stone Wood-Burning Fireplace Galley-Style Kitchen w/ Eating Space, Tile Countertops & Backsplash, & Pantry Half Bathroom Large Primary Bedroom w/ Built-In Desk & Ensuite w/ Vaulted Ceilings, Two Sinks, a Walk-In Shower, a Soaker Tub & Outside Access Convenient Main-Floor Laundry Room Off of the Primary Bedroom w/ Wash Sink Two Sizable Additional Bedrooms each w/ its own Ensuite Partial Basement w/ Rec/Family Room & Storage Room w/ Workshop Space Backyard Patio In-Ground Pool w/ Diving Board (20 x 40 & Auto Cover) ADDITIONAL FEATURES: Within 5-Minutes of Andover Schools 5-Minute Drive to K-96 5-Minute Drive to Kellogg Buyer's Choice: \$100,000 earnest money deposit at the time of contracting with a closing on or before 30 days from the date of sale. \$150,000 earnest money deposit at the time of contracting with a closing on or before 45 days from the date of sale. Sellers will consider a plan whereby they remain in possession on mutually agreed terms. Otherwise will vacate property 90 days past closing. The attached covenants were recorded in order to restrict the height of equipment, lighting, screening, sound muffling, etc. of the concrete company to the East of the property. Subject property is a "Benefited" property of these covenants, they are not restrictive of this property and will not show on the title work. The pool has not been open in approximately 2 years. Property is served by well and septic. City water line is across 13th Street. Heat pump runs on well water. Currently 1 cut per year on hay bailing, done on a handshake agreement. Light fixture in primary bedroom with the purple globe does not transfer to the buyer. *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 \$100,000 for a 30-day closing or \$150,000 for a 45-day closing.

AUCTION

Type of Auction Sale	Reserve	Method of Auction	Online Only
Auction Location	www.mccurdy.com	Auction Offering	Real Estate Only
Auction Date	10/15/2024	Auction Start Time	2:00 PM
Broker Registration Req	Yes	Buyer Premium Y/N	Yes
Premium Amount	0.10	Earnest Money Y/N	Yes
Earnest Amount %/\$	100,000.00	1 - Open for Preview	
1 - Open/Preview Date		1 - Open Start Time	
1 - Open End Time			

TERMS OF SALE

Terms of Sale

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES



Aerial View





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.

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.

Seller's Property Disclosure

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 1111 W. 13th St. - Andover, KS 67002

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.

I, the Seller, hereby 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	Transfer Working	Not Working	Don't Know			None	Does Not	Transfer Working	Not Working	Don't Know									
						Disposal						Smoke/Fire Detectors								
						Dishwasher						Light Fixtures								
						Oven						Switches/Outlets								
						Range (Circle One) Gas Electric						Ceiling Fan(s)								
						Microwave						Bathroom Vent Fan(s) ONE								
						Built in (Circle One) YES NO						Telephone Wiring/Blocks/Jacks								
						Range Hood						Door Bell								
						Vented Outside (Circle One) YES NO						Intercom NONE								
						Kitchen Refrigerator						Garage Door Opener								
						Clothes Washer						# of Remotes: 2	Keypad Entry: (Circle One) YES NO							
						Clothes Dryer						Aluminum Wiring SOME								
						Trash Compactor NONE						Copper Wiring SOME								
						Central Vacuum NONE						220 Volt								
						Exterior Attached Gas Grill NONE						200 W	Service Panel Total Amps							
						Other: _____						Solar Equipment - (Circle One) Own Rent/Lease								
						Other: _____						Company NONE								
						Other: _____						Wind - (Circle One) Own Rent/Lease NONE								
						Other: _____						Hydroelectric - (Circle One) Own Rent/Lease NO NE								
						Comments:						Security System - (Circle One) Own Rent/Lease								
												Company NONE								
												Audio/Video Surveillance System NONE								

