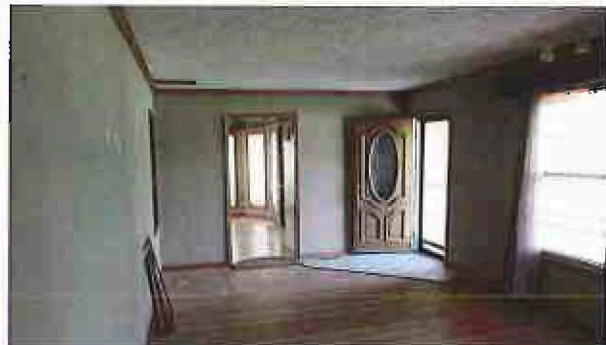


Property Information Packet



1523 S Andover Rd, Andover, KS 67002

Saturday, August 20th | 2:00 PM | Live w/Online Bidding
Pre-Bidding Begins | 2:00 PM | Saturday, August 13th

Berkshire Hathaway HomeServices PenFed Realty
1617 N Waterfront Parkway, Wichita, KS 67206
(316) 636-2323 PenFedAuctions.com



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- Auction Terms & Conditions

This is a RESERVE AUCTION, Final Bid is subject to the Sellers Confirmation. BROKER/AGENT PARTICIPATION IS RECOGNIZED AND A 3.0% COMMISSION IS BEING OFFERED TO THE BUYERS' BROKER/AGENT PRE-REGISTERING THE SUCCESSFUL BUYER. CONTACT THE LISTING BROKER FOR PRE-REGISTRATION MATERIALS. All information deemed reliable but not guaranteed. Verify school information. TOTAL PURCHASE PRICE WILL INCLUDE A 10% BUYER'S PREMIUM WHICH WILL BE ADDED TO THE FINAL BID. The property is being sold "AS-IS, WHERE-IS" and without warranty or guarantee of any kind. Each potential buyer is encouraged to perform his/her own independent inspections, investigations and due diligence concerning the described property completed prior to bidding. Descriptions are believed to be accurate but are not guaranteed. All announcements made the day of sale supersede any and all printed material. The seller is offering no other terms or contingencies. Buyers are encouraged to seek financing, just understand your bidding is not contingent on financing, appraisal or inspections. A non-refundable deposit of \$2500.00 is due the day of auction and upon the execution of the purchase agreement. Deposit may be in the form of a Cashier's Check, Personal Check, ACH Deposit or Cash.

08/19/2022

Click photo to enlarge or view multi-photos.



Residential Agent Full

MLS #	612910	AG Bedrooms	2
Status	Active	Total Bedrooms	2.00
Type	Single Family OnSite Blt	AG Full/Half Bath	1 / 1
Address	1523 S Andover Rd	T Full/T Half/T Bths	1 / 1 / 2
Address 2		Approx AGLA/Src	1799 / Court House
	Andover , KS 67002	Approx BFA/Src	0.00 / Court House
County	Butler	Approx TFLA	1,799
Area	B51 - NE Andover	Garage Size	0
Subdivision	ANDOVER	Original Price	\$0
Asking Price	\$0	Levels	One Story
Elem School	Andover	Basement	None
Middle School	Andover	Approximate Age	51 - 80 Years
High School	Andover Central	Year Built	1957
Lot Size/SqFt	40,075	Acreage Range	1/2 to 1 Acre
Sale/Rent/Auction	Auction	Number of Acres	0.80

General Info

Level	Room Type	Dimensions	Floor
M	Master Bedroom	22x14	Other
M	Living Room	20x14	Other
M	Kitchen	12x8	Vinyl
M	Bedroom		Other
M	Family Room		Other

Display on Public Website	Yes	Display Address	Yes
VOW: Allow 3rd Party Comm	Yes	VOW: Allow AVM	Yes
Est. Completion Date			
Builder			Schedule a Showing
Parcel ID	08309-30-0-40-05-002.01-0		
\$/TFLA	\$0.00		
\$/AGLA	\$0.00		
Legal	S30 , T27 , R03E , BEG 55W & 180S NE/C SE1/4 SE1/4 SE1/4 W232.3 S150 E232.7 N150 TO POB		
Directions	From Kellogg turn South on Andover Rd. Go about 1 mile and it is on the left side of road on the corner of Andover and Harry St.		
Old Total Baths			

