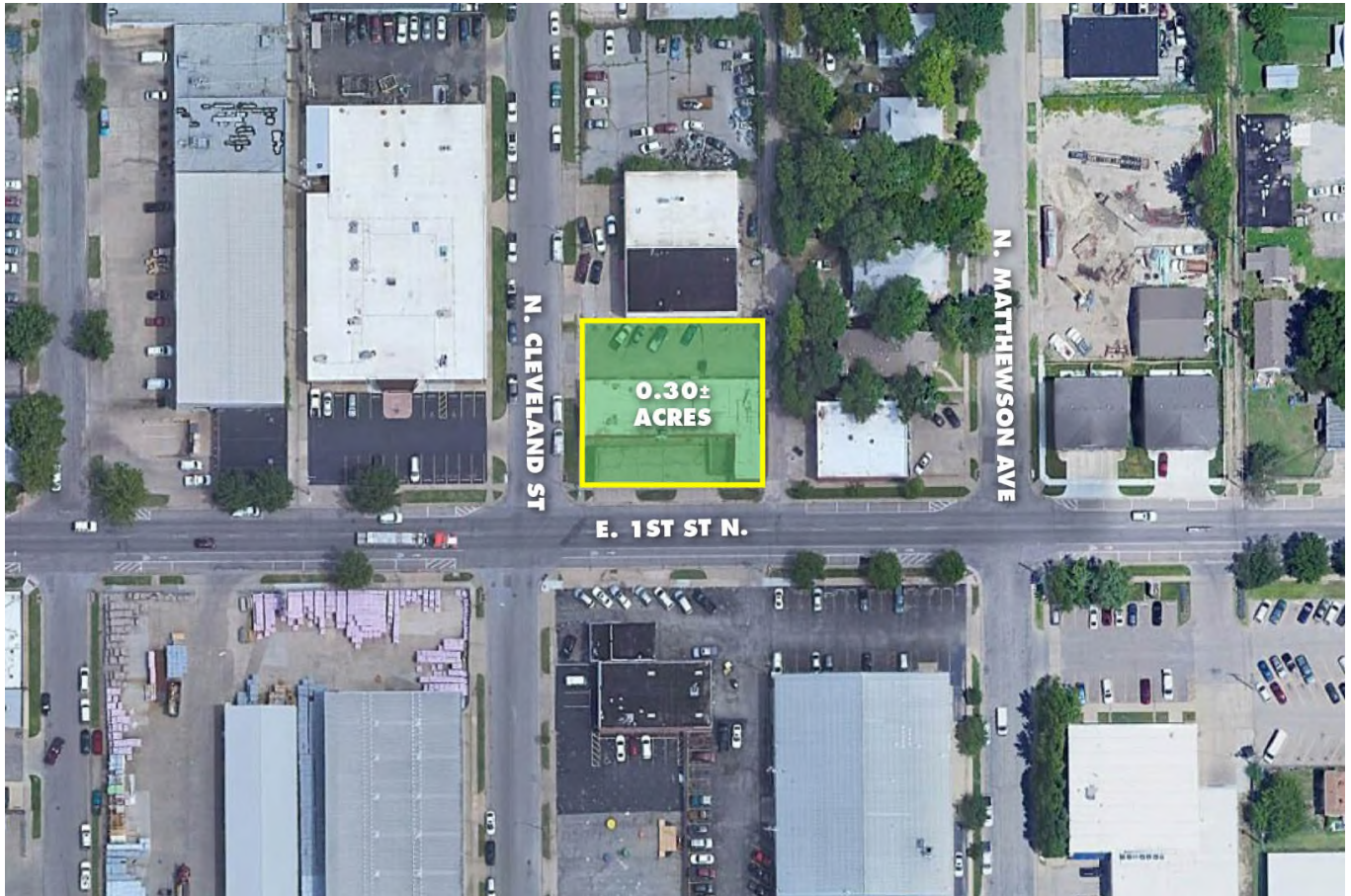


# PROPERTY INFORMATION PACKET | THE DETAILS



1400 – 1408 E. 1<sup>st</sup> St. N. | Wichita, KS 67214

AUCTION: Bidding Closes: Thursday, November 19th 2020  
@ 2:00 PM

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



**McCurdy**  
AUCTION LLC  
REAL ESTATE SPECIALISTS



## Table of Contents

- PROPERTY DETAIL PAGE
- WATER WELL ORDINANCE
- GROUNDWATER ADDENDUM
- SECURITY 1<sup>ST</sup> TITLE WIRE FRAUD ALERT
- AVERAGE UTILITIES
- ZONING MAP
- FLOOD ZONE MAP
- AERIAL MAP
- UTILITY MAP
- PLAT 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.