Rev 12/23

SELLER'S INITIALS: TS

Pg 1 of 7

SELLER'S INITIALS: DL

#1004

BUYER'S INITIALS: _____

WATER/SEWAGE SYSTEMS (See Part II Also)						HEATING & COOLING SYSTEMS					
TRANSFERS TO BUYER						TRANSFERS TO BUYER					
None	Does Not Transfer	Working	Not Working	Don't Know	Smart Device	None	Does Not Transfer	Working	Not Working	Don't Know	Smart Device
Indicate the condition of the following items by marking the appropriate boxes.						Indicate the condition of the following items by marking the appropriate boxes.					
☐	☐	☒	☐	☐	☐	☐	☐	☒	☐	☐	☐
Sewage Systems						Cooling System BOSCH					
Sump Pump						Type WATER SOURCE HEAT PUMP					
Backup Sump Pump/Battery NONE						Age 4 1/2 YR.					
Plumbing						Heating System SAME					
Type COPPER						Type					
Water Heater (Circle One) Elect Gas						Age					
Size & Age 50 GAL 9YR						Window/Wall Air Conditioning Units NONE					
Instant Hot Water NONE						Electronic Air Filter NONE					
Water Softener NONE						Humidifier NONE					
(Circle One) Own Rent/Lease						Fireplace					
Company						Fireplace Insert NONE					
Water Purifier/Reverse Osmosis NONE						Wood burning Stove NONE					
Underground Sprinkler System NONE						Chimney/Flue - Date Last Cleaned UK					
Backflow Device (Circle One) YES NO						Gas Log Lighter NONE					
Date Last Tested or Inspected						Whole House Attic Fan NONE					
Pool Equipment						Solar Equipment - (Circle One) Own Rent/Lease					
Hot Tub/Spa NONE						Company NONE					
Comments:						Geothermal WATER SOURCE					
						Propane Tank - (Circle One) Own Rent/Lease					
						Company NONE					
						Comments:					
MEDIA						SMART DEVICES					
TRANSFERS TO BUYER						Any additional smart technology devices not covered in this form to transfer with the property, and any additional comments. Please list below:					
None	Does Not Transfer	Working	Not Working	Don't Know	Smart Device						
☐	☐	☐	☐	☒	☐						
Satellite Dish											
# of Rcvrs/Remotes											
Attached Antennas NONE											
Cable TV Wiring/Jacks											
Attached Television Mount(s) NONE											
Projector(s) NONE											
Projector Screen(s) NONE											
Surround Sound Speakers NONE											
Wired for Surround Sound NO											
Comments:						Any Additional Comments for Part I.					

BUYER'S INITIALS: _____

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
			<i>To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)</i>
☐	☒	☐	Movement, shifting, deterioration or other problems with walls or foundation?
☒	☐	☐	Cracks or flaws in the walls, floors or foundation? <u>MINOR IN WALL</u>
☐	☒	☐	Problems with driveways, walkways, patios, retaining walls, party walls?
☐	☒	☐	Problems with operation of windows or doors, or broken seals?
☐	☒	☐	Any corrective actions to items in this section? (Example - Piering, bracing, etc.)
☐	☒	☐	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☒	☐	☐	Is there insulation in the walls?
☐	☒	☐	Is there insulation in the floors?
Additional Comments:			

YES	NO	DON'T KNOW	SECTION 2 ROOF/INSULATION
			Age: <u>8</u> Type: <u>STEEL</u>
☐	☒	☐	To your knowledge, are there any ☐ PAST ☐ PRESENT roof leaks? (Mark One) If any, identify details below.
☒	☐	☐	During your ownership, has the roof ever been ☒ REPLACED? ☐ REPAIRED? (Mark One) If YES, Date: <u>2016</u> (Identify details below.)
☐	☐	☒	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☐	☒	☐	Do you know of any problems with chimneys or chases? (If YES, explain below.)
☐	☒	☐	Do you know of any problems with roof, roof structure or rain gutters? (If YES, explain below.)
☒	☐	☐	Is there insulation in the ceiling/attic?
Additional Comments:			

