



Absolute Real Estate Auction  
Terms and Conditions



**AUCTION DATE: 3602 W 7<sup>th</sup> Hutchinson**

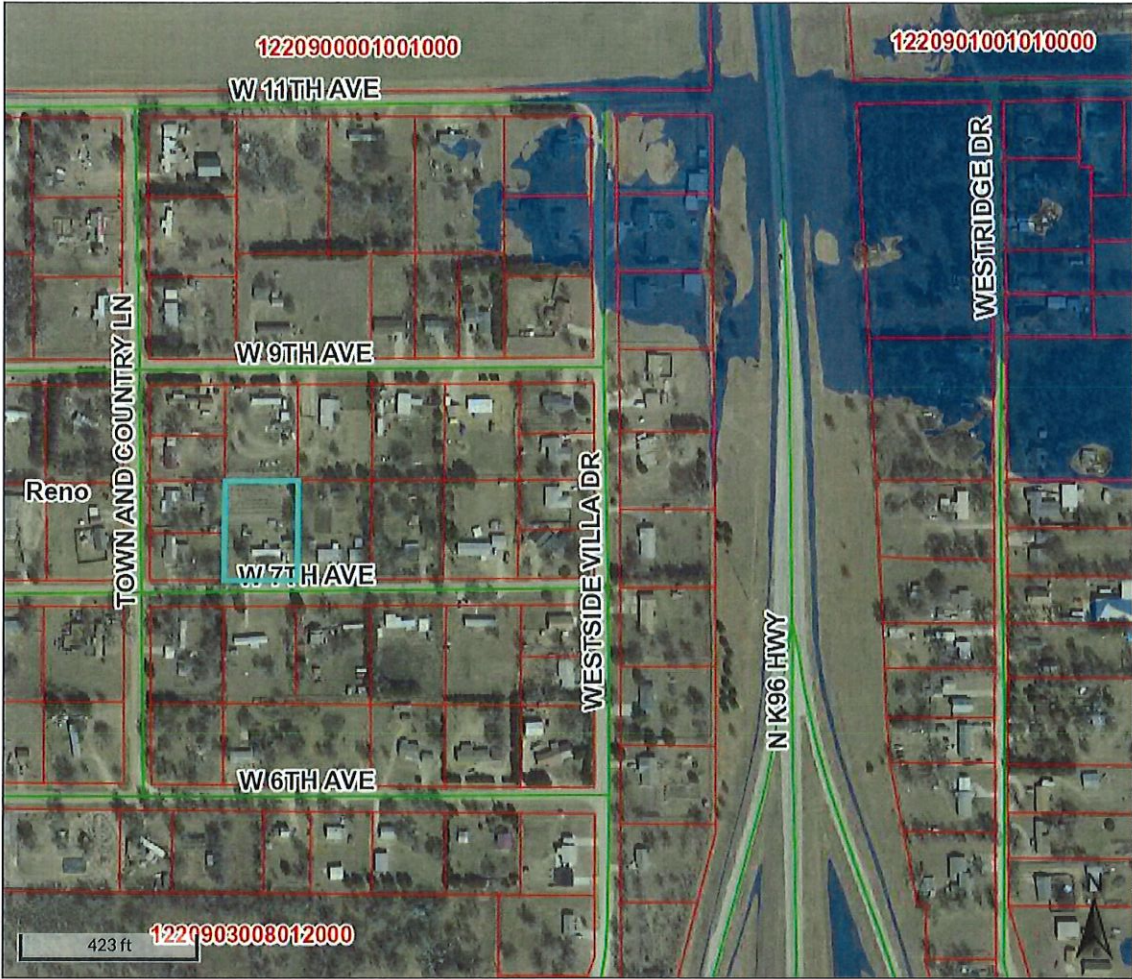
The following terms and conditions form an integral part of the auction to be conducted by Realty Executives Sudduth Realty & Auctions, Inc. ("Sudduth Realty") on behalf of the Seller. The real estate offered for sale ("Property") at auction is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from Realty Executives Sudduth Realty & Auctions, Inc. It is Bidder's obligation to familiarize themselves with the terms of the Auction, as bidding upon real estate at auction is final and irrevocable act. The terms of the Auction are not subject to change or negotiation after the fact. It is Bidder's responsibility to review all available printed materials and listen to the Auction announcements for updated or modified specifications, terms, or disclosures.

