

PROPERTY INFORMATION PACKET | THE DETAILS



822 Wisconsin | Neodesha, KS 66757

AUCTION: BIDDING OPENS: Tues, Aug 31st @ 2:00 PM

BIDDING CLOSES: Thurs, Sept 23rd @ 2:10 PM

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



McCurdy
AUCTION L.L.C.
REAL ESTATE SPECIALISTS



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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 # 601473
Status Active
Contingency Reason
Area OUT - Out of Area
Address 822 Wisconsin
City Neodesha
Zip 66757
Asking Price \$0
Picture Count 27



KEYWORDS

AG Bedrooms	2	Approx. AGLA	1344
Total Bedrooms	2.00	AGLA Source	Court House
AG Full Baths	1	Approx. BFA	0.00
AG Half Baths	0	BFA Source	Court House
Total Baths	1	Approx. TFLA	1,344
Garage Size	2	Lot Size/SqFt	7100
Basement	None	Number of Acres	0.16
Levels	One Story		
Approximate Age	81+ Years		
Acreage	City Lot		

GENERAL

List Agent - Agent Name and Phone	Ty Patton	Master Bedroom Level	Main
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-867-3600	Master Bedroom Dimensions	11.4 x 13.9
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	29.1 x 15.2
Year Built	1925	Living Room Flooring	Carpet
Parcel ID	10319-4-20-0-30-35-003.00-0	Kitchen Level	Main
School District	Neodesha School District (USD 461)	Kitchen Dimensions	9.5 x 15.1
Elementary School	Heller	Kitchen Flooring	Laminate - Other
Middle School	Neodesha	Room 4 Type	Bedroom
High School	Neodesha	Room 4 Level	Main
Subdivision	NONE LISTED ON TAX RECORD	Room 4 Dimensions	11.5 x 13.8
Legal		Room 4 Flooring	Carpet
List Date	8/18/2021	Room 5 Type	Bonus Room
Display Address	Yes	Room 5 Level	Main
Sub-Agent Comm	0	Room 5 Dimensions	18 x 7.8
Buyer-Broker Comm	3	Room 5 Flooring	Carpet
Transact Broker Comm	3	Room 6 Type	Laundry
Variable Comm	Non-Variable	Room 6 Level	Main
Days On Market	14	Room 6 Dimensions	8.4 x 9.1
Input Date	8/31/2021 1:36 PM	Room 6 Flooring	Laminate - Other
Update Date	8/31/2021	Room 7 Type	
Status Date	8/31/2021	Room 7 Level	
Price Date	8/31/2021	Room 7 Dimensions	
		Room 7 Flooring	
		Room 8 Type	
		Room 8 Level	
		Room 8 Dimensions	
		Room 8 Flooring	
		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 (Neodesha) Main St. & S. 9th St. - South to Wisconsin St., East to Home.

FEATURES

ARCHITECTURE Traditional	FLOOD INSURANCE Unknown	KITCHEN FEATURES Gas Hookup Laminate Counters	POSSESSION At Closing
EXTERIOR CONSTRUCTION Frame	UTILITIES Sewer Natural Gas Public Water	APPLIANCES Microwave Refrigerator Range/Oven Washer Dryer	PROPOSED FINANCING Other/See Remarks
ROOF Composition	BASEMENT / FOUNDATION None	MASTER BEDROOM Master Bdrm on Main Level	WARRANTY No Warranty Provided
LOT DESCRIPTION Corner	BASEMENT FINISH None	LAUNDRY Main Floor Separate Room 220-Electric	OWNERSHIP Corporate non-REO
FRONTAGE Paved Frontage	COOLING Central Electric	INTERIOR AMENITIES Ceiling Fan(s) Window Coverings-All Laminate – Other	PROPERTY CONDITION REPORT No
EXTERIOR AMENITIES Deck Fence-Chain Guttering Screened Porch Security Light Sidewalks Storm Door(s) Storm Windows/Ins Glass	HEATING Forced Air Gas DINING AREA Eating Space in Kitchen Living/Dining Combo		DOCUMENTS ON FILE Lead Paint
GARAGE Detached			SHOWING INSTRUCTIONS Appt Req-Call Showing #
			LOCKBOX Combination
			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	\$650.62	Home Warranty Purchased	Unknown
General Tax Year	2020	Earnest \$ Deposited With	Security 1st Title
Yearly Specials	\$0.00		
Total Specials	\$0.00		