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.			
			<i>To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)</i>
☐	☐	☒	Presence of any mold/mildew in the property?
☐	☒	☐	Any problems created by mold or mildew for occupants of the structure during your ownership?
☐	☒	☐	Have you had any inspections for mold or mildew? If YES, Date: _____ (If YES, explain below.)
☐	☒	☐	Have you received any reports pertaining to mold or mildew on or within the structure? (If YES, attach.)
☐	☒	☐	Has the property had any professional mold remediation during your ownership? If YES, Date: _____
Additional Comments:			

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

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

YES	NO	DON'T KNOW	SECTION 4 WATER/SEWAGE SYSTEMS	
☐	☒	☐	Is the property connected to City Water?	
☐	☒	☐	Is the property connected to Rural Water? If YES, Transfer Fee: _____ District: _____	
☒	☐	☐	Is the property connected to any private water systems? (Mark all that apply.)	
☒	☐	☐	☒ Drinking Well	☐ Irrigation Well ☐ Geo-Thermal Well
☒	☐	☐	Working? Type: _____ Location: <u>5 YARDS FROM HOUSE</u> Depth: <u>2125 FT.</u>	
☒	☐	☐	Working? Type: _____ Location: <u>100 YARD FROM HOUSE</u> Depth: <u>2125 FT.</u>	
☐	☐	☐	Working? Type: _____ Location: _____ Depth: _____	
☐	☒	☐	Has the water in any wells shown test results of contamination? (If YES, explain below.)	
☐	☒	☐	Is the property connected to a public sewer system? If shared lagoon/septic system, explain below.	
☒	☐	☐	Is the property connected to a septic system? Date Last Pumped: <u>UK</u>	
			Tank Size: <u>11K</u> Location: <u>SOUTH OF HOUSE</u>	
			# feet laterals: <u>1000</u> # Feet infiltrators: _____ Location: <u>SOUTH OF TANK</u>	
☐	☒	☐	Is the property connected to a lagoon system? Location: _____	
☐	☒	☐	Is the property connected to some other type of waste disposal system? (If YES, explain below.)	
☐	☒	☐	Has the main waste disposal line ever been snaked or scoped?	
☐	☐	☒	To your knowledge, is there any problem relating to the waste disposal system?	
Additional Comments:				

YES	NO	DON'T KNOW	SECTION 5 WATER INTRUSION/LEAKS	
To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)				
☐	☒	☐	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.? <u>PAST & REPAIRED</u>	
☐	☒	☐	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 <u>PAST & REPAIRED</u>	
☐	☒	☐	Any accumulation of water within the basement/crawl space?	
☒	☐	☐	Sump Pump(s) Location(s): <u>BASEMENT</u>	
☐	☐	☒	Drain Tiles (If YES, mark all that apply.) ☐ INTERIOR ☐ EXTERIOR	
Additional Comments:				

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>BETTS</u>	Warranty Expiration Date: <u>UK</u>
☐	☒	☐	Any wood destroying insects control reports in the last 5 years? (If YES, explain below.)	
☐	☒	☐	Any professional wood destroying insects control treatments in the last 5 years? (If YES, explain below.)	
☐	☒	☐	Any pest control reports in the last 5 years? (If YES, explain below.)	
☒	☐	☐	Any professional pest control treatments in the last 5 years? (If YES, explain below.) <u>SENTRICON</u>	
Additional Comments:				

