

# PROPERTY INFORMATION PACKET | THE DETAILS



**217 S. Douglas | Lyons, KS 67554**

AUCTION: BIDDING OPENS: Thurs, Sept 16<sup>th</sup> @ 2:00 PM

BIDDING CLOSES: Thurs, Oct 7<sup>th</sup> @ 2:10 PM

12041 E. 13th St. N., Wichita, KS, 67206  
316.867.3600 • 800.544.4489  
[www.McCurdyAuction.com](http://www.McCurdyAuction.com)



**McCurdy**  
AUCTION L.L.C.  
REAL ESTATE SPECIALISTS



## Table of Contents

- PROPERTY DETAIL PAGE
- SELLERS DISCLOSURE ACKNOWLEDGEMENT
- LEAD-BASED PAINT DISCLOSURE
- WATER WELL ORDINANCE
- GROUNDWATER ADDENDUM
- SECURITY 1<sup>ST</sup> TITLE WIRE FRAUD ALERT
- ZONING MAP
- FLOOD ZONE MAP
- AERIAL MAP
- TERMS AND CONDITIONS
- 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. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid.

**ALL FIELDS CUSTOMIZABLE**



**MLS #** 602145  
**Status** Active  
**Contingency Reason**  
**Area** OUT - Out of Area  
**Address** 217 S Douglas  
**City** Lyons  
**Zip** 67554  
**Asking Price** \$0  
**Picture Count** 36



**KEYWORDS**

<b>AG Bedrooms</b> 2	<b>Approx. AGLA</b> 1026
<b>Total Bedrooms</b> 2.00	<b>AGLA Source</b> Court House
<b>AG Full Baths</b> 2	<b>Approx. BFA</b> 846.00
<b>AG Half Baths</b> 0	<b>BFA Source</b> Court House
<b>Total Baths</b> 2	<b>Approx. TFLA</b> 1,872
<b>Garage Size</b> 2	<b>Lot Size/SqFt</b> 7000
<b>Basement</b> Yes - Finished	<b>Number of Acres</b> 0.16
<b>Levels</b> One Story	
<b>Approximate Age</b> 81+ Years	
<b>Acreage</b> City Lot	

**GENERAL**

<b>List Agent - Agent Name and Phone</b> Ty Patton	<b>Master Bedroom Level</b> Main
<b>List Office - Office Name and Phone</b> McCurdy Auction, LLC - OFF: 316-867-3600	<b>Master Bedroom Dimensions</b> 11.5 x 15.8
<b>Co-List Agent - Agent Name and Phone</b>	<b>Master Bedroom Flooring</b> Carpet
<b>Co-List Office - Office Name and Phone</b>	<b>Living Room Level</b> Main
<b>Showing Phone</b> 1-800-301-2055	<b>Living Room Dimensions</b> 13.2 x 21.6
<b>Year Built</b> 1872	<b>Living Room Flooring</b> Carpet
<b>Parcel ID</b> 00740-01700	<b>Kitchen Level</b> Main
<b>School District</b> Lyons School District (USD 405)	<b>Kitchen Dimensions</b> 11.4 x 10.6
<b>Elementary School</b> Lyons Central	<b>Kitchen Flooring</b> Laminate - Other
<b>Middle School</b> Lyons	<b>Room 4 Type</b> Bedroom
<b>High School</b> Lyons	<b>Room 4 Level</b> Main
<b>Subdivision</b> LYONS	<b>Room 4 Dimensions</b> 10.11 x 8.9
<b>Legal</b>	<b>Room 4 Flooring</b> Carpet
<b>List Date</b> 9/2/2021	<b>Room 5 Type</b> Bonus Room
<b>Display Address</b> Yes	<b>Room 5 Level</b> Basement
<b>Sub-Agent Comm</b> 0	<b>Room 5 Dimensions</b> 12.5 x 9.9
<b>Buyer-Broker Comm</b> 3	<b>Room 5 Flooring</b> Carpet
<b>Transact Broker Comm</b> 3	<b>Room 6 Type</b> Family Room
<b>Variable Comm</b> Non-Variable	<b>Room 6 Level</b> Basement
<b>Days On Market</b> 14	<b>Room 6 Dimensions</b> 18.1 x 24.7
<b>Input Date</b> 9/16/2021 10:03 AM	<b>Room 6 Flooring</b> Carpet
<b>Update Date</b> 9/16/2021	<b>Room 7 Type</b> Bonus Room
<b>Status Date</b> 9/16/2021	<b>Room 7 Level</b> Basement
<b>Price Date</b> 9/16/2021	<b>Room 7 Dimensions</b> 5.6 x 18.8
	<b>Room 7 Flooring</b> Concrete
	<b>Room 8 Type</b>
	<b>Room 8 Level</b>
	<b>Room 8 Dimensions</b>
	<b>Room 8 Flooring</b>
	<b>Room 9 Type</b>
	<b>Room 9 Level</b>
	<b>Room 9 Dimensions</b>
	<b>Room 9 Flooring</b>
	<b>Room 10 Type</b>
	<b>Room 10 Level</b>
	<b>Room 10 Dimensions</b>
	<b>Room 10 Flooring</b>
	<b>Room 11 Type</b>
	<b>Room 11 Level</b>
	<b>Room 11 Dimensions</b>
	<b>Room 11 Flooring</b>

