

PROPERTY INFORMATION PACKET | THE DETAILS



7201 S. Fieldcrest St. | Clearwater, KS 67026

AUCTION: Bidding Closes: Thursday, December 3rd, 2020
@ 2:15 PM

12041 E. 13th St. N., Wichita, KS, 67206
316.867.3600 • 800.544.4489
www.McCurdyAuction.com



McCurdy
AUCTION, LLC
REAL ESTATE SPECIALISTS



Table of Contents

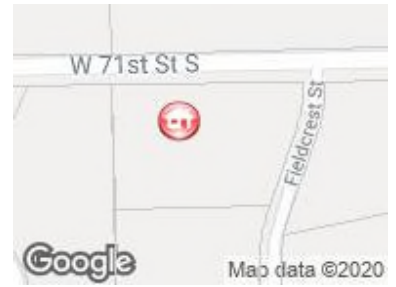
- PROPERTY DETAIL PAGE
- LEAD-BASED PAINT DISCLOSURE
- WATER WELL ORDINANCE
- GROUNDWATER ADDENDUM
- SECURITY 1ST TITLE WIRE FRAUD ALERT
- AVERAGE UTILITIES
- ZONING MAP
- FLOOD ZONE MAP
- AERIAL MAP
- TERMS AND CONDITIONS
- GUIDE TO AUCTION COSTS

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 # 589356
Status Active
Contingency Reason
Area 601
Address 7201 S FIELDCREST ST
City Clearwater
Zip 67026
Asking Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms	4	Approx. AGLA	2667
Total Bedrooms	4.00	AGLA Source	Court House
AG Full Baths	2	Approx. BFA	0.00
AG Half Baths	2	BFA Source	Court House
Total Baths	4	Approx. TFLA	2,667
Garage Size	4+	Lot Size/SqFt	219978
Basement	Yes - Unfinished	Number of Acres	5.05
Levels	1 - 1/2 Story		
Approximate Age	11 - 20 Years		
Acreage	5.01 - 10 Acres		

GENERAL

List Agent - Agent Name and Phone	BRADEN MCCURDY - OFF: 316-683-0612	Master Bedroom Level	Main
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-867-3600	Master Bedroom Dimensions	16.2 x 15.1
Co-List Agent - Agent Name and Phone		Master Bedroom Flooring	Carpet
Co-List Office - Office Name and Phone		Living Room Level	Main
Showing Phone	1-800-301-2055	Living Room Dimensions	24.7 x 15
Year Built	2003	Living Room Flooring	Carpet
Parcel ID	20173-253-06-0-11-02-011.00	Kitchen Level	Main
School District	Clearwater School District (USD 264)	Kitchen Dimensions	19.9 x 16.1
Elementary School	Clearwater West	Kitchen Flooring	Wood
Middle School	Clearwater	Room 4 Type	Bedroom
High School	Clearwater	Room 4 Level	Upper
Subdivision	SPRING CREEK ADDITION -SEDGW	Room 4 Dimensions	14.6 x 12.8
Legal	LOT 1 BLOCK 1 SPRING CREEK ADD.	Room 4 Flooring	Carpet
List Date	10/27/2020	Room 5 Type	Bedroom
Display Address	Yes	Room 5 Level	Upper
Sub-Agent Comm	0	Room 5 Dimensions	12.8 x 13.3
Buyer-Broker Comm	3	Room 5 Flooring	Carpet
Transact Broker Comm	3	Room 6 Type	Bedroom
Variable Comm	Non-Variable	Room 6 Level	Upper
Days On Market	22	Room 6 Dimensions	27.6 x 10.10
Input Date	11/17/2020 11:28 AM	Room 6 Flooring	Carpet
Update Date	11/18/2020	Room 7 Type	Dining Room
Status Date	11/17/2020	Room 7 Level	Main
Price Date	11/17/2020	Room 7 Dimensions	14.2 x 11.10
		Room 7 Flooring	Wood
		Room 8 Type	Mud Room
		Room 8 Level	Main
		Room 8 Dimensions	9.9 x 6.9
		Room 8 Flooring	Tile
		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 (Clearwater) W. 71st St. S. & S. 71st St. W. (S. Ridge Rd.) West to Fieldcrest St., South to Home.