**RESIDENTIAL MLS PIP**



**MLS #** 588721  
**Status** Active  
**Contingency Reason**  
**Property Type** Commercial Service  
**Address** 1400 - 1408 E 1ST ST N  
**Address 2**  
**City** Wichita  
**State** KS  
**Zip** 67214  
**County** Sedgwick  
**Area** 401  
**Asking Price** \$0  
**Class** Commercial/Ind/Bus  
**For Sale/Auction/For Rent** Auction  
**Associated Document Count** 3  
**Picture Count** 36



**GENERAL**

<b>List Agent - Agent Name and Phone</b>	Ty Patton	<b>Realtor.com Y/N</b>	Yes
<b>List Office - Office Name and Phone</b>	McCurdy Auction, LLC - OFF: 316-867-3600	<b>Display on Public Websites</b>	Yes
<b>Co-List Agent - Agent Name and Phone</b>		<b>Display Address</b>	Yes
<b>Co-List Office - Office Name and Phone</b>		<b>VOW: Allow AVM</b>	Yes
<b>Showing Phone</b>	1-800-301-2055	<b>VOW: Allow 3rd Party Comm</b>	Yes
<b>Sale/Lease</b>		<b>Virtual Tour Y/N</b>	
<b>Building Size SqFt</b>	5,001 - 10,000		
<b>Number of Acres</b>	0.30		
<b>Zoning</b>	Central Bus Dis		
<b>Parcel ID</b>	20173-125-21-0-14-03-007.00		
<b># of Stories</b>	one		
<b>Apx Gross Building SqFt</b>	5,136.00		
<b>Apx Net Rentable SqFt</b>			
<b>Apx Min Available SqFt</b>	5,136.00		
<b>Apx Max Contiguous SqFt</b>	5,136.00		
<b>Apx Vacant SqFt</b>	5,136.00		
<b>Land SqFt</b>	13,359.00		
<b>Present Use of Bldg</b>	Club		
<b>Bldg on Leased Land</b>			
<b>Invest Package Available</b>	No		
<b>Year Built</b>	1957		
<b>Subdivision</b>	MATHEWSONS 4TH		
<b>Legal</b>	LOT 1 CLEVELAND AVE. MATHEWSON'S 4TH. ADD.		
<b>Sub-Agent Comm</b>	0		
<b>Buyer-Broker Comm</b>	3		
<b>Transact Broker Comm</b>	3		
<b>Variable Comm</b>	Non-Variable		

**DIRECTIONS**

**Directions** E. 1st St. N. & Washington Ave - East to Property.

**FEATURES**

<b>LOADING DOCK</b> None	<b>ROOF</b> Flat Roof	<b>TENANT PAID EXPENSES</b> Electricity Gas Trash Water Other/See Remarks	<b>DOCUMENTS ON FILE</b> Ground Water Addendum
<b>RAIL</b> None	<b>UTILITIES AVAILABLE</b> Gas Electric City Water City Sewer	<b>OWNER PAID EXPENSES</b> None	<b>OWNERSHIP</b> Individual
<b>OVERHEAD DOORS</b> None	<b>FLOORS</b> Tile Other/See Remarks	<b>ELECTRICAL</b> Single Phase	<b>SHOWING INSTRUCTIONS</b> Call Showing #
<b>PARKING</b> Parking Lot Street Parking	<b>HEATING</b> Forced Air Gas	<b>MISCELLANEOUS FEATURES</b> Fencing Security Guard Security Lights	<b>LOCKBOX</b> None
<b>ROAD FRONTAGE</b> City Arterial			<b>TYPE OF LISTING</b> Excl Right w/o Reserve
<b>LOCATION</b> Central Business District			<b>AGENT TYPE</b> Sellers Agent
<b>CONSTRUCTION</b>			<b>FLOOD INSURANCE</b> Unknown

