

PROPERTY INFORMATION PACKET | THE DETAILS



8422 SE 25th St. | Murdock, KS 67111

AUCTION: Bidding Ends: Tuesday, November 17th, 2020 @
2:00 PM

12041 E. 13th St. N., Wichita, KS, 67206
316.867.3600 • 800.544.4489
www.McCurdyAuction.com



McCurdy
AUCTION
REAL ESTATE SPECIALISTS



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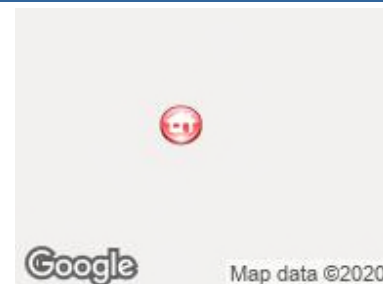
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer 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 # 588425
Status Active
Contingency Reason
Area KNG - Kingman County
Address 8422 SE 25th St.
City Murdock
Zip 67111
Asking Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms	4	Approx. AGLA	3887
Total Bedrooms	6.00	AGLA Source	Court House
AG Full Baths	3	Approx. BFA	1687.00
AG Half Baths	2	BFA Source	Court House
Total Baths	6	Approx. TFLA	5,574
Garage Size	3	Lot Size/SqFt	2530836
Basement	Yes - Finished	Number of Acres	58.10
Levels	2 Story		
Approximate Age	6 - 10 Years		
Acreage	10.01 or More		

GENERAL

List Agent - Agent Name and Phone	Ty Patton	Master Bedroom Level	Upper
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-867-3600	Master Bedroom Dimensions	28.2 x 13.3
Co-List Agent - Agent Name and Phone		Master Bedroom Flooring	Wood
Co-List Office - Office Name and Phone		Living Room Level	Main
Showing Phone	1-800-301-2055	Living Room Dimensions	14.3 x 18
Year Built	2010	Living Room Flooring	Wood
Parcel ID	04811-5-15-0-00-00-002.00-0	Kitchen Level	Main
School District	Kingman - Norwich School District (USD 331)	Kitchen Dimensions	20.3 x 15.8
Elementary School	Kingman	Kitchen Flooring	Tile
Middle School	Kingman	Room 4 Type	Bedroom
High School	Kingman	Room 4 Level	Upper
Subdivision	NONE LISTED ON TAX RECORD	Room 4 Dimensions	28.9 x 23.4
Legal	S15 , T28 , R06W , ACRES 58.1 , E2 NW4 EXC RR R/W LESS R /W	Room 4 Flooring	Wood
List Date	10/21/2020	Room 5 Type	Bedroom
Display Address	Yes	Room 5 Level	Upper
Sub-Agent Comm	0	Room 5 Dimensions	13.2 x 13.1
Buyer-Broker Comm	3	Room 5 Flooring	Wood
Transact Broker Comm	3	Room 6 Type	Bedroom
Variable Comm	Non-Variable	Room 6 Level	Upper
Days On Market	19	Room 6 Dimensions	8.5 x 15.8
Input Date	10/23/2020 2:19 PM	Room 6 Flooring	Wood
Update Date	11/9/2020	Room 7 Type	Bedroom
Status Date	10/23/2020	Room 7 Level	Basement
Price Date	10/23/2020	Room 7 Dimensions	22.2 x 18.6
		Room 7 Flooring	Tile
		Room 8 Type	Bedroom
		Room 8 Level	Basement
		Room 8 Dimensions	10.11 x 16.5
		Room 8 Flooring	Tile
		Room 9 Type	Dining Room
		Room 9 Level	Main
		Room 9 Dimensions	14.9 x 13.7
		Room 9 Flooring	Wood
		Room 10 Type	Hearth Rm
		Room 10 Level	Main
		Room 10 Dimensions	16.2 x 21.3
		Room 10 Flooring	Tile
		Room 11 Type	Family Room
		Room 11 Level	Basement
		Room 11 Dimensions	38.1 x 21.2
		Room 11 Flooring	Tile

Room 12 Type	Laundry
Room 12 Level	Main
Room 12 Dimensions	9.11 x 7.4
Room 12 Flooring	Tile