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

181 SECTION 7

182 ENVIRONMENTAL CONDITIONS

YES	NO	DON'T KNOW	
☐	☒	☐	183 Is the property located in a subdivision with a master drainage plan?
☐	☐	☐	184 If YES, is the property in compliance?
☐	☒	☐	185 Has the property ever had any drainage problems during your ownership? (If YES, explain below.)
☒	☐	☐	186 Are there any producing or non-producing gas/oil wells on the property or adjacent property? PLUGGED WELL ON ADJACENT
☒	☐	☐	187 Do mineral rights convey to buyer? If NO, please define: _____
			188 Groundwater contamination has been detected in several areas in the State of Kansas.
☐	☒	☐	189 Are you aware of groundwater contamination or other environmental concerns?
☐	☐	☒	190 Any reports or records pertaining to groundwater contamination or other environmental concerns?
☒	☐	☐	191 Are there any diseased or dead trees and shrubs? DEAD TREES
			192 To your knowledge, are any of the following substances, materials, products on the real property? (YES or NO Only.)
☐	☒	☐	193 Asbestos
☐	☒	☐	194 Contaminated soil or water (including drinking water)
☐	☒	☐	195 Landfill or buried materials
☐	☒	☐	196 Lead-based paint (If YES, attach disclosure.)
☐	☒	☐	197 Radon gas in house or well Has a mitigation system been installed? (Mark One) ☐ YES ☐ NO
☐	☒	☐	198 Methane Gas
☐	☒	☐	199 Oil sheers in wet areas
☐	☒	☐	200 Radioactive material
☐	☒	☐	201 Toxic material disposal (solvents, chemicals, etc.)
☐	☒	☐	202 Underground fuel or chemical storage tanks
☐	☒	☐	203 EMFs (Electro Magnetic Fields)
☐	☒	☐	204 Urea formaldehyde foam insulation (UFFI)
☐	☐	☐	205 Other: _____
☐	☒	☐	206 Are you aware if any portion of the property has ever been used for the manufacture of, or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy, LSD or any other illegal substances?
☐	☐	☒	207 To your knowledge, are any of the above conditions present near your property?
208 Comments:			
209			
210			
211			

212 SECTION 8

213 BOUNDARIES/LAND

YES	NO	DON'T KNOW	
☒	☐	☐	214 Have you had a survey of the property? (If YES, attach copy if available.) PARTIAL
☒	☐	☐	215 Are the boundaries of your property marked in any way?
☒	☐	☐	216 Is there any fencing on the boundaries of the property? SOME
☒	☐	☐	217 Does fencing belong to the property? If YES, which sides? _____
☐	☒	☐	218 Are there any features of the property shared in common with adjoining landowners, such as, walls, fences, roads, driveways? (If YES, explain below.)
☐	☐	☐	219 Is the property owner responsible for maintenance of any such shared feature(s)?
☐	☐	☒	220 To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
☐	☒	☐	221 To your knowledge, is any portion of the property located in a federally designated flood plain?
☐	☒	☐	222 Do you currently, or have you ever, paid flood insurance for the property?
☐	☒	☐	223 To your knowledge, is any portion of the property located in a designated wetlands area?
☐	☒	☐	224 Do you know of any of the following items that have occurred on the property or in the immediate area? (Mark all that apply.)
			225 ☐ EXPANSIVE SOIL ☐ EARTH MOVEMENT
			226 ☐ FILL DIRT ☐ UPHEAVAL
			227 ☐ SLIDING ☐ EARTH STABILITY PROBLEMS
			228 ☐ SETTLING
229 Comments:			
230			
231			
232			
233			

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: REPLACED ROOF
- ☐ ☐ ☒ Is there any unrepaired damage due to hail, storm, wind, fire or flood?
- ☐ ☐ ☒ Are there any stains, tears, burns, holes, etc., in the property that are not readily visible?
- ☒ ☐ ☐ Does a pet(s) reside or has a pet(s) ever resided in or on the property?
- ☒ ☐ ☐ Is there any damage due to pets, interior/exterior, including, but not limited to, odors, stains, etc.?
- ☒ ☐ ☐ Do all window and door treatments remain? If NO, please list: _____
- ☐ ☒ ☐ Does any other personal property remain? If YES, please list: _____
- ☒ ☐ ☐ Does the property contain any of the following? (Mark all that apply.)
- ☒ ☐ ☐ ☒ Swimming Pool ☐ Spa ☐ Hot Tub ☐ Sauna ☐ Water Feature
- ☐ ☒ ☐ If YES, are either of the following heated? ☐ Swimming Pool ☐ Spa If yes, type of heat? _____
- ☐ ☒ ☐ Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature?
Explain: _____
- ☐ ☒ ☐ Is the property in a 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: Paul Swartz 8/26/24 SELLER: Katherine Swartz 8/26/24
 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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Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