## FEATURES

Concrete-Block Frame	<b>COOLING</b> Central Air Window Unit	Security Systems <b>PROPOSED FINANCING</b> Other/See Remarks <b>TERMS OF LEASE</b> No Leases	<b>POSSESSION</b> At Closing
<b>SIDEWALL HEIGHT</b> Less than 10 Ft			

## FINANCIAL

<b>Assumable Y/N</b>	No
<b>With Financing</b>	
<b>Value Land</b>	
<b>Value Improved</b>	0
<b>General Property Taxes</b>	\$2,676.78
<b>General Tax Year</b>	2019
<b>Special Taxes</b>	10.07
<b>Special Tax Year</b>	2019
<b>Special Balance</b>	10.07
<b>Gross Income</b>	\$26,400.00
<b>Earnest \$ Deposited With</b>	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: Monday, November 16th at 5:00 pm (cst) | BIDDING CLOSES: Thursday, November 19th Starting at 2:00 pm (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available for preview November 13th, 12-3 pm ONLINE BIDDING IS AVAILABLE THROUGH SELLER AGENT'S WEBSITE. CLEAR TITLE AT CLOSING, NO BACK TAXES. Property available for preview Friday, November 13th, 12PM-3PM. NO MINIMUM, NO RESERVE!!! This property is rented for \$2,200.00 a month, month to month. This gives you an annual income of \$26,400! Great traffic visibility right off 1st Street Parking lot Closed off patio with wood fence Large bar area Wood laminate flooring Spacious seating area Office Restrooms Dressing rooms by main office Kitchen Storage space Great opportunity to purchase an over 5,000 square foot commercial building right of 1st street in downtown Wichita! Selling regardless of price to the highest bidder! Floor is a little uneven. Sign and LED sign belong to the tenants. "This property is located in the "Gilbert-Mosley Groundwater Site." \*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 10,000.

## AUCTION

<b>Type of Auction Sale</b>	Absolute	<b>1 - Open for Preview</b>	Yes
<b>Method of Auction</b>	Online Only	<b>1 - Open/Preview Date</b>	11/13/2020
<b>Auction Location</b>	www.mccurdyauction.com	<b>1 - Open Start Time</b>	12:00 PM
<b>Auction Offering</b>	Real Estate Only	<b>1 - Open End Time</b>	3:00 PM
<b>Auction Date</b>	11/16/2020	<b>2 - Open for Preview</b>	
<b>Auction Start Time</b>	5:00 PM	<b>2 - Open/Preview Date</b>	
<b>Broker Registration Req</b>	Yes	<b>2 - Open Start Time</b>	
<b>Broker Reg Deadline</b>	11/18/2020 by 5:00 PM	<b>2 - Open End Time</b>	
<b>Buyer Premium Y/N</b>	Yes	<b>3 - Open for Preview</b>	
<b>Premium Amount</b>	0.10	<b>3 - Open/Preview Date</b>	
<b>Earnest Money Y/N</b>	Yes	<b>3 - Open Start Time</b>	
<b>Earnest Amount %/\$</b>	10,000.00	<b>3 - Open End Time</b>	