DIRECTIONS

Directions (Murdock) SE 80th Ave & SE 25th St. - East to Home

FEATURES

ARCHITECTURE

Other/See Remarks

EXTERIOR CONSTRUCTION

Masonry-Stone

Stucco

ROOF

Tile

LOT DESCRIPTION

Standard

FRONTAGE

Unpaved Frontage

EXTERIOR AMENITIES

Balcony

Patio

Covered Patio

Deck

Fence-Other/See Remarks

Irrigation Well

Security Light

Other/See Remarks

Outbuildings

GARAGE

Attached

Oversized

FLOOD INSURANCE

Unknown

UTILITIES

Lagoon

Propane Gas

Private Water

BASEMENT / FOUNDATION

Full

Walk Out At Grade

View Out

BASEMENT FINISH

2 Bedroom

1 Bath

Bsmt Rec/Family Room

Dry Bar

Bsmt Storage

COOLING

Central

Electric

HEATING

Forced Air

Gas

DINING AREA

Dining L/Alcove

Formal

FIREPLACE

Three+

Living Room

Family Room

Master Bedroom

Woodburning

KITCHEN FEATURES

Desk

Eating Bar

Island

Pantry

Range Hood

Gas Hookup

Granite Counters

APPLIANCES

Dishwasher

Disposal

Refrigerator

Range/Oven

MASTER BEDROOM

Master Bdrm on Sep. Floor

Master Bedroom Bath

Shower/Master Bedroom

Two Sinks

Granite Counters

AG OTHER ROOMS

Foyer

Hearth Room

LAUNDRY

Main Floor

Separate Room

220-Electric

Wash Sink

INTERIOR AMENITIES

Ceiling Fan(s)

Closet-Walk-In

Fireplace Doors/Screens

Hardwood Floors

Owned Water Softener

Vaulted Ceiling

POSSESSION

At Closing

PROPOSED FINANCING

Other/See Remarks

WARRANTY

No Warranty Provided

OWNERSHIP

Individual

PROPERTY CONDITION REPORT

Yes

DOCUMENTS ON FILE

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	\$8,373.60
General Tax Year	2019
Yearly Specials	\$0.00
Total Specials	\$0.00

HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Home Warranty Purchased	Unknown
Earnest \$ Deposited With	Security 1st Title

MARKETING REMARKS

Marketing Remarks This property is offered by Ty Patton with McCurdy Auction, LLC. Office: 316-867-3600 Email: tpatton@mccurdyauction.com. Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | BIDDING OPENS: Thursday, October 29th, 2020 at 2:00 PM (cst) | BIDDING CLOSES: Tuesday, November 17th, 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!!! PREMIER!!! Custom-built Spanish style home on 58 +/- acres in Murdock, Kansas!!! This impressive 5,574 +/- Sq.Ft. home boasts 6 bedrooms and 6 bathrooms (4 full baths and 2 half baths) with an attached oversized 3 car garage. Exterior Features: 58.1 +/- Acres Circle drive Tile roof Masonry stone & stucco siding Multiple balconies Double-pane windows 2 decks (one is covered) Gazebo Drive through overhang Drinking & irrigation well Lagoon Propane Main Level Features: Foyer with stone archway Marble and hardwood flooring Formal dining room Living room with bay window and wood-burning fireplace Hearth room with wood-burning fireplace, recessed lighting, and deck access Alcove Kitchen with granite countertops, pantry, island, desk, and pantry Appliances: Industrial size double door stainless steel refrigerator, dishwasher, cooktop, and double wall ovens (2) 1/2 bathrooms Laundry room Upper-Level Features: 4-BR & 3-BA Primary bedroom with tray ceiling, wood-burning fireplace, French doors to balcony, and ensuite with jetted tub, walk-in shower, and double sinks. Walk-in closet Full hallway bathroom with tub/shower combination 3 more additional bedrooms with one being a second primary bedroom or guest quarters with a full bathroom, walk-in closet and entrance to the garage Walk-out Basement Features: 2-BR & 1-BA Large family/rec room with recessed lighting, outside access, a wood-burning fireplace, and dry bar 2 spacious bedrooms 1 full bathroom with a tub/shower combination What an amazing opportunity to purchase this dream home and make it your own private oasis surrounded by 58+/- acres!!! \$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 with deposit of \$45,000 in earnest money at the time of contracting. Per seller, mineral rights remain with seller. *SEE TERMS OF SALE*

