

Reserve Real Estate Auction Terms and Conditions

Address: 2200 and 2300 N Buckeye Abilene Kansas

The following terms and conditions form an integral part of the auction to be conducted by Sudduth Realty, Inc. 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 Sudduth Realty, 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, Inc., 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, Inc. has been obtained from a variety of sources. Seller and Sudduth Realty, Inc. 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, Inc.
- 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. RESERVE AUCTION. The Property shall be sold to the highest bidder, subject to a 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.



Reserve Real Estate Auction Terms and Conditions - Continued

- 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, Inc. In the event such written consent is
- 14. provided, these Terms and Conditions are binding on Bidder and Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
- 15. 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.
- 16. ONLINE AUCTIONS/BIDS. In the case of online bidding neither the company providing the software nor Sudduth Realty, Inc. 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, Inc. 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.
- 17. BROKER/AGENT PARTICIPATION. Real estate broker or agent participation is welcomed. Any brokers or agents must pre-register with Sudduth Realty, Inc. no later than 5p.m. 2 business days prior to auction date by completing the Broker Registration Form, available on SudduthRealty.com. If buyer has a buyer's broker have the buyer's broker register with Sudduth Realty in advance of registering online.
- 18. 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.
- 19. AUCTIONEER'S LIABILITY. Sudduth Realty, Inc. is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will Sudduth Realty, Inc. 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 contract, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. Sudduth Realty, Inc. 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, Inc. 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, Inc. 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, Inc. are not responsible for any lost, stolen, or damaged property.
- 20. AGENT OF SELLER. The Auctioneer, Sudduth Realty, Inc. (and any appointed real estate agent, where applicable), is acting as a designated Seller's agent 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.
- 21. MEDIA RELEASE. Bidder authorizes, and warrants that such Bidder has authority and consent to authorize, Sudduth Realty, Inc. 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.
- 22. REFUSAL OF SERVICE. Sudduth Realty, Inc. 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, Inc.
- 23. FAIR HOUSING. Sudduth Realty, Inc. 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, Inc. will allow reasonable accommodation or reasonable modification based upon a disability-related need.
- 24. CONTACT INFORMATION. Sudduth Realty, Inc. 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.

Clarence Gellinger Jr	05/22/24		
Sciler Authentision	Date	Buyer	Date
Scott M Swinney	05/22/24	_	
Seller	Date	Buyer	Date





Mold Notice, Disclosure, and Disclaimer (Buyer and Seller)

Property	v Ad	dress:	2200 and 2203 N Bucket	ye Abilene Ks 67410			
•			Disclosure: To the best of Selle The Property described abov (If the answer for 1.a. is "has The molds foundw With regard to any molds the molds.	r's actual knowledge, Seller has X has not not", then skip 1.b and 1.c a	been previously tesi nd go to Section 2,) ied as toxic molds;		those
	2.	the Sell where may where Propert and oth	espection: Molds, fungus, milde er is unaware and has no actus there has been flooding. A pro- plich to obtain an inspection sp y and this environmental statu er related conditions and Buyons. Buyer is strongly encourag	al knowledge. The Mold may lessional home inspection m edifically for Mold Conditions is. Neither Seller's nor Buyer er and Seller shall not rely or	have occurred in ro ay not disclose Mole to more fully deter 's agents are expert Broker or its agents	ofs, pipes, walls, plant pot d Conditions: As a result, Bu mine the condition of the s in the field of Mold Condi s for information relating to	s, or uyer itions
	3,	agent in	armless: Buyer's decision to punyolved in the transaction regarders Sudduth Realty, Inc. (Marker) harmless in the event any M	rding Mold Conditions. Acco Sudduth Realty, Inc.) Broker	rdingly, Buyer agree (s), Transaction Bro	es to Indemnify and hold Re	ealty
	4,	Receipt	of Copy: Seller and Buyer hav	e read and acknowledge rec	eipt of a copy of this	Mold Disclosure,	
<u>Profess</u> regardi	lona ng ar	Advice: ny questi	Seller and Buyer acknowledge ons or concerns relating to Mo	that they have been advised Id Conditions or this Mold D	i to consúit with a pr Isclosure.	rofessional of their choice	
			05/22/24	Clarence	Gellinger Jr	05/22/24	
Buyer-			Date	Seller		Date	
			•)	Scott	M Swinney	05/22/24	
Buyer			Date	Seller	······································	Date	



Real Estate Brokerage Relationships

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

Types of Brokerage Relationships: A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

Seller's Agent: The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees at the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

Buyer's Agent: The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees at the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

A Transaction Broker is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

Duties and Obligations: Agents and transaction brokers have duties and obligations under K.S.A. 58-30,106, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

An Agent, either seller's agent or buyer's agent, is responsible for performing the following duties:

- · promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- · protecting the clients confidences, unless disclosure is required
- · presenting all offers in a timely manner
- · advising the client to obtain expert advice
- · accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- · disclosing to the other party all adverse material facts actually known by the agent

The transaction broker is responsible for performing the following duties:

- · protecting the confidences of both parties
- · exercising reasonable skill and care
- presenting all offers in a timely manner
- · advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- · accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- · disclosing to the parties all adverse material facts actually known by the transaction broker

Agents and Transaction Brokers have no duty to:

- · conduct an independent inspection of the property for the benefit of any party
- · conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

General Information: Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.