FEATURES

ARCHITECTURE

Traditional

EXTERIOR CONSTRUCTION

Frame

ROOF

Composition

LOT DESCRIPTION

Corner

Irregular

FRONTAGE

Unpaved Frontage

EXTERIOR AMENITIES

Covered Patio

Deck

Guttering

Security Light

Outbuildings

GARAGE

Attached

Detached

Oversized

FLOOD INSURANCE

Unknown

UTILITIES

Lagoon

Propane Gas

Private Water

FINANCIAL

Assumable Y/N No
Currently Rented Y/N No
Rental Amount
General Property Taxes \$4,570.25
General Tax Year 2019
Yearly Specials \$7.80
Total Specials \$7.81

BASEMENT / FOUNDATION

Full

Day Light

BASEMENT FINISH

None

COOLING

Central

Electric

HEATING

Forced Air

Propane-Owned

DINING AREA

Eating Space in Kitchen

Formal

FIREPLACE

One

Living Room

Kitchen/Hearth Room

Two Way

KITCHEN FEATURES

Eating Bar

Island

Electric Hookup

APPLIANCES

Dishwasher

Disposal

Microwave

Refrigerator

Range/Oven

MASTER BEDROOM

Master Bdrm on Main Level

Master Bedroom Bath

Sep. Tub/Shower/Mstr Bdrm

Two Sinks

AG OTHER ROOMS

Mud Room

LAUNDRY

Main Floor

Separate Room

220-Electric

Wash Sink

INTERIOR AMENITIES

Ceiling Fan(s)

Hardwood Floors

Owned Water Softener

Vaulted Ceiling

Window Coverings-Part

POSSESSION

At Closing

PROPOSED FINANCING

Other/See Remarks

WARRANTY

No Warranty Provided

OWNERSHIP

Trust

PROPERTY CONDITION REPORT

No

DOCUMENTS ON FILE

Ground Water

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 Braden McCurdy with McCurdy Auction, LLC. Office: 316-867-3600 Email: bmccurdy@mccurdyauction.com. Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | BIDDING OPENS: Tuesday, November 17th 2020 at 2:00 PM (cst) | BIDDING CLOSES: Thursday, December 3rd, 2020 at 2:15 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!!! Beautiful 4 bedroom traditional home on 5+/- acres in Clearwater, Kansas! This 1.5 story home features an attached 2 car garage and a backyard deck. Adjacent to the home is the 64 x 40 outbuilding with an overhead door. The home is on a drinking well and owned propane tank. As you enter the spacious 2,667 +/- SF home you will see the formal dining room with wood floors to your right, the primary bedroom and half bathroom with tile flooring to your left, and the large living room straight ahead with vaulted ceilings and outside access. The living room also has a two-way wood-burning fireplace. The kitchen/hearth room provides a large eating bar, island, pendant lighting, deck access, and a pantry. Appliances include the dishwasher, microwave, refrigerator, wall oven, and cooktop. Off the kitchen is the laundry room with a wet sink, garage access, and a half bathroom. The large primary bedroom features 2 walk-in closets and an ensuite with a soaker tub, double sinks, and a walk-in shower. The upper level of the home has 2 additional spacious bedrooms with walk-in closets and a loft space that could be used as the 4th bedroom, office, or playroom. There is also a full bathroom with a walk-in shower. The full unfinished basement offers additional storage space. Once finished, you would have over 4,000 SF of finished living space! *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 \$20,000.

AUCTION

Type of Auction Sale	Reserve	Method of Auction	Online Only
Auction Location	www.mccurdyauction.com	Auction Offering	Real Estate Only
Auction Date	11/17/2020	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 %/\$	20,000.00	1 - Open for Preview	
1 - Open/Preview Date		1 - Open Start Time	
1 - Open End Time			

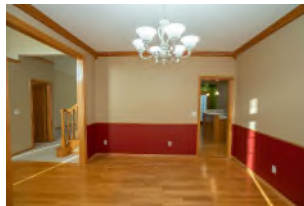
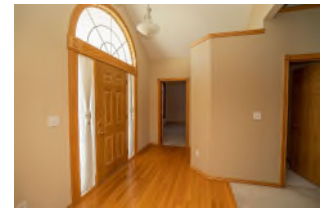
TERMS OF SALE

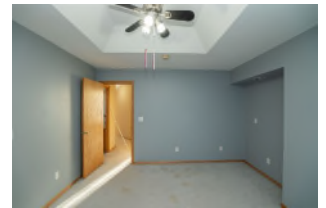
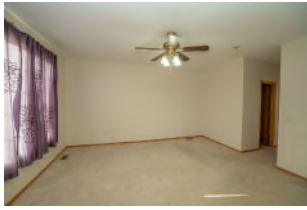
Terms of Sale

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES





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 2020 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

**DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

Property Address 7201 S. Fieldcrest St. - Clearwater, KS 67026

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 (please complete both a and b below)

(a) Presence of lead-based paint and/or lead-based paint hazards (*initial one*):

[se] Seller has no knowledge of lead-based paint and/or lead based paint hazards in the housing; *or*
_____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(b) Records and Reports available to the Seller (*initial one*):

[se] Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing; *or*
_____ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):

BUYER'S ACKNOWLEDGMENT (please complete c, d, and e below)

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

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

(e) Buyer has (*initial one*):

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

_____ 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/LICENSEE'S ACKNOWLEDGMENT (initial below)

SRM (f) Agent/Licensee has informed the Seller of the Seller's obligation under 42 U.S.C. 4852 d 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.

