

PROPERTY INFORMATION PACKET

THE DETAILS



6149 SE 70th Ave. | Murdock, KS 67111

AUCTION: Saturday, April 28th @ 10:00 AM

12041 E. 131st St. N., Wichita, KS, 67206
316.683.0612 • 800.544.4489
www.McCurdyAuction.com



McCurdy
AUCTION
REAL ESTATE SPECIALISTS



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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or McCurdy was obtained from a variety of sources and seller and McCurdy have not made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid.

ALL FIELDS CUSTOMIZABLE



MLS # 548534
Status Active
Contingency Reason
Area KNG - Kingman County
Address 6149 SE 70th AVE
Address 2
City Murdock
Zip 67111
Asking Price \$0
Original Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms 2
Total Bedrooms 2.00
AG Full Baths 2
AG Half Baths 0
Garage Size 2
Basement None
Levels 1 - 1/2 Story
Approximate Age 6 - 10 Years
Acreage 10.01 or More
Total Baths 2

Approx. AGLA 2311
AGLA Source Court House
Approx. BFA 0.00
BFA Source Court House
Approx. TFLA 2,311
Lot Size/SqFt 6764868
Number of Acres 155.30

GENERAL

List Agent - Agent Name and Phone BRADEN MCCURDY - OFF: 316-683-0612
List Office - Office Name and Phone McCurdy Auction, LLC - OFF: 316-683-0612
Showing Phone 316-945-7400
Year Built 2011
Parcel ID 04814-30500000001.00-0
School District Kingman - Norwich School District (USD 331)
Elementary School Kingman
Middle School Kingman
High School Kingman
Subdivision EAGLE
Legal S05 , T29 , R06W , ACRES 155.3 , NE4 LESS R/W
Realtor.com Y/N Yes
Display on Public Website Yes
Display Address Yes
VOW: Allow AVM Yes
VOW: Allow 3rd Party Comm Yes
Sub-Agent Comm 0
Buyer-Broker Comm 3
Transact Broker Comm 3
Variable Comm Non-Variable
Virtual Tour Y/N
Virtual Tour 2 Label
Virtual Tour 3 Label
Virtual Tour 4 Label

Master Bedroom Level Main
Master Bedroom Dimensions 12' x 11'7"
Master Bedroom Flooring Carpet
Living Room Level Main
Living Room Dimensions 27'4" x 24"
Living Room Flooring Wood Laminate
Kitchen Level Main
Kitchen Dimensions 27'4" x 10'11"
Kitchen Flooring Wood Laminate
Room 4 Type Bedroom
Room 4 Level Upper
Room 4 Dimensions 12' X 13'8"
Room 4 Flooring Carpet
Room 5 Type Loft
Room 5 Level Upper
Room 5 Dimensions 27'4" x 15'
Room 5 Flooring Carpet
Room 6 Type
Room 6 Level
Room 6 Dimensions
Room 6 Flooring
Room 7 Type
Room 7 Level
Room 7 Dimensions
Room 7 Flooring
Room 8 Type
Room 8 Level
Room 8 Dimensions
Room 8 Flooring
Room 9 Type
Room 9 Level
Room 9 Dimensions
Room 9 Flooring
Room 10 Type
Room 10 Level
Room 10 Dimensions
Room 10 Flooring
Room 11 Type
Room 11 Level
Room 11 Dimensions
Room 11 Flooring

Room 12 Type
Room 12 Level
Room 12 Dimensions
Room 12 Flooring

DIRECTIONS

Directions (Murdock) SE 3rd St & SE Murdock Ave. ? West to SE 80 Ave (3rd turns into SE 25 St.), South to SE 60 St., West to SE 70 Ave, and South to property. (3.5 miles South of Murdock on SE 60th St. and 3 miles West of SE 100 Ave.)

FEATURES

ARCHITECTURE

Other/See Remarks

EXTERIOR CONSTRUCTION

Frame

ROOF

Composition

LOT DESCRIPTION

Pond/Lake

Wooded

FRONTAGE

Unpaved Frontage

EXTERIOR AMENITIES

Deck

Fence-Other/See Remarks

RV Parking

Sidewalks

Other/See Remarks

Outbuildings

GARAGE

Attached

Opener

Oversized

FLOOD INSURANCE

Unknown

UTILITIES

Septic

Rural Water

BASEMENT / FOUNDATION

None

Crawl Space

BASEMENT FINISH

None

COOLING

Central

Zoned

Electric

HEATING

Forced Air

Zoned

Electric

DINING AREA

Eating Bar

Kitchen/Dining Combo

FIREPLACE

One

Living Room

Blower

Wood Stove

KITCHEN FEATURES

Eating Bar

Pantry

Range Hood

Electric Hookup

APPLIANCES

Dishwasher

Microwave

Refrigerator

Range/Oven

MASTER BEDROOM

Master Bdrm on Main Level

LAUNDRY

Main Floor

Separate Room

220-Electric

INTERIOR AMENITIES

Ceiling Fan(s)

Fireplace Doors/Screens

Vaulted Ceiling

Window Coverings-All

Wood Laminate

POSSESSION

At Closing

PROPOSED FINANCING

Other/See Remarks

WARRANTY

No Warranty Provided

OWNERSHIP

Individual

PROPERTY CONDITION REPORT

Yes

DOCUMENTS ON FILE

Additional Photos

Documents Online

Sellers Prop. Disclosure

SHOWING INSTRUCTIONS

Appt Req-Call Showing #

LOCKBOX

Combination

TYPE OF LISTING

Excl Right w/o Reserve

AGENT TYPE

Sellers Agent

FINANCIAL

Assumable Y/N	No
Currently Rented Y/N	No
Rental Amount	
General Property Taxes	\$2,552.56
General Tax Year	2017
Yearly Specials	\$0.00
Total Specials	\$0.00

HOA Y/N	No
Yearly HOA Dues	\$0.00
HOA Initiation Fee	\$0.00
Home Warranty Purchased	No
Earnest \$ Deposited With	McCurdy Auction LLC Trust