Features

APPLIANCES Dishwasher, Disposal, Refrigerator, Range/Oven

BASEMENT FINISH None

EXTERIOR AMENITIES Corral, Patio, Covered Deck, Fence-Wrought Iron/Alum, Guttering, RV Parking

INTERIOR AMENITIES Ceiling Fan(s)

ARCHITECTURE Ranch

EXTERIOR CONSTRUCTION Frame w/Less than 50% Mas

LOT DESCRIPTION Standard

COOLING Central, Electric

KITCHEN FEATURES Gas Hookup, Granite Counters

MASTER BEDROOM Master Bdrm on Main Level

LAUNDRY Main Floor, 220-Electric

BASEMENT / FOUNDATION None

OWNERSHIP Individual

WARRANTY No Warranty Provided

PROPERTY CONDITION REPORT No

FLOOD INSURANCE Unknown

ROOF Composition

FRONTAGE Paved Frontage

HEATING Forced Air, Gas

FIREPLACE One, Family Room, Gas Starter

DINING AREA Dining L/Alcove

UTILITIES Sewer, Natural Gas, Public Water

GARAGE None

POSSESSION At Closing

DOCUMENTS ON FILE Ground Water, Lead Paint

PROPOSED FINANCING Conventional, Other/See Remarks

Comments

Private Remarks

Auction site: www.PenFedAuctions.com ***BROKER/AGENT PARTICIPATION IS RECOGNIZED AND A 3.0% COMMISSION IS BEING OFFERED TO THE BUYERS' BROKER/AGENT PRE-REGISTERING THE SUCCESSFUL BUYER. REGISTRATION MUST BE RECEIVED PRIOR TO THE BEGINNING OF THE AUCTION. CONTACT THE LISTING BROKER FOR PRE-REGISTRATION MATERIALS. ***ATTENTION AGENTS*** The Dave Brown Group does not release CBS Codes for inspections, Buyer's Agents are expected to attend all inspections and to open the home for all inspectors.***All information deemed reliable, but not guaranteed. Some room sizes may be estimated. Check with the school district to verify boundaries.

Public Remarks

This home was damaged by the recent tornado that went through the southern side of Andover, many repairs are being done prior to the auction. Home will be receiving a new composition roof, new windows, all new siding (proposed White Vinyl), the brick wainscoting will be removed, and a few other miscellaneous exterior repairs will be done. The home had also had a small fire in the back room (family room), this damage will not be addressed, the home will be sold "AS IS". ****LIVE AUCTION w/LIVE AND ONLINE BIDDING **THIS PROPERTY IS BEING OFFERED FOR AUCTION ON Aug 20th, 2022 . BROKER/AGENT PARTICIPATION IS RECOGNIZED AND A 3 % REFERRAL COMMISSION IS BEING OFFERED TO THE BUYERS' BROKER/AGENT PRE -REGISTERING THE SUCCESSFUL BUYER. CONTACT THE LISTING BROKER FOR PRE-REGISTRATION MATERIALS. TOTAL PURCHASE PRICE WILL INCLUDE A 10% BUYER'S PREMIUM WHICH WILL BE ADDED TO THE FINAL BID. THIS IS A RESERVE AUCTION, Sale is subject to seller confirmation . The property is being sold "AS-IS, WHERE-IS" and without warranty or guarantee of any kind. Each potential buyer is encouraged to perform his/her own independent inspections, investigations and due diligence concerning the described property. It is the buyer's responsibility to have any and all desired inspections completed prior to bidding. Descriptions are believed to be accurate but are not guaranteed. All announcements made day of sale supersede any and all printed material. The seller is offering no other terms or contingencies. Final bid is subject to confirmation and acceptance by the Seller. Buyers are encouraged to seek financing, just understand your bidding is NOT contingent on financing or inspections. Total purchase price will include a 10% buyer's premium added to the final bid. A non-refundable deposit of \$2500 is due the day of auction and upon the execution of the purchase agreement. Closing to take place with Security First Title, Preliminary Title Work is available for review. Deposit may be in the form of a Cashier's Check, Personal Check or Cash.**