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

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

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

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

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

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

Purchaser's Acknowledgment (initial)

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

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

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

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

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) *BCM* Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<i>Paul Swartz</i>	<i>8/9/24</i>	<i>Katherine Swartz</i>	<i>8/9/24</i>
Seller	Date	Seller	Date
<i>[Signature]</i>	<i>8/9/24</i>		
Purchaser	Date	Purchaser	Date
<i>[Signature]</i>	<i>8/9/24</i>	Agent	Date



McCurdy
REAL ESTATE & AUCTION

WATER WELL INSPECTION REQUIREMENTS

Property Address: 1111 W. 13th St. - Andover, KS 67002

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 ☐ 2 WELLS

If yes, what type? Irrigation ☐ Drinking ☒ Other ☒

Location of Well: DOMESTIC WATER SOURCE HEATPUMP
NORTH OF HOUSE & 100 YD N OF HOUSE

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

If yes, what type? Septic ☒ Lagoon ☐

Location of Lagoon/Septic Access: SOUTH OF HOUSE

Paul Sweet 8/9/24
Owner/Seller Date

Katherine Swartz 8/9/24
Owner/Seller Date

Buyer Date

Buyer Date

GROUNDWATER / ENVIRONMENTAL ADDENDUM

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

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

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

6 1111 W. 13th St., Andover, KS 67002

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

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

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

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

12 _____ Known groundwater contamination or other environmental concerns are:
13
14

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

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

18 _____ Seller has provided the Buyer with all available records and reports pertaining to
19 groundwater contamination or other environmental concerns (list document below):
20
21

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

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

24 CERTIFICATION

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

28 Paul Smith 8/9/24
29 Seller Date

Buyer Date

30 Robertine A. Smith 8/9/24
31 Seller Date

Buyer Date

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AVERAGE MONTHLY UTILITIES MISCELLANEOUS INFORMATION

Property Address: 1111 W. 13th St. - Andover, KS 67002 (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>EVERGY</u>	<u>\$190.</u>
Water & Sewer:	<u>NONE</u>	
Gas Propane:	<u>NONE</u>	

If propane, is tank owned or leased? Owned Leased

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

Appliances that Transfer:

Refrigerator?	Yes	<u>No</u>
Dishwasher?	<u>Yes</u>	<u>No</u>
Stove/Oven?	Yes	<u>No</u>
Microwave?	Yes	<u>No</u>

Washer?	Yes	<u>No</u>
Dryer?	Yes	<u>No</u>
Other?		