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

## DIRECTIONS

Directions (Lyons) E. Main St. & S. Grand Ave - West to N. Douglas, South to Home.

## FEATURES

### ARCHITECTURE

Traditional

### EXTERIOR CONSTRUCTION

Frame

### ROOF

Composition

### LOT DESCRIPTION

Standard

### FRONTAGE

Paved Frontage

### EXTERIOR AMENITIES

Covered Patio

Fence-Wood

### GARAGE

Detached

### FLOOD INSURANCE

Unknown

### UTILITIES

Sewer

Natural Gas

Public Water

## FINANCIAL

Assumable Y/N	No
Currently Rented Y/N	No
Rental Amount	
General Property Taxes	\$837.58
General Tax Year	2020
Yearly Specials	\$50.00
Total Specials	\$50.00

### BASEMENT / FOUNDATION

Full

Std Bsmt Window no-egress

### BASEMENT FINISH

1 Bath

Bsmt Rec/Family Room

Dry Bar

Bsmt Storage

1 Add. Finished Room

### COOLING

Central

Electric

### HEATING

Forced Air

Gas

### DINING AREA

Eating Space in Kitchen

Living/Dining Combo

### KITCHEN FEATURES

Electric Hookup

Laminate Counters

### APPLIANCES

Dishwasher

Range/Oven

Washer

### MASTER BEDROOM

Master Bdrm on Main Level

### AG OTHER ROOMS

Mud Room

### LAUNDRY

Basement

Separate Room

220-Electric

### INTERIOR AMENITIES

Ceiling Fan(s)