Virtual Tour
Virtual Tour 2

Virtual Tour 3
Virtual Tour 4

Taxes & Financing

Assumable Y/N	No	General Property Taxes	\$2,651.50	General Tax Year	2021
Yearly Specials	\$386.04	Total Specials	\$0.00	Currently Rented Y/N	No
Yearly HOA Dues		HOA Y/N	No	Earnest \$ Deposited With	Security 1st Title
Home Warranty Purchased	None	HOA Initiation Fee			
		Rental Amount			

Office and Showing Information

List Office	Berkshire Hathaway PenFed Realty	Office Phone	OFF: 316-636-2323	List Date	6/13/2022
List Agent	Dave Brown	Agent Phone	CELL: 316-461-6297	Expiration Date	10/16/2022
Co-List Office	Berkshire Hathaway PenFed Realty	Co-Office	OFF: 316-636-2323	Sub-Agent Comm	0
Co-List Agent	Lisa Journagan	Co-Agent	CELL: 316-250-3159	Buyer-Broker Comm	3.0
DOM / CDOM	67 / 67			Trans Broker Comm	3.0
Type of Listing	Excl Right w/o Reserve / Full Service	Virtual Tour		Variable Comm	Non-Variable
To Show	Appt Req-Call Showing #	Showing Phone	1-800-301-2055	Agent Type	Designated Sell Agent
Lockbox	SCKMLS	Model Home Ph		Input Date	6/15/2022 4:19 PM
				Showing/Appt	1-800-301-2055

How Sold	Pending Date	Closing Date
Net Sold Price	Includes Lot	Previously Listed
Sale Price		Short Sale
Sell Office	Selling Agent	
Co-Sell Office	Co-Sell Agent	
Appraiser Name	Seller Paid Loan Asst.	

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 2022 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.



**BERKSHIRE
HATHAWAY**
HomeServices
PenFed Realty

Special Assessment Disclosure

In reference to the real property commonly known as: 1523 S Andover Rd, Andover, KS

The law requires that the Seller disclose the existence of special assessments or fees against a property. The Seller hereby discloses the following information:

Type	CAMA Number		Tax Identification					
RL	300 30 0 40 05 002 01 0 01		001-1110001					
Owner ID	ROGE00178	ROGERS, CRAIG WILLIAM, SR						
Taxpayer ID	ROGE00178	ROGERS, CRAIG WILLIAM, SR						
1523 S ANDOVER			67002					
Subdivision	Block	Lot(s)	Section	30	Township	27	Range	03
Year	Statement #	Line #	Warrant #	Specials Description	Specials Payoff	1st Half Due	2nd Half Due	Total Due*
2021	0051035	001			0.00	1,325.75	1,325.75	1,374.44
2021	0051035	002		SALES SEWER 2022	193.02	193.02	193.02	197.78

Buyer

Authentisign
Regina M Rogers

Seller

Buyer

Seller

Date

06/13/2022
Date

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) RMR 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) RMR 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) LJ 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>Regina M Rogers</u>	<u>06/13/2022</u>	_____	_____
Seller Regina M Rogers	Date	Seller	Date
_____	_____	<u>Purchaser</u>	_____
Purchaser	Date	<u>Lisa Journagan</u>	<u>06/13/2022</u>
_____	_____	_____	_____
Agent Lisa Journagan	Date	Agent	Date



GROUNDWATER / ENVIRONMENTAL ADDENDUM

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

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

5 The parties are proposing the sale and purchase of certain property, commonly known as:
6 1523 S Andover Rd Wichita KS 67002

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

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

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

10 RMR Seller has no knowledge of groundwater contamination or other environmental concerns;
11 or
12 _____ Known groundwater contamination or other environmental concerns are:
13
14