## TERMS OF SALE

Terms of Sale

## PERSONAL PROPERTY

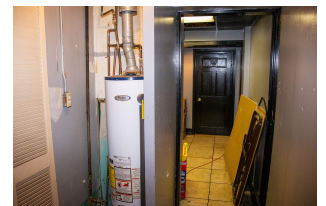
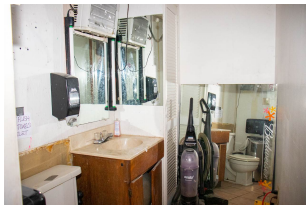
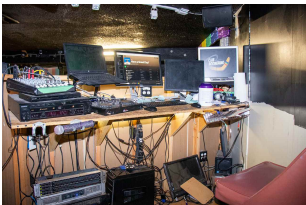
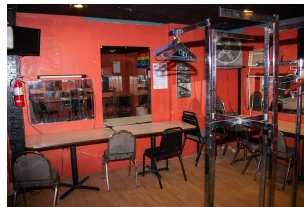
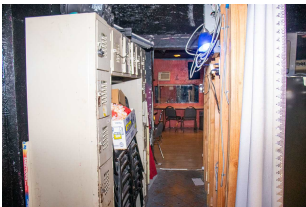
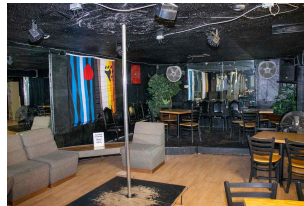
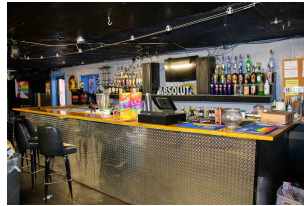
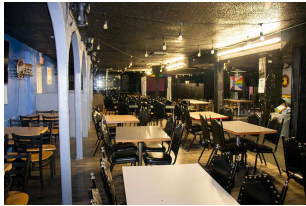
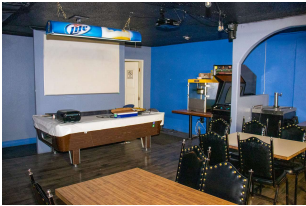
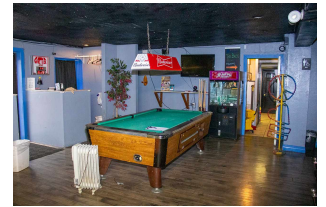
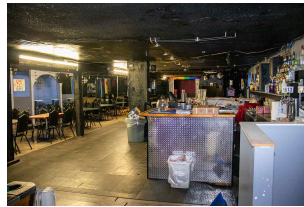
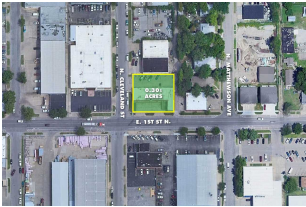
Personal Property

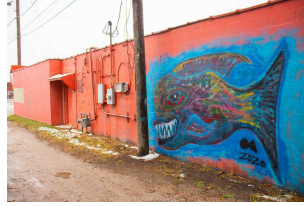
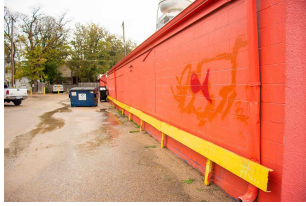
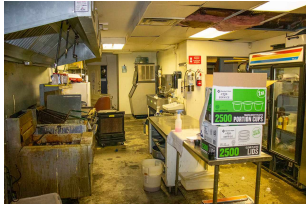
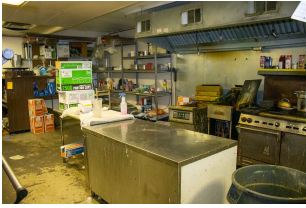
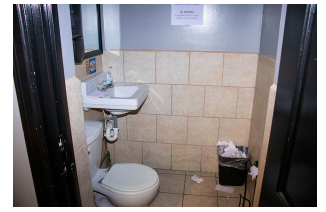
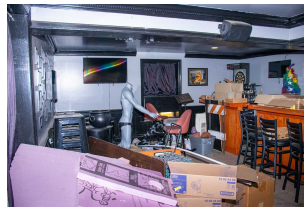
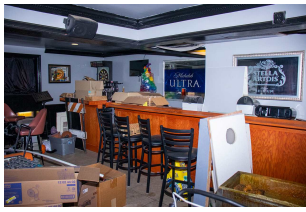
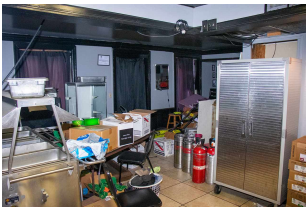
## SOLD

<b>How Sold</b>	
<b>Sale Price</b>	
<b>Net Sold Price</b>	\$0

Pending Date  
Closing Date  
Short Sale Y/N  
Seller Paid Loan Asst.  
Previously Listed Y/N  
Includes Lot Y/N  
Sold at Auction Y/N  
Selling Agent - Agent Name and Phone  
Selling Office - Office Name and Phone  
Co-Selling Agent - Agent Name and Phone  
Co-Selling Office - Office Name and Phone  
Appraiser Name  
Non-Mbr Appr Name