Closet-Walk-In

Window Coverings-All

### POSSESSION

At Closing

### PROPOSED FINANCING

Other/See Remarks

### WARRANTY

No Warranty Provided

### OWNERSHIP

Individual

### PROPERTY CONDITION REPORT

No

### DOCUMENTS ON FILE

Lead Paint

### SHOWING INSTRUCTIONS

Appt Req-Call Showing #

### LOCKBOX

Combination

### TYPE OF LISTING

Excl Right w/o Reserve

### AGENT TYPE

Sellers Agent

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

## MARKETING REMARKS

**Marketing Remarks** This property is offered by Ty Patton with McCurdy Auction, LLC. Office: 316-867-3600 Email: tpatton@mccurdyauction.com. Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | BIDDING OPENS: Thursday, September 16th, 2021 at 2:00 PM (cst) | BIDDING CLOSES: Thursday, October 7th, 2021 at 2:10 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!!! NO MINIMUM, NO RESERVE!!! 2 bedroom, 2 bathroom traditional home in Lyons, Kansas. The home features a covered front porch, a detached 2 car garage, a storage shed, and a covered patio area in the backyard. Inside the home is a spacious living/dining room combination that opens up to the kitchen which includes the dishwasher and oven. The main level of the home provides two bedrooms, a huge walk-in closet, and a full bathroom with a tub. Head downstairs to the full finished basement that has a rec/family room with a dry bar, a bonus room, and a full bathroom with a walk-in shower. There is also a storage room with a washer. \*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. 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 seller's agents was obtained from a variety of sources and neither seller nor seller's agents have made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. 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 \$5,000.

## AUCTION

Type of Auction Sale	No Minimum - No Reserve	Method of Auction	Online Only
Auction Location	www.mccurdyauction.com	Auction Offering	Real Estate Only
Auction Date	9/16/2021	Auction Start Time	2:00 PM
Broker Registration Req	Yes	Buyer Premium Y/N	Yes
Premium Amount	0.10	Earnest Money Y/N	Yes

**AUCTION**

Earnest Amount %/\$ 5,000.00  
1 - Open/Preview Date  
1 - Open End Time

1 - Open for Preview  
1 - Open Start Time

**TERMS OF SALE**

Terms of Sale

**PERSONAL PROPERTY**

Personal Property

**ADDITIONAL PICTURES**





## DISCLAIMER

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 2021 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.



# SELLER'S PROPERTY DISCLOSURE ACKNOWLEDGEMENT

Property Address: 217 S. Douglas - Lyons, KS 67554 (the "Real Estate")

By signing below, Seller acknowledges that Seller has elected not to complete a Seller's Property Disclosure because they have never occupied the Real Estate or are otherwise not familiar enough with the Real Estate to sufficiently and accurately provide the information required to complete a Seller's Property Disclosure. Notwithstanding the lack of a completed Seller's Property Disclosure, Seller has been advised and understands that the law requires disclosure of any actual known material defect in the Real Estate to prospective buyers and that failure to do so may result in civil liability for damages. Seller accordingly discloses the following actual known material defects (if none, write "none"):

None

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**SELLER:**

Authentisign  
*Paula R. Lueske, Conservator*  
9/2/2021 11:42:07 AM CDT

09/02/2021

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Paula R. Lueske  
Print \_\_\_\_\_  
Conservatorship of David Hall  
Conservator \_\_\_\_\_  
Title \_\_\_\_\_ Company \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Print \_\_\_\_\_  
Title \_\_\_\_\_ Company \_\_\_\_\_

By signing below, Buyer acknowledges that no Seller's Property Disclosure is available for the Real Estate and that it was Buyer's responsibility to have any and all desired inspections completed prior to bidding on the Real Estate and that Buyer either performed all desired inspections or accepts the risk of not having done so.

**BUYER:**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Print \_\_\_\_\_  
Title \_\_\_\_\_ Company \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Print \_\_\_\_\_  
Title \_\_\_\_\_ Company \_\_\_\_\_

Property Address: 217 S. Douglas - Lyons, KS 67554

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

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

**Seller's Disclosure**

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
  - (i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
  - (ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
  - (i)  Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
  - (ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (initial)**

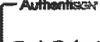
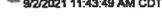
- (c)  Purchaser has received copies of all information listed above.
- (d)  Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Purchaser has (check (i) or (ii) below):
  - (i)  received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
  - (ii)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (initial)**

- (f)  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.