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

16 RMR Seller has no reports or records pertaining to groundwater contamination or other
17 environmental concerns; or
18 _____ Seller has provided the Buyer with all available records and reports pertaining to
19 groundwater contamination or other environmental concerns (list document below);
20
21

22 **BUYER'S ACKNOWLEDGMENT (please complete c below)**

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

24 **CERTIFICATION**

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

28 Regina M Rogers 06/13/2022
29 Seller Regina M Rogers Date Buyer _____ Date
30 _____
31 Seller _____ Date Buyer _____ Date

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PRELIMINARY TITLE SEARCH REPORT

Prepared By:
Security 1st Title
114 E. Central Ave.
El Dorado, KS 67042
Phone: (316) 322-8164
Fax: (316) 322-9825

Prepared Exclusively For:
PenFed Realty, LLC
1617 N Waterfront Pkwy, Suite 110
Wichita, KS 67206
Phone: 316-440-2162
Fax: 316-440-2062

Contact: **Lesley McKown**
Email: lmckown@security1st.com

Contact: **Dave Brown**
Email: davidb@penfedrealty.com;
pam.hubbard@penfedrealty.com

Report No: **2529192**

Report Effective Date: **June 15, 2022, at 7:30 a.m.**

Property Address: **1523 S. Andover Rd, Andover, KS 67002**

This Title Search Report is NOT a commitment to insure and is not to be construed as an Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the specific benefit of **PenFed Realty, LLC**, and as such should not be relied upon by any other party for any Real Estate Transaction. Any and all loss or damage that may occur by reason of any errors and omissions in this Company's Report is limited to \$1,000.00 and the fee it received for the preparation and issuance of this report, if any.

1. **Fee Simple** interest in the Land described in this Report is owned, at the Report Effective Date, by

The Heirs of Craig William Rogers, Sr., deceased, Case No. 22PR33

2. The Land referred to in this Report is described as follows:

Commencing at a point 30 feet south and 35 feet west of the Northeast Corner of the Southeast Quarter, Southeast Quarter of the Southeast Quarter of Section 30, Township 27 South, Range 3 East of the 6th P.M.; thence south 150 feet for the point of beginning; thence west 252.67 feet; thence south 150 feet; thence east 252.74 feet; thence north 150 feet to the point of beginning, all in Butler County, Kansas.

3. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional



Security 1st Title

Any questions regarding this report should be directed to: **Lesley McKown**

Phone: **316-322-8164**, Email: **lmckown@security1st.com**

Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **Case No. 22PR33; In the Matter of the Estate of Craig W. Rogers, Sr., deceased; Petition to Issuance of Letters of Administration filed on March 2, 2022 by Kenneth Jack, attorney; Letters of Administration filed April 28, 2022 wherein Regina M. Rogers was named Administrator; we require:**
 - a. Complete proper sales proceedings as to subject property.
 - b. File certificate of appraisal by representative-appointed, court approved appraiser, or proof of auction notice
 - c. If the Estate is valued in excess of \$1,000,000.00, furnish proof satisfactory to the Company that no Kansas State Inheritance Tax and no Federal Estate Tax are due from said estate. (The amount given is valid if the decedent died prior to January 1, 2006. If death occurred earlier, contact the Company.)
6. **File an Administrator's Deed from Regina M. Rogers, Administrator of the Estate of Craig William Rogers, Sr. a/k/a Craig W. Rogers, Sr., deceased, Case No. 22PR33 to To Be Determined.**

Said deed must contain the actual consideration received and contain appropriate recitals to indicate that the deed is made pursuant to the order of the court to sell and showing the date thereof.

7. **Recording Fees and Information for Kansas Counties:**

Deed: \$21.00 (first page) + \$17.00 (each additional page)
Mortgage: \$21.00 (first page) + \$17.00 (each additional page)
Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)
Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services



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and format requirements, please contact the Register of Deeds Office for the specific county in question.

(NOTE: Beginning January 1, 2019, Mortgage Registration Tax is no longer required in the State of Kansas.)

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

NOTE: For documents electronically recorded, there is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.