PUBLIC REMARKS

Public Remarks ONSITE REAL ESTATE AUCTION ON SATURDAY APRIL 28TH @ 10:00 AM. CLEAR TITLE AT CLOSING, NO BACK TAXES, PREVIEW AVAILABLE. Premier - Fantastic opportunity to purchase a 155.30+/- acre waterfront country oasis w/ a beautiful, one-owner 2,311 Sq. Ft. custom-built hunting lodge. This sprawling property w/ wire fencing features outbuildings, deer blinds, equipment barn, grain silo, & approximate 12+/- acre lake. Outside a world of possibilities awaits. Used as an outdoorsman retreat, this property offers seclusion, privacy, & ample opportunity for a variety of game hunting including whitetail deer, turkey, geese, ducks, & quail. Surrounded by trees, this 2 bedroom & 2 bathroom home features high-end construction & warm décor. The interior offers Knotty Alder trim & stone accents throughout. Exterior walls include blown in heavy grade insulation that provides soundproofing for the home. Enjoy the spacious living room with vaulted ceilings & a towering stone, wood-burning fireplace measuring 27 feet from floor to peak. The living space features an open arrangement that flows between the living room, kitchen & dining room. There is plenty of room for entertaining in the kitchen & dining room combination. An eating bar is featured in the kitchen while the dining room includes space for a full-size dining table & a pantry. The kitchen features granite counter tops, stone backsplash, & recessed lighting. The following high-quality appliances are included w/ this home: Bosch dishwasher, GE microwave, Whirlpool refrigerator, & a GE double oven/range. The master bedroom offers a ceiling fan & a spacious closet. The main floor offers a bathroom w/ a walk-in shower, a laundry room w/ washer/dryer hook-ups, & a built-in 300-20M2 Superior Safe w/ shelving & ample gun storage. Upstairs there is a 27'4" x 15' loft, a 2nd bedroom & bathroom. Enjoy the surround-sound speakers in the living room, kitchen, & loft. A Ruddy System CH/CA system conditions the home w/ the use of zoning for each level. The oversized garage provides room for a work area & storage. Schedule your private showing today! \$30,000 anticipates closing on or before 30 days from the date of sale. A 45 day close is available at the discretion of purchaser w/ deposit of \$47,500 in earnest money at the time of contracting. *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition & is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, & evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any & all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or seller's agents was obtained from a variety of sources & neither seller nor seller's agents have made any independent investigation or verification of such information & make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount \$30,000.

AUCTION

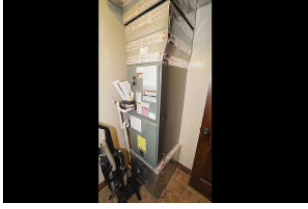
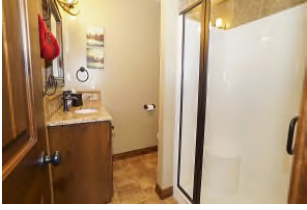
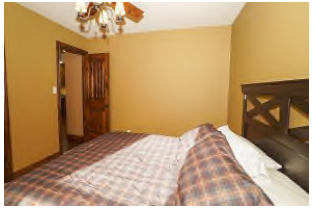
Type of Auction Sale	Reserve
Method of Auction	Live Only
Auction Location	Onsite
Auction Offering	Real Estate Only
Auction Date	4/28/2018
Auction Start Time	10:00 AM
Broker Registration Req	Yes
Buyer Premium Y/N	Yes
Premium Amount	0.10
Earnest Money Y/N	Yes
Earnest Amount %/\$	30,000.00
1 - Open for Preview	Yes
1 - Open/Preview Date	4/28/2018
1 - Open Start Time	9:00 AM
1 - Open End Time	10:00 AM
2 - Open for Preview	
2 - Open/Preview Date	
2 - Open Start Time	
2 - Open End Time	

TERMS OF SALE

Terms of Sale

ADDITIONAL PICTURES







DISCLAIMER

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AUCTION-RESIDENTIAL



MLS # 548558
Class Land
Property Type Farm
County Kingman
Area KNG - Kingman County
Address 6149 SE 70th AVE
Address 2
City Murdock
State KS
Zip 67111
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 2



GENERAL

List Agent - Agent Name and Phone	BRADEN MCCURDY - OFF: 316-683-0612	Realtor.com Y/N	Yes
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-683-0612	Display on Public Website	Yes
Co-List Agent - Agent Name and Phone		Display Address	Yes
Co-List Office - Office Name and Phone		VOW: Allow AVM	Yes
Showing Phone	316-945-7400	VOW: Allow 3rd Party Comm	Yes
Zoning Usage	Agriculture	Sub-Agent Comm	0
Parcel ID	04814-30500000001.00-0	Buyer-Broker Comm	3
Number of Acres	155.30	Transact Broker Comm	3
Price Per Acre		Variable Comm	Non-Variable
Lot Size/SqFt	6764868	Virtual Tour Y/N	
School District	Kingman - Norwich School District (USD 331)		
Elementary School	Kingman		
Middle School	Kingman		
High School	Kingman		
Subdivision	EAGLE		
Legal	S05 , T29 , R06W , ACRES 155.3 , NE4 LESS R/W		

DIRECTIONS

Directions (Murdock) SE 3rd St & SE Murdock Ave. ? West to SE 80 Ave (3rd turns into SE 25 St.), South to SE 60 St., West to SE 70 Ave, and South to property. (3.5 miles South of Murdock on SE 60th St. and 3 miles West of SE 100 Ave.)

FEATURES

SHAPE / LOCATION Rectangular	ROAD FRONTAGE Dirt County	MISCELLANEOUS FEATURES Mineral Rights Included Water Access	SHOWING INSTRUCTIONS Call Showing #
TOPOGRAPHIC Pond/Lake Wooded	UTILITIES AVAILABLE Electricity Septic Tank Installed Other/See Remarks	DOCUMENTS ON FILE Documents Online Photographs Sellers Prop. Disclosure	LOCKBOX Combination
PRESENT USAGE Pasture Recreational Tillable	IMPROVEMENTS Farm House Fencing Driveway App Other/See Remarks	FLOOD INSURANCE Unknown	AGENT TYPE Sellers Agent
	OUTBUILDINGS Equipment Barn Silo	SALE OPTIONS Other/See Remarks	OWNERSHIP Individual
		PROPOSED FINANCING Other/See Remarks	TYPE OF LISTING Excl Right w/o Reserve
		POSSESSION At Closing	HOUSE FEATURES House Listed Under Resid.
			BUILDER OPTIONS Open Builder

FINANCIAL

Assumable Y/N	No
General Taxes	\$2,552.56
General Tax Year	2017
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
Yearly HOA Dues	\$0.00

HOA Initiation Fee 0.00
Earnest \$ Deposited With McCurdy Auction LLC Trust

PUBLIC REMARKS

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AUCTION

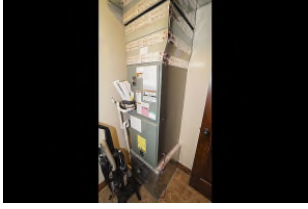
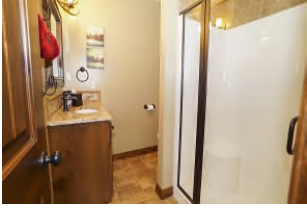
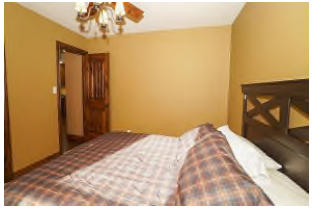
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Method of Auction	Live Only	1 - Open/Preview Date	4/28/2018
Auction Location	Onsite	1 - Open Start Time	9:00 AM
Auction Offering	Real Estate Only	1 - Open End Time	10:00 AM
Auction Date	4/28/2018	2 - Open for Preview	
Auction Start Time	10:00 AM	2 - Open/Preview Date	
Broker Registration Req	Yes	2 - Open Start Time	
Broker Reg Deadline	5 pm prior business day	2 - Open End Time	
Buyer Premium Y/N	Yes	3 - Open for Preview	
Premium Amount	0.10	3 - Open/Preview Date	
Earnest Money Y/N	Yes	3 - Open Start Time	
Earnest Amount %/\$	30,000.00	3 - Open End Time	