1. **DEFINITIONS.** Each capitalized term used in these Terms and Conditions shall have the meaning ascribed to such term herein. "Auction" shall refer to the public sale of the Property to be held on the Auction Date. "Seller" shall refer to the consignor of the Property. "Buyer" shall refer to the bidder offering the highest bid accepted by the Auctioneer for the Property. "Bidder" shall refer to any person or entity who has registered for or placed a bid at the Auction.
2. **CONSENT TO TERMS.** Registering for or bidding at the Auction will be deemed proof of Bidder's receipt of and agreement to be bound by these Terms and Conditions, any announcements made at the auction, and, if Bidder becomes the Buyer, the Contract for Purchase and Sale. Bidder further agrees and understands any announcements made during the Auction take precedence over anything previously stated or printed, including these Terms and Conditions.
3. **PROPERTY CONDITION.** The Property 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 Sudduth Realty, including, but not limited to, the following the condition of the Property; the Property's suitability for any or all activities or uses; the Property's compliance with any laws, rules, ordinances, regulation, or codes of any applicable government authority; the Property's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Property of any hazardous materials or substances; or any other matter concerning the Property. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Property prior to bidding.
4. **INSPECTIONS.** The Property is not offered contingent upon inspections. 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 mild; 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 Property prior to the auction and that Bidder has either performed all desired inspection or accepts the risk of not having done so. Any information provided by Seller or Sudduth Realty has been obtained from a variety of sources. Seller and Sudduth 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 Property, Bidder is relying solely on Bidder's own investigation of the Property and not on any information provided or to be provided by Seller or Sudduth Realty.
5. **PERSONAL PROPERTY.** No personal property shall be conveyed with the Property unless specifically included in the Contract for Purchase and Sale.
6. **FINANCING CONTINGENCY.** The Property is being auctioned as a cash sale which is not contingent on Buyer's ability to obtain financing. It is Bidder's responsibility to ensure purchase money funds are in place prior to bidding at the Auction. Buyer's failure to close as a result of insufficient financing shall constitute a breach of contract.
7. **BIDDER REGISTRATION.** This Auction is for registered bidders only. Live Bidders MUST register their name, address, and telephone number with Sudduth Realty, along with a photo I.D. on or before the day of the Auction either in person or online.
8. **AUCTION PROCEDURE.** For purposes of the Auction, the Property will be offered in one parcel as identified in the Contract for Purchase and Sale. Bidder's bid constitutes an irrevocable offer to purchase the Property and Bidder may be bound by said offer. The final bid price shall be determined by competitive bidding. Bids remain open until the auctioneer declares the bidding closed. Should any dispute arise between Bidders, the Auctioneer shall have the right to make the final decision to either determine the successful Bidder or to re-sell the property that is in dispute. Auctioneer's sales records shall be conclusive in all respects. It is the responsibility of Bidder to make sure that Sudduth Realty is aware of Bidder's attempt to place a bid. Sudduth Realty disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. Sudduth Realty is not responsible for errors in bidding and Bidder releases and waives any claim against Sudduth Realty for bidding errors.
9. **BUYER'S PREMIUM.** A buyer's premium of 10% of the final bid price (\$1,500 minimum) will be added final bid price determine the total sales price ("Sales Price") for the Property.
10. **ABSOLUTE AUCTION.** The Property shall be sold to the highest bidder regardless of price at unreserved auction. The sale shall not be subject to any minimum bid or reserve price.
11. **EXECUTION OF CONTRACT.** Buyer must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of personal check, cashier's check, or immediately available certified funds in the amount set forth by Sudduth Realty. The balance of the Sales Price will be due in immediately available certified funds at closing on the specified closing date. Closing must occur within 30 days of the date of the Auction, or as otherwise agreed by Seller and Buyer.
12. **EARNEST MONEY DEPOSIT.** Upon completion of the Auction, Buyer shall deliver to Seller a non-refundable earnest money deposit equal to 10% of the Sales Price.

