

PROPERTY INFORMATION PACKET

THE DETAILS



2966 N. Hwy 14 | Murdock, KS 67111

AUCTION: Saturday, November 17th @ 10:00 AM

12041 E. 13th St. N., Wichita, KS, 67206
316.683.0612 • 800.544.4489
www.McCurdyAuction.com



McCurdy
AUCTION LLC
REAL ESTATE SPECIALISTS



Table of Contents

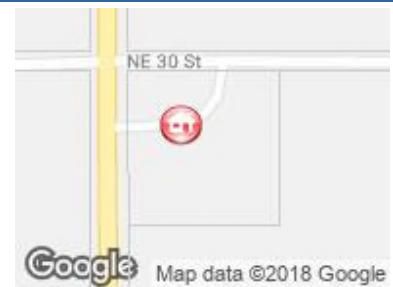
- PROPERTY DETAIL PAGE
- LEAD BASED PAINT DISCLOSURE
- WATER WELL ORDINANCE
- AVERAGE UTILITIES
- ZONING MAP
- AERIAL
- TERMS AND CONDITIONS
- GUIDE TO AUCTION COSTS

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 # 558511
Status Active
Contingency Reason
Area KNG - Kingman County
Address 2966 N Hwy 14
City Murdock
Zip 67111
Asking Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms	3	Approx. AGLA	1692
Total Bedrooms	3.00	AGLA Source	Court House
AG Full Baths	1	Approx. BFA	0.00
AG Half Baths	0	BFA Source	Court House
Total Baths	1	Approx. TFLA	1,692
Garage Size	1	Lot Size/SqFt	235224
Basement	None	Number of Acres	5.40
Levels	One Story		
Approximate Age	51 - 80 Years		
Acreage	5.01 - 10 Acres		

GENERAL

List Agent - Agent Name and Phone	Megan Rae Niedens - OFF: 316-683-0612	Master Bedroom Level	Main
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-683-0612	Master Bedroom Dimensions	13'3"x19'3"
Co-List Agent - Agent Name and Phone		Master Bedroom Flooring	Carpet
Co-List Office - Office Name and Phone		Living Room Level	Main
Showing Phone	316-945-7400	Living Room Dimensions	19'8"x14'11"
Year Built	1962	Living Room Flooring	Wood Laminate
Parcel ID	02624-00000003.00-0-01	Kitchen Level	Main
School District	Cheney School District (USD 268)	Kitchen Dimensions	10'1"x11'8"
Elementary School	Cheney	Kitchen Flooring	Carpet
Middle School	Cheney	Room 4 Type	Bedroom
High School	Cheney	Room 4 Level	Main
Subdivision	NONE LISTED ON TAX RECORD	Room 4 Dimensions	11'4"x13'4"
Legal	S24, T27, R06W, ACRES 5.4, TR BEG 58.63 E NW COR NW4, TH E 485.92, S 517.37, W 475.91, N 520.27 TO P	Room 4 Flooring	Carpet
	10/6/2018	Room 5 Type	Bedroom
List Date	10/6/2018	Room 5 Level	Main
Display Address	Yes	Room 5 Dimensions	13'8"x13'6"
Sub-Agent Comm	0	Room 5 Flooring	Carpet
Buyer-Broker Comm	3	Room 6 Type	Garage Space 1
Transact Broker Comm	3	Room 6 Level	Main
Variable Comm	Non-Variable	Room 6 Dimensions	28'7"x24'
Days On Market	13	Room 6 Flooring	Other
Input Date	10/19/2018 12:32 PM	Room 7 Type	Garage Space 1
Update Date	10/19/2018	Room 7 Level	Main
Status Date	10/19/2018	Room 7 Dimensions	20'4"x24'
Price Date	10/19/2018	Room 7 Flooring	Other
		Room 8 Type	Garage Space 1
		Room 8 Level	Main
		Room 8 Dimensions	30'x50'
		Room 8 Flooring	Other
		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) N. HWY 14 (Hwy 17) & NE 30 St., South to home.