Authentisign
Shelly Chastain, Trustee
Seller 10/27/2020 1:48:08 PM CDT
Date 10/27/2020

Buyer _____ Date _____

Seller _____ Date _____
[Signature] 10/27/20
Agent/Licensee _____ Date _____

Buyer _____ Date _____

Agent/Licensee _____ Date _____



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 7201 S. Fieldcrest St. - Clearwater, KS 67026

DOES THE PROPERTY HAVE A WELL? YES NO

If yes, what type? Irrigation _____ Drinking Other _____

Location of Well: _____

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

If yes, what type? Septic _____ Lagoon

Location of Lagoon/Septic Access: _____

Authentisign
Shelby Cheatum, Trustee
10/27/2020 1:49:21 PM CDT

10/27/2020
Date

Owner _____

Date

ADDENDUM _____
(Groundwater)

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

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

The parties are proposing the sale and purchase of certain property, commonly known as:
7201 S. Fieldcrest St. - Clearwater, KS 67026

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

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

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

[se] Seller has no knowledge of groundwater contamination or other environmental concerns; or
_____ Known groundwater contamination or other environmental concerns are:

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

[se] Seller has no reports or records pertaining to groundwater contamination or other
_____ Seller has provided the Buyer with all available records and reports pertaining to
groundwater contamination or other environmental concerns (list document below):

BUYER'S ACKNOWLEDGMENT (please complete c below)

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

CERTIFICATION

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

Authentisign
Shelby Cheatum, Trustee
10/27/2020 1:49:38 PM CDT
Seller
Date

Buyer
Date

This form is approved by legal counsel for the Wichita Area Association of REALTORS® exclusively for use by members of the Wichita Area Association of REALTORS® and other authorized REALTORS®. No warranty is made or implied as to the legal validity or adequacy of this form, or that its use is appropriate for all situations.





Security 1st Title

File #:

Property Address:

7201 S. Fieldcrest St.

Clearwater, KS 67026

WIRE FRAUD ALERT

IMPORTANT! YOUR FUNDS MAY BE AT RISK

****SECURITY 1ST 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 1st 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

Shelby Chatham, Fayette
10/27/2020 1:49:38 PM CDT
Seller

10/27/2020

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>



AVERAGE MONTHLY UTILITIES MISCELLANEOUS INFORMATION

Property Address: 7201 S. Fieldcrest St. - Clearwater, KS 67026 (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: _____

Water & Sewer: _____

Gas | Propane: _____

If propane, is tank owned or leased? Owned Leased

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

Appliances that Transfer:

Refrigerator? Yes No
Dishwasher? Yes No
Stove/Oven? Yes No
Microwave? Yes No

Washer? Yes No
Dryer? Yes No
Other? _____

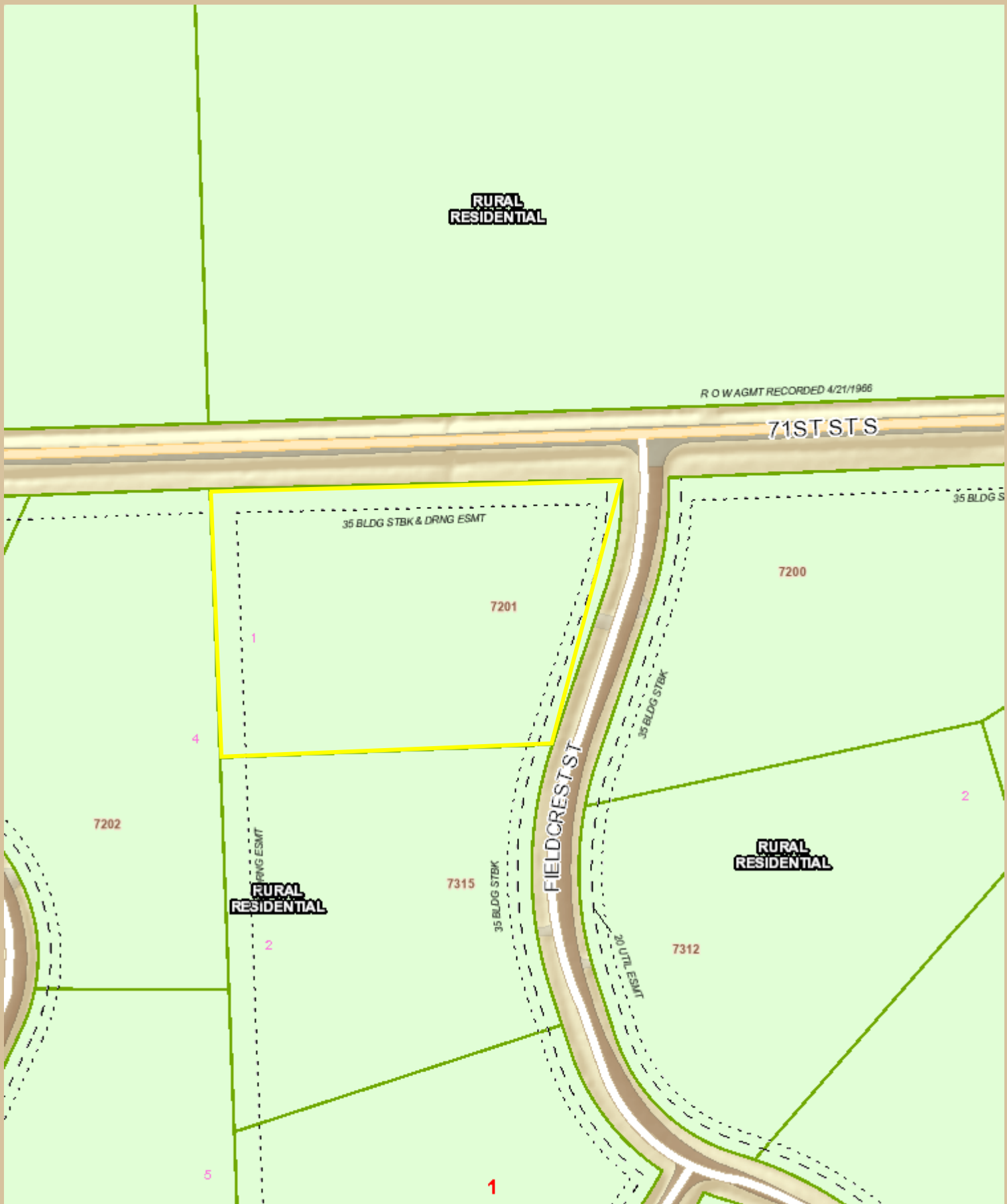
Homeowners Association: Yes No

Dues Amount: _____ Yearly Monthly Quarterly

Initiation Fee: _____

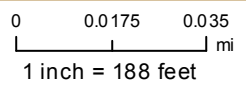
Are there any permanently attached items that will not transfer with the Real Estate (e.g. projector, chandelier, etc.)? _____

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.



Geographic Information Services
 Sedgwick County...
 working for you

7201 Fieldcrest St., Clearwater, KS
Zoning - Rural Residential



It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map. The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.
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Legend

Flood Plain

Base Flood Approximate



Base Flood Elevations



0.2 Pct Annual Chance



0.2 Pct Annual Chance Flood Hazard

A



A

AE



AE

AE, FLOODWAY



AE, FLOODWAY

AH



AH

AO



AO

X - Area of Special Consideration



X AREA OF SPECIAL CONSIDERATION

X



X

Area Not Included





R O W AGMT RECORDED 4/21/1966

71ST STS

35 BLDG S

35 BLDG STBK & DRNG ESMT

7201

7200

7202

40 DRNG ESMT

7315

35 BLDG STBK

FIELDCREST ST

30 UTL ESMT

7312

1



Geographic Information Services
7201 Fieldcrest St., Clearwater, KS
 Sedgwick County...
working for you

Aerial Map



0 0.0175 0.035
 mi
 1 inch = 188 feet

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map. The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.
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TERMS AND CONDITIONS

Thank you for participating in today's auction. The auction will be conducted by McCurdy Auction, LLC ("McCurdy") on behalf of the owner of the real estate (the "Seller"). The real estate offered for sale at auction (the "Real Estate") is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy.

1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and, in the event that Bidder is the successful bidder, the Contract for Purchase and Sale.
2. 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 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.
3. 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. 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.
4. 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.
5. The Real Estate is not offered contingent upon financing.
6. 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.
7. Auction announcements take precedence over anything previously stated or printed, including these Terms and Conditions.
8. 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.
9. 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.

10. 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 signed 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.
11. 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. Once a bid has been acknowledged by the auctioneer, the bid cannot be retracted.
12. Bidder authorizes McCurdy to film, photograph, or otherwise record the voice or image of Bidder and any guests or minors accompanying Bidder at this auction and to use the films, photographs, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
13. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy no later than 5 p.m. on the business day prior to the auction by completing the Broker Registration Form, available on McCurdy's website.
14. 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.
15. 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 premises. 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 premises, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.
16. McCurdy reserves the right to establish all bidding increments.
17. 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.
18. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
19. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
20. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
21. 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.
22. 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*)

