PROPERTY INFORMATION PACKET | THE DETAILS



7651 S. Greenwich Rd | Derby, KS 67037

AUCTION: Saturday, November 14th, 2020 @ 10:00 AM







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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# 588277 Status Active

Contingency Reason

Area 901 - SE Suburban SG Address 7651 S GREENWICH RD

City Derby 67037 Zip Asking Price \$0 **Picture Count** 36























KEYWORDS

AG Bedrooms 3 4.00 **Total Bedrooms AG Full Baths AG Half Baths** 0 **Total Baths** 4 **Garage Size**

Yes - Finished **Basement** One Story Levels Approximate Age 21 - 35 Years 5.01 - 10 Acres Acreage

Approx. AGLA 1888 **AGLA Source** Court House Approx. BFA 1106.00 **BFA Source** Court House Approx. TFLA 2,994 417740 Lot Size/SqFt Number of Acres 9.59

GENERAL

List Agent - Agent Name and Phone

List Office - Office Name and Phone

Co-List Agent - Agent Name and Phone Co-List Office - Office Name and Phone

Showing Phone Year Built Parcel ID **School District Elementary School** Middle School **High School**

Subdivision

Legal

List Date Display Address Sub-Agent Comm Buyer-Broker Comm Transact Broker Comm

Variable Comm Days On Market **Input Date Update Date**

Status Date Price Date

Megan Rae Niedens - OFF: 316

-683-0612

McCurdy Auction, LLC - OFF:

316-867-3600

1-800-301-2055

1989

20173-232-04-0-41-00-002.00 Derby School District (USD 260)

Park Hill Derby North Derby

NONE LISTED ON TAX

RECORD

N 331 FT S 2320 FT E1/2 SE1/4

EXC E 60 FT FOR RD SEC 4 -29-2E

10/6/2020 Yes n 3 3

Non-Variable

10/21/2020 11:05 AM

11/10/2020 10/21/2020 10/21/2020

Master Bedroom Level Main Master Bedroom Dimensions 16 x 16 Master Bedroom Flooring Wood Living Room Level Main **Living Room Dimensions** 18.8 x 23.4 Living Room Flooring Wood Kitchen Level Main **Kitchen Dimensions** 13.8 x 19.8 Kitchen Flooring Wood Room 4 Type Bedroom Room 4 Level Main **Room 4 Dimensions** 12.4 x 11.8 Room 4 Flooring Carpet Room 5 Type Bedroom Room 5 Level Main **Room 5 Dimensions** 12.2 x 12.5 Room 5 Flooring Carpet Room 6 Type Bedroom Room 6 Level Basement **Room 6 Dimensions** 15.2 x 12.5

Room 6 Flooring Carpet Room 7 Type Sun Room/Atrium Room 7 Level Main **Room 7 Dimensions** 21.5 x 14.3 Room 7 Flooring Laminate - Other Room 8 Type Dining Room Room 8 Level Main **Room 8 Dimensions** 14.2 x 12.3

Room 8 Flooring Wood Room 9 Type Family Room Room 9 Level Basement **Room 9 Dimensions** 22.2 x 15.1 Room 9 Flooring Carpet Room 10 Type Bonus Room Room 10 Level **Basement Room 10 Dimensions** 18.11 x 20.9 Room 10 Flooring Carpet Room 11 Type Bonus Room Room 11 Level Basement **Room 11 Dimensions** 11.7 x 20.6 Room 11 Flooring Carpet

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

Rec. Room Basement 15.7 x 17.9 Carpet

DIRECTIONS

Directions (Derby) Meadowlark Blvd & S. Greenwich Rd., South to Home.