Homeowners Association: Yes No

Dues Amount: _____ Yearly Monthly Quarterly

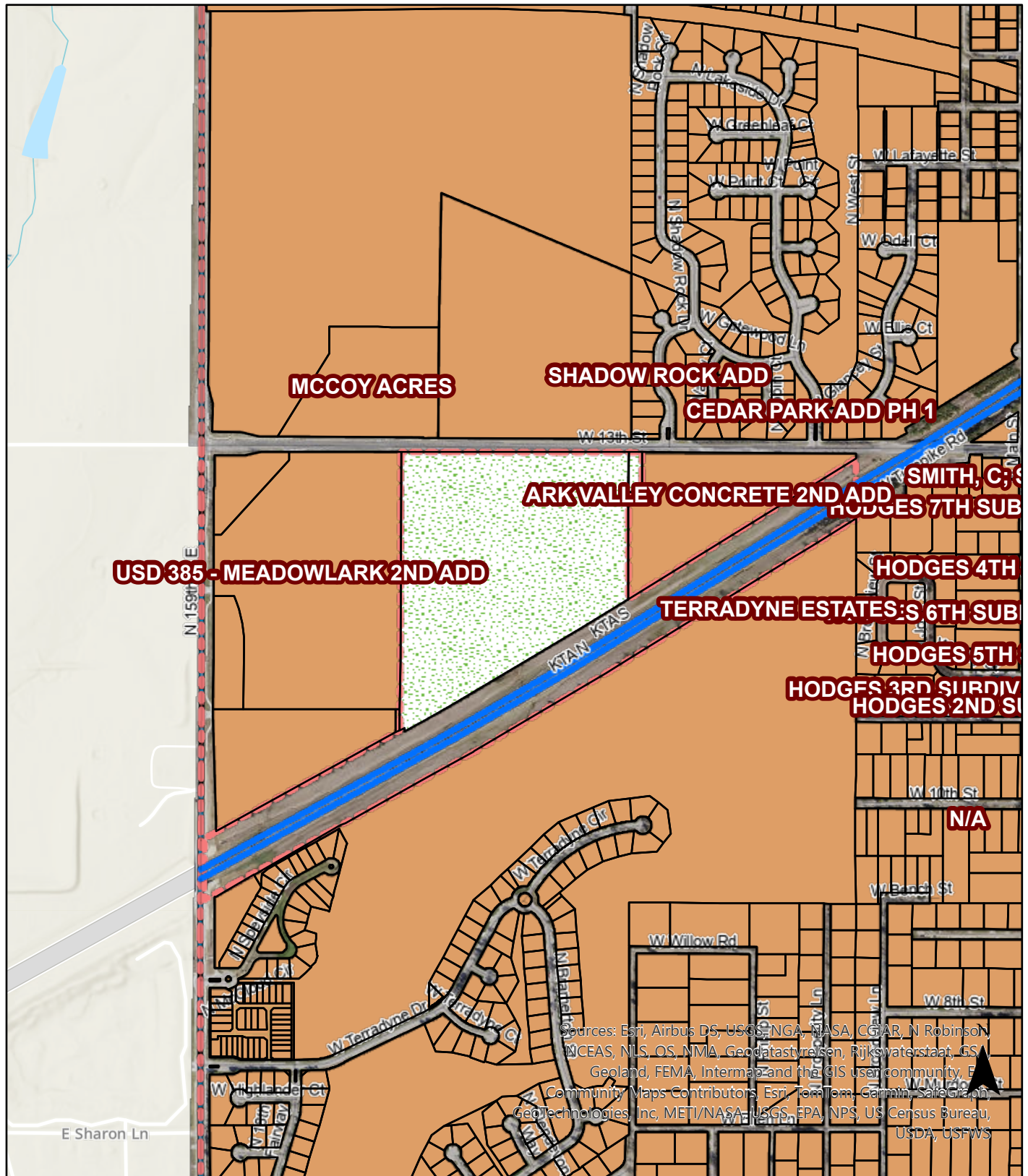
Initiation Fee: _____

Are there any permanently attached items that will not transfer with the Real Estate (e.g. projector, chandelier, etc.)? HANGING LIGHT FIXTURE IN MASTER BEDROOM

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.