	09/02/2021		
Paula R. Lusk, Commissioned Seller	Date	Seller	Date
	09/02/2021		
Ty Patton	Date	Purchaser	Date
	9/2/2021 11:43:49 AM CDT		
Agent	Date	Agent	Date



# WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 217 S. Douglas - Lyons, KS 67554

DOES THE PROPERTY HAVE A WELL? YES \_\_\_\_\_ NO X

If yes, what type? Irrigation \_\_\_\_\_ Drinking \_\_\_\_\_ Other \_\_\_\_\_

Location of Well: \_\_\_\_\_

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

If yes, what type? Septic \_\_\_\_\_ Lagoon \_\_\_\_\_

Location of Lagoon/Septic Access: \_\_\_\_\_

Authentisign  
Paula R. Louche, Consentor  
9/2/2021 11:42:16 AM CDT  
Owner

09/02/2021  
Date

Owner

Date



# Security 1<sup>st</sup> Title

File #:

Property Address:

217 S. Douglas

Lyons, KS 67554

## WIRE FRAUD ALERT

### IMPORTANT! YOUR FUNDS MAY BE AT RISK

**\*\*SECURITY 1<sup>ST</sup> TITLE DOES NOT SEND WIRE INSTRUCTIONS UNLESS REQUESTED\*\***

**This Alert is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.** Realtors®, Real Estate Brokers, Title Companies, Closing Attorneys, Buyers and Sellers are targets for fraudsters to gain access to information for the purpose of wire fraud schemes. Many homebuyers have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification.

A fraudster will hack into a participant's email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the Buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain wiring instructions or routing information, and will request that the Buyer send funds to an account controlled by the fraudster.

Security 1<sup>st</sup> Title does not require your funds to be wired. We accept certified checks. If you prefer to wire, you must contact us by phone to request our wire instructions. We will give them verbally or send via SECURED email. After receipt, if you receive another email or unsolicited call purporting to alter these instructions please disregard and immediately contact us.

**\*\*\*Closing funds in the form of ACH Electronic Transfers will NOT be accepted\*\*\***

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY on emails or other communications purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.**
- **DO NOT FORWARD wire instructions to any other parties.**
- **ALWAYS VERIFY WIRE INSTRUCTIONS, specifically the ABA routing number and account number, by calling the party who is receiving the funds.**
- **DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify with a phone directory.**
- **DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.**

### ACKNOWLEDGEMENT OF RECEIPT – YOU MUST SIGN BELOW

Your signature below acknowledges receipt of this Wire Fraud Alert.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