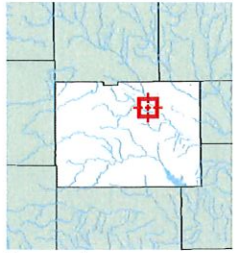
13. **ASSIGNMENT.** No Bidder or Buyer may assign any of its rights or obligations under these Terms and Conditions, including their bid or obligation to purchase the Property, without the written consent of Seller and Sudduth Realty. In the event such written consent is provided, these Terms and Conditions are binding on Bidder and Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
14. **FAILURE BY BUYER.** If Buyer fails or refuses to execute the Contract for Purchase and Sale, 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 Buyer and Seller for the sale and purchase of the Property.
15. **ONLINE AUCTIONS/BIDS.** In the case of online bidding neither the company providing the software nor Sudduth Realty shall be held responsible for any missed bid or the failure of the software to function properly for any reason. A winning online bidder is required to execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the amount set forth by Sudduth Realty the next business day following the conclusion of the Auction. Such earnest money deposit must be in the form of wire transfer, cashier's check, or personal check with bank letter of guarantee. The closing time of an online auction shall automatically extend an additional 2 minutes whenever a bid is placed within the last 2 minutes of the scheduled closing time.
16. **BROKER/AGENT PARTICIPATION.** Real estate broker or agent participation is welcomed. Any brokers or agents must pre-register with Sudduth Realty no later than 5p.m. 2 business days prior to auction date by completing the Broker Registration Form, available on SudduthRealty.com. Buyer Brokers must register with Sudduth Realty before buyers register online
17. **CHOICE OF LAW.** These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas. 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.
18. **AUCTIONEER'S LIABILITY.** Sudduth Realty is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will Sudduth Realty be liable to Bidder for any 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. 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. Sudduth Realty may not be held responsible for the correctness of any such representation or warranties or for the accuracy of the description of the Property. Neither Seller nor Sudduth Realty, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the Property. Any person entering on the Property assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and Sudduth Realty expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the Property, whether obvious or hidden. Seller and Sudduth Realty are not responsible for any lost, stolen, or damaged property.
19. **AGENT OF SELLER.** The Auctioneer, Sudduth Realty (and any appointed real estate agent, where applicable), is acting as a designated Seller's and not as an agent of the Buyer. The Buyer may be required to sign an Agency Agreement acknowledging that they are aware they are not receiving any representation.
20. **MEDIA RELEASE.** Bidder authorizes, and warrants that such Bidder has authority and consent to authorize, Sudduth 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 Property, for promotional or other commercial purposes.
21. **REFUSAL OF SERVICE.** Sudduth 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, and may further to refuse admittance to or expel anyone from the auction premises for interference with the Auction activities, nuisance, canvassing or any other reason deemed necessary by Sudduth Realty.
22. **FAIR HOUSING.** Sudduth Realty is committed to compliance with all federal, state, and local fair housing laws, and will not discriminate against any person because of race, color, religion, national origin, sex, familial status, disability, or any other specific classes protected by applicable laws. Sudduth Realty will allow reasonable accommodation or reasonable modification based upon a disability-related need.
23. **CONTACT INFORMATION.** Sudduth Realty is committed to protecting your privacy and will only share personal information you provide with third parties for the purpose of improving our services or for providing notifications and marketing. You may opt out of any contact or notifications, or to have us remove your personal information by sending a request to our office at [office@sudduthrealty.com](mailto:office@sudduthrealty.com).

|        |      |       |      |
|--------|------|-------|------|
| Seller | Date | Buyer | Date |
| Seller | Date | Buyer | Date |





Overview



Legend

- Parcel Numbers
- Parcels
- Townships
- Flood Hazard Areas
- Floodway
- 1% Annual Chance Flood
- 0.2% Annual Chance Flood
- Road Centerline
- Reno County Boundary

|                       |   |              |                 |               |                            |
|-----------------------|---|--------------|-----------------|---------------|----------------------------|
| Parcel ID             | 1220903005010000                                      | Alternate ID | R16072          | Owner Address | COLVARD, VERNON L & MARY E |
| Sec/Twp/Rng           | 09-23-06W   | Class        | R - Residential |               | 204 N LOGAN AVE            |
| Property Address      | 3602 W 7TH AVE  | Acreage      | n/a             |               | LYONS, KS 67554            |
|                       | Hutchinson  |              |                 |               |                            |
| District              | 120   |              |                 |               |                            |
| Brief Tax Description | WESTSIDE VILLA REPLAT, S09, T23, R06W, BLOCK 5, Lot 8 |              |                 |               |                            |
|                       | (Note: Not to be used on legal documents)             |              |                 |               |                            |