TERMS OF SALE

Terms of Sale

ADDITIONAL PICTURES







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Seller's Property Disclosure

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 6149 SE 70 Ave - Murdock, KS 67111

Seller:

Date of Purchase:

Message to the Seller: This statement is a disclosure of the condition of the above described Property known by the SELLER on the date that it is signed. It is not a warranty of any kind by the SELLER(S) or any real estate licensees involved in this transaction, and should not be accepted as a substitute for any inspections or warranties the BUYER(S) may wish to obtain. If you know something important about the Property that is not addressed on the Seller's Property Disclosure, add that information to the form. Prospective Buyers may rely on the information you provide.

Instructions: (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the comment lines to explain.

By signing below you acknowledge that the failure to disclose known material information about the Property may result in liability.

Message to the Buyer: Although Seller's Property Disclosure is designed to assist the SELLER in disclosing all known material (important) facts about the Property, there are likely facts about the Property that the SELLER does not know. Therefore, it is important that you take an active role in obtaining the information about the Property.

Instructions: (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the Seller's Property Disclosure. (5) Obtain professional inspections of the Property. (6) Investigate the surrounding area.

THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT INDEPENDENTLY VERIFIED BY THE BROKER(S) OR AGENTS(S).

PART I

APPLIANCES					ELECTRICAL										
TRANSFERS TO BUYER			Indicate the condition of the following items by marking only one appropriate box.	TRANSFERS TO BUYER			Indicate the condition of the following items by marking only one appropriate box.								
None	Does Not Transfer	Working		Does Not Transfer	Working	Not Working		Don't Know							
☐	☐	☒	☐	☐	☐	☒	☐	☐	Disposal	☐	☐	☒	☐	☐	Smoke/Fire Detectors
☐	☐	☒	☐	☐	☐	☒	☐	☐	Dishwasher	☐	☐	☒	☐	☐	Light Fixtures
☐	☐	☒	☐	☐	☐	☒	☐	☐	Oven	☐	☐	☒	☐	☐	Switches/Outlets
☐	☐	☒	☐	☐	☐	☒	☐	☐	Range (Circle One) ☐ Gas ☒ Electric	☐	☐	☒	☐	☐	Ceiling Fan(s)
☐	☐	☒	☐	☐	☐	☒	☐	☐	Microwave	☐	☐	☒	☐	☐	Bathroom Vent Fan(s)
☐	☐	☒	☐	☐	☐	☒	☐	☐	Built in (Circle One) ☒ YES ☐ NO	☒	☐	☐	☐	☐	Telephone Wiring/Blocks/Jacks
☐	☐	☒	☐	☐	☐	☒	☐	☐	microwave hood to attic Range Hood	☒	☐	☐	☐	☐	Door Bell
☐	☐	☒	☐	☐	☐	☒	☐	☐	Vented Outside (Circle One) ☒ YES ☐ NO	☒	☐	☐	☐	☐	Intercom
☐	☐	☒	☐	☐	☐	☒	☐	☐	Kitchen Refrigerator	☐	☐	☒	☐	☐	Garage Door Opener
☐	☐	☒	☐	☐	☐	☒	☐	☐	Clothes Washer	☒	☐	☐	☐	☐	# of Remotes: _____ Keypad Entry: (Circle One) ☒ YES ☐ NO
☐	☐	☒	☐	☐	☐	☒	☐	☐	Clothes Dryer	☒	☐	☐	☐	☐	Aluminum Wiring
☒	☐	☐	☐	☐	☐	☒	☐	☐	Trash Compactor	☐	☐	☒	☐	☐	Copper Wiring
☒	☐	☐	☐	☐	☐	☒	☐	☐	Central Vacuum	☐	☐	☒	☐	☐	220 Volt
☒	☐	☐	☐	☐	☐	☒	☐	☐	Exterior Attached Gas Grill	☐	☐	☒	☐	☐	Service Panel Total Amps
☐	☐	☐	☐	☐	☐	☒	☐	☐	Other: _____	☒	☐	☐	☐	☐	Security System
☐	☐	☐	☐	☐	☐	☒	☐	☐	Other: _____	☐	☐	☐	☐	☐	(Circle One) ☐ Own ☐ Rent/Financed
☐	☐	☐	☐	☐	☐	☒	☐	☐	Other: _____	☐	☐	☐	☐	☐	Company
☐	☐	☐	☐	☐	☐	☒	☐	☐	Other: _____	Comments:					
Comments:															

BUYER'S INITIALS: _____

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SELLER'S INITIALS: _____

WATER/SEWAGE SYSTEMS (See Part II Also)					HEATING & COOLING SYSTEMS				
TRANSFERS TO BUYER		Indicate the condition of the following items by marking only one appropriate box.			TRANSFERS TO BUYER		Indicate the condition of the following items by marking only one appropriate box.		
None Does Not Transfer	Working Not Working Don't Know				None Does Not Transfer	Working Not Working Don't Know			
☒	☒	☐	☐	☐	☒	☐	☐	☐	☐
				Sewage Systems					
☒	☐	☐	☐	☐					
				Sump Pump					
☒	☐	☐	☐	☐					
				Backup Sump Pump/Battery					
☐	☒	☐	☐	☐					
				Plumbing					
				Type					
☐	☒	☐	☐	☐					
				Water Heater (Circle One) ☒ Elect ☐ Gas					
				Size & Age					
☒	☐	☐	☐	☐					
				Instant Hot Water					
☒	☐	☐	☐	☐					
				Water Softener					
				(Circle One) ☐ Own ☐ Rent/Lease					
				Company					
☒	☐	☐	☐	☐					
				Water Purifier/Reverse Osmosis					
☒	☐	☐	☐	☐					
				Underground Sprinkler System					
				Backflow Device (Circle One) ☐ YES ☒ NO					
				Date Last Tested or Inspected					
☒	☐	☐	☐	☐					
				Pool Equipment					
☒	☐	☐	☐	☐					
				Hot Tub/Spa					
Comments:									
MEDIA									
TRANSFERS TO BUYER		Indicate the condition of the following items by marking only one appropriate box.							
None Does Not Transfer	Working Not Working Don't Know								
☐	☐	☐	☐	☐					
				Satellite Dish 2014					
☐	☐	☐	☐	☐					
				# of Rcvrs/Remotes					
☐	☐	☐	☐	☐					
				Attached Antennas					
☐	☐	☐	☐	☐					
				Cable TV Wiring/Jacks					
☐	☐	☐	☐	☐					
				Attached Television Mount(s)					
☐	☐	☐	☐	☐					
				Projector(s)					
☐	☐	☐	☐	☐					
				Projector Screen(s)					
☐	☐	☒	☐	☐					
				Surround Sound Speakers					
☐	☐	☒	☐	☐					
				Wired for Surround Sound					
Comments:									
Any Additional Comments for Part I:									