AUCTION

Type of Auction Sale	Reserve	Method of Auction	Online Only
Auction Location	www.mccurdyauction.com	Auction Offering	Real Estate Only
Auction Date	10/29/2020	Auction Start Time	2:00 PM
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	
1 - Open/Preview Date		1 - Open Start Time	
1 - Open End Time			

TERMS OF SALE

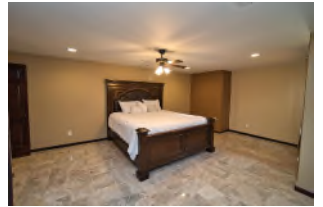
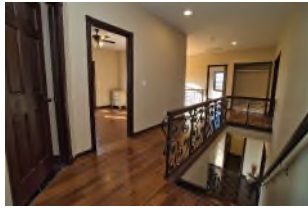
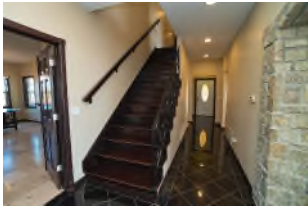
Terms of Sale *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. 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 \$30,000. \$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 with deposit of \$45,000 in earnest money at the time of contracting.

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.

Seller's Property Disclosure

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 8422 SE 25th St. - Murdock, KS 67111

Seller: Daniel Sanchez

Date of Purchase: 2003

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	Not Working	Don't Know		None	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
☐	☐	☒	☐	☐	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	400 amp ☐ Service Panel Total Amps					
☐	☐	☐	☐	☐	Other: _____	☐	☐	☐	☐	☐	Security System
☐	☐	☐	☐	☐	Other: _____	NOT ACTIVE (Circle One) ☒ Own ☐ Rent/Financed Company					
☐	☐	☐	☐	☐	Other: _____	Comments:					
☐	☐	☐	☐	☐	Other: _____						
Comments:											

BUYER'S INITIALS: _____

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SELLER'S INITIALS: DS

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? <u>N/A</u>
			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
			<i>To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)</i>
☐	☒	☐	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: <u>Blown in insulation in Attic & Walls</u>			
YES	NO	DON'T KNOW	SECTION 2 ROOF/INSULATION
			Age: <u>2 yrs</u> Type: <u>Concrete</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.			
<i>To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)</i>			
☐	☒	☐	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: DS

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: _____ District: _____	
☒	☐	☐	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: _____	
			Tank Size: _____	Location: _____
			# feet laterals: _____	# 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:

BUYER'S INITIALS: _____

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SELLER'S INITIALS: DS

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: <u>AFTER 5 YRS TT will PASS TO Buyer</u>
			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:			

YES	NO	DON'T KNOW	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?
☒	☐	☐	Is there any fencing on the boundaries of the property?
☒	☐	☐	Does fencing belong to the property? If YES, which sides?
☐	☒	☐	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: DS

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: _____			
☐	☒	☐	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: _____			

YES	NO	DON'T KNOW	SECTION 10
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 hall, 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: _____
☐	☒	☐	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 holistic, 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: _____ Pg 6 of 7 SELLER'S INITIALS: ES



216

SELLER'S ACKNOWLEDGEMENT

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

224 Seller is occupant: ☒ YES ☐ NO

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

227 SELLER: *Daniel Sanchez* 10/21/2020 SELLER: _____
228 10/21/2020 2:45:01 PM CDT Date Date

229

BUYER'S ACKNOWLEDGEMENT AND AGREEMENT

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

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

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

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

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

250 BUYER: _____ BUYER: _____
251 Date Date

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

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WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 8422 SE 25th St. - Murdock, KS 67111

DOES THE PROPERTY HAVE A WELL? YES X NO

If yes, what type? Irrigation Drinking X Other

Location of Well: Fron west Side the Home

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

If yes, what type? Septic Lagoon X

Location of Lagoon/Septic Access: From East Side of the Hoem

Authentisign
Daniel Sanchez
Owner 10/21/2020 2:45:25 PM CDT

10/21/2020

Date

Owner

Date



Security 1st Title

File #:

Property Address:

8422 SE 25th St.

Murdock, KS 67111

WIRE FRAUD ALERT

IMPORTANT! YOUR FUNDS MAY BE AT RISK

****SECURITY 1ST 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 1st 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 _____

Authentisign

Daniel Sanchez

Seller _____

02/29/2020 2:45:29 PM 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>



AVERAGE MONTHLY UTILITIES MISCELLANEOUS INFORMATION

Property Address: 8422 SE 25th St. - 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	12 Month Avg Estimate
Electric:	<u>Ark Valley Elect Co-Op Association</u>	<u>\$600 monthly</u>
Water & Sewer:	<u></u>	<u></u>
Gas Propane:	<u>Local Company</u>	<u>\$200 for 200 gallons</u>

If propane, is tank owned or leased? Owned Leased

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

Appliances that Transfer:

Refrigerator?	Yes ☒	No ☐
Dishwasher?	Yes ☒	No ☐
Stove/Oven?	Yes ☒	No ☐
Microwave?	Yes ☒	No ☐

Washer?	Yes ☐	No ☒
Dryer?	Yes ☐	No ☒
Other?	<u></u>	

Homeowners Association: Yes No

Dues Amount: Yearly Monthly Quarterly

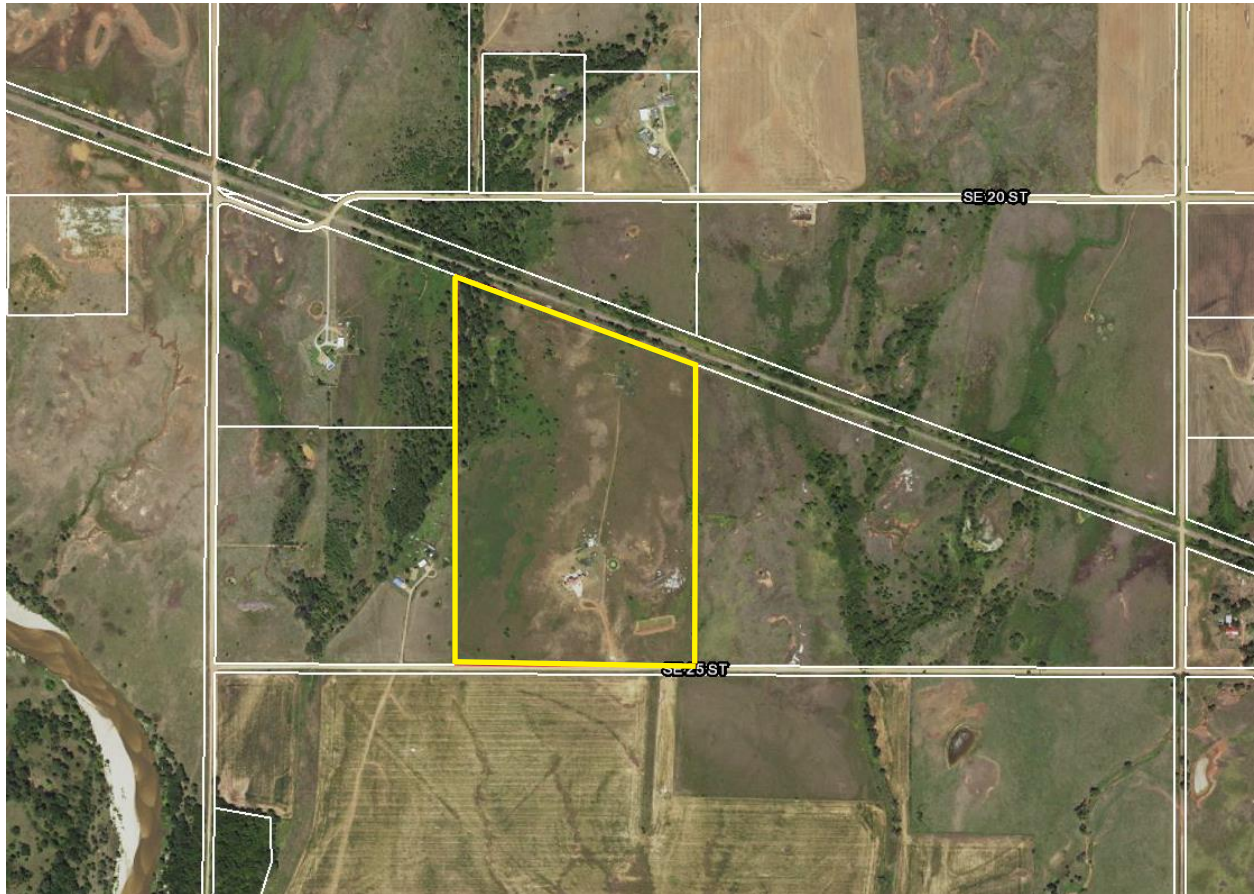
Initiation Fee:

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

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.