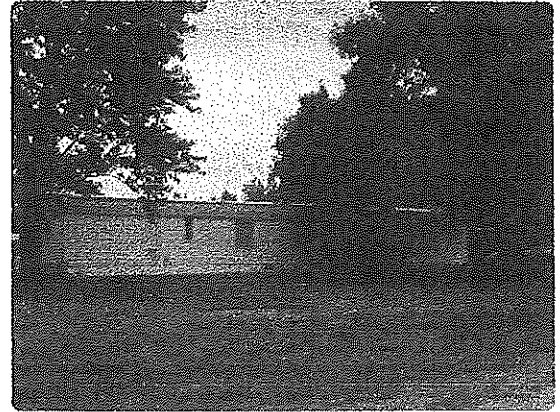
Date created: 4/13/2022  
 Last Data Uploaded: 4/12/2022 10:11:51 PM

Developed by  Schneider  
 GEOSPATIAL

# Beacon<sup>TM</sup> Reno County, KS

## Summary

**Parcel ID** 1220903005010000  
**Quick Ref ID** R16072  
**Property Address** 3602 W 7TH AVE  
 HUTCHINSON, KS 67501  
**Brief Tax Description** WESTSIDE VILLA REPLAT, S09, T23, R06W, BLOCK 5, Lot 8  
 (Note: Not to be used on legal documents)  
**Taxing Unit Group** 120  
**Lot Size (SF)** 38689  
**Acreage** 0  
**Property Class** Residential  
**Zoning** N/A  
**Lot/Block Subdivision** 8 - Block 5 - WESTSIDE VILLA REPLAT  
**S-T-R** 09-23-06W  
**Deed Book & Page**  
**Neighborhood** 073.1



## Owner

**Primary Owner**  
 Colvard, Vernon L & Mary E  
 204 N Logan Ave  
 Lyons, KS 67554

## Market Land Info

| Method | Type             | AC/SF  | Class |
|--------|------------------|--------|-------|
| Sqft   | Primary Site - 1 | 38,689 |       |

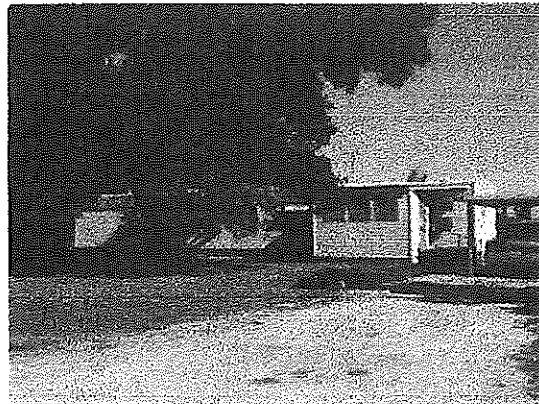
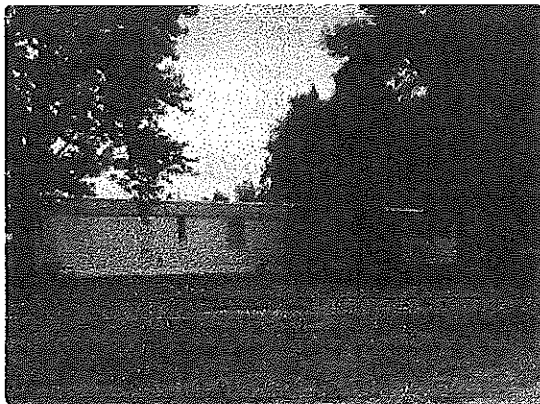
## Mobile Home Information