FEATURES

ARCHITECTURE Ranch	GARAGE Attached Oversized	FIREPLACE Two Living Room Master Bedroom Woodburning Free Standing	POSSESSION At Closing
EXTERIOR CONSTRUCTION Frame Vinyl/Metal Siding	FLOOD INSURANCE Unknown	KITCHEN FEATURES Eating Bar Electric Hookup	PROPOSED FINANCING Other/See Remarks
ROOF Composition	UTILITIES Lagoon Propane Gas Private Water	APPLIANCES Dishwasher Disposal Refrigerator Range/Oven	WARRANTY No Warranty Provided
LOT DESCRIPTION Corner Pond/Lake	BASEMENT / FOUNDATION Crawl Space	MASTER BEDROOM Master Bdrm on Main Level	OWNERSHIP Individual
FRONTAGE Paved Frontage	BASEMENT FINISH None	LAUNDRY Main Floor 220-Electric	PROPERTY CONDITION REPORT No
EXTERIOR AMENITIES Ag Outbuilding(s) Corral Covered Patio Covered Deck Fence-Other/See Remarks Guttering Hot Tub Irrigation Well Security Light Storage Building(s) Outbuildings	COOLING Central Electric	INTERIOR AMENITIES Ceiling Fan(s) Closet-Cedar Hot Tub Window Coverings-Part Wood Laminate	DOCUMENTS ON FILE Additional Photos Lead Paint
	HEATING Forced Air Baseboard/Wall Propane-Owned		SHOWING INSTRUCTIONS Appt Req-Call Showing #
	DINING AREA Kitchen/Dining Combo		LOCKBOX Combination
			TYPE OF LISTING Excl Right w/o Reserve
			AGENT TYPE Sellers Agent

FINANCIAL

Assumable Y/N	No	HOA Y/N	No
Currently Rented Y/N	No	Yearly HOA Dues	
Rental Amount		HOA Initiation Fee	
General Property Taxes	\$2,337.24	Home Warranty Purchased	Unknown
General Tax Year	2017	Earnest \$ Deposited With	Security 1st Title
Yearly Specials	\$0.00		
Total Specials	\$0.00		

PUBLIC REMARKS

Public Remarks ONSITE REAL ESTATE AUCTION ON SATURDAY, NOVEMBER 17TH, 2018 AT 10:00 AM. CLEAR TITLE AT CLOSING, NO BACK TAXES, PREVIEW AVAILABLE 3-Bedroom, 1-Bath Home with a 1-Car Garage on over 5 acres! This property sits on a corner lot and has a lot to offer. The ranch home features an attached oversized one car garage and multiple outbuildings. The exterior features a large covered front porch. To the side of the home is a covered deck that includes the hot tub. Approximately 10 years ago the vinyl siding and windows were updated. There are multiple outbuildings including a chicken coop, a 30' x 50' corral/barn, storage buildings and a 48' x 24' garage with an attached lean-to. The play set, horse tank, automatic water feeder and cattle shute with also remain with the property. There is a pond on located on the southeast corner of the property. The interior of the home features a living room with wood laminate flooring, arched door frames and a free standing wood fireplace. The kitchen/dining combo has access to the backyard and provides an eating bar with built-in storage. The kitchen includes the refrigerator, wall oven and the stainless steel dishwasher. There are washer and dryer hookups available off the kitchen. There are three bedrooms and one spacious full bath with a tub/shower combo. One of the bedrooms offers two cedar closets. The 13'3" x 19'3" walk-out master bedroom has a wood burning fireplace. Call today for a showing! *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 and 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, 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 seller's agents was obtained from a variety of sources and neither seller nor seller's agents have 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. 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 \$7,500.