Mark Sudduth Licensee		Mark Sudduth Inc. Real estate company name approved by the commission			
Supervising/branch broker	•	Buyer/Seller Acknowledgement	(not required)		

Approved by the Kansas Real Estate Commission of Ctolle 10 2017

05/22/24

#2000

Instanetrorms

Property Address: 2203 N Buckeye Abilene Ks 67410

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 auotient, behavioral problems, and impaired memory. Lead

poi req in t	isoning als juired to pr the seller's p	o poses a par ovide the buy possession and	ticular risk to pregnant w er with any information o	vomen. The seller o n lead-based paint l nown lead-based pa	of any interest i nazards from ris aint hazards, A	a impaired memory. Leda n residential real property is k assessments or inspections risk assessment or inspection
Sel	ller's Disc	losure				
(a)	Presence	e of lead-base	ed paint and/or lead-ba	ised paint hazards	(check (i) or (i	i) below):
		Known lead (explain).	d-based paint and/or le	ad-based paint ha	zards are pres	ent in the housing
Cl	G(ii) SMS	Seller has n	o knowledge of lead-ba	ased paint and/or I	ead-based pai	nt hazards in the housing.
(b)	Records	and reports	available to the seller (d	check (i) or (ii) belo	w):	
	(i)		rovided the purchaser and/or lead-based pai			ports pertaining to lead- ocuments below).
C			o reports or records pende housing.	ertaining to lead-ba	ised paint and	I/or lead-based paint
		Acknowledg		W 1-4 C W W-1-		
			as received copies of a			
(d)			as received the pamph	ilet <i>Protect Your Far</i>	nily from Lead i	in Your Home.
(e)		-	(i) or (ii) below):			
	(i)	received a 1 ment or ins	0-day opportunity (or r pection for the presence	mutually agreed up e of lead-based pa	on period) to int and/or lead	conduct a risk assess- d-based paint hazards; or
	(if)	waived the lead-based	opportunity to conduct paint and/or lead-base	t a risk assessmen d paint hazards.	t or inspection	for the presence of
Age	ent's Ackr	owledgmen	t (initial)			
(f)	MS		nformed the seller of the shift is to each			J.S.C. 4852d and is
Cer	tification	of Accuracy				
The	following	parties have r	eviewed the information	above and certify, to	the best of the	eir knowledge, that the
info C/	arence be	ey have provi	eviewed the information ded is true and accurate. 05/22/24	Scott M	Swinney	05/22/24
Selle	er		Date	Seller		Date
Pure	chaser Cu	11+1	Date 05/23/24	Purchaser		Date
Age	lark Su	aautn	Date	Agent		Date

Property Details for PID: 0211120901002006000

Shareable link to

Property Information:

https://www.kansasgis.org/orka/permalinkprop.cfm?

parcelid=0211120901002006000

Shareable link to

Мар:

https://www.kansasgis.org/orka/permalink.cfm?

parcelld=0211120901002006000

QuickRef ID:

R3781

Owner Name:

GELLINGER, CLARENCE JR REV TR

Location:

2200 BLK N BUCKEYE AVE, Abilene, KS 67410

Abbreviated

Boundary Description: S09, T13, R02, BEG 479' N SW COR NE4, TH E 310', S

150', E 345', N 340', W 328', S 165', W 250', S 20' TO POB,

LESS R/W.

Owner Information:

Owner

GELLINGER, CLARENCE JR REV TR

SWINNEY, SCOTT M

Mailing Address

7401 CHANDLER ACRES DR BELLEVUE, NE 68147

Property Information:

Туре

Residential

Status

Active

Taxing Unit

001

Neighborhood

Code

116

No Secondary Address Details found

Clarence Gellinger Jr

05/22/24

Scott M Swinney

Market Land Details:

Actual Width:

Eff. Width 0

Eff. Depth 0

Acres 3

Square Feet 117,612

No Permit Details found

No Orion Deed Book Page Details found

Value Details

Year 2023

Land \$1,180.00

0

Current Final Value (Residential)