4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any other matters that may arise after the date of this report:
 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
 2. Rights or claims of parties in possession not shown by the Public Records
 3. Easements, or claims of easements, not shown by the Public Records
 4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land
 5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
 6. Taxes, or special assessments, if any, not shown as existing liens by the Public



Security 1st Title

Any questions regarding this report should be directed to: **Lesley McKown**

Phone: **316-322-8164**, Email: **lmckown@security1st.com**

Records

7. **General taxes and special assessments for the fiscal year 2021 in the original amount of \$3,037.54.**
First Installment: \$1,518.77, PAID
Second Installment: \$1,518.77+, DELINQUENT
Property I.D. # 001-1110001
8. **An easement for aerial plant, recorded as Misc. Book 240, page 14**
In favor of: Southwestern Bell Telephone Company
Affects: portion of subject property
9. **A street right-of-way dedication, recorded as Book 2010, page 557**
In favor of: City of Andover
Affects: portion of subject property
10. **A street right-of-way dedication, recorded as Book 2010, Page 558**
In favor of: City of Andover
Affects: portion of subject property
11. **Subject property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of resolutions] in Misc. Book 364, Page 56, Book 1087, Page 49 and in Book 1227, Page 65.**
12. **Rights of parties in possession under unrecorded leases.**

Dated: **June 15, 2022**, at **7:30 a.m.**

SECURITY 1ST TITLE

By: _____

LICENSED ABSTRACTER



CALL BEFORE YOU WIRE FUNDS

Real estate buyers and sellers are targets for wire fraud and many have lost hundreds of thousands of dollars because they failed to take two simple steps.

Obtain the phone number of your real estate agent and your escrow agent at your first meeting.

Call the known phone number to speak directly with your agent or escrow officer to confirm wire instructions PRIOR to wiring

Beware that cyber stalking and fraud are always changing.

Here is an example of a common type of fraud:

An email account (this could be agent's, escrow's, or consumer's email) is hacked. Hacker monitors the account, waiting for the time when consumer must wire funds. Agent, escrow, and consumer have no knowledge they are being monitored. Hacker, impersonating agent or escrow, instructs consumer to wire funds immediately. The wire instructions are for an account controlled by hacker. These instructions often create a sense of urgency and often explain that the agent or escrow officer cannot be reached by phone so any follow-up must be by email. When consumer replies to this email, consumer's email is diverted to hacker. Consumer wires the funds which are stolen by hacker with no recourse for consumer.

Never wire funds without first calling the known phone number for agent or escrow and confirming the wire instructions. Do not rely upon e-mail communications.

The best way to isolate yourself against this fraud is not to utilize electronic means to transfer money pertaining to a real estate transaction (i.e. ETF, wire transfer, electronic check, direct deposit, etc...)

The undersigned hereby acknowledge(s) receipt of this notice and the risks associated with, and the vulnerabilities of electronic transfer of funds. The undersigned further agree that if electronic transfer of funds is utilized in this transaction, they hereby hold the Brokerages, their agents and the designated title company harmless from all claims arising out of inaccurate transfer instructions, fraudulent taking of said funds and/or any other damage relating to the conduct of third parties influencing the implementation of transfer instructions.

Authorized Email Address

Authorized Email Address

Authorized Phone Number

Authorized Phone Number

Consumer Signature & Date

Consumer Signature & Date

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City of Andover Zoning



8/18/2022, 3:42:29 PM

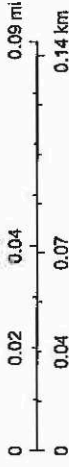
Zoning District

- SF-1 Single-Family Residential/Low Density District
- SF-2 Single-Family Residential/Medium Density District
- MXR Multiple-Family/Mixed Residential Use District
- B-3 Retail & Service Business District
- City Limits