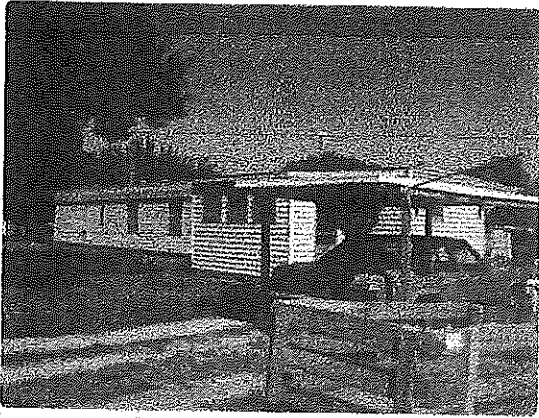
| Year Built | Style      | Width | Length | Quality | CDU      | Condition | Space Number | Do Not Post | Value   |
|------------|------------|-------|--------|---------|----------|-----------|--------------|-------------|---------|
| 1975       | Singlewide | 14    | 66     | FR      | 06 - FR- | FR        |              | 1           | \$6,350 |

## Valuation

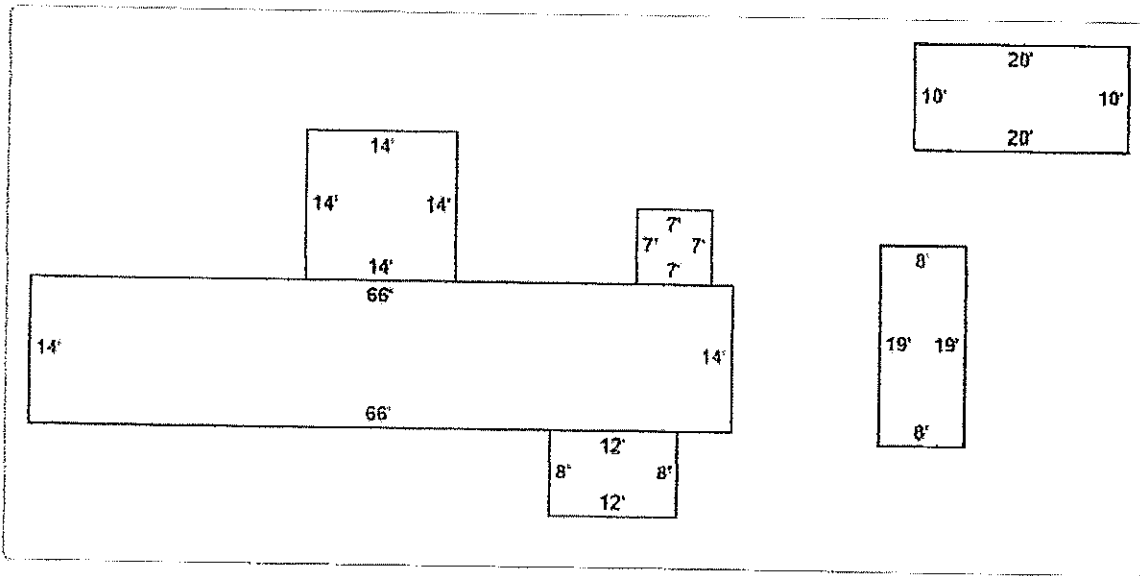
| Class        | 2021 Appraised Value |            |  | Total           | Class        | 2020 Appraised Value |            |  | Total           |
|--------------|----------------------|------------|--|-----------------|--------------|----------------------|------------|--|-----------------|
|              | Land                 | Building   |  |                 |              | Land                 | Building   |  |                 |
| R            | \$10,950             | \$0        |  | \$10,950        | R            | \$10,200             | \$0        |  | \$10,200        |
| <b>Total</b> | <b>\$10,950</b>      | <b>\$0</b> |  | <b>\$10,950</b> | <b>Total</b> | <b>\$10,200</b>      | <b>\$0</b> |  | <b>\$10,200</b> |

## Photos





Sketches



No data available for the following modules: Ag Acreage, Residential Information, Commercial Information, Other Buildings, Other Building Components, Building Permits.