Building \$0.00

Total \$1,180.00

Year 2022

Land \$1,180.00

Current Final Value (Residential)

Building \$0.00

Total \$1,180.00

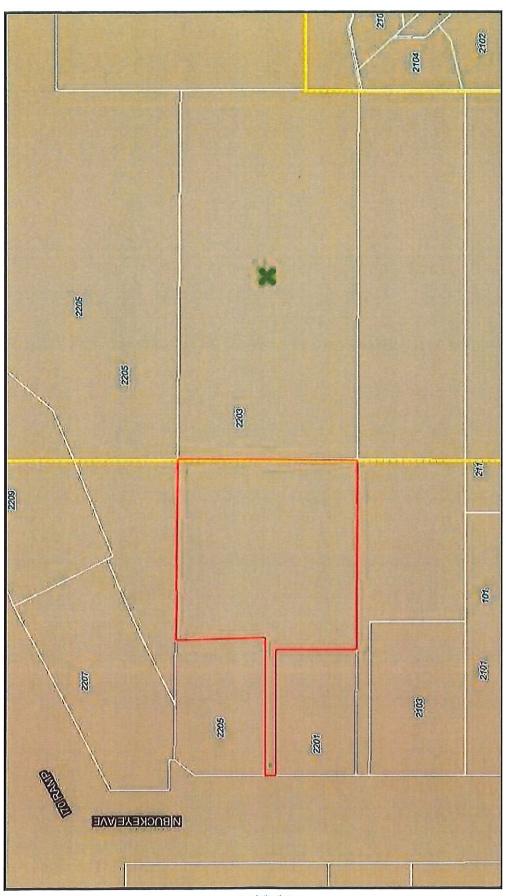
No Dwelling Details found

Clarence Gellinger Jr

. (9

Scott M Swinney

5/2/2024



Clarence Gellinger Jr

05/22/24

Scott M Swinney

Property Details for PID: 0211120901002013000

Shareable link to

Property

Information:

https://www.kansasgis.org/orka/permalinkprop.cfm?

parcelid=0211120901002013000

Shareable link to

Мар:

https://www.kansasgis.org/orka/permalink.cfm?

parcelld=0211120901002013000

QuickRef ID:

R3791

Owner Name:

GELLINGER, CLARENCE JR REV TR

Location:

2203 N BUCKEYE AVE, Abilene, KS 67410

Abbreviated

Boundary

Description:

S09, T13, R02, BEG 660' E & 330' N SW COR NE4, TH E

660', N 330', W 660', S TO POB, LESS R/W.

Owner Information:

Owner

GELLINGER, CLARENCE JR REV TR

SWINNEY, SCOTT M

Mailing Address

7401 CHANDLER ACRES DR BELLEVUE, NE 68147

Property Information:

Type

Residential

Status

Active

Taxing Unit

055

Neighborhood

Code

011

No Secondary Address Details found





Market Land Details:

Actual Width: 0

Eff. Width 0

Eff. Depth 0

Acres 1

Square Feet 30,492

Actual Width: 0

Eff. Width 0

Eff, Depth 0

Acres 4

Square Feet 191,664

No Permit Details found

No Orion Deed Book Page Details found

Value Details

Year 2023

Land \$20,100.00

Current Final Value (Residential)

Building \$154,390.00

Total \$174,490.00

Current Final Value (Residential) Year

2022

Clarence Gellinger Jr

05/22/24

Scott M Swinney

Land

\$20,100.00

Building

\$137,100.00

Total

\$157,200.00

Dwelling Details

Story Height	One Story	Style	Ranch	Year Built	1970
Total Sq Ft Living Area	1846	Main Floor Living SqFt :	1846	Upper Floor Living Pct :	¥
Total Rooms:	6	Bedrooms:	3	Remodel Year:	
Full Baths:	2	Half Baths:	1	Basement:	Full - 4
Depreciation Rating:	AV-	Physical Condition:	AV-	Quality:	AV

No Manufactured Home Details found

Additional Dwelling Details

Residential Component	Units Quality Year Built
Attached Garage	624
Frame, Metal or Vinyl Siding	100%
Composition Shingle	100%
Total Basement Area	1846
Warmed & Cooled Air Clarence Gellinger Jr 05/22/24	100% Scott M Swinney 05/22/24

Authentisign ID: 28E3E822-9917-EF11-86D2-000D3A8F026D

Plumbing Fixtures

10

Single 1-Story Fireplace

1

Raised Slab Porch

24

FR

1970

Other Improvements

Type:

Quantity:

Area:

Year Built:

Quality:

Condition:

Residential Garage - Detached

1

864

1991

FR

FR

No Commercial Building Details found

No Commercial Building Section Details found

No Ag Land Details found

No Ag Building Details found



Clarence Gellinger Jr

05/22/24

Scott M Swinney

Mark Sudduth

From:

Kari Zook <kari@abilenecityhall.com>

Sent:

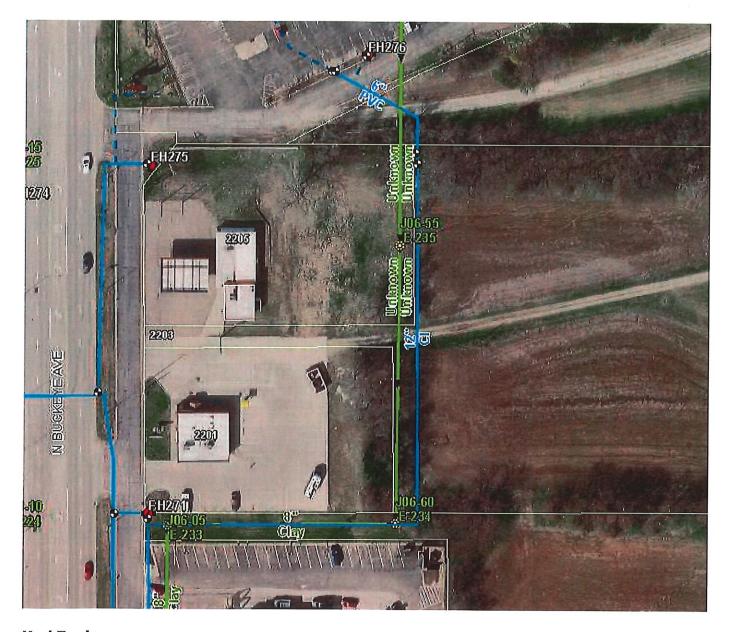
Friday, May 03, 2024 2:15 PM

To:

Mark Sudduth

Subject:

2200 Blk N Buckeye Ave



Kari Zook

Community Development Director City of Abilene

P: 785.263.2355

E: kari@abilenecityhall.com

Clarence Gellinger Jr

05/22/24

Scott M Swinney

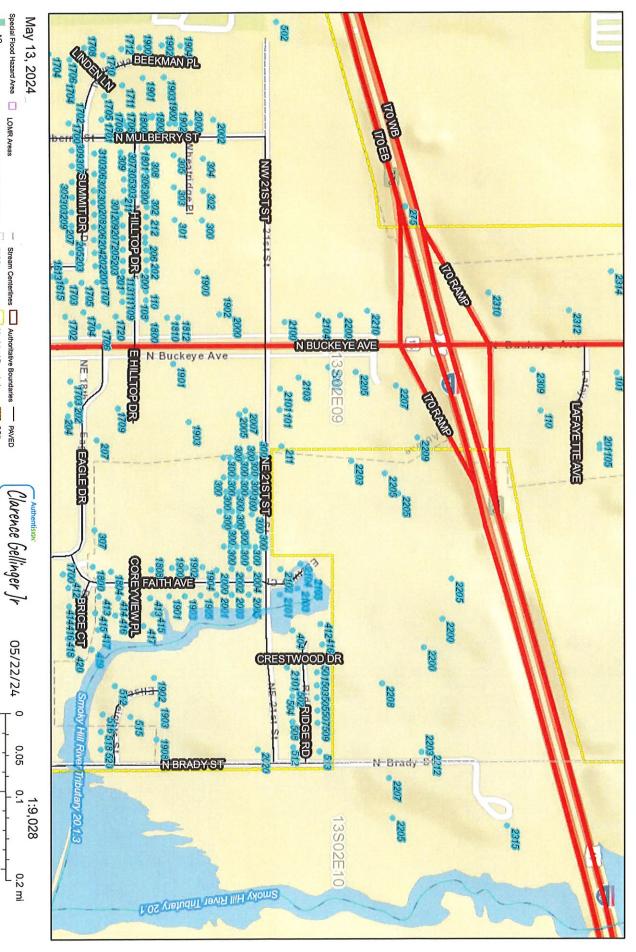


Clarence Gellinger Jr

05/22/24

Scott M Swinney

Viewer Map



Special Flood Hazard Area LOMR Areas

PAVED

05/22/24

0

0.05

0.2 mi

Esri, HERE, Garmin, INCREMENT P, NGA, USGS, All Kansas PSAPs, NG911 Coordinating Council, DASC Base Flood Approximate Elevations developed by Kansas Department of

Copyright 2014

0.07

0.15

0.3 km

Road Centerline OTHER GRAVEL

Address Points

DFIRM Status

Effective DFIRM

Not Modernized

PSAP

AO

AE, FLOODWAY

Lettered Cross Sections

Profile Baseline Base Flood Elevations