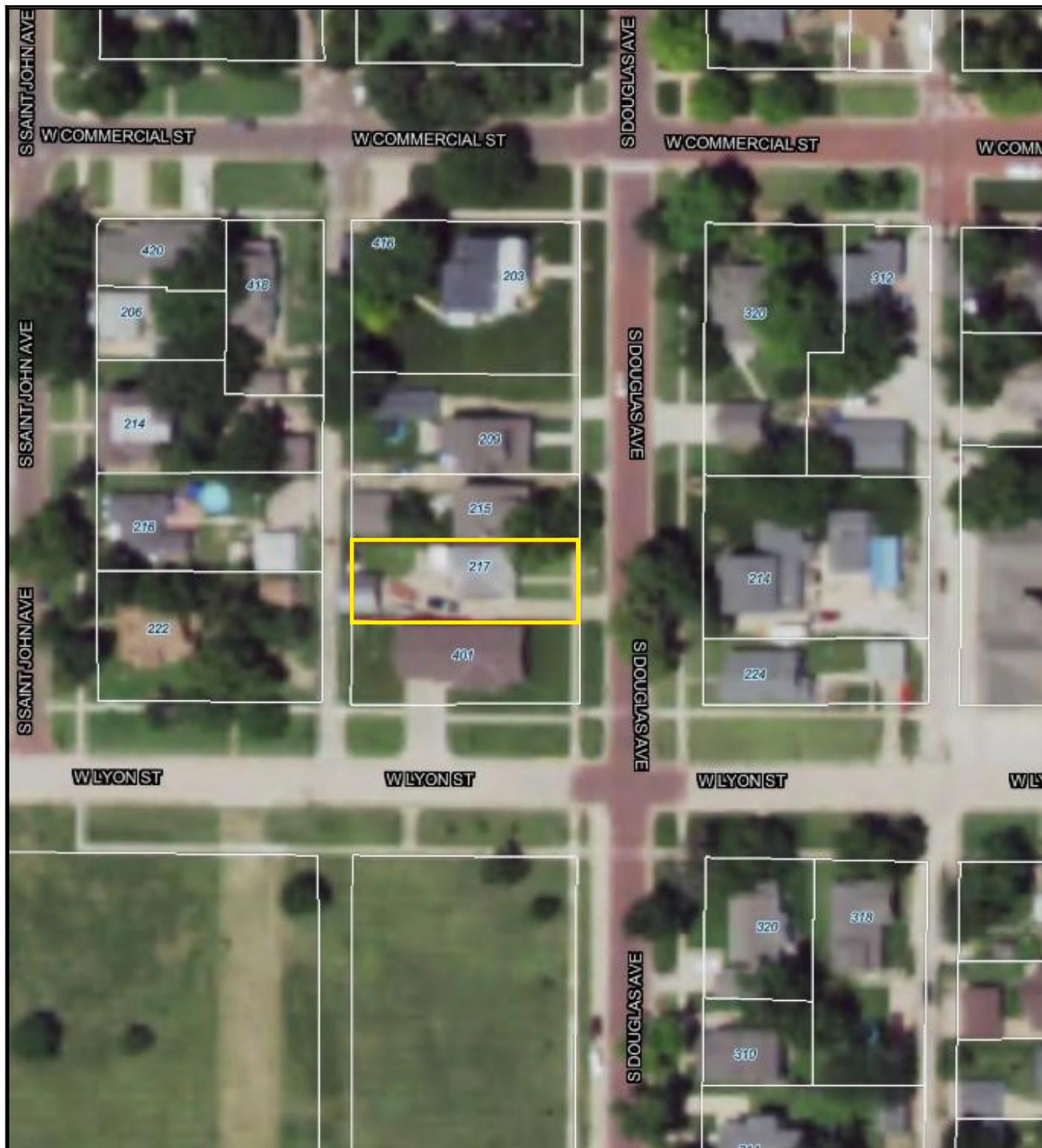
Authentisign  
Philo K. Laska, Commissioner  
9/2/2021 11:42:19 AM CDT