BUYER'S INITIALS: BB

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SELLER'S INITIALS: MK mu

PART II

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 1 STRUCTURAL FOUNDATION/WALLS
☐	☒	☐	Are any exterior walls covered with Exterior Insulation & Finish System (synthetic stucco)? If YES, are you aware of any adverse conditions? _____
☐	☒	☐	Indicate all that apply: ☐ Basement ☐ Crawl Space ☐ Slab Are there any structural engineer's report(s) available? If YES, Date of Report: _____ Copy Attached? (Mark One): ☐ YES ☒ NO
To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)			
☐	☒	☐	Movement, shifting, deterioration or other problems with walls or foundation?
☐	☒	☐	Cracks or flaws in the walls, floors or foundation?
☐	☒	☐	Problems with driveways, walkways, patios, retaining walls, party walls?
☐	☒	☐	Problems with operation of windows or doors, or broken seals?
☐	☒	☐	Any corrective actions to items in this section? (Example - Piering, bracing, etc.)
☐	☒	☐	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☒	☐	☐	Is there insulation in the walls?
☐	☒	☐	Is there insulation in the floors?
Additional Comments: _____			
YES	NO	DON'T KNOW	SECTION 2 ROOF/INSULATION
☐	☒	☐	Age: <u>2013</u> Type: <u>Composite</u> To your knowledge, are there any ☐ PAST ☐ PRESENT roof leaks? (Mark One) If any, identify details below.
☐	☒	☐	During your ownership, has the roof ever been ☐ REPLACED? ☐ REPAIRED? (Mark One) If YES, Date: _____ (Identify details below.)
☐	☒	☐	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☐	☒	☐	Do you know of any problems with chimneys or chases? (If YES, explain below.)
☐	☒	☐	Do you know of any problems with roof, roof structure or rain gutters? (If YES, explain below.)
☒	☐	☐	Is there insulation in the ceiling/attic?
Additional Comments: _____			
YES	NO	DON'T KNOW	SECTION 3 MOLD/MILDEW
According to the EPA, molds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the naked eye, and float through outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. Inhaling or touching mold spores may cause allergic reactions in sensitive individuals.			
To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)			
☐	☒	☐	Presence of any mold/mildew in the property?
☐	☒	☐	Any problems created by mold or mildew for occupants of the structure during your ownership?
☐	☒	☐	Have you had any inspections for mold or mildew? If YES, Date: _____ (If YES, explain below.)
☐	☒	☐	Have you received any reports pertaining to mold or mildew on or within the structure? (If YES, attach.)
☐	☒	☐	Has the property had any professional mold remediation during your ownership? If YES, Date: _____
Additional Comments: _____			

BUYER'S INITIALS:

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SELLER'S INITIALS:

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 4 WATER/SEWAGE SYSTEMS	
☐	☒	☐	Is the property connected to City Water?	
☒	☐	☐	Is the property connected to Rural Water? If YES, Transfer Fee: <u>Don't Know</u> District: <u>#1</u>	
☐	☒	☐	Is the property connected to any private water systems? (Mark all that apply.)	
			☐ Drinking Well	☐ Irrigation Well ☐ Geo-Thermal Well
			Type: _____	Location: _____ Depth: _____
			Type: _____	Location: _____ Depth: _____
			Type: _____	Location: _____ Depth: _____
☐	☐	☐	Has the water in any wells shown test results of contamination? (If YES, explain below.)	
☐	☒	☐	Is the property connected to a public sewer system? If shared lagoon/septic system, explain below.	
☒	☐	☐	Is the property connected to a septic system? Date Last Pumped: <u>Never</u>	
			Tank Size: <u>Don't Know</u> Location: _____	
			# feet laterals: <u>4</u> # Feet infiltrators: _____ Location: _____	
☐	☒	☐	Is the property connected to a lagoon system? Location: _____	
☐	☒	☐	Is the property connected to some other type of waste disposal system? (If YES, explain below.)	
☐	☒	☐	To your knowledge, is there any problem relating to the waste disposal system?	
Additional Comments:				

YES	NO	DON'T KNOW	SECTION 5 WATER INTRUSION/LEAKS	
<i>To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)</i>				
☐	☒	☐	Any water leakage in or around the fireplace or chimney?	
☐	☒	☐	Any water leakage around (If YES, mark all that apply.) ☐ WINDOWS ☐ SKYLIGHTS ☐ DOORS?	
☐	☒	☐	Any leaks occurring in any plumbing, water supply lines, drains, sewer lines, etc.?	
☐	☒	☐	Any leaks caused by appliances?	
☐	☒	☐	Any leaks from any condensation drain lines, humidifier, dehumidifier, etc.?	
☐	☒	☐	Any water leakage into (If YES, mark all that apply.) ☐ BASEMENT ☐ CRAWL SPACE	
☐	☒	☐	Any accumulation of water within the basement/crawl space?	
☐	☒	☐	Sump Pump(s) Location(s): _____	
☐	☒	☐	Drain Tiles (If YES, mark all that apply.) ☐ INTERIOR ☐ EXTERIOR	
Additional Comments:				

YES	NO	DON'T KNOW	SECTION 6 PEST, WOOD INFESTATION & DRY ROT	
☐	☒	☐	Do you have any knowledge of the following items on/affecting the property? (Mark all that apply.)	
			☐ WOOD DESTROYING INSECTS	☐ DRY ROT ☐ OTHER WOOD INFESTATION
☐	☒	☐	Any knowledge of any damage to the property caused by the following items? (Mark all that apply.)	
			☐ WOOD DESTROYING INSECTS	☐ DRY ROT ☐ OTHER WOOD INFESTATION
☐	☒	☐	Have there been any repairs of such damage? (If YES, explain below.)	
☐	☒	☐	Is the property currently under a termite warranty or other coverage by a licensed pest control company?	
			Company: _____ Warranty Expiration Date: _____	
☐	☒	☐	Any wood destroying insects control reports in the last 5 years? (If YES, explain below.)	
☐	☒	☐	Any professional wood destroying insects control treatments in the last 5 years? (If YES, explain below.)	
☐	☒	☐	Any pest control reports in the last 5 years? (If YES, explain below.)	
☒	☐	☐	Any professional pest control treatments in the last 5 years? (If YES, explain below.)	
Additional Comments:				

just do a yearly spray for bugs.