FEATURES

ARCHITECTURE

Ranch **EXTERIOR CONSTRUCTION**

Frame w/Less than 50% Mas

Composition

LOT DESCRIPTION

Standard Wooded

FRONTAGE Paved Frontage

EXTERIOR AMENITIES

Covered Patio Horses Allowed

Storm Windows/Ins Glass

Outbuildings **GARAGE**

Attached

FLOOD INSURANCE

Unknown UTILITIES

Lagoon Propane Gas Rural Water

BASEMENT / FOUNDATION

Day Light

BASEMENT FINISH

1 Bedroom 1 Bath

Bsmt Bonus Room

COOLING Central

Electric **HEATING**

Forced Air Gas

DINING AREA

Formal

Kitchen/Dining Combo

FIREPLACE

One

Woodburning

Blower

KITCHEN FEATURES

Desk Island **Pantry** Gas Hookup **APPLIANCES**

Dishwasher Disposal

Range/Oven

MASTER BEDROOM

Master Bdrm on Main Level Shower/Master Bedroom

Jetted Tub

AG OTHER ROOMS

Sun Room **LAUNDRY** Main Floor

220-Electric Wash Sink

INTERIOR AMENITIES

Ceiling Fan(s) Closet-Walk-In Hardwood Floors Vaulted Ceiling

POSSESSION

At Closing

PROPOSED FINANCING

Other/See Remarks

WARRANTY

No Warranty Provided

OWNERSHIP

PROPERTY CONDITION REPORT

DOCUMENTS ON FILE

Ground Water

SHOWING INSTRUCTIONS

Appt Req-Call Showing #

LOCKBOX **SCKMLS**

TYPE OF LISTING Excl Right w/o Reserve

AGENT TYPE

Sellers Agent

FINANCIAL

Assumable Y/N No No

Currently Rented Y/N

Rental Amount

General Property Taxes \$3,795.82 **General Tax Year**

Yearly Specials Total Specials

2019 \$7.80

\$7.80

HOA Y/N

Wet Bar

Yearly HOA Dues

HOA Initiation Fee

Home Warranty Purchased Unknown

Earnest \$ Deposited With Security 1st Title

No

MARKETING REMARKS

Marketing Remarks This property is offered by Megan McCurdy-Niedens with McCurdy Auction, LLC. Office: 316-867-3600 Email: mniedens@mccurdyauction.com ONSITE & ONLINE REAL ESTATE AUCTION ON SATURDAY, NOVEMBER 14TH, 2020 AT 10:00 AM. CLEAR TITLE AT CLOSING, NO BACK TAXES, PREVIEW AVAILABLE. NO MINIMUM, NO RESERVE!!! Fantastic opportunity to purchase a home in the desirable Derby School District selling regardless of price to the highest bidder! This 2,994 Sq.Ft. home sits on 9.59 +/- acres featuring a spacious covered front porch, attached side load 3 car garage, and a covered back porch. There is an impressive 105' x 42' Morton outbuilding/shop. This shop has CH/CA, 10-inch insulated walls, 20-inch ceiling insulation, and a lift! Through the double front doors is the large living room with vaulted ceilings and sleek hardwood flooring. There is also a formal dining room that opens up to the living room. The kitchen is around the corner with an island, big pantry, desk, and eating area. Appliances include the dishwasher, wall oven, and cooktop. Off the kitchen is the sunroom with double ceiling fans and outside access. Also off the kitchen is the laundry room/ full bathroom with countertop space, sink, and walk-in shower. The primary bedroom has an ensuite with a jetted tub and walk-in shower. Two more additional bedrooms and a full bathroom with a tub /shower combination complete the main level of the home. The full finished basement provides a family room with a floor to ceiling brick wood burning fireplace, wet bar, bonus rooms, bedroom, and a full bathroom with a walk-in shower. \$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. *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. The real estate will be open for previewing one hour prior to the real estate auction, or by scheduled appointment. 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 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.

AUCTION

Type of Auction Sale Absolute **Auction Location ONSITE** 11/14/2020 **Auction Date** Broker Registration Req Yes **Premium Amount** 0.10 30,000.00 **Earnest Amount %/\$** 11/14/2020 1 - Open/Preview Date 1 - Open End Time 10:00 AM

Method of Auction Live w/Online Bidding **Auction Offering** Real Estate Only **Auction Start Time** 10:00 AM **Buyer Premium Y/N** Yes Earnest Money Y/N Yes 1 - Open for Preview Yes 1 - Open Start Time 9:00 AM

TERMS OF SALE

Terms of Sale

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES







































































DISCLAIMER

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Seller's Property Disclosure

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 7651 S. Greenwich Rd. - Derby , KS 67037

Seller: Date of Purchase:

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

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

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		TRANSFERS							
		то	BUY	ER				то	BUY	ER	
None	Does Not Transfer	Working	Not Working	Don't Know	Indicate the condition of the following items by marking only one appropriate box.	None	Does Not Transfer	Working	Not Working	Don't Know	Indicate the condition of the following items by marking only one appropriate box.
[]	[]	M	[]	[]	Disposal	[]	[]	M	[]	[]	Smoke/Fire Detectors
[]	[]	M	[]	[]	Dishwasher	[]	[]	×	[]	[]	Light Fixtures
[]	[]	M	[]	[]	Oven	[]	[]	M	[]	[]	Switches/Outlets
[]	[]	M	[]	[]	Range (Circle One) Gas □Electric	[]	[]	M	[]	[]	Ceiling Fan(s)
[]	X	[]	[]	[]	Microwave	[]	[]	M	[]	[]	Bathroom Vent Fan(s)
					Built in (Circle One) ☐YES ☐NO	M	[]	[]	[]	[]	Telephone Wiring/Blocks/Jacks
[]	[]	M	[]	[]	Range Hood	[]	[]	M	[]	[]	Door Bell
					Vented Outside (Circle One) XYES □NO	M	[]	[]	[]	[]	Intercom
[]	M	[]	[]	[]	Kitchen Refrigerator	[]	[]	M	[]	[]	Garage Door Opener
[]	M	[]	[]	[]	Clothes Washer	# of	Remote	es:	3		Keypad Entry: (Circle One) ∠ YES □NO
[]	X	[]	[]	[]	Clothes Dryer	M	[]	[]	[]	[]	Aluminum Wiring
M	[]	[]	[]	[]	Trash Compactor	[]	[]	×	[]	[]	Copper Wiring
M	[]	[]	[]	[]	Central Vacuum	[]	[]	M	[]	[]	220 Volt
X	[]	[]	[]	[]	Exterior Attached Gas Grill		_2	00		[]	Service Panel Total Amps
[]	[]	[]	[]	[]	Other:	M	[]	[]	[]	[]	Security System
[]	[]	[]	[]	[]	Other:			•			(Circle One) □Own □Rent/Financed
[]	[]	[]	[]	[]	Other:						Company
[]	[]	[]	[]	[]	Other:	Comr	nents:	Abo	iTre	K	IL 100 AMP IN SAOP
Comn	nents:										

BUYER'S INITIALS:	Pg 1 of 7	SELLER'S INITIALS:	_
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	WATER/SEWAGE SYSTEMS (See Part II Also)							HEATING & COOLING SYSTEMS				
		TR/	ANSF	ERS				TR/	NSF	ERS		
_		то	BUY	'ER				то	BUY	ER		
None	Does Not Transfer	Working	Not Working	Don't Know	Indicate the condition of the following items by marking only one appropriate box.	None	Does Not Transfer	Working	Not Working	Don't Know	Indicate the condition of the following items by marking only one appropriate box.	
[]	[]	×	[]	[]	Sewage Systems	[]	[]	X	[]	[]	Cooling System	
[]	[]	M	[]	[]	Sump Pump	CE	07R/	2 2	LETK	uL]	Туре	
×	[]	[]	[]	[]	Backup Sump Pump/Battery	11	YR			[]	Age	
[]	[]	M	[]	[]	Plumbing	[]	[]	×	[]	[]	Heating System	
				[]	Туре		GNAS	>		[]	Туре	
Ü		M	[]	[]	Water Heater (Circle One) □Elect ☐Gas	12	YR			[]	Age	
	R L	ī —	EAL	[]	Size & Age	[]	[]	M	[]	[]	Window/Wall Air Conditioning Units	
M	[]	[]	[]	[]	Instant Hot Water	M	[]	[]	[]	[]	Electronic Air Filter	
M	[]	[]	[]	[]	Water Softener	[]	[]	×	[]	[]	Humidifier	
ı					(Circle One) □Own □Rent/Lease	[]	[]	M	[]	[]	Fireplace	
<u></u>		~/			Company		[]	M	[]	[]	Fireplace Insert	
	[]	X	[]		Water Purifier/Reverse Osmosis	M			[]	[]	Wood burning Stove	
M	[]	[]	[]	[]	Underground Sprinkler System	-6	2 - 2	1		[]	Chimney/Flue - Date Last Cleaned	
ı				[]	Backflow Device (Circle One)□YES □NO	M	[]	[]	[]	[]	Gas Log Lighter	
7/	F 1	r 1			Date Last Tested or Inspected	[]	[]	M	[]		Whole House Attic Fan	
M	[]	[]	[]	[]	Pool Equipment	DX.	[]	[]	[]		Solar Equipment	
Comn	l J	[]	[]	[]	Hot Tub/Spa	[]	[]	X	[]	[]	Propane Tank	
COMM	ilents.		_			(Circle One) DOwn A Rent/Lease WAYMAN DIL Company						
-				-	MEDIA	Comments:						
<u> </u>		TRA	NSFI	FRS	IVIEDIA		icito.					
			BUY									
None	Does Not Transfer	Working	Not Working	Don't Know	Indicate the condition of the following items by marking only one appropriate box.	Any A	dditio	nal Co	mmer	nts foi	Part I:	
[]	[]	[]	[]	[]	Satellite Dish							
[]	[1]	[]	[]	[]	# of Rcvrs/Remotes							
[]	[]	[]	[]	[]	Attached Antennaes							
[]	[]	[]	[]	[]	Cable TV Wiring/Jacks							
[]	[]	[]	[]	[]	Attached Television Mount(s)							
[]	[]	[]	[]	[]	Projector(s)							
[]	[]	[]	[]	[]	Projector Screen(s)	ļ						
[]	[]	[]	[]	[]	Surround Sound Speakers							
[]	[]	[]	[]	[]	Wired for Surround Sound							
Comm	ents:											