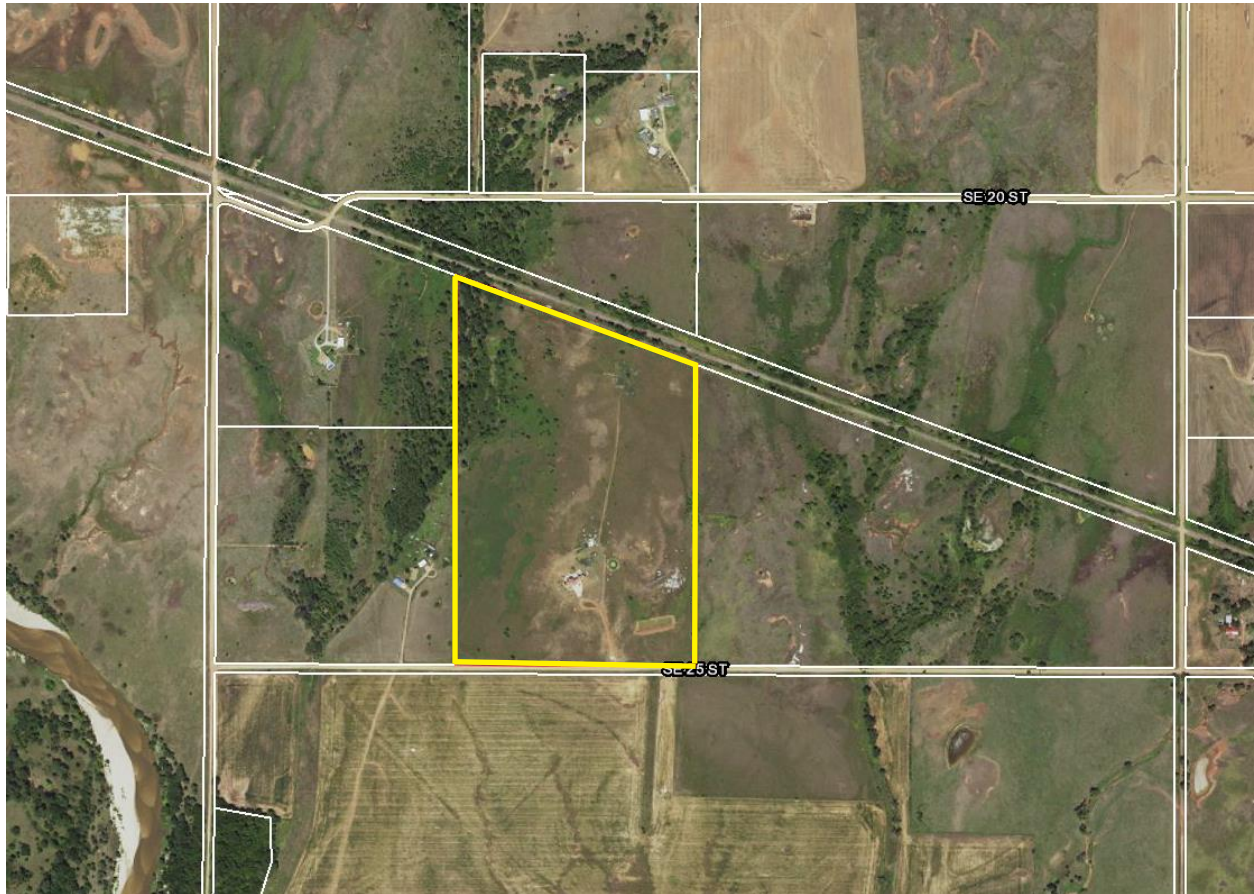
8422 SE 25th St. – Murdock, KS 67111

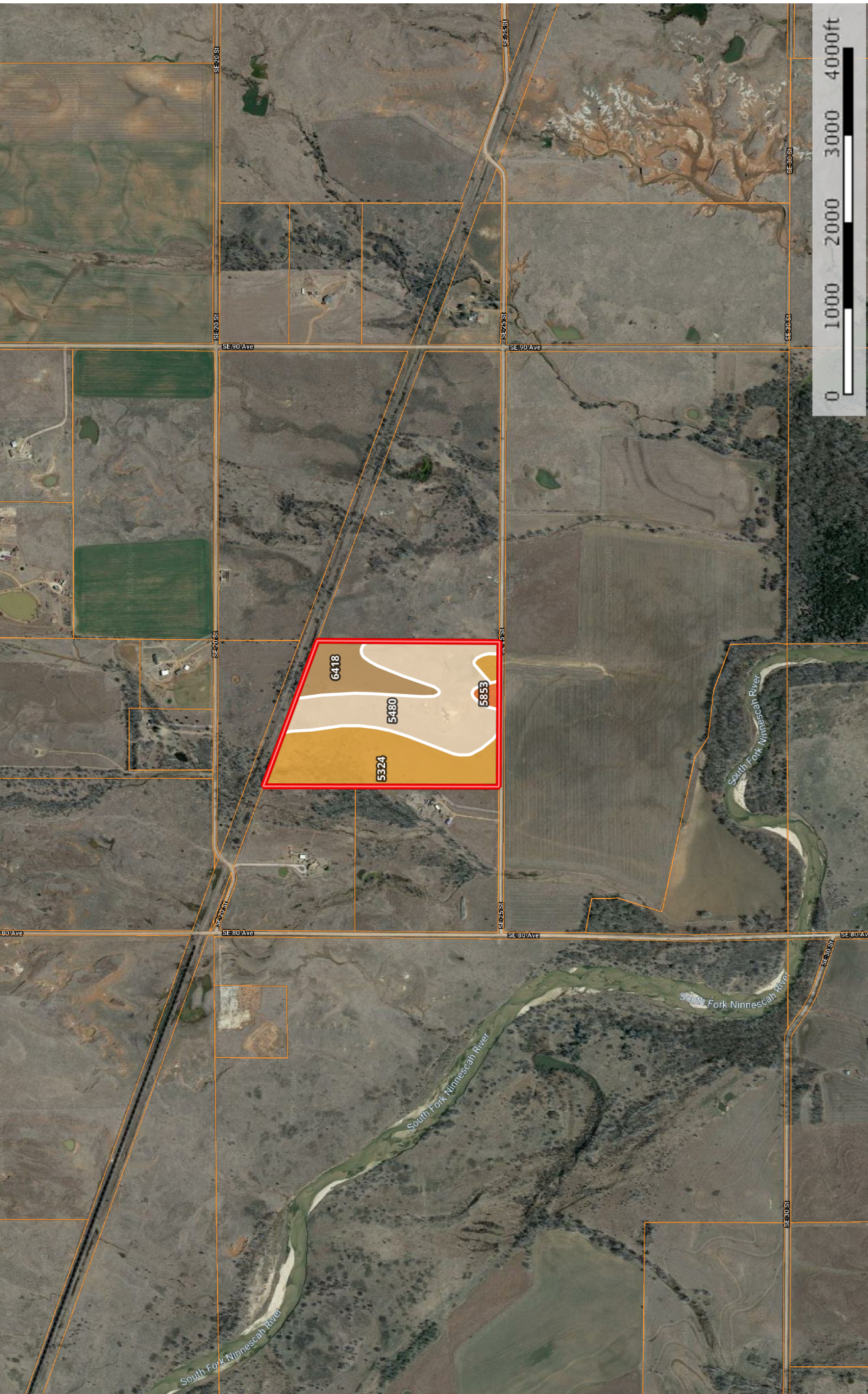
Zoning: A-1 - Agricultural



8422 SE 25th St. – Murdock, KS 67111

Aerial





| Boundary 58.2 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
6418	Renfrow clay loam, 1 to 3 percent slopes	8.8	15.11	3e
5853	Albion sandy loam, 1 to 3 percent slopes	1.0	1.79	3e
5480	Wellsford clay loam, 1 to 3 percent slopes	25.6	44.06	4e
5324	Kaski loam, occasionally flooded	22.7	39.05	2w
TOTALS		58.2	100%	3.05