BUYER'S INITIALS: _____

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SELLER'S INITIALS: MC POU

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 7
			ENVIRONMENTAL CONDITIONS
☐	☒	☐	Is the property located in a subdivision with a master drainage plan?
☐	☒	☐	If YES, is the property in compliance?
☐	☒	☐	Has the property ever had any drainage problems during your ownership? (If YES, explain below.)
☒	☐	☐	Are there any producing or non-producing gas/oil wells on the property or adjacent property?
☒	☐	☐	Do mineral rights convey to buyer? If NO, please define: _____
			Groundwater contamination has been detected in several areas in the State of Kansas.
☐	☒	☐	Are you aware of groundwater contamination or other environmental concerns?
☐	☒	☐	Any reports or records pertaining to groundwater contamination or other environmental concerns?
☐	☒	☐	Are there any diseased or dead trees and shrubs?
			To your knowledge, are any of the following substances, materials, products on the real property? (YES or NO Only.)
☐	☒	☐	Asbestos
☐	☒	☐	Contaminated soil or water (including drinking water)
☐	☒	☐	Landfill or buried materials
☐	☒	☐	Lead-based paint (If YES, attach disclosure.)
☐	☒	☐	Radon gas in house or well If YES, has mitigation been performed? (Mark One) ☐ YES ☐ NO
☐	☒	☐	Methane Gas
☐	☒	☐	Oil sheers in wet areas
☐	☒	☐	Radioactive material
☐	☒	☐	Toxic material disposal (solvents, chemicals, etc.)
☐	☒	☐	Underground fuel or chemical storage tanks
☐	☒	☐	EMFs (Electro Magnetic Fields)
☐	☒	☐	Urea formaldehyde foam insulation (UFFI)
☐	☐	☐	Other: _____
☐	☒	☐	Are you aware if any portion of the property has ever been used for the manufacture of, or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy, LSD or any other illegal substances?
☐	☒	☐	To your knowledge, are any of the above conditions present near your property?
Comments:			
			SECTION 8
			BOUNDARIES/LAND
☐	☒	☐	Have you had a survey of the property? (If YES, attach copy if available.)
☒	☐	☐	Are the boundaries of your property marked in any way? <u>Fencing</u>
☒	☐	☐	Is there any fencing on the boundaries of the property?
☒	☐	☐	Does fencing belong to the property? If YES, which sides? <u>yes</u>
☐	☒	☐	Are there any features of the property shared in common with adjoining landowners, such as, walls, fences, roads, driveways? (If YES, explain below.)
☐	☐	☐	Is the property owner responsible for maintenance of any such shared feature(s)?
☐	☒	☐	To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
☐	☒	☐	To your knowledge, is any portion of the property located in a federally designated flood plain?
☐	☒	☐	Do you currently, or have you ever, paid flood insurance for the property?
☐	☒	☐	To your knowledge, is any portion of the property located in a designated wetlands area?
☐	☒	☐	Do you know of any of the following items that have occurred on the property or in the immediate area? (Mark all that apply.)
			☐ EXPANSIVE SOIL ☐ EARTH MOVEMENT
			☐ FILL DIRT ☐ UPHEAVAL
			☐ SLIDING ☐ EARTH STABILITY PROBLEMS
			☐ SETTLING
Comments:			

BUYER'S INITIALS: _____

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SELLER'S INITIALS: AK bu

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 9
SPECIAL ASSESSMENTS AND HOMEOWNER'S ASSOCIATION			
The law requires that the Seller disclose the existence of special assessments against a property.			
☐	☒	☐	Any current/pending bonds, assessments, or special taxes that apply to property?
☐	☒	☐	The property may be subject to special assessments or is located in an improvement district? (Refer to relevant tax disclosure - Mark One).
			☐ Owner ☐ County ☐ Public Record ☐ Other: _____
☐	☒	☐	Is the property subject to rules or regulations of an active Homeowner's Association?
			Annual Dues? _____ Initiation Fee? _____
			Homeowner's Association contact information: <u>NA</u>
☐	☒	☐	Is the property subject to a right of first refusal?
☐	☒	☐	Is the property subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions?
☐	☒	☐	Any violations of such covenants and restrictions?
Comments:			
SECTION 10			
YES	NO	DON'T KNOW	MISCELLANEOUS
☐	☒	☐	Have any improvements or repairs (including, but not limited to, HVAC, plumbing, electrical, structural additions) been made to the property without obtaining required permits ?
☐	☒	☐	Are any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions?
☐	☐	☐	Is the present use of the property a non-conforming use?
☐	☒	☐	Have you had any insurance claims in the past five years?
☐	☐	☐	Were repairs made? If so,
☐	☒	☐	Is there any unrepaired damage due to hail, storm, wind, fire or flood?
☐	☒	☐	Are there any stains, tears, burns, holes, etc., in the property that are not readily visible?
☐	☒	☐	Does a pet(s) reside or has a pet(s) ever resided in or on the property?
☐	☒	☐	Is there any damage due to pets, interior/exterior, including, but not limited to, odors, stains, etc.?
☒	☐	☐	Do all window and door treatments remain? If NO, please list: _____
☐	☐	☐	Does any other personal property remain? If YES, please list: <u>We can negotiate.</u>
☐	☒	☐	Does the property contain any of the following? (Mark all that apply.)
☐	☒	☐	☐ Swimming Pool ☐ Spa ☐ Hot Tub ☐ Sauna ☐ Water Feature
☐	☐	☐	If YES, are either of the following heated? ☐ Swimming Pool ☐ Spa If yes, type of heat? _____
☐	☒	☐	Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature? Explain: _____
☐	☒	☐	Is the property in a historic, conservation or special review district, that requires any alterations or improvements to the Property, be approved by a board or commission?
☐	☒	☐	Are there any other facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property?
☐	☒	☐	Are there any transferable warranties on the property or any of its components?
Comments:			
Any Additional Comments For Part II:			

BUYER'S INITIALS: _____

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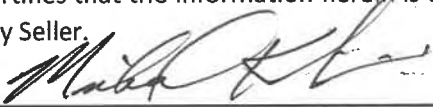
SELLER'S INITIALS: MC BC

SELLER'S ACKNOWLEDGEMENT

Seller acknowledges that: the information contained in this disclosure is accurate, true and complete to the best of Seller's knowledge, information and belief; Seller has provided all the information contained in this Seller's Property Disclosure; and that the Broker/Realtor® has not prepared, nor assisted in the preparation of this Disclosure. Seller hereby indemnifies, holds harmless and releases all Brokers/Realtors® involved in the sale of the property from all liability, claims, loss, cost, or damage in connection with the information contained in this Disclosure. Seller hereby authorizes the listing broker to provide copies of this Disclosure to other real estate brokers and agents and prospective buyers of the property.