1111 W. 13th St., Andover, KS 67002 - Zoning

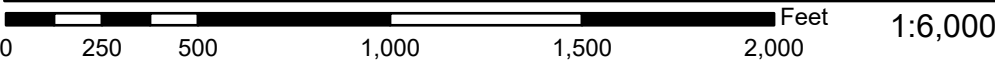
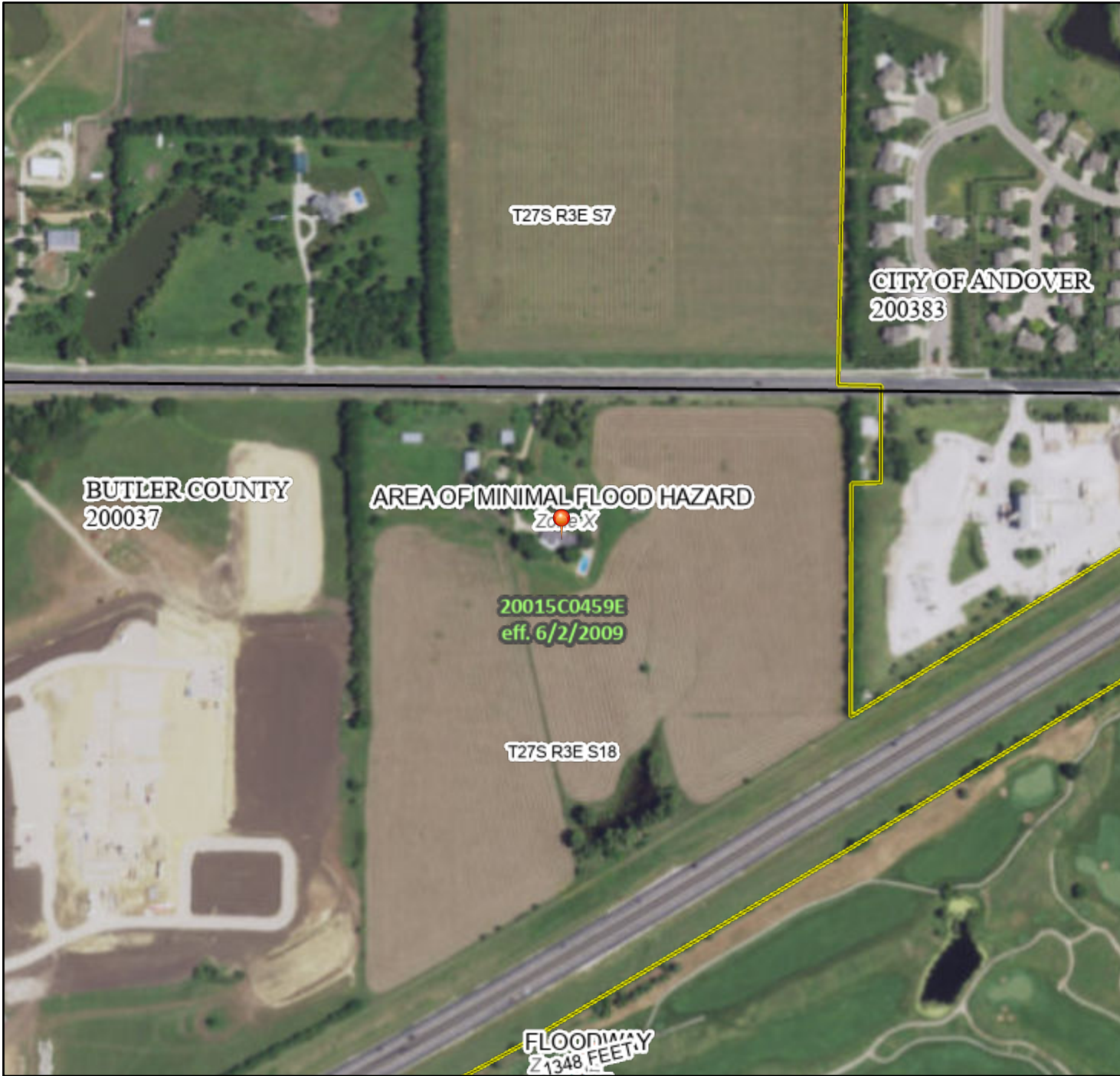
AG-40 Agricultural District 40



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

National Flood Hazard Layer FIRMMette

97°9'8"W 37°42'41"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
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