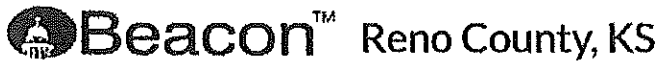
Disclaimer: The information in this web site represents current data from a working file which is updated continuously. Information is believed reliable, but its accuracy cannot be guaranteed. No warranty, express or implied, is provided for the data herein, or its use.

[User Privacy Policy](#)  
[GDPR Privacy Notice](#)



Last Data Update: 12/6/2021 3:29:59 PM

Version 2.3.164



**Summary**

Tax ID COLV00010  
 Tax Year 2021  
 Name COLVARD, VERNON L  
 Property Address 3602 W 7TH  
 Sec-Twp-Rng 9--23-06  
 Description  
 Parcel ID/Cama 1220903005010000  
 Parcel Classes RL  
 Tax Unit 120

**Tax History**

| Tax Year | Assessed Valuation | Mill Levy | Ad Valorem | Special Assessments | Total Tax | Total Paid | Delq |
|----------|--------------------|-----------|------------|---------------------|-----------|------------|------|
| 2021     | \$0                | 0.000     | \$0.00     | \$0.00              | \$155.36  | \$0.00     | N    |
| 2021     | \$0                | 0.000     | \$0.00     | \$496.70            | \$99.34   | \$0.00     | N    |
| 2021     | \$0                | 0.000     | \$0.00     | \$765,984.00        | \$96.00   | \$0.00     | N    |
| 2020     | \$0                | 0.000     | \$0.00     | \$0.00              | \$146.08  | \$146.08   | Y    |
| 2020     | \$0                | 0.000     | \$0.00     | \$765,984.00        | \$96.00   | \$96.00    | Y    |
| 2020     | \$0                | 0.000     | \$0.00     | \$496.70            | \$99.34   | \$99.34    | Y    |
| 2019     | \$0                | 0.000     | \$0.00     | \$596.04            | \$99.34   | \$99.34    | Y    |
| 2019     | \$0                | 0.000     | \$0.00     | \$766,080.00        | \$96.00   | \$96.00    | Y    |
| 2019     | \$0                | 0.000     | \$0.00     | \$0.00              | \$142.80  | \$142.80   | Y    |
| 2018     | \$0                | 0.000     | \$0.00     | \$695.38            | \$99.34   | \$99.34    | N    |
| 2018     | \$0                | 0.000     | \$0.00     | \$0.00              | \$141.88  | \$141.88   | N    |
| 2018     | \$0                | 0.000     | \$0.00     | \$734,252.00        | \$92.00   | \$92.00    | N    |
| 2017     | \$0                | 0.000     | \$0.00     | \$0.00              | \$138.38  | \$138.38   | N    |
| 2017     | \$0                | 0.000     | \$0.00     | \$686,452.00        | \$86.00   | \$86.00    | N    |
| 2017     | \$0                | 0.000     | \$0.00     | \$794.72            | \$99.34   | \$99.34    | N    |
| 2016     | \$0                | 0.000     | \$0.00     | \$0.00              | \$120.16  | \$120.16   | N    |
| 2016     | \$0                | 0.000     | \$0.00     | \$720.00            | \$80.00   | \$80.00    | N    |
| 2016     | \$0                | 0.000     | \$0.00     | \$894.06            | \$99.34   | \$99.34    | N    |
| 2015     | \$0                | 0.000     | \$0.00     | \$0.00              | \$105.20  | \$105.20   | N    |
| 2015     | \$0                | 0.000     | \$0.00     | \$707.50            | \$70.75   | \$70.75    | N    |
| 2014     | \$0                | 0.000     | \$0.00     | \$0.00              | \$99.94   | \$99.94    | N    |
| 2014     | \$0                | 0.000     | \$0.00     | \$770.00            | \$70.00   | \$70.00    | N    |
| 2013     | \$0                | 0.000     | \$0.00     | \$0.00              | \$102.16  | \$102.16   | N    |
| 2013     | \$0                | 0.000     | \$0.00     | \$804.00            | \$67.00   | \$67.00    | N    |
| 2012     | \$0                | 0.000     | \$0.00     | \$0.00              | \$101.40  | \$101.40   | N    |
| 2012     | \$0                | 0.000     | \$0.00     | \$871.00            | \$67.00   | \$67.00    | N    |
| 2011     | \$0                | 0.000     | \$0.00     | \$0.00              | \$100.34  | \$100.34   | N    |
| 2011     | \$0                | 0.000     | \$0.00     | \$910.00            | \$65.00   | \$65.00    | N    |
| 2010     | \$0                | 0.000     | \$0.00     | \$0.00              | \$103.90  | \$103.90   | N    |
| 2010     | \$0                | 0.000     | \$0.00     | \$968.75            | \$62.50   | \$62.50    | N    |
| 2009     | \$0                | 0.000     | \$0.00     | \$31.25             | \$62.50   | \$62.50    | N    |
| 2009     | \$0                | 0.000     | \$0.00     | \$0.00              | \$103.02  | \$103.02   | N    |
| 2008     | \$0                | 0.000     | \$0.00     | \$31.25             | \$62.50   | \$62.50    | N    |
| 2008     | \$0                | 0.000     | \$0.00     | \$0.00              | \$99.40   | \$99.40    | N    |
| 2007     | \$0                | 0.000     | \$0.00     | \$0.00              | \$93.72   | \$93.72    | N    |
| 2007     | \$0                | 0.000     | \$0.00     | \$31.25             | \$62.50   | \$62.50    | N    |
| 2006     | \$0                | 0.000     | \$0.00     | \$31.25             | \$62.50   | \$62.50    | N    |
| 2006     | \$0                | 0.000     | \$0.00     | \$0.00              | \$96.60   | \$96.60    | N    |
| 2005     | \$0                | 0.000     | \$0.00     | \$31.25             | \$62.50   | \$62.50    | N    |
| 2005     | \$0                | 0.000     | \$0.00     | \$0.00              | \$169.48  | \$169.48   | N    |
| 2004     | \$0                | 0.000     | \$0.00     | \$31.25             | \$62.50   | \$62.50    | N    |
| 2004     | \$0                | 0.000     | \$0.00     | \$0.00              | \$160.44  | \$160.44   | N    |
| 2003     | \$0                | 0.000     | \$0.00     | \$31.25             | \$62.50   | \$62.50    | N    |
| 2003     | \$0                | 0.000     | \$0.00     | \$0.00              | \$152.04  | \$152.04   | N    |

