0 SE 10th St. - Columbus, KS 66725
Auction: April 2nd @ 2:00 PM
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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.
MLS # 578054
Class Land
Property Type Farm
County Cherokee
Area OUT - Out of Area
Address 110.30 +/- Acres in Columbus, KS
City Columbus
State KS
Zip 66725
Status Active
Contingency Reason $0
Asking Price $0
For Sale/Auction/For Rent Auction
Associated Document Count 3

GENERAL
List Agent - Agent Name and Phone BRADEN MCCURDY - OFF: 316-683-0612
List Office - Office Name and Phone McCurdy Auction, LLC - OFF: 316-867-3600
Co-List Agent - Agent Name and Phone
Co-List Office - Office Name and Phone
Showing Phone 800-301-2055
Zoning Usage Agriculture
Parcel ID 01112-29-0-00-006.00-0
Number of Acres 110.30
Price Per Acre
Lot Size/SqFt 480468
School District Columbus School District (USD 493)
Elementary School Highland
Middle School Central Heights
High School Columbus
Subdivision NONE LISTED ON TAX RECORD
Legal S29, T33, R24, ACRES 110.3, WI/ NW4; & NW4 SW4 EXC WI/ NW4 N
BRUSH CREEK & E FENCE LN LE SS R/W

DIRECTIONS
Directions (Columbus, KS) South on 69 Highway, East on SE Messner Rd. Land is on the NE corner of Messner & SE 10th St.

FEATURES
SHAPE / LOCATION Rectangular
TOPOGRAPHIC Level
Rolling
Wooded
PRESENT USAGE Hay (Various Types)
Recreational
ROAD FRONTAGE Paved
UTILITIES AVAILABLE Other/See Remarks
IMPROVEMENTS None
OUTBUILDINGS None
MISCELLANEOUS FEATURES None
DOCUMENTS ON FILE Aerial Photos
FLOOD INSURANCE Unknown
SALE OPTIONS None
PROPOSED FINANCING Other/See Remarks
POSSESSION At Closing
SHOWING INSTRUCTIONS Call List Agent/Office
LOCKBOX None
AGENT TYPE Sellers Agent
OWNERSHIP Individual
TYPE OF LISTING Excl Right w/o Reserve
BUILDER OPTIONS Open Builder

FINANCIAL
Assumable Y/N No
General Taxes $700.12
General Tax Year 2019
Yearly Specials $0.00
Total Specials $0.00
HOA Y/N No
Yearly HOA Dues
HOA Initiation Fee
**PUBLIC REMARKS**

Public Remarks  OFFSITE & ONLINE REAL ESTATE AUCTION ON APRIL 2ND, 2020 AT 2:00 PM. AUCTION CONDUCTED AT ROWDY’S RUSTIC MOOSE LODGE (1221 W. COUNTRY RD - COLUMBUS, KS 66725 CLEAR TITLE AT CLOSING, NO BACK TAXES, PREVIEW AVAILABLE. NO MINIMUM, NO RESERVE!!! NO MINIMUM, NO RESERVE!!! 110.30 +/- acres just 3 miles southeast of Columbus, KS. Has not been offered for sale for many decades - this family oasis is selling regardless of price. Many wildlife to include plenty of deer and turkey. Buyer to obtain land owners crop share. Handshake lease with tenant farmer since 1997. Lease is up March 2021 but tenant would like to stay if desired by buyer. Brush Creek runs through parcel. Northern section is wooded, middle section is wheat, southern section is Brome hay. Actives include: farming, plowing, tiling, harvesting. Incredible hunting and recreational opportunities. Rolling, level and wooded land. Paved roads with dirt access road running east and west. Auction to be held at Rowdy's Rustic Moose Lodge (1221 W. Country Rd - Columbus, KS 66725) "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 $25,000.

**AUCTION**

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<td>Broker Registration</td>
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**TERMS OF SALE**

Terms of Sale

**PERSONAL PROPERTY**

Personal Property

**SOLD**

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<td>Net Sold Price</td>
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<td>Sold at Auction Y/N</td>
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**ADDITIONAL PICTURES**

![Image 1](image1.jpg)
![Image 2](image2.jpg)
![Image 3](image3.jpg)
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.
Property Address: 0 SE 10th St - Columbus, KS 66725

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: ____________________________