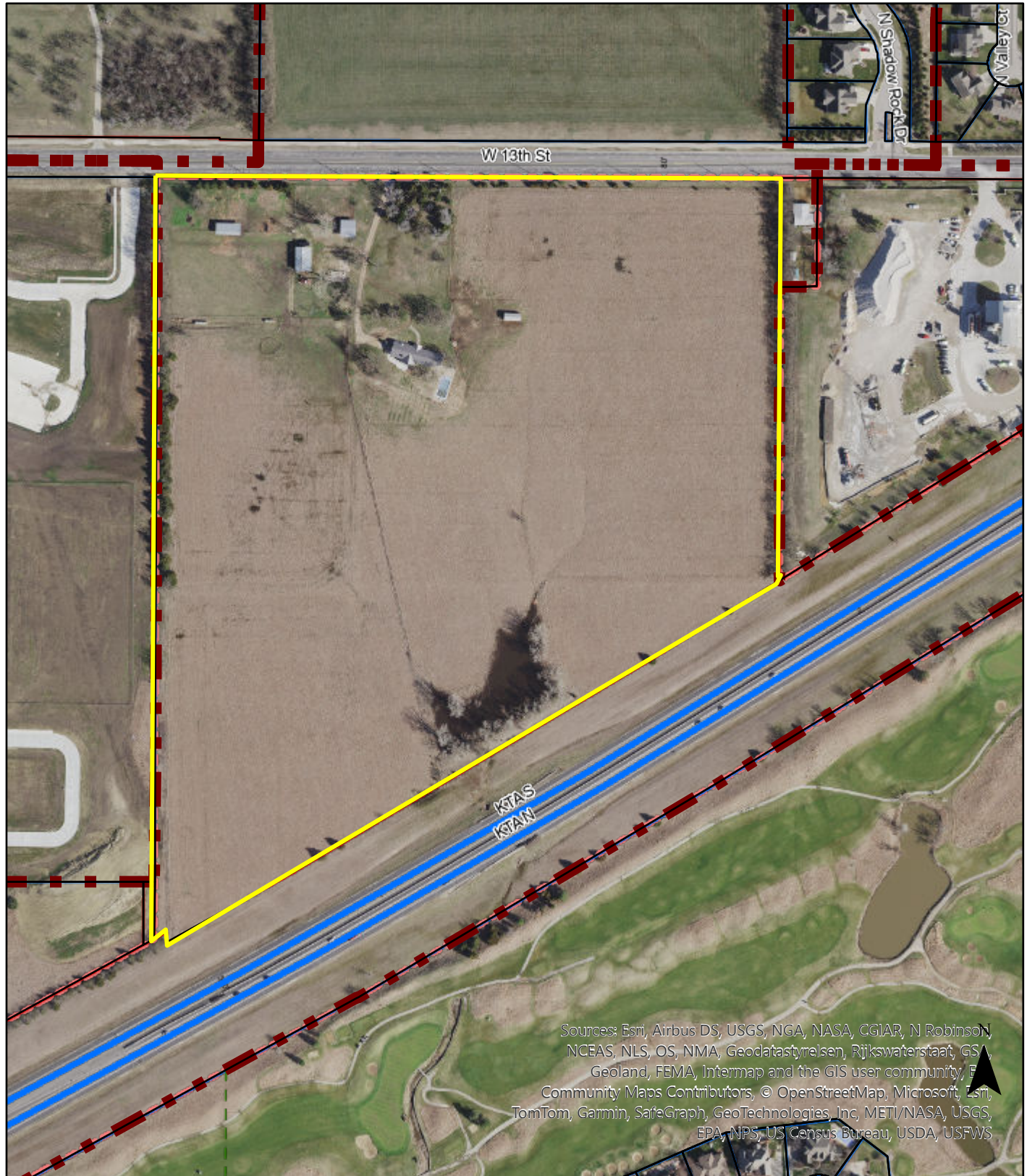
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

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 6/6/2024 at 11:18 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.

1111 W. 13th St., Andover, KS 67002 - Aerial



Parcel Data	RoadCenterline	PAPER
BLDG LL	ROAD_TYPE	PRIVATE
Subdivisions	CITY	STATE HWY
Cemetery_Plots	COUNTY ASPHALT	TOWNSHIP
	COUNTY GRAVEL	US HWY
	KANSAS TURNPIKE	<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.

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)*