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: Tuesday, August 31st 2021 at 2:00 PM (cst) | BIDDING CLOSES: Thursday, September 23rd, 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!!! This traditional home sits on a corner lot in Neodesha, Kansas!!! The home is surrounded by sidewalks, shade trees, and features a detached two-car garage with alley access. There also is a backyard deck and a screened-in front porch. The interior of the home has a large living/dining combination. Next is the kitchen with an eating space that includes the microwave, oven, and refrigerator. There are two bedrooms and a full bathroom with a tub/shower combination. A separate laundry room with a washer & dryer along with a bonus/mud room complete the home. *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	8/31/2021	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.



INVESTMENT PROPERTY DETAILS

Property Address: 822 Wisconsin - Neodesha, KS 66757 (the "Real Estate")

Please provide below, to the best of your knowledge, the requested information related to the Real Estate.

Occupancy: ☐ Tenant-Occupied ☐ Owner-Occupied ☒ Vacant

Lease information (if applicable):

Written Lease: ☐ Yes ☐ No

Rent Amount: _____

Deposit Amount: _____

Term of Lease: ☐ Month-to-Month ☐ Fixed Expiration Date (Please provide date): _____

Tenant current on rent: ☐ Yes ☐ No

Utilities: Utility Provider/Company Utility On or Off

Electric: _____ ☒ On ☐ Off

Water & Sewer: _____ ☒ On ☐ Off

Gas/Propane: _____ ☒ On ☐ Off

Propane tank information (if applicable): ☐ Owned ☐ Leased

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

Other: _____ ☐ On ☐ Off

Have any utility meters been removed? ☐ Yes ☒ No ☐ Unknown

If yes, please provide details:

Separate Meters: ☐ Yes ☐ No ☐ Not applicable

If yes, please provide details (e.g. separate electric meters, one gas meter):

Code Violations: ☐ Yes ☒ No ☐ Unknown

If yes, please provide details:

Homeowners Association:

Dues Amount: n/a

☐ Yearly ☐ Monthly ☐ Quarterly

Initiation Fee: _____

Appliances Transferring with the Real Estate:

Refrigerator	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> None
Dishwasher	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> None
Stove/Oven	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> None
Microwave	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> None
Washer	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> None
Dryer	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> None
	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> None

*Any appliances
in the house
stay with the
house*

Are there any permanently attached items that will not transfer with the Real Estate (e.g. theatre projector, chandelier, etc.) (if none, write "none")?

none

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

(Remainder of this page intentionally left blank)

By signing below, Seller represents that above information is true and correct to the best of Seller's knowledge.

SELLER:

Debra K. Lawson 8-18-21
Signature Date

Debra K. Lawson
Print
Guardian & Conservator The Guardianship and Conservatorship of Helen L. Clanton
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 review the above-provided information and to have any and all desired inspections completed prior to bidding on the Real Estate and that Buyer has either reviewed the above-provided information and performed all desired inspections or accepts the risk of not having done so.

BUYER:

Signature Date

Signature Date

Property Address: 822 Wisconsin - Neodesha, KS 66757

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) DK 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) DK 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) SP 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.