Seller is occupant: ☒ YES ☐ NO

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by Seller.

SELLER: 
Date

SELLER: 
Date

BUYER'S ACKNOWLEDGEMENT AND AGREEMENT

1. I have personally inspected the property. I will rely upon the inspections encouraged under my contract with Seller. Subject to any inspections, I agree to purchase the property in its present condition without representations or guarantees of any kind by the Seller or any REALTORS® concerning the condition or value of the property.

2. I agree to verify any of the above information that is important to me by an independent investigation of my own. I have been advised to have the property examined by professional inspectors.

3. I acknowledge that neither Seller nor any REALTORS® involved in this transaction is an expert at detecting or repairing physical defects in the property. I state that no important representations concerning the condition of the property are being relied upon by me except as disclosed above or as fully set forth as follows: _____

4. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes after April 14, 1994, to register with the sheriff of the county in which they reside. I have been advised that if I desire information regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI) at www.ink.org/public/kbi or by contacting the local sheriff's office.

5. I acknowledge that McConnell Air Force Base is located within Sedgwick County and is an operational military Air Force base that is open 24 hours a day and activity at that base may generate noise. The volume, pitch, amount and frequency of noise may be affected by future changes in McConnell Air Force Base activity. I have been informed that if I desire information regarding potential for noise caused by the aircraft operations associated with McConnell Air Force Base and its operations, I may find information by contacting the Metropolitan Area Planning Department.

BUYER: _____
Date

BUYER: _____
Date

This form is approved by legal counsel for the Wichita Area Association of REALTORS® exclusively for use by members of the Wichita Area Association of REALTORS® and other authorized REALTORS®. No warranty is made or implied as to the legal validity or adequacy of this form, or that its use is appropriate for all situations. Copyright March 2014.

SELLER'S PROPERTY DISCLOSURE STATEMENT**For Land Only****(To be completed by Seller)**Seller: Mike & Brenda KilianProperty Address: 6149 SE 70 Ave - Murdock, KS 67111

Date of Purchase: _____

Property currently zoned as: _____

It has been our experience that the transaction runs smoother if all pertinent information to the property is disclosed prior to the actual contract date. Please be as complete and accurate as possible. Attach additional sheets if space is insufficient for all applicable comments. Seller acknowledges and understands that the Broker(s) and potential buyer of the property will rely upon the accuracy of facts and opinions set forth in this statement.

PART I - Indicate the condition of the following items by marking the appropriate box. Check only one box for each item.

	None/ Not Incl.	Included		
		Working	Not Working	Don't Know
WATER SYSTEMS				
Well/Pump _____	☐	☐	☒	☐
Drinking _____ Irrigation _____	☒	☐	☐	☐
Location _____				
Depth _____				
Type _____				
If on well water, has water ever shown test results of contamination? ☐ Y ☐ N				
Is the property connected to ☐ city ☒ rural water systems?				
Rural Water Transfer? ☐ Yes ☐ No , Transfer Fee \$ _____				
Other _____	☐	☐	☐	☐
Other _____	☐	☐	☐	☐
Other _____	☐	☐	☐	☐
Comments: _____				

DRAINAGE/SEWAGE SYSTEMS				
Sewer Lines _____	☐	☐	☐	☐
Septic/Laterals _____	☐	☒	☐	☐
Lagoon _____	☐	☐	☐	☐
Tank Size _____ Location _____	☐	☐	☐	☐
# Feet of Laterals _____				
Other _____	☐	☐	☐	☐
Other _____	☐	☐	☐	☐
Comments: _____				

Yes	No	Don't Know	Part II - Answer questions to the best of your (Seller's) knowledge.
☐	☒		GAS/ELECTRIC
☐	☒		Is there a propane tank on the property? If yes, is it ☐ owned ☐ leased?
☐	☒		Is gas connected to property?
☒	☐		If not, distance to nearest source? _____
☒	☐		Is electricity connected to property?
☐	☒		If not, distance to nearest source? _____
☐	☒		To your knowledge, is there any additional costs to hook up utilities?
			If yes, please explain: _____
			Comments: _____

Seller's Initials MK BK

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Buyer's Initials _____

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Yes	No	Don't Know	Part II (cont'd) - Answer questions to the best of your (Seller's) knowledge.
	☒	☐	DRAINAGE/SEWAGE SYSTEMS
☐	☒	☐	Is property connected to a public sewer system? If yes, no explanation required.
☒	☐	☐	Is there a septic tank/cesspool system serving this property? If yes, when was it last serviced? Date _____
☐	☒	☐	To your knowledge, is there any problems relating to the septic tank/cesspool/sewer system?
☐	☒	☐	To your knowledge, is the property located in a federally designated flood plain or wetlands area?
☐	☒	☐	Is the property located in a subdivision with a master drainage plan?
☐	☒	☐	Is so, is this property in compliance?
☐	☒	☐	Has the property ever had a drainage problem during your ownership?
☐	☒	☐	Do you currently pay flood insurance?
			Other drainage/sewage systems and their conditions: _____
			Comments: _____

	☒	☐	BOUNDARIES/LAND
☐	☒	☐	Have you had a survey of your property?
☒	☐	☐	Are the boundaries of your property marked in any way?
☒	☐	☐	Is there any fencing on the boundary (ies) of the property?
☒	☐	☐	If yes, does the fencing belong to the property?
☐	☒	☐	To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
☐	☒	☐	Are there any features of the property shared in common with adjoining landowners, such as walls, fences, roads, driveways?
☐	☒	☐	Is this property owner responsible for maintenance of any such shared feature?
☐	☒	☐	Do you know of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability problems that have occurred on the property or in the immediate neighborhood?
			Comments: _____

☐	☒	☐	HOMEOWNER'S ASSOCIATION
			Is the property subject to rules or regulations of any homeowner's association?
			Annual dues \$ _____ Initiation Fee \$ _____
☐	☒	☐	To your knowledge, are there any problem relating to any common area?
☐	☒	☐	Have you been notified of any condition which may result in an increase in assessments?
			Comments: _____

ENVIRONMENTAL CONDITIONS		
To your knowledge, are any of the following substances, materials, or products present on the real property?		
Yes	No	
☐	☒	Asbestos
☐	☒	Contaminated soil or water (including drinking water)
☐	☒	Landfill or buried materials
☐	☒	Methane gas
☐	☒	Oil sheers in wet areas
☐	☒	Radioactive material
☐	☒	Toxic material disposal (e.g., solvents, chemicals, etc.)
☐	☒	Underground fuel or chemical storage tanks
☐	☒	EMF's (Electro Magnetic Fields)
☐	☒	Gas or oil wells in area
☐	☒	Other
☒	☐	To your knowledge, are any of the above conditions present near your property?
Comments: <u>There are some oil/gas wells on other properties</u>		

