

# PROPERTY INFORMATION PACKET

THE DETAILS



110 Starr Ave | Scott City, KS 67871

AUCTION: Bidding Ends: Thursday, August 13th 2020 @  
2:00 PM

12041 E. 13th St. N., Wichita, KS, 67206  
316.867.3600 • 800.544.4489  
[www.McCurdyAuction.com](http://www.McCurdyAuction.com)



**McCurdy**  
AUCTION  
REAL ESTATE SPECIALISTS



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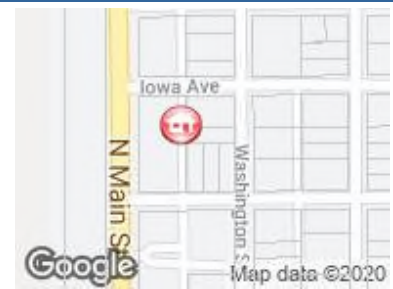
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer 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 #** 583698  
**Class** Land  
**Property Type** Vacant Lot  
**County** Scott  
**Area** Other Towns  
**Address** 110 Starr Ave  
**Address 2**  
**City** Scott City  
**State** KS  
**Zip** 67871  
**Status** Active  
**Contingency Reason**  
**Asking Price** \$0  
**For Sale/Auction/For Rent** Auction  
**Associated Document Count** 0



## GENERAL

|                                               |                                          |                                   |              |
|-----------------------------------------------|------------------------------------------|-----------------------------------|--------------|
| <b>List Agent - Agent Name and Phone</b>      | BRADEN MCCURDY - OFF: 316-683-0612       | <b>List Date</b>                  | 6/24/2020    |
| <b>List Office - Office Name and Phone</b>    | McCurdy Auction, LLC - OFF: 316-867-3600 | <b>Realtor.com Y/N</b>            | Yes          |
| <b>Co-List Agent - Agent Name and Phone</b>   |                                          | <b>Display on Public Websites</b> | Yes          |
| <b>Co-List Office - Office Name and Phone</b> |                                          | <b>Display Address</b>            | Yes          |
| <b>Showing Phone</b>                          | 1-800-301-2055                           | <b>VOW: Allow AVM</b>             | Yes          |
| <b>Zoning Usage</b>                           | Single Family                            | <b>VOW: Allow 3rd Party Comm</b>  | Yes          |
| <b>Parcel ID</b>                              | 08610-4-18-0-20-04-004.00-0              | <b>Sub-Agent Comm</b>             | 0            |
| <b>Number of Acres</b>                        | 0.17                                     | <b>Buyer-Broker Comm</b>          | 3            |
| <b>Price Per Acre</b>                         |                                          | <b>Transact Broker Comm</b>       | 3            |
| <b>Lot Size/SqFt</b>                          | 7405.2                                   | <b>Variable Comm</b>              | Non-Variable |
| <b>School District</b>                        | Scott County School District (USD 466)   | <b>Virtual Tour Y/N</b>           |              |
| <b>Elementary School</b>                      | Other                                    |                                   |              |
| <b>Middle School</b>                          | Other                                    |                                   |              |
| <b>High School</b>                            | Other                                    |                                   |              |
| <b>Subdivision</b>                            | MNONE                                    |                                   |              |
| <b>Legal</b>                                  |                                          |                                   |              |

## DIRECTIONS

**Directions** (Scott City) E. 5th St. (K96) & N. Main St. - North to Starr Ave, East to Vacant Lot.

## FEATURES

|                                                 |                                           |                                                |                                                  |
|-------------------------------------------------|-------------------------------------------|------------------------------------------------|--------------------------------------------------|
| <b>SHAPE / LOCATION</b><br>Rectangular          | <b>OUTBUILDINGS</b><br>None               | <b>EXISTING FINANCING</b><br>Other/See Remarks | <b>AGENT TYPE</b><br>Sellers Agent               |
| <b>TOPOGRAPHIC</b><br>Level                     | <b>MISCELLANEOUS FEATURES</b><br>None     | <b>PROPOSED FINANCING</b><br>Other/See Remarks | <b>OWNERSHIP</b><br>Corporate                    |
| <b>PRESENT USAGE</b><br>None/Vacant             | <b>DOCUMENTS ON FILE</b><br>Aerial Photos | <b>POSSESSION</b><br>At Closing                | <b>TYPE OF LISTING</b><br>Excl Right w/o Reserve |
| <b>ROAD FRONTAGE</b><br>Dirt                    | <b>PHOTOGRAPHS</b><br>Photographs         | <b>SHOWING INSTRUCTIONS</b><br>Call Showing #  | <b>BUILDER OPTIONS</b><br>Open Builder           |
| <b>UTILITIES AVAILABLE</b><br>Other/See Remarks | <b>FLOOD INSURANCE</b><br>Unknown         | <b>LOCKBOX</b><br>None                         |                                                  |
| <b>IMPROVEMENTS</b><br>None                     | <b>SALE OPTIONS</b><br>None               |                                                |                                                  |