Arterial Transition Overlay District

- Variance
- Vacation
- Conditional Use Permit
- Parcel

1:2,257

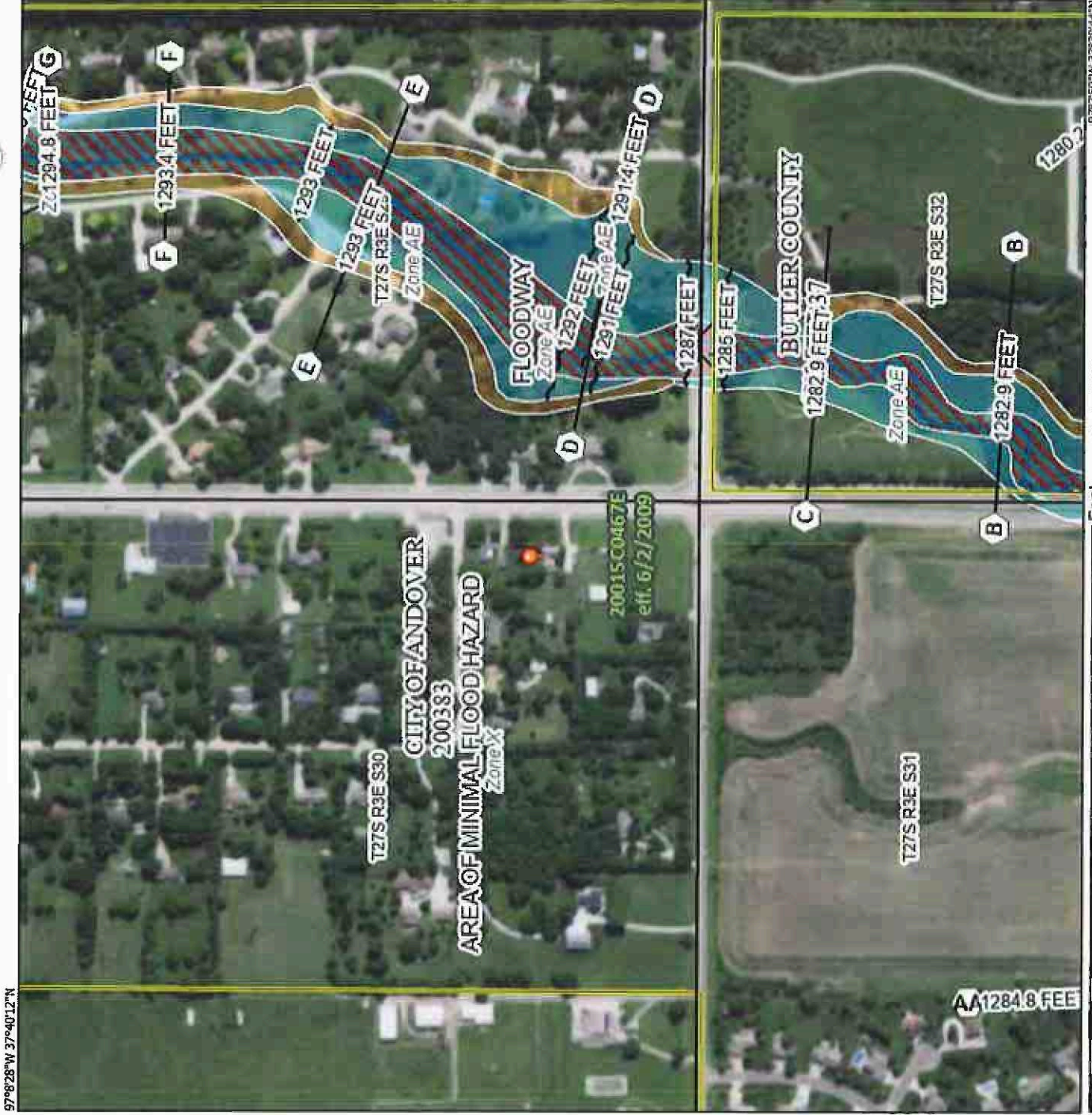


Maxar, Microsoft, Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community

National Flood Hazard Layer FIRMette



97°8'28"W 37°40'12"N



0 250 500 1,000 1,500 2,000 Feet

1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIG REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE) Zone A, V, AE, AH, VE, AR With BFE or Depth Zone AE, AH, VE, AR Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X Future Conditions 1% Annual Chance Flood Hazard Zone X Area with Reduced Flood Risk due to Levee. See Notes, Zone X Area with Flood Risk due to Levee Zone D
OTHER AREAS	NO SCREEN Area of Minimal Flood Hazard Zone X Effective LOMRs Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES	Channel, Culvert, or Storm Sewer Levee, Dike, or Floodwall
OTHER FEATURES	Cross Sections with 1% Annual Chance Water Surface Elevation Coastal Transect Base Flood Elevation Line (BFE) Limit of Study Jurisdiction Boundary Coastal Transect Baseline Profile Baseline Hydrographic Feature
MAP PANELS	Digital Data Available No Digital Data Available Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 8/18/2022 at 11:59 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