|      |     |       |        |         |          |          |   |
|------|-----|-------|--------|---------|----------|----------|---|
| 2002 | \$0 | 0.000 | \$0.00 | \$0.00  | \$138.86 | \$138.86 | N |
| 2002 | \$0 | 0.000 | \$0.00 | \$31.25 | \$62.50  | \$62.50  | N |
| 2001 | \$0 | 0.000 | \$0.00 | \$0.00  | \$138.00 | \$138.00 | N |
| 2001 | \$0 | 0.000 | \$0.00 | \$31.25 | \$62.50  | \$62.50  | N |
| 2000 | \$0 | 0.000 | \$0.00 | \$0.00  | \$137.18 | \$137.18 | N |
| 2000 | \$0 | 0.000 | \$0.00 | \$30.00 | \$60.00  | \$60.00  | N |
| 1999 | \$0 | 0.000 | \$0.00 | \$0.00  | \$133.16 | \$133.16 | N |
| 1999 | \$0 | 0.000 | \$0.00 | \$27.50 | \$55.00  | \$55.00  | N |
| 1998 | \$0 | 0.000 | \$0.00 | \$0.00  | \$132.48 | \$132.48 | N |
| 1998 | \$0 | 0.000 | \$0.00 | \$27.50 | \$55.00  | \$55.00  | N |
| 1997 | \$0 | 0.000 | \$0.00 | \$0.00  | \$128.38 | \$128.38 | N |
| 1997 | \$0 | 0.000 | \$0.00 | \$0.00  | \$128.38 | \$128.38 | N |

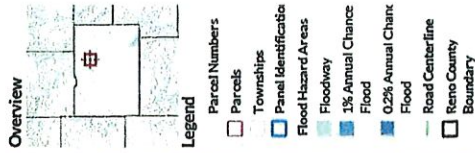
Disclaimer: The information in this web site represents current data from a working file which is updated continuously. Information is believed reliable, but its accuracy cannot be guaranteed. No warranty, express or implied, is provided for the data herein, or its use.