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:  
<http://www.fbi.gov>

Internet Crime Complaint Center:  
<http://www.ic3.gov>

# 217 S. Douglas - Lyons, KS 67554 - Zoning R2 Residential



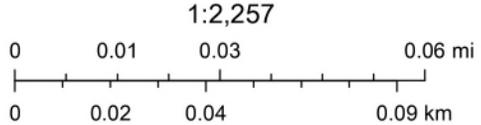
# 217 S. Douglas - Lyons, KS 67554



September 1, 2021

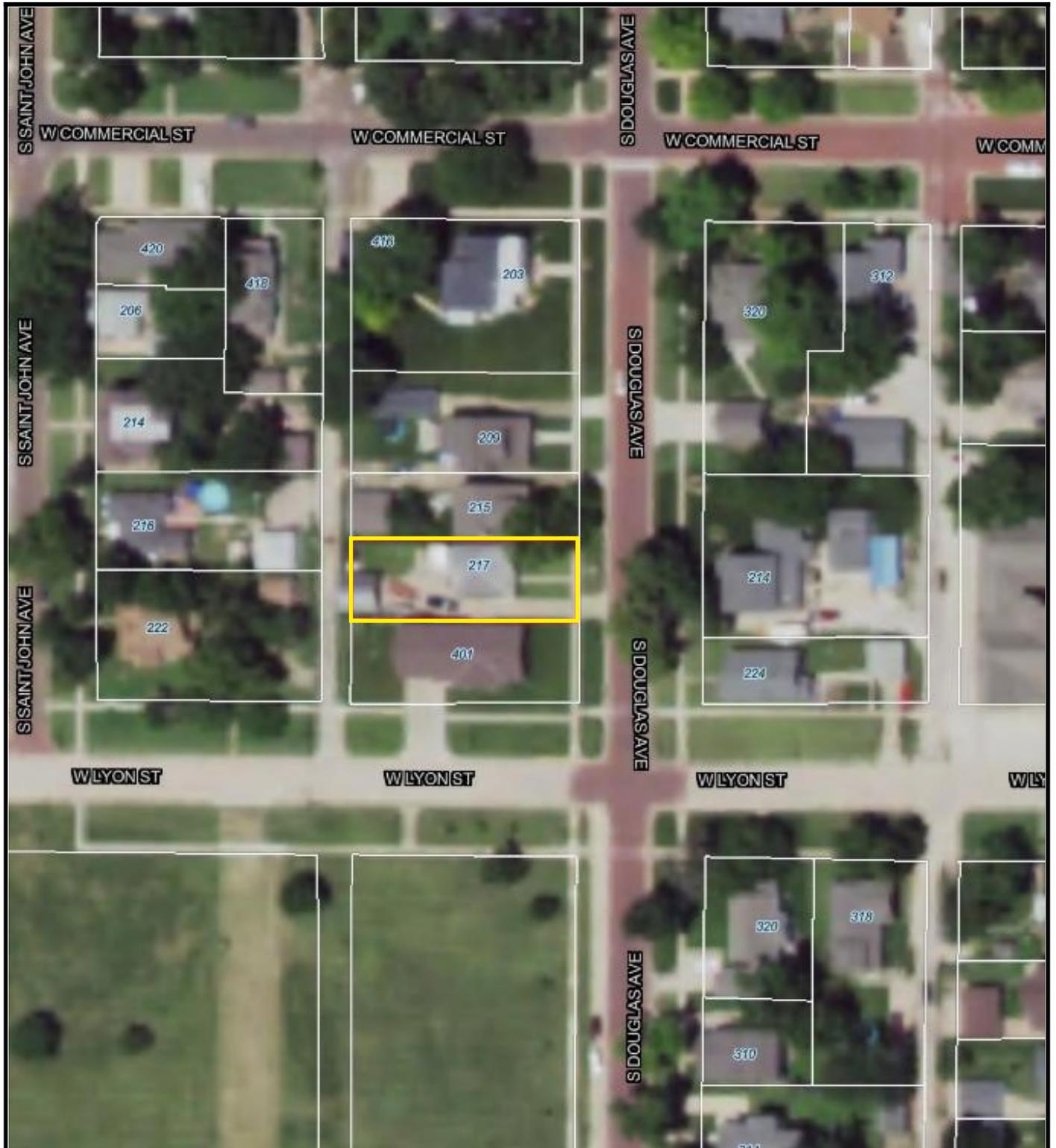
- - - User drawn lines
- 500-Year Floodplain
- SHADED ZONE X, AVERAGE DEPTH LESS THAN 1 FOOT

- Special Flood Hazard Area
- A
  - AE
  - AE, FLOODWAY
  - AH



Esri, HERE, Garmin, INCREMENT P, NGA, USGS, All Kansas PSAPs,  
 Base Flood Approximate Elevations developed by Kansas Department of  
 Copyright 2014

217 S. Douglas - Lyons, KS 67554





## 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 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. Once submitted, a bid cannot be retracted.
7. 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.
8. The Real Estate is not offered contingent upon financing.

9. 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. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. McCurdy has the right to establish all bidding increments.

18. 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.
19. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
20. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
21. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
22. 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.
23. 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@mccurdyauction.com](mailto:auctions@mccurdyauction.com).
24. 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.
25. 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.
26. 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 extend the scheduled closing time of the auction.
27. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set out in paragraph 9 of 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.

28. 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.
  
29. 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.

# 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*)