**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.



# WATER WELL INSPECTION REQUIREMENTS

## City of Wichita

Property Address: 1400-1408 E. 1st St. N & Additional Lots - Wichita, KS 67214

1. Any property within the *City of Wichita* with any type of water well must have a Title Transfer Inspection performed prior to the transfer of the property. The property owner is required to notify the City of Wichita, Department of Environmental Services at the time the property is listed for sale and is responsible for the \$125.00 inspection fee. If the water well on the property is used for personal use (drinking, cooking, or bathing), the well must also be sampled to ensure that the water is potable. A sample fee of \$25.00 per sample will be charged, in addition to the inspection fee. If the well is for irrigation purposes only, the water sample is optional. The City of Wichita will bill for the inspection and sample.
2. All water wells must be located a minimum of 25 feet from a foundation that has been treated for termites (or will require treatment prior to transfer of ownership) with a subsurface pressurized application of a pesticide. Existing wells may remain in a basement so long as they are not within 10 feet of the main sewer line or within 25 feet of foundation if no termite treatment has occurred or is currently needed.

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

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

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

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

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

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

Authenti	
<i>Jose Enrique Joya</i>	10/27/2020
_____	_____
10/27/2020 2:05:13 PM CDT	Date
Authenti	
<i>Delmy Marina Joya</i>	10/27/2020
_____	_____
10/27/2020 6:08:23 PM CDT	Date
Owner	

## 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:  
1400-1408 E. 1st St. N & Additional Lots - Wichita, KS 67214

**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)**:

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)**:

Seller has no reports or records pertaining to groundwater contamination or other environmental concerns; or  
 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.

<small>Authenti</small> <i>Jose Enrique Joya</i> 10/27/2020		<small>Authenti</small> Buyer	Date
<small>2:05:19 PM CDT</small> <i>Delmy Marina Joya</i> 10/27/2020	Date	Buyer	Date
<small>10/27/2020 6:08:26 PM CDT</small> 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 1<sup>st</sup> Title

File #:

Property Address:

Lots

1400-1408 E. 1st St. N & Additional  
Wichita, KS 67214

## 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.

<p>_____</p> <p>Buyer</p>	<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p><small>Authenti</small></p> <p><i>Delmy Marina Joya</i></p> <p><small>Seller 10/27/2020 6:08:27 PM CDT</small></p> </div> <div style="text-align: center;"> <p><small>Authenti</small></p> <p><i>Jose Enrique Joya</i></p> <p><small>10/27/2020 2:05:20 PM CDT</small></p> </div> </div>
---------------------------	---

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: 1400-1408 E. 1st St. N & Additional Lots - Wichita, KS 67214 (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:	Everygy	1200
Water & Sewer:	Public works	600
Gas   Propane:	Natural Gas	700

If propane, is tank owned or leased?      Owned      Leased

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

\_\_\_\_\_

**Appliances that Transfer:**

Refrigerator?	Yes	<input checked="" type="radio"/>	Washer?	Yes	<input checked="" type="radio"/>
Dishwasher?	Yes	<input checked="" type="radio"/>	Dryer?	Yes	<input checked="" type="radio"/>
Stove/Oven?	Yes	<input checked="" type="radio"/>	Other?	_____	
Microwave?	Yes	<input checked="" type="radio"/>		_____	

**Homeowners Association:**    Yes   

Dues Amount:    No    \_\_\_\_\_    Yearly    Monthly    Quarterly

Initiation Fee:    No    \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*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 **10-1408 E. 1st St. N - Wichita, KS 67211**

Sedgwick County...  
working for you



0 0.0045 0.009  
mi

1 inch = 47 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.  
© 2020 Sedgwick County Kansas Government.  
All rights reserved.



**1400-1408 E. 1st St. N - Wichita, KS 67214**

Geographic Information Services  
 Sedgwick County...  
*working for you*

0 0.00375 0.0075  
 1 inch = 47 feet

Exported: 10/27/2020 at 1:03 PM

<https://msc.fema.gov/>

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 on the data displayed.

© 2020 Sedgwick County Kansas Government. All rights reserved.