Pg 2 of 7 SELLER'S INITIALS:_

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.

[]	NO	DON'T	SECTION 1
[]		KNOW	STRUCTURAL FOUNDATION/WALLS
	X	[]	Are any exterior walls covered with Exterior Insulation & Finish System (synthetic stucco)?
			If YES, are you aware of any adverse conditions?
			Indicate all that apply: [] Basement [] Crawl Space [] Slab
[]	X	(150 mm)	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 [] N
		To	your knowledge, indicate any past or present: (Use Comment Lines for further explanations)
[]	M	[]	Movement, shifting, deterioration or other problems with walls or foundation?
[]	X	[]	Cracks or flaws in the walls, floors or foundation?
[]	N	[]	Problems with driveways, walkways, patios, retaining walls, party walls?
[]	X	[]	Problems with operation of windows or doors, or broken seals?
[]	X	[]	Any corrective actions to items in this section? (Example - Piering, bracing, etc.)
[]		[]	Are there any transferable warranties? Date: (If YES, explain below and attach co
X	[]	[]	Is there insulation in the walls?
[]	×	[]	Is there insulation in the floors?
ddition	nal Con	nments:	16 INCHES BLOW IN INSULATION IN ATTIC
	-	DON'T	SECTION 2
YES	NO	KNOW	
			ROOF/INSULATION
		[]	Age: 7 YR Type: LAMINGETED
[]	X	[]	To your knowledge, are there any PAST [] PRESENT roof leaks? (Mark One)
s A			If any, identify details below.
M	L		During your ownership, has the roof ever been REPLACED? [] REPAIRED? (Mark On
	N	£ 7	If YES, Date: 2013 (Identify details below.)
	X. M	[]	Are there any transferable warranties? Date: (If YES, explain below and attach co
[]	M	[]	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.)
M			Is there insulation in the ceiling/attic?
		nments:	16 INCHES ATTIC INSULATION
		micris.	TO THE PROCESTION
THE P		DON'T	CECTION 2
YES	NO		320110113
		KNOW	MOLD/MILDEW rolds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the