BERKSHIRE HATHAWAY | PenFed Realty
HomeServices

ONLINE AUCTION

TERMS AND CONDITIONS

Thank you for participating in today's auction. The auction will be conducted by Berkshire Hathaway HomeServices PenFed Realty, LLC ("PenFed Realty") 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 PenFed Realty.

1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, any auction announcements, and the Contract for Purchase and Sale. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
2. The Real Estate offered for sale at auction is legally described in the Contract for Purchase and Sale, a copy of which is available for inspection from PenFed Realty at Bidder's request.
3. 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 PenFed Realty, 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 PenFed Realty has been obtained from a variety of sources. Seller and PenFed Realty 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 PenFed Realty.
4. 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. PenFed Realty 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.
5. 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.
6. The Real Estate is not offered contingent upon financing.
7. 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 PenFed Realty. 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 PenFed Realty prior to the auction.

8. Auction announcements or postings take precedence over anything previously stated or printed, including these Terms and Conditions. In the event of a conflict between these Terms and Conditions and any other rules, terms, or agreements governing the use of the online bidding platform, these Terms and Conditions govern.
9. 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.
10. These Terms and Conditions, especially as they relate to the qualifications of potential bidders, are designed for the protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole discretion of Seller or PenFed Realty, exceptions to certain Terms and Conditions may be made.
11. In the event Bidder is the successful bidder at the auction, Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. In the event that Bidder is the successful bidder but fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.
12. It is the responsibility of Bidder to make sure that PenFed Realty is aware of Bidder's attempt to place a bid. PenFed Realty disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. PenFed Realty is not responsible for errors in bidding and Bidder releases and waives any claims against PenFed Realty for bidding errors.
13. Bidder authorizes PenFed Realty to film, photograph, or otherwise record the voice or image of Bidder and any guest or minor 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.
14. Broker/agent participation is invited. Broker/agents must pre-register with PenFed Realty no later than 5 p.m. on the business day prior to the auction by completing the Broker Registration Form, available on PenFed Realty website.
15. PenFed Realty is acting solely as the designated agent of the Seller and not as an agent for Bidder. PenFed Realty is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will PenFed Realty be liable to Bidder for any damages, including incidental or consequential damages, arising out of or related to this auction, the Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale.
16. Neither Seller nor PenFed Realty, 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 PenFed Realty 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 PenFed Realty are not responsible for any lost, stolen, or damaged property.
17. To the extent permitted under applicable law, PenFed Realty has the right to establish all bidding increments.
18. PenFed Realty may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
19. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
20. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.

21. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
22. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.
23. 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.
24. When creating an online bidding account, Bidder must provide accurate and complete 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 PenFed Realty at auctions@penfedrealty.com.
25. Bids submitted using the online bidding platform cannot be retracted. Bidder uses the online bidding platform at Bidder's sole risk. PenFed Realty is not responsible for any errors or omissions relating to the submission or acceptance of online bids. PenFed Realty 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 PenFed Realty 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.
26. 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 PenFed Realty until the auction is initiated and will not be deemed submitted or accepted by PenFed Realty until the auction of the particular lot is formally initiated by PenFed Realty.
27. In the event of issues relating to the availability or functionality of the online bidding platform during the auction, PenFed Realty may, in its sole discretion, elect to extend the scheduled closing time of the auction.
28. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set out in paragraph 7 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 PenFed Realty may attempt to resell the Real Estate to other potential buyers. Regardless of whether PenFed Realty 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.
29. 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.

Bidders Signature

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