BERKSHIRE HATHAWAY HomeServices PenFed Realty Auction Day Announcements

- Address: 619 W 36th St N, Wichita, KS 67204
- Legal Description: LOT 3 & 4 HOUSE OF STEWARTS ADD.
- **Terms:** Deposit to SELLER is \$2,500.00. BUYER agrees that the Deposit to SELLER shall be NON-REFUNDABLE.
- **Closing:** Closing is to be held on or before 6-8-2021.
- **Buyer's Premium:** There will be a 10% Buyer's Premium added to the final gavel price.
- **Well:** Property has a well in the basement that will need to be plugged. Well plugging will be the responsibility of the Buyer upon taking possession of the property.
- **Possession:** BUYER is to receive possession at closing.
- **Title Costs:** Owner's title insurance coverage costs will be split between the BUYER and SELLER. BUYER is to pay for any lender required policies.
- **Taxes:** Property taxes will be pro-rated.
- HOA: HOA Fees, if any, will be pro-rated.
- **Financing:** BUYER acknowledges and agrees that BUYER's obligation to purchase the Property is **NOT** contingent upon the BUYER obtaining financing. Accordingly, this is a cash sale and the BUYER is obligated to perform the obligations under the Sales Contract whether or not the BUYER can obtain financing to purchase the Property.
- **Survey:** Unless otherwise agreed upon in writing, the BUYER and SELLER agree that no "staked" boundary survey will be performed as part of this Contract.
- Property Condition: BUYER acknowledges and agrees that it is the BUYER'S sole obligation and responsibility to perform any and all inspections of the Property (environmental, physical or otherwise), review all property information and due diligence materials, independently verify any information on the Property (including information available in public records), inquire as to the applicability of and compliance with land use and environmental regulations and to be satisfied by the Property's condition prior to making an offer to purchase the Property on the Auction Date.
 BUYER is STRONGLY ADVISED to seek expert advice and conduct or obtain inspections to determine if damages, defects or hazards exist in and on the Property prior to making an offer to purchase the Property on the Auction Date. If inspections are not performed on all or part of the Property, BUYER shall be bound by whatever information an inspection would have revealed and waives any cause of action, claim or right relating to or arising from any condition of the Property that would have been apparent had inspections been performed. BUYER AGREES AND ACKNOWLEDGES THAT THE PROPERTY IS BEING PURHASED AS IS IN ITS CURRENT CONDITION ONLY, WITHOUT GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND BY THE SELLER OR ANY REAL ESTATE LICENSEES INVOLVED IN THIS TRANSACTION CONCERNING THE CONDITION OR VALUE OF THE PROPERTY.

BUYER

Date

Date

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