AUCTION

Type of Auction Sale	Reserve	Method of Auction	Live Only
Auction Location	ONSITE	Auction Offering	Real Estate Only
Auction Date	11/17/2018	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 %/\$	7,500.00	1 - Open for Preview	Yes
1 - Open/Preview Date	11/17/2018	1 - Open Start Time	9:00 AM
1 - Open End Time			

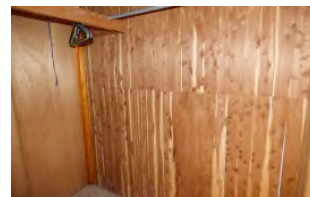
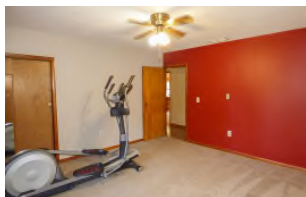
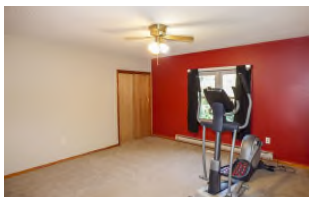
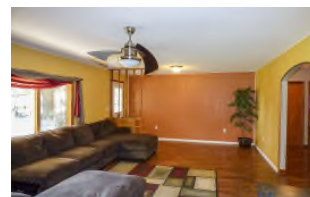
TERMS OF SALE

Terms of Sale

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES





DISCLAIMER

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 2018 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

**DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

Property Address 2966 N. Hwy 14 - Murdock, KS 67111

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 (please complete both a and b below)

(a) Presence of lead-based paint and/or lead-based paint hazards (*initial one*):

JS ☒ Seller has no knowledge of lead-based paint and/or lead based paint hazards in the housing; *or*
_____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(b) Records and Reports available to the Seller (*initial one*):

JS ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing; *or*
_____ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):

BUYER'S ACKNOWLEDGMENT (please complete c, d, and e below)

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

_____ (d) Buyer has received the pamphlet *Protect Your Family from Lead Paint in Your Home*. (*initial*)

(e) Buyer has (*initial one*):

_____ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; *or*

_____ 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/LICENSEE'S ACKNOWLEDGMENT (initial below)

mm (f) Agent/Licensee has informed the Seller of the Seller's obligation under 42 U.S.C. 4852 d 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.

[Signature] 10-6-18
Seller Date

Buyer Date

Seller Date

Buyer Date

Meen R. Niech
Agent/Licensee Date

Agent/Licensee Date

[Signature] 10/6/18
date



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 2966 N. Hwy 14 - Murdock, KS 67111

DOES THE PROPERTY HAVE A WELL? YES ☒ NO ☐

If yes, what type? Irrigation ☒ Drinking ☒ Other ☐

Location of Well: Drinking: In utility room Irrigation: well shed

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

If yes, what type? Septic ☐ Lagoon ☒

Location of Lagoon/Septic Access: _____


Owner

10-6-18
Date

Owner

Date



10/6/18
Date



AVERAGE MONTHLY UTILITIES/MISCELLANEOUS INFORMATION

Property Address: 2966 N. Hwy 14, Murdock, KS 67211 (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>\$120 +/- Month</u>
Water & Sewer:	<u>Well and Lagoon</u>	<u></u>
Gas/Propane:	<u>Propane</u>	<u></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: NA ☐ 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.

2966 N. Hwy 14, Murdock 67111 - (Zoning) Residential

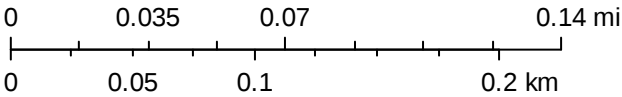


October 1, 18

polygonLayer

- Override 1
- Parcels
- Parcels 18057
- Red: Band_1
- Green: Band_2
- Blue: Band_3

1:3,094



2966 N. Hwy 14, Murdock 67111 - Aerial

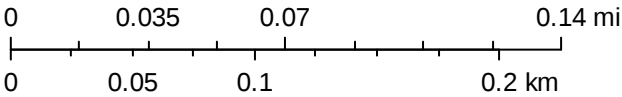


October 1, 18

polygonLayer

- Override 1
- Parcels
- Parcels 18057
- Red: Band_1
- Green: Band_2
- Blue: Band_3

1:3,094



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*)