1

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	SECTION 4				
169	NO	KNOW	WATER/SEWAGE SYSTEMS				
[]	M		Is the property connected to City Water?				
M	[]	81111	Is the property connected to Rural Water? If YES, Transfer Fee: District: #3				
[]	M		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:				
r 1	r 1		Type: Location: Depth:				
[]	[] **		Has the water in any wells shown test results of contamination? (If YES, explain below.)				
[]	X		Is the property connected to a public sewer system? If shared lagoon/septic system, explain below. Date Last Pumped:				
f J			Tools Chan				
			# feet laterals: # Feet infiltrators: Location:				
X	[]		Is the property connected to a lagoon system? Location:				
	14		Is the property connected to some other type of waste disposal system? (If YES, explain below.)				
[]	ŹΪ		To your knowledge, is there any problem relating to the waste disposal system?				
dditic	onal Cor	mments:					
		DON'T	SECTION 5				
YES	NO	KNOW	WATER INTRUSION/LEAKS				
_							
r 1	M		your knowledge, indicate any past or present: (Use Comment Lines for further explanations)				
[]	X		Any water leakage in or around the fireplace or chimney?				
[]	X		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 occurring in any plantong, water supply lines, drains, sewer lines, etc.? Any leaks caused by appliances?				
[]	X		Any leaks from any condensation drain lines, humidifier, dehumidifier, etc.?				
[]	X		Any water leakage into (If YES, mark all that apply.) [] BASEMENT [] CRAWL SPACE				
j	M		Any accumulation of water within the basement/crawl space?				
X	[]		Sump Pump(s) Location(s): BASEMENT				
[]	[]		Drain Tiles (If YES, mark all that apply.) [] INTERIOR [] EXTERIOR				
dditio	nal Cor	nments:					
		DON'T	SECTION 6				
YES	NO	KNOW	PEST, WOOD INFESTATION & DRY ROT				
[]	X	[]	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				
[]	M	[]	Any knowledge of any damage to the property caused by the following items? (Mark all that apply.)				
	E 19		[] WOOD DESTROYING INSECTS [] DRY ROT [] OTHER WOOD INFESTATION				
[]	M	12 1	Have there been any repairs of such damage? (If YES, explain below.)				
[]	X		Is the property currently under a termite warranty or other coverage by a licensed pest control company?				
	ا می		Company: Warranty Expiration Date:				
[]	X		Any wood destroying insects control reports in the last 5 years? (If YES, explain below.)				
[]	TX.		Any professional wood destroying insects control treatments in the last 5 years? (If YES, explain below.)				
[]	K		Any pest control reports in the last 5 years? (If YES, explain below.)				
X			Any professional pest control treatments in the last 5 years? (If YES, explain below.)				
ditio	nal Con	nments:	PEST CONTROL 10-20-20				
_							
	חוכ וגי	ITIALS:	Pg 4 of 7 SELLER'S INITIALS: 5				
1 1 1 1 1 1		111415	Pg 4 of 7 SELLER'S INITIALS:				



109 110 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.

111	YES NO		DON'T	SECTION 7					
112	TES	NO	KNOW	ENVIRONMENTAL CONDITIONS					
113	[]	W	[]	Is the property located in a subdivision with a master drainage plan?					
114	[]	[]	[]	If YES, is the property in compliance?					
115	[]	M	[]	Has the property ever had any drainage problems during your ownership? (If YES, explain below.)					
116	[]	X	[]	Are there any producing or non-producing gas/oil wells on the property or adjacent property:					
117	N,	[]	[]	Do mineral rights convey to buyer? If NO, please define:					
118	1			Groundwater contamination has been detected in several areas in the State of Kansas.					
119	[]	X	[]	Are you aware of groundwater contamination or other environmental concerns?					
120		[] Any reports or records pertaining to groundwater contamination or other environmental concerns:							
121	14	[]		Are there any diseased or dead trees and shrubs?					
122	۱			ledge, are any of the following substances, materials, products on the real property? (YES or NO Only.)					
123		M,	Asbestos						
124		×		nated soil or water (including drinking water)					
125		D		r buried materials					
126		X		ed paint (If YES, attach disclosure.)					
127		X		s in house or well If YES, has mitigation been performed? (Mark One) [] YES [] NO					
128 129	[]	X	Methane						
130	[]	X		in wet areas ve material					
131				erial disposal (solvents, chemicals, etc.)					
132				und fuel or chemical storage tanks					
133				ctro Magnetic Fields)					
134				naldehyde foam insulation (UFFI)					
135	l ii	[]	Other:	Saladiyac routh moduluon (of 11)					
136		Are you aware if any portion of the property has even been used for the groundstatus of authorized the control of the property has even been used for the groundstatus of authorized the control of the c							
137	[]	M		it used in manufacturing methamphetamine, ecstasy, LSD or any other illegal substances?					
138	[]								
139	Comme			TREES ALDRIG FRONT DISENSED					
140									
141									
142			DON'T	SECTION 8					
143	YES	NO	KNOW	BOUNDARIES/LAND					
144		N		Have you had a survey of the property? (If YES, attach copy if available.)					
145	🙀			Are the boundaries of your property marked in any way?					
146	X	[]		Is there any fencing on the boundaries of the property?					
147		X	[]	Does fencing belong to the property? If YES, which sides?					
148				Are there any features of the property shared in common with adjoining landowners, such as, walls, fences, roads,					
149	[]	X	1 1	driveways? (If YES, explain below.)					
150	[]	[]	[]	Is the property owner responsible for maintenance of any such shared feature(s)?					
151	[]	M		To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?					
152	[]	>		To your knowledge, is any portion of the property located in a federally designated flood plain?					
153	[]	M		Do you currently, or have you ever, paid flood insurance for the property?					
154	[]	M	[]	To your knowledge, is any portion of the property located in a designated wetlands area?					
155	[]	X	[]	Do you know of any of the following items that have occurred on the property or in the immediate area?					
156				(Mark all that apply.)					
157				[] EXPANSIVE SOIL [] EARTH MOVEMENT					
158				[] FILL DIRT [] UPHEAVAL					
159				[] SLIDING [] EARTH STABILITY PROBLEMS					
160	C-			[] SETTLING					
161	Comme	nts:							
162									
163		_							