## FINANCIAL

**Assumable Y/N** No  
**General Taxes** \$100.02  
**General Tax Year** 2019  
**Yearly Specials** \$0.00  
**Total Specials** \$0.00  
**HOA Y/N** No  
**Yearly HOA Dues**  
**HOA Initiation Fee**  
**Earnest \$ Deposited With** Security 1st Title

## MARKETING REMARKS

**Marketing Remarks** This property is offered by Braden McCurdy with McCurdy Auction, LLC. Office: 316-867-3600 Email: [bmccurdy@mccurdyauction.com](mailto:bmccurdy@mccurdyauction.com). Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | BIDDING OPENS: Tuesday, July 21st, 2020 at 2:00 PM (cst) | BIDDING CLOSES: Thursday, August 13th, 2020 at 2:00 PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. No scheduled open house. Property will be available to preview by appointment only. CLEAR TITLE AT CLOSING, NO BACK TAXES ONLINE ONLY!!! NO MINIMUM, NO RESERVE!!!! 0.17 +/- acre residential lot in Scott City, Kansas! This lot is zoned R-3 Residential and is on Starr Ave close to Main Street. There is a storage shed as well on the lot. \*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 \$3,500.

## AUCTION

|                             |                      |                                |                                                                    |
|-----------------------------|----------------------|--------------------------------|--------------------------------------------------------------------|
| <b>Auction Date</b>         | 7/21/2020            | <b>Auction Location</b>        | <a href="http://www.mccurdyauction.com">www.mccurdyauction.com</a> |
| <b>Auction Offering</b>     | Real Estate Only     | <b>Auction Start Time</b>      | 2:00 PM                                                            |
| <b>1 - Open for Preview</b> |                      | <b>1 - Open End Time</b>       |                                                                    |
| <b>Broker Reg Deadline</b>  | 8/12/2020 by 5:00 PM | <b>Broker Registration Req</b> | Yes                                                                |
| <b>Buyer Premium Y/N</b>    | Yes                  |                                |                                                                    |

## 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 2020 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.



## WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 110 Starr Ave - Scott City, KS 67871

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 \_\_\_\_\_ NO X

If yes, what type? Septic \_\_\_\_\_ Lagoon \_\_\_\_\_

Location of Lagoon/Septic Access: \_\_\_\_\_

Authentisign  
  
6/24/2020 4:41:07 PM CDT  
Owner

06/24/2020

Date

Owner

Date

A signature enclosed in a rectangular box.



# Security 1<sup>st</sup> Title

File #:

Property Address:

110 Starr Ave

Scott City, KS 67871

## WIRE FRAUD ALERT

### IMPORTANT! YOUR FUNDS MAY BE AT RISK

**\*\*SECURITY 1<sup>ST</sup> TITLE DOES NOT SEND WIRE INSTRUCTIONS UNLESS REQUESTED\*\***

**This Alert is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.** Realtors®, Real Estate Brokers, Title Companies, Closing Attorneys, Buyers and Sellers are targets for fraudsters to gain access to information for the purpose of wire fraud schemes. Many homebuyers have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification.

A fraudster will hack into a participant's email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the Buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain wiring instructions or routing information, and will request that the Buyer send funds to an account controlled by the fraudster.

Security 1<sup>st</sup> Title does not require your funds to be wired. We accept certified checks. If you prefer to wire, you must contact us by phone to request our wire instructions. We will give them verbally or send via SECURED email. After receipt, if you receive another email or unsolicited call purporting to alter these instructions please disregard and immediately contact us.

**\*\*\*Closing funds in the form of ACH Electronic Transfers will NOT be accepted\*\*\***

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY on emails or other communications purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.**
- **DO NOT FORWARD wire instructions to any other parties.**
- **ALWAYS VERIFY WIRE INSTRUCTIONS, specifically the ABA routing number and account number, by calling the party who is receiving the funds.**
- **DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify with a phone directory.**
- **DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.**

### ACKNOWLEDGEMENT OF RECEIPT – YOU MUST SIGN BELOW

Your signature below acknowledges receipt of this Wire Fraud Alert.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

*Marty Bauer*

6/24/2020 9:52:54 AM CDT

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

110 Starr Ave – Scott City, KS 67871

Zoning: R-3 Residential



110 Starr Ave – Scott City, KS 67871

Flood Zone - None



110 Starr Ave – Scott City, KS 67871

## Aerial Map



## 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, in the event that Bidder is the successful bidder, 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. 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.
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 guests or minors 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. McCurdy reserves 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*)