Seller's Initials BL MC
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Buyer's Initials _____

MISCELLANEOUS

To your knowledge:

- | Yes | No | |
|-------------------------------------|-------------------------------------|---|
| ☒ | ☐ | Are there any gas/oil wells on the property or adjacent property? |
| ☐ | ☒ | Is the present use of the property a non-conforming use? |
| ☐ | ☒ | Are there any violations of local, state or federal government laws or regulations relating to this property? |
| ☐ | ☒ | Is there any existing or threatened legal or regulatory action affecting this property? |
| ☐ | ☒ | Are there any current special assessments or do you have knowledge of any future assessments? |
| ☐ | ☒ | Are there any proposed or pending zoning changes on this or adjacent property? |
| ☐ | ☒ | Are any local, state, or federal agencies requiring repairs, alterations or corrections of any existing conditions? |
| ☐ | ☒ | Are there any diseased or dead trees or shrubs? |
| ☐ | ☒ | Is the property located in an area where public authorities have or are contemplating condemnation proceedings? |
| ☐ | ☒ | Are there any facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property? If yes, please explain below. |

Seller owns:

- | | | |
|-------------------------------------|-------------------------------------|----------------|
| ☒ | ☐ | Mineral Rights |
| ☐ | ☒ | Crops |
| ☐ | ☒ | Water Rights |

Comments: _____

SELLER'S ACKNOWLEDGMENT

Seller acknowledges that: the information contained in this statement is accurate, true and complete to the best of Seller's knowledge, information and belief; Seller has provided all the information contained in this Seller's Property Disclosure Statement; and that the Broker/REALTOR® has not prepared, nor assisted in the preparation of this Statement. Seller hereby indemnifies, holds harmless and releases all Broker/REALTOR® involved in the sale of the property from all liability, claims, loss, cost, or damage in connection with the information contained in this Statement. Seller hereby authorizes the listing broker to provide copies of this Statement to other real estate brokers and agents and prospective buyers of the property.

Seller _____

Seller _____

OR

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by Seller. I have not occupied this property in _____ years and am not familiar with all conditions represented in this form.

Seller _____

Seller _____

BUYER'S ACKNOWLEDGMENT AND AGREEMENT

1. I personally have carefully inspected the property. I will rely upon the inspections encouraged under my contract with Seller. Subject to any inspections, I agree to purchase the property in its present condition without representations or guarantees of any kind by the Seller or any REALTOR® concerning the condition or value of the property.
2. I agree to verify any of the above information that is important to me by an independent investigation of my own. I have been advised to have the property examined by professional inspectors.
3. I acknowledge that neither Seller nor any REALTOR® involved in this transaction is an expert at detecting or repairing physical defects in the property. I state that no important representations concerning the condition of the property are being relied upon by me except as disclosed above or as fully set forth as follows: _____
4. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes after April 14, 1994, to register with the sheriff of the county in which they reside. I have been advised that if I desire information regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI) at www.ink.org/public/kbi or by contacting the local sheriff's office.

Buyer _____

Date _____

Buyer _____

Date _____

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Form #2532

Approved by Legal Counsel Wichita Area Association of REALTORS®

This contract is for use by Lonny Ray McCurdy. Use by any other party is illegal and voids the contract.

**Instant
Forms**



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 6149 SE 70 Ave - Murdock, KS 67111

DOES THE PROPERTY HAVE A WELL? YES _____ NO X

If yes, what type? Irrigation _____ Drinking _____ Other _____

Location of Well: _____

DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES X NO _____

If yes, what type? Septic X Lagoon _____

Location of Lagoon/Septic Access: outside home, east side

Maha S. Kil
Owner

2/16/2018
Date

Brenda M. Talian
Owner

2/16/2018
Date



AVERAGE MONTHLY UTILITIES/MISCELLANEOUS INFORMATION

Property Address: 6149 SE 70th Ave. - Murdock, KS 67111 (the "Real Estate")

Please provide below, to the best of your knowledge, the requested information related to the Real Estate.

	Utility Provider/Company	Amount
Electric:	<u>Westar Energy</u>	<u>\$150.00</u>
Water & Sewer:	<u>Rural Water District #1</u>	<u>\$30.00</u>
Gas/Propane:	<u>N/A</u>	<u>N/A</u>

If propane, is tank owned or leased? ☐ owned ☐ leased

If leased, please provide company name and monthly lease amount:

Other: _____

Homeowners Association Dues:

Amount: _____ ☐ Yearly ☐ Monthly

Homeowners Association Initiation Fee: _____

Are there any permanently attached items that will not transfer with the Real Estate (e.g. theatre projector, chandelier, etc.)?

Information provided has been obtained from a variety of sources. McCurdy has not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness.

6149 SE 70th Ave, Murdock, KS 67111

Zoning - A-1 Agricultural

Parcel 0481430500000001000



July 21, 17

Parcels ■ Green: Band_2
Parcels 18057 ■ Blue: Band_3
■ Red: Band_1

0 800 1,600 3,200 ft
0 250 500 1,000 m
All Kansas counties, KDCOR
Kansas counties, KDCOR