### 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

Area Not Included



Geographic Information Services

Sedgwick County...  
working for you

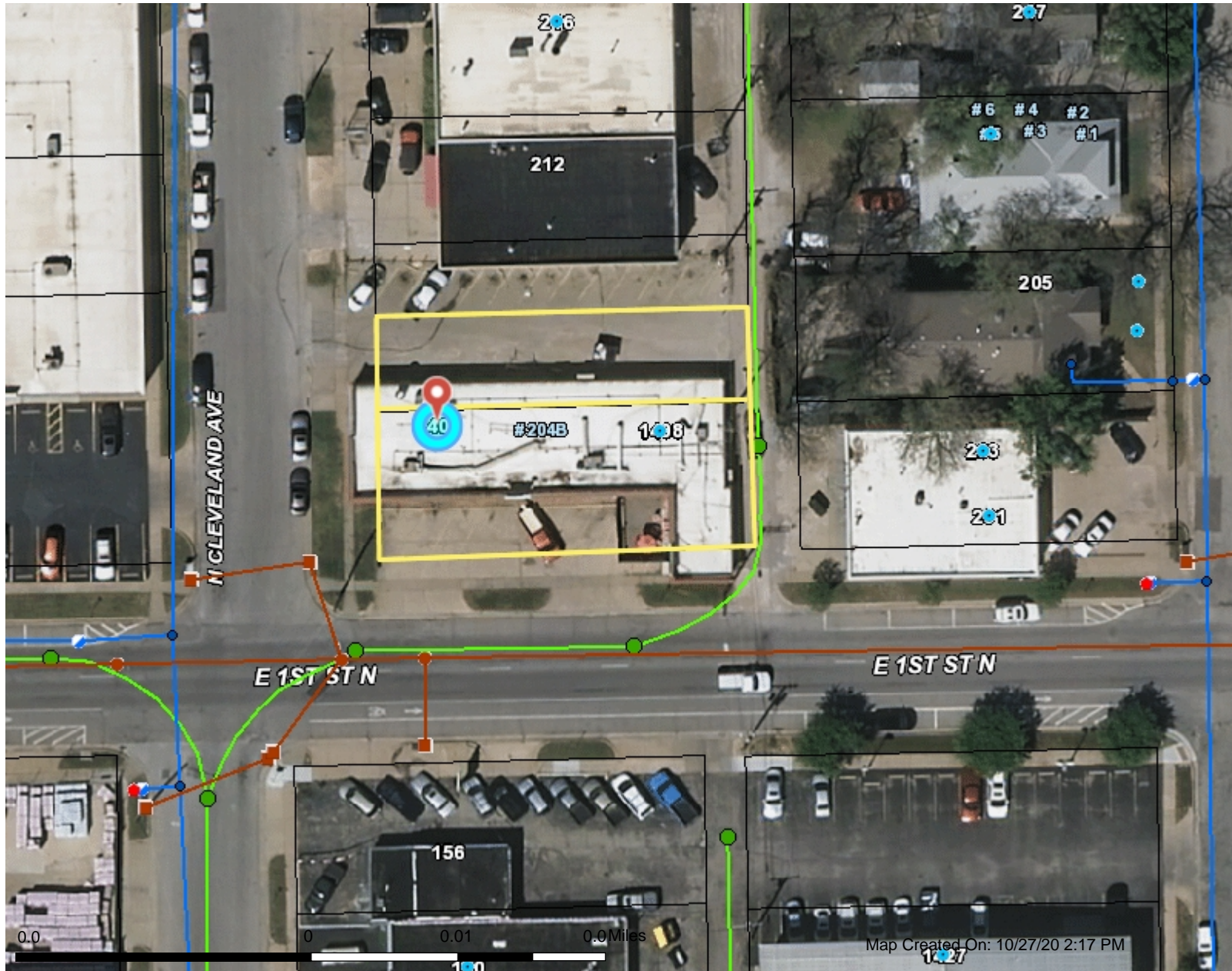
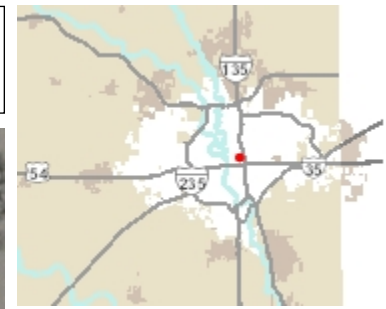
10-1408 E. 1st St. N - Wichita, KS 67210



0 0.0045 0.009  
mi

1 inch = 47 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.  
© 2020 Sedgwick County Kansas Government.  
All rights reserved.