<u>Sharon K. L...</u> , Guardian and Conservator			
Seller	Date <u>8-18-21</u>	Seller	Date
<u>Sy Patton</u>	Date <u>08/18/2021</u>	Purchaser	Date
Agent	Date	Agent	Date



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 822 Wisconsin - Neodesha, KS 66757

DOES THE PROPERTY HAVE A WELL? YES _____ NO ✓

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

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: _____

John K. Luns, Guardian and Conservator
Owner

8-18-21
Date

Owner

Date



Security 1st Title

File #:

Property Address:

822 Wisconsin & 120 S. 9th
Neodesha, KS 66757

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 _____

Seller _____

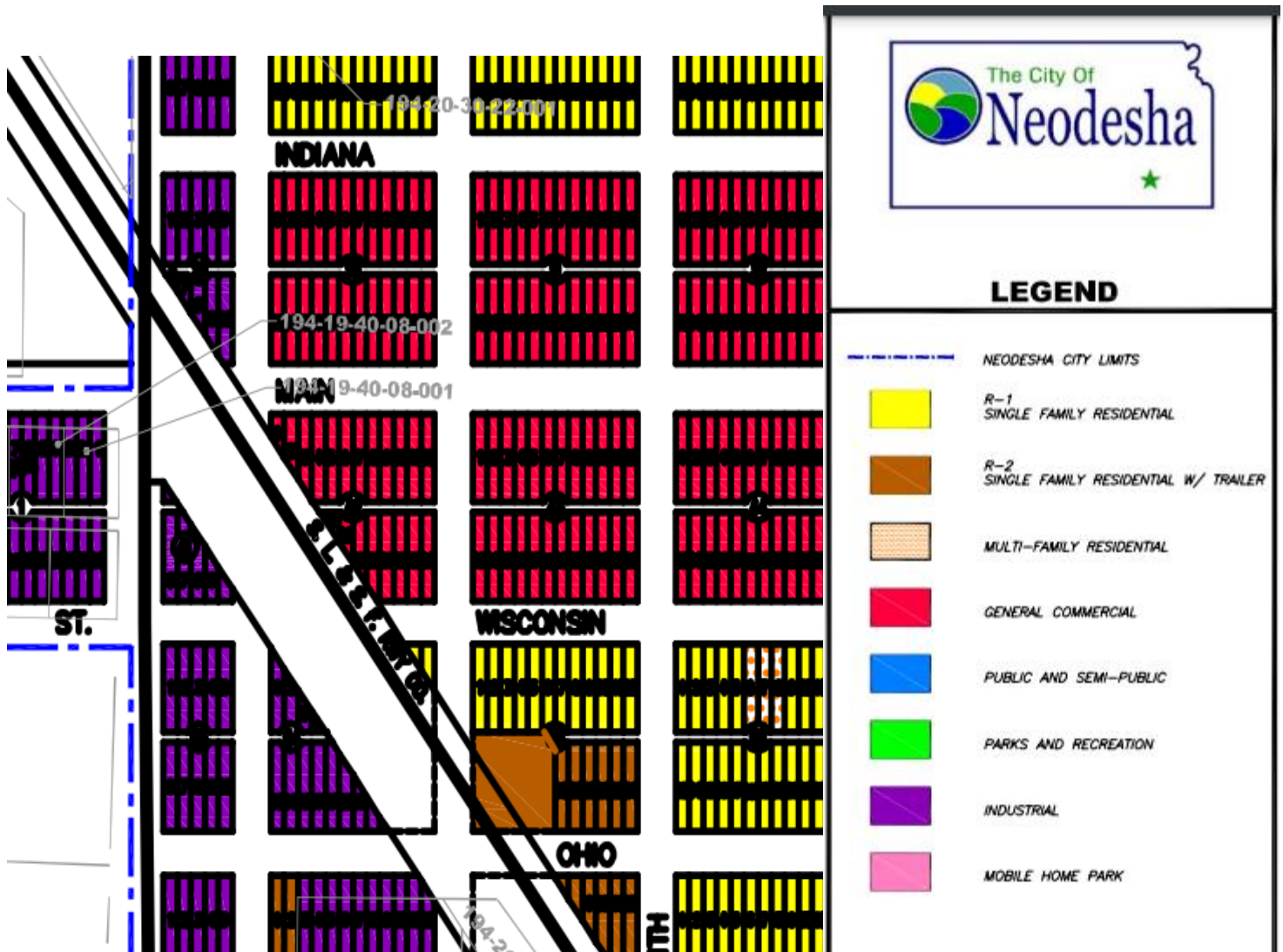
Guardian and Conservator

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

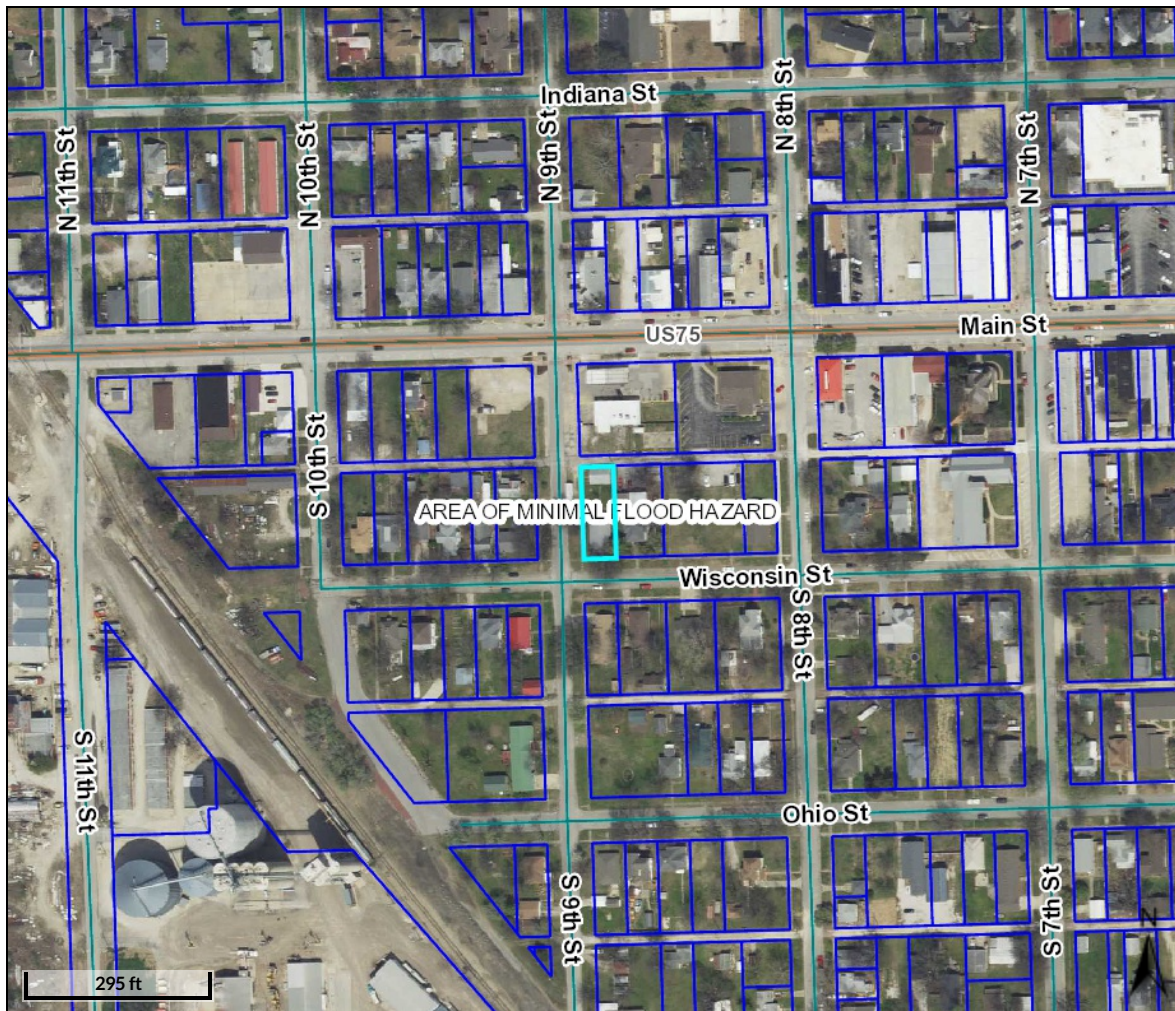
Federal Bureau of Investigation:
<http://www.fbi.gov>