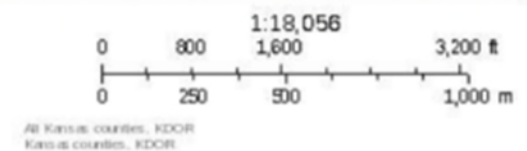
6149 SE 70th Ave. – Murdock, KS 67111

Flood Zone – Zone A and Zone X



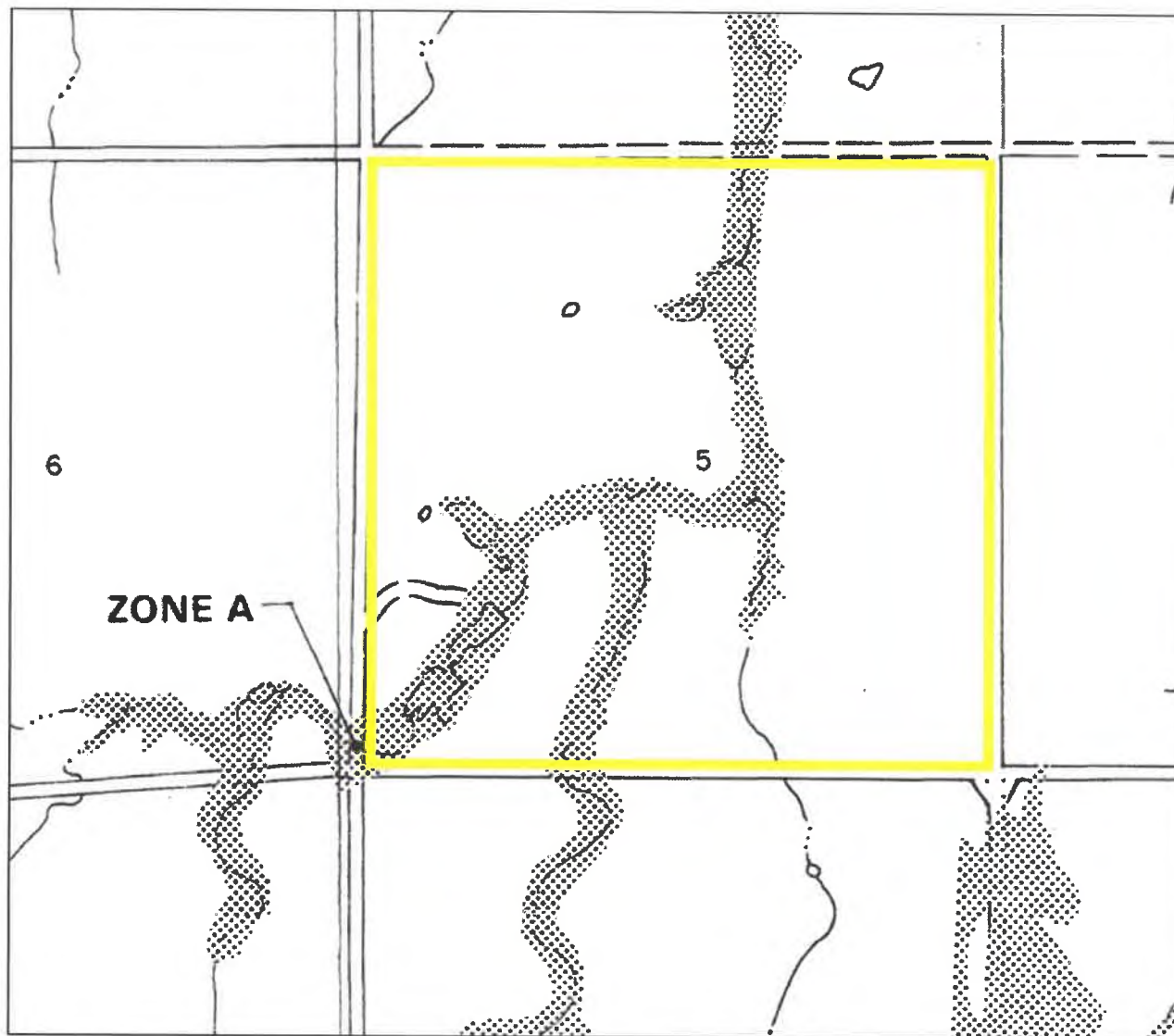
July 21, 17

- | | | |
|---------------|--------------------------------------|---------------|
| Parcels | ■ | Green: Band_2 |
| Parcels 18057 | ■ | Blue: Band_3 |
| | ■ | Red: Band_1 |



6149 SE 70th Ave. Murdock, KS 67111

Flood Zone - Zone A and Zone X



6149 SE 70th Ave, Murdock, KS 67111 - Aerial

Parcel 0481430500000001000

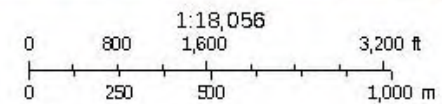


July 21, 17

Parcels ■ Green: Band_2

Parcels 18057 ■ Blue: Band_3

■ Red: Band_1



All Kansas counties, KDOR
Kansas counties, KDOR

0 111

TERMS AND CONDITIONS

Thank you for participating in today's auction. The auction will be conducted by McCurdy Auction, LLC ("McCurdy") on behalf of the owner of the real estate (the "Seller"). The real estate offered for sale at auction (the "Real Estate") is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy.

1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and the Contract for Purchase and Sale.
2. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from Seller or McCurdy, including, but not limited to, the following: the condition of the Real Estate; the Real Estate's suitability for any or all activities or uses; the Real Estate's compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has been provided an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder's own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.
3. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate.
4. There will be a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.
5. The Real Estate is not offered contingent upon financing.
6. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of cash, check, or immediately available, certified funds and in the amount set forth by McCurdy. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by Seller and Bidder.
7. Auction announcements take precedence over anything previously stated or printed, including these Terms and Conditions.
8. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
9. These Terms and Conditions, especially as they relate to the qualifications of potential bidders, are designed for the protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole discretion of Seller or McCurdy, exceptions to certain Terms and Conditions may be made.

10. In the event Bidder is the successful bidder at the auction, Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. In the event that Bidder is the successful bidder but fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these signed Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.
11. It is the responsibility of Bidder to make sure that McCurdy is aware of Bidder's attempt to place a bid. McCurdy disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. McCurdy is not responsible for errors in bidding and Bidder releases and waives any claims against McCurdy for bidding errors. Once a bid has been acknowledged by the auctioneer, the bid cannot be retracted.
12. Bidder authorizes McCurdy to film, photograph, or otherwise record the voice or image of Bidder and any 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.
13. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy no later than 5 p.m. on the business day prior to the auction by completing the Broker Registration Form, available on McCurdy's website.
14. McCurdy is acting solely as agent for Seller and not as an agent for Bidder. McCurdy is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will McCurdy be liable to Bidder for any damages, including incidental or consequential damages, arising out of or related to this auction, the Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale.
15. Neither Seller nor McCurdy, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the premises. Any person entering on the premises assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the premises, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.
16. To the extent permitted under applicable law, McCurdy has the right to establish all bidding increments.
17. McCurdy may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
18. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
19. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
20. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
21. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.
22. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.

GUIDE TO AUCTION COSTS

WHAT TO EXPECT

THE SELLER CAN EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- Real Estate Commission (*If Applicable*)
- Advertising Costs
- Payoff of All Loans, Including Accrued Interest, Statement Fees, Reconveyance Fees and Any Prepayment Penalties
- Any Judgments, Tax Liens, etc. Against the Seller
- Recording Charges Required to Convey Clear Title
- Any Unpaid Taxes and Tax Proration for the Current Year
- Any Unpaid Homeowner's Association Dues
- Rent Deposits and Prorated Rents (*If Applicable*)

THE BUYER CAN GENERALLY EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- 10% Buyer's Premium (*If Applicable*)
- Document Preparation (*If Applicable*)
- Notary Fees (*If Applicable*)
- Recording Charges for All Documents in Buyer's Name
- Homeowner's Association Transfer / Setup Fee (*If Applicable*)
- All New Loan Charges (*If Obtaining Financing*)
- Lender's Title Policy Premiums (*If Obtaining Financing*)
- Homeowner's Insurance Premium for First Year
- All Prepaid Deposits for Taxes, Insurance, PMI, etc. (*If Applicable*)