[User Privacy Policy](#)  
[GDPR Privacy Notice](#)



Last Data Update: 12/6/2021, 9:54:52 PM

Version 2.3.164





Property Address: 3602 W 7th Hutchinsons, 67501

**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) PC 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) PC 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) Q 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.

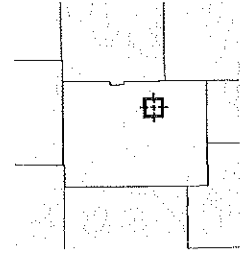
**Certification of Accuracy**

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>[Signature]</u> | <u>4-12-22</u> | _____     | _____ |
| Seller             | Date           | Seller    | Date  |
| _____              | _____          | _____     | _____ |
| Purchaser          | Date           | Purchaser | Date  |
| <u>[Signature]</u> | _____          | _____     | _____ |
| Agent              | Date           | Agent     | Date  |



Overview



Legend

- Parcel Numbers
-  Parcels
-  Townships
- Flood Hazard Areas
-  Floodway
-  1% Annual Chance Flood
-  0.2% Annual Chance Flood
-  Road Centerline
-  Reno County Boundary

|                       |  |              |                 |               |                            |
|-----------------------|--|--------------|-----------------|---------------|----------------------------|
| Parcel ID             | 1220903005010000   | Alternate ID | R16072          | Owner Address | COLVARD, VERNON L & MARY E |
| Sec/Twp/Rng           | 09-23-06W  | Class        | R - Residential |               | 204 N LOGAN AVE            |
| Property Address      | 3602 W 7TH AVE<br>Hutchinson   | Acreage      | n/a             |               | LYONS, KS 67554            |
| District              | 120  |              |                 |               |                            |
| Brief Tax Description | WESTSIDE VILLA REPLAT, S09, T23, R06W, BLOCK 5, Lot 8<br>(Note: Not to be used on legal documents) |              |                 |               |                            |

Date created: 4/13/2022  
Last Data Uploaded: 4/12/2022 10:11:51 PM

Developed by  **Schneider**  
GEOSPATIAL

# Mold Notice, Disclosure, and Disclaimer

(Buyer and Seller)

Property Address: 3602 W 7th Hutchinson, Ks 67501

- Seller's Disclosure:** To the best of Seller's actual knowledge, Seller represents:
  - The Property described above \_\_\_\_\_ has  has not been previously tested for molds:  
(If the answer for 1.a. is "has not", then skip 1.b and 1.c and go to Section 2.)
  - The molds found \_\_\_\_\_ were \_\_\_\_\_ were not identified as toxic molds;
  - With regard to any molds that were found, measures \_\_\_\_\_ were \_\_\_\_\_ were not taken to remove those molds.
- Mold Inspection:** Molds, fungus, mildew, and similar organisms ("Mold Condition") may exist in the Property of which the Seller is unaware and has no actual knowledge. The Mold may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. A professional home inspection may not disclose Mold Conditions. As a result, Buyer may wish to obtain an inspection specifically for Mold Conditions to more fully determine the condition of the Property and this environmental status. Neither Seller's nor Buyer's agents are experts in the field of Mold Conditions and other related conditions and Buyer and Seller shall not rely on Broker or its agents for information relating to such conditions. Buyer is strongly encouraged to satisfy itself as to the condition of the property.
- Hold Harmless:** Buyer's decision to purchase the Property is independent of representation of the Broker or Broker's agent involved in the transaction regarding Mold Conditions. Accordingly, Buyer agrees to indemnify and hold Realty Executives Sudduth Realty, Inc. (Mark Sudduth Realty, Inc.) Broker(s), Transaction Broker, Agents, and Designated Agent(s) harmless in the event any Mold Conditions are present on the Property.
- Receipt of Copy:** Seller and Buyer have read and acknowledge receipt of a copy of this Mold Disclosure.

**Professional Advice:** Seller and Buyer acknowledge that they have been advised to consult with a professional of their choice regarding any questions or concerns relating to Mold Conditions or this Mold Disclosure.

\_\_\_\_\_  
Buyer Date

[Signature] 4-12-22  
Seller Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Seller Date