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

166	Attach all relevant documentation for further explanation, including any and all repair reports.						
167	YES	NO	DON'T	SECTION 9			
168	TES	NU	KNOW	SPECIAL ASSESSMENTS AND HOMEOWNER'S ASSOCIATION			
169			The	e law requires that the Seller disclose the existence of special assessments against a property.			
170	[]	M	[]	Any current/pending bonds, assessments, or special taxes that apply to property?			
171		-		The property may be subject to special assessments or is located in an improvement district? (Refer to relevant			
171	[]	K	[]	tax disclosure - Mark One),			
172				[] Owner [] County [] Public Record [] Other:			
173	[]	M	[]	Is the property subject to rules or regulations of an active Homeowner's Association?			
174	1		[]	Annual Dues? Initiation Fee?			
175	1		[]	Homeowner's Association contact information:			
176	[]	X	[]	Is the property subject to a right of first refusal?			
177	[]	×	[]	Is the property subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision			
	1	•		restrictions?			
178	[]	[]	[]	Any violations of such covenants and restrictions?			
179	Comm	ents:					
180	_						
181	-		_				
182			DON'T	SECTION 10			
183	YES	NO	KNOW				
	\vdash	_		MISCELLANEOUS			
184	M	[]	[]	Have any improvements or repairs (including, but not limited to, HVAC, plumbing, electrical, structural additions)			
185		×	r 1	been made to the property without obtaining required permits?			
186	[]	×	[]	Are any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions?			
187	[;]	×		Is the present use of the property a non-conforming use?			
188	lii	[]	[]	Have you had any insurance claims in the past five years? Were repairs made? If so,			
189	l ii	M.	[]	·			
190	l ii	X		Is there any unrepaired damage due to hail, storm, wind, fire or flood? Are there any stains, tears, burns, holes, etc., in the property that are not readily visible?			
191	lii	¥		Does a pet(s) reside or has a pet(s) ever resided in or on the property?			
192	[]	[]	[]	Is there any damage due to pets, interior/exterior, including, but not limited to, odors, stains, etc.?			
193	I ~			Do all window and door treatments remain? If NO, please list:			
194	₹\$	[]		The product list.			
195	[]	[]		Does any other personal property remain? If YES, please list:			
196	.,	f 1	100				
197	[]	M	[]	Does the property contain any of the following? (Mark all that apply.)			
198	[]	[]	[]	[] Swimming Pool [] Spa [] Hot Tub [] Sauna [] Water Feature			
199	[]	[]	[]	If YES, are either of the following heated? [] Swimming Pool [] Spa If yes, type of heat?			
200	[]	[]	[] '	Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water			
201			1	feature? Explain:			
202	[]	×	[]	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?			
203	[]	×		Are there any other facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use,			
204	[]			or desirability of the property?			
205	Comme	M nts:	[]	Are there any transferable warranties on the property or any of its components?			
206			·/1 0	No.			
207	0,00		3 050	XISTING PORCH TO MAKE SUN ROOM			
208							
- 1		14-79					
	Any Add	litional	Comment	ts For Part II:			
210							
211				I			
212							
213							
214							
	B			1.			
215	BUYER	R'S INI	TIALS:	Pg 6 of 7 SELLER'S INITIALS:			

SELLER'S INITIALS:

	SELLER'S ACKNOWLEDGEMENT
217 218 219 220 221 222 223	Seller acknowledges that: the information contained in this disclosure is accurate, true and complete to the best of Seller's knowledge, information and belief; Seller has provided all the information contained in this Seller's Property Disclosure; and that the Broker/Realtor® has not prepared, nor assisted in the preparation of this Disclosure. Seller hereby indemnifies, holds harmless and releases all Brokers/Realtors® involved in the sale of the property from all liability, claims, loss, cost, or damage in connection with the information contained in this Disclosure. Seller hereby authorizes the listing broker to provide copies of this Disclosure to other real estate brokers and agents and prospective buyers of the property.
224	Seller is occupant: YES
225 226 227 228	Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by Seller. SELLER: Date Date
229	BUYER'S ACKNOWLEDGEMENT AND AGREEMENT
230 231 232 233	1. I have personally inspected the property. I will rely upon the inspections encouraged under my contract with Seller. Subject to any inspections, I agree to purchase the property in its present condition without representations or guarantees of any kind by the Seller or any REALTORS® concerning the condition or value of the property.
234 235	2. I agree to verify any of the above information that is important to me by an independent investigation of my own. I have been advised to have the property examined by professional inspectors.
236 237 238 239	3. I acknowledge that neither Seller nor any REALTORS® involved in this transaction is an expert at detecting or repairing physical defects in the property. I state that no important representations concerning the condition of the property are being relied upon by me except as disclosed above or as fully set forth as follows:
240 241 242 243	4. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes after April 14, 1994, to register with the sheriff of the county in which they reside. I have been advised that if I desire information regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI) at www.ink.org/public/kbi or by contacting the local sheriff's office.
244 245 246 247 248 249	5. I acknowledge that McConnell Air Force Base is located within Sedgwick County and is an operational military Air Force base that is open 24 hours a day and activity at that base may generate noise. The volume, pitch, amount and frequency of noise may be affected by future changes in McConnell Air Force Base activity. I have been informed that if I desire information regarding potential for noise caused by the aircraft operations associated with McConnell Air Force Base and its operations, I may find information by contacting the Metropolitan Area Planning Department.

Date

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Instan@t

BUYER:_



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 7651 S. Greenwich Rd Derby , KS 6703	<i>I</i>
DOES THE PROPERTY HAVE A WELL? YES NO	
If yes, what type? Irrigation Orinking Other	
Location of Well:	
DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES $_$	
If yes, what type? Septic Lagoon	
If yes, what type? Septic Lagoon	
- to	
d l Que	MILLED
Owner /	Date
Harre Cuss	10/6/20
Owner	Date

ADDENDUM ______(Groundwater)

THIS ADDENDUM to Contract for Sale and Purchase of Real Estate between and among the undersigned is entered into effective on the last date set forth below.

Groundwater contamination has been detected in several areas in and around Sedgwick County. Licensees do not have any expertise in evaluating environmental conditions.

g the sale and purchase of the Rd Derby , KS	certain property, commo	nly known as:
to obtain expert advice	in regard to any enviro	nmental concerns.
RE (please complete bot	th a and b below)	
s no knowledge of ground	water contamination or o	ther environmental concerns; or
as no reports or record neerns; or as provided the Buyer amination or other environ	ds pertaining to groun with all available recommental concerns (list do	ords and reports pertaining to
~	•	hove (initial)
pest of Seller's knowledg	ge, that the information d are relying on Seller's	Seller has provided is true and information. Buyer certifies that
	to obtain expert advices TRE (please complete bound and advice of ground and all licensees involved and all licensees involved and all licensees and any recomplete of ground and are ground and ground grou	EDGMENT (please complete c below) s received copies of all information, if any, listed a best of Seller's knowledge, that the information and all licensees involved are relying on Seller's cr's responses and any records and reports furnished a base of Seller's base of Seller's cr's responses and any records and reports furnished bate of Seller's base of Seller's cr's responses and any records and reports furnished bate of Seller's bate of Seller's cr's responses and any records and reports furnished bate of Seller's bate of Seller's crystal and sel

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File #:

Property Address: 7651 S. Greenwich Rd. Derby , KS 67037

WIRE FRAUD ALERT

IMPORTANT! YOUR FUNDS MAY BE AT RISK

SECURITY 15T 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.

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Buyer	341	Seller Cosso

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