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

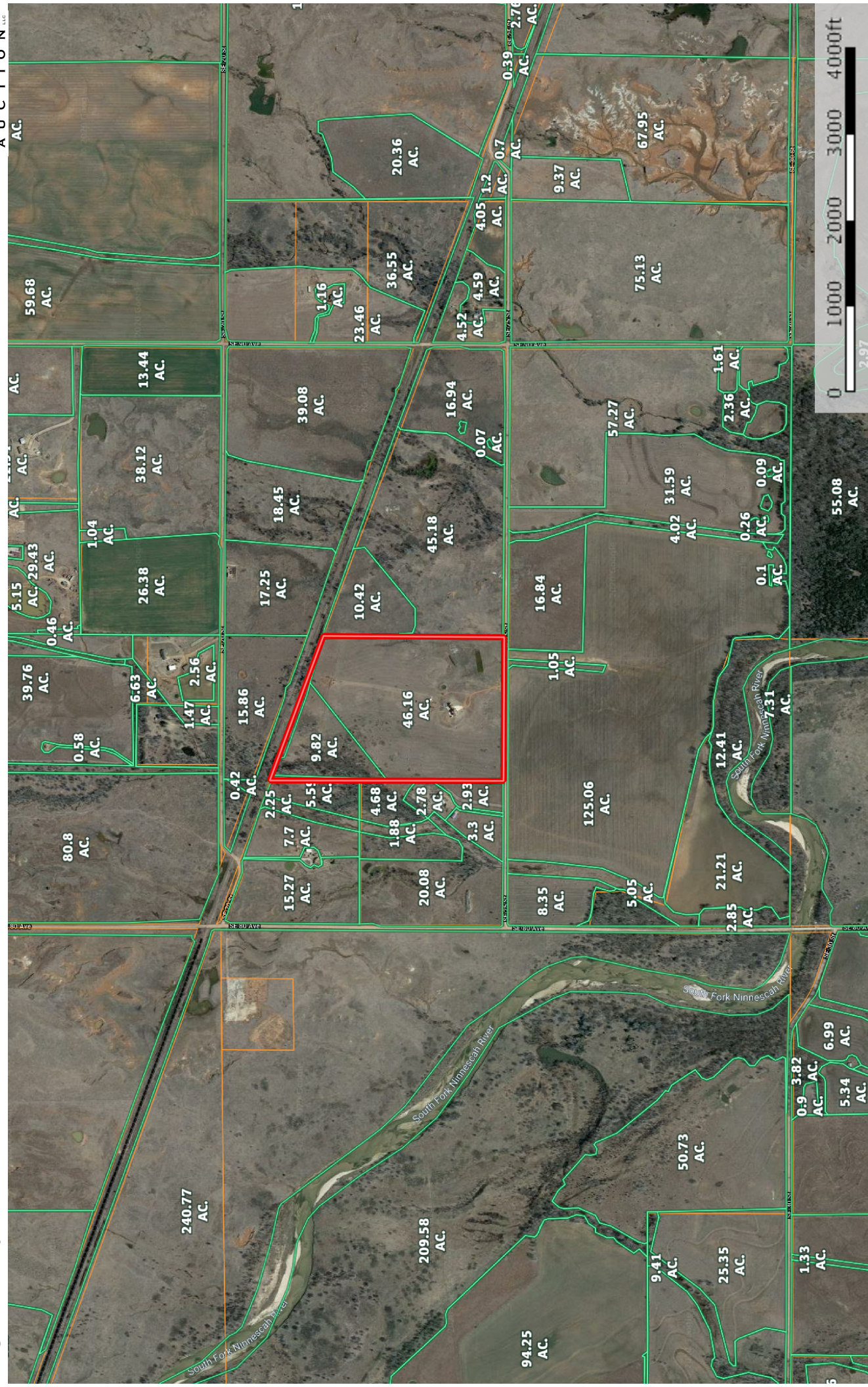
Land, Capability

								
	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

(s) soil limitations within the rooting zone (w) excess of water



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*)