### Legend

- Storm Structures**
  - Manhole
  - Inlet
  - ▲ Outfall
  - ◆ Other
- Headwalls
- City BMPs
- Private Non-City BMPs
- Storm Conduit
- Open Channel Structures
- Open Channel Conduit
- Water Hydrants
- Water Valves
- Water Service Taps
- Backflow Devices
- Water Nodes
- Water Mains
- Sewer Manholes
- Sewer Mains
- Parcels
- Andover Parcels

0.0 0 0.01 0.0 Miles

Map Created On: 10/27/20 2:17 PM

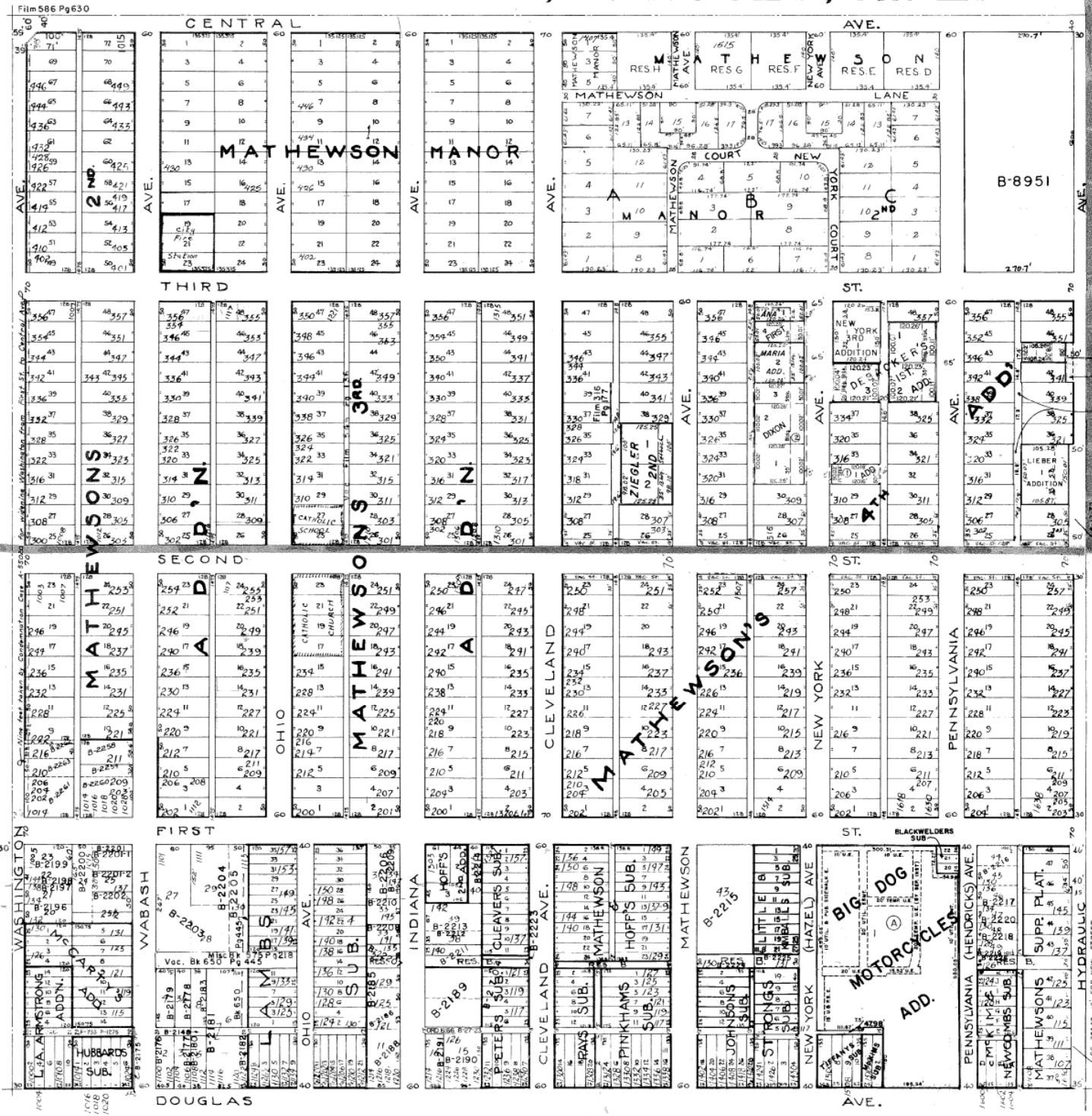
This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1: 600



# N.E. 1/4 SEC. 21, TWP. 27, R. 1 E.

WI  
81



## 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*)