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

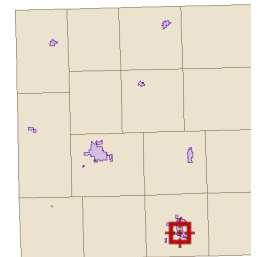
822 Wisconsin St., Neodesha KS 66757 – Zoning General Commercial














822 Wisconsin St., Neodesha KS 66757 - Flood Zone



Overview



Legend

-  PLS Townships
-  City Limits
-  State Highways
-  Federal Highways
-  Roads
-  Parcels
- Flood Plain**
 -  <all other values>
 -  A
 -  X
 -  <blank>
 -  FLOODWAY

Parcel ID 1031942003035003000

Sec/Twp/Rng 20-30-16

Property Address 822 WISCONSIN
Neodesha

District 006

Brief Tax Description NEODESHA, S20, T30, R16, BLOCK 044, Lot 13,14

(Note: Not to be used on legal documents)

Alternate ID R8931

Class R - Residential

Acreage n/a

Owner Address CLANTON, HELEN L

822 WISCONSIN ST

NEODESHA, KS 66757

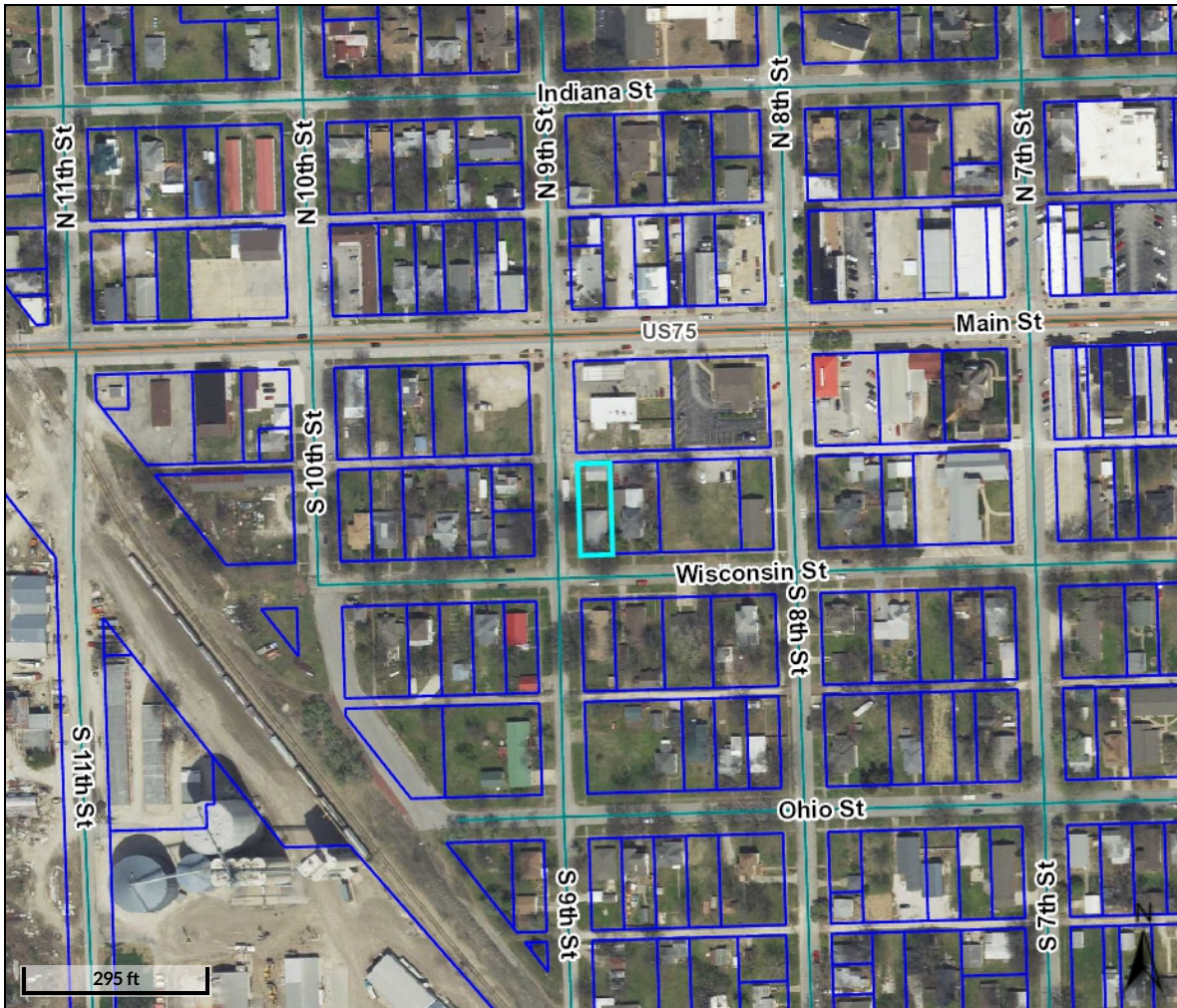
Disclaimer: Map features are representations of original data sources and do not intend to replace or modify land surveys, deeds or other legal instruments used to describe land ownership or use. Every effort has been made to assure accuracy of data displayed on this map. Information contained on this map may have changed since such information was compiled. Under no circumstances shall Wilson County be responsible to any party for any costs, expenses, damages, to any person or property arising from the use, misuse, sale or reliance on this map.

Date created: 8/11/2021

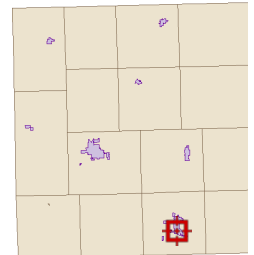
Last Data Uploaded: 8/10/2021 6:37:55 PM

Developed by  **Schneider**
GEOSPATIAL

822 Wisconsin St., Neodesha KS 66757 - Aerial



Overview



Legend

-  PLS Townships
-  City Limits
-  State Highways
-  Federal Highways
-  Roads
-  Parcels

Parcel ID 1031942003035003000

Sec/Twp/Rng 20-30-16

Property Address 822 WISCONSIN
Neodesha

District 006

Brief Tax Description NEODESHA, S20, T30, R16, BLOCK 044, Lot 13,14

(Note: Not to be used on legal documents)

Alternate ID R8931

Class R - Residential

Acreage n/a

Owner Address CLANTON, HELEN L

822 WISCONSIN ST

NEODESHA, KS 66757

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Date created: 8/11/2021

Last Data Uploaded: 8/10/2021 6:37:55 PM

Developed by  **Schneider**
GEOSPATIAL



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 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.
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. Contracts will be written in the name used to create the online bidding account unless other arrangements are made with McCurdy prior to the auction.
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 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.
12. Bidder authorizes McCurdy to 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 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.
16. McCurdy has the right to establish all bidding increments in a commercially reasonable manner.
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.
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 info@mccurdyauction.com.
24. Bids submitted using the online bidding platform cannot be retracted. 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 6 of these Terms and Conditions by 12:00 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.

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*)