Owner: [Signature] Date: 2/26/2020

Administrator: [Signature] Date: ____________________________

Owner: [Signature] Date: ____________________________
WIRE FRAUD ALERT

**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 ___________________________

Administrator ____________________

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
## REPORT OF COMMODITIES

### FARM AND TRACT DETAIL LISTING

**Date:** 03/03/2020

**Program Year:** 2019

**Producer Name and Address:**

**Estate of Earl F. White**

4528 W MacArthur Rd

Wichita, KS 67215-1108

**NOTE:** The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a – as amended). The authority for requesting the information identified on this form is 7 CFR Part 718, the Farm Security and Rural Investment Act of 2002 (Pub L. 107-171), and the Agricultural Act of 2014 (Pub L. 113-79). The information will be used to collect producer certification of the report of acreage of crops/commodities and land use data which is needed in order to determine producer eligibility to participate in and receive benefits under FSA programs. The information collected on the form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable RTUs or the System of Records Notice for USDA/FSA-2, Farm Records File (Automated) and USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial of the producer’s request to participate in and/or receive benefits under FSA programs. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0175. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Department of Agriculture, Clearance Officer, Ag Box 7630, Washington, DC 20250, and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0560-0175), Washington, DC 20503. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

**FSA Physical Location:**

Cherokee, Kansas

4736 11/30/18

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Photo Number/Legal Description: W2 NW4(EX 8AC) & NW4 SW4 29-33-24

Farmland: 109.82 Cropland: 60.25 Reported on Cropland: 60.25 Difference: 0.00 Reported on Non-Cropland: 49.57

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FSA - 578 (Producer Print)

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

DATE: 03/03/2020
PAGE: 2

Farming Operation Totals

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CERTIFICATION: I certify to the best of my knowledge and belief that the acreage of crops/commodities and land uses listed herein are true and correct and that all required crops/commodities and land uses have been reported for the farm(s) as applicable. Absent any different or contrary prior subsequent certification filed by any producer for any crop for which NAP coverage has been purchased, I certify that the applicable crop, type, practice, and intended use is not planted if it is not included on the Report of Commodities for this crop year. The signing of this form gives FSA representatives authorization to enter and inspect crops/commodities and land uses on the above identified land. A signature date (the date the producer signs the FSA-578) will also be captured.

Producer’s Signature (By)                                Date

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/forms/ad-3027.html, and mail to USDA - Office of Civil Rights, 5301 19th Street NW, Suite 400, Washington, DC 20010-8000, or email at program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.
REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a – as amended). The authority for requesting the information identified on this form is 7 CFR Part 718, the Farm Security and Rural Investment Act of 2002 (Pub L. 107-171), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to collect producer certification of the report of acreage of crops/commodities and land use data which is needed in order to determine producer eligibility to participate in and receive benefits under FSA programs. The information collected on the form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated) and USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial of the producer’s request to participate in and receive benefits under FSA programs.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0175. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate, or any other aspect of this collection of information, including suggestions for reducing this burden, to the Department of Agriculture, Clearance Officer, Ag Box 7630, Washington, D.C. 20250; and to the office of Management and Budget, Paperwork Reduction Project (OMB No. 0560-0175), Washington, D.C. 20503. RETURN THIS COMPLETED FORM TO YOUR FSA COUNTY OFFICE.

FSA - 578 (Producer Print)

Producer Name and Address
ESTATE OF EARL F WHITE
4528 W MACARTHUR RD
WICHITA, KS 67215-1108

DATE: 03/03/2020
PAGE: 1

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Farmland: 109.82
Cropland: 60.25
Reported on Cropland: 30.00
Difference: -30.25

Note: All cropland has not been reported

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Farming Operation Totals

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CERTIFICATION: I certify to the best of my knowledge and belief that the acreage of crops/commodities and land uses listed herein are true and correct and that all required crops/commodities and land uses have been reported for the farm(s) as applicable. Absent any different or contrary prior subsequent certification filed by any producer for any crop for which NAP coverage has been purchased, I certify that the applicable crop, type, practice, and intended use is not planted if it is not included on the Report of Commodities for this crop year. The signing of this form gives FSA representatives authorization to enter and inspect crops/commodities and land uses on the above identified land. A signature date (the date the producer signs the FSA-578) will also be captured.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.
110.30 +/- Acres at 0 SE 10th St. - Columbus, KS 66725

Zoning Map: A-1 Agricultural
110.30 +/- Acres at 0 SE 10th St. - Columbus, KS 66725
Flood Plain: Area of Minimal Flood Hazard
110.30 +/- Acres at 0 SE 10th St. - Columbus, KS 66725
Aerial Map
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 enforable 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

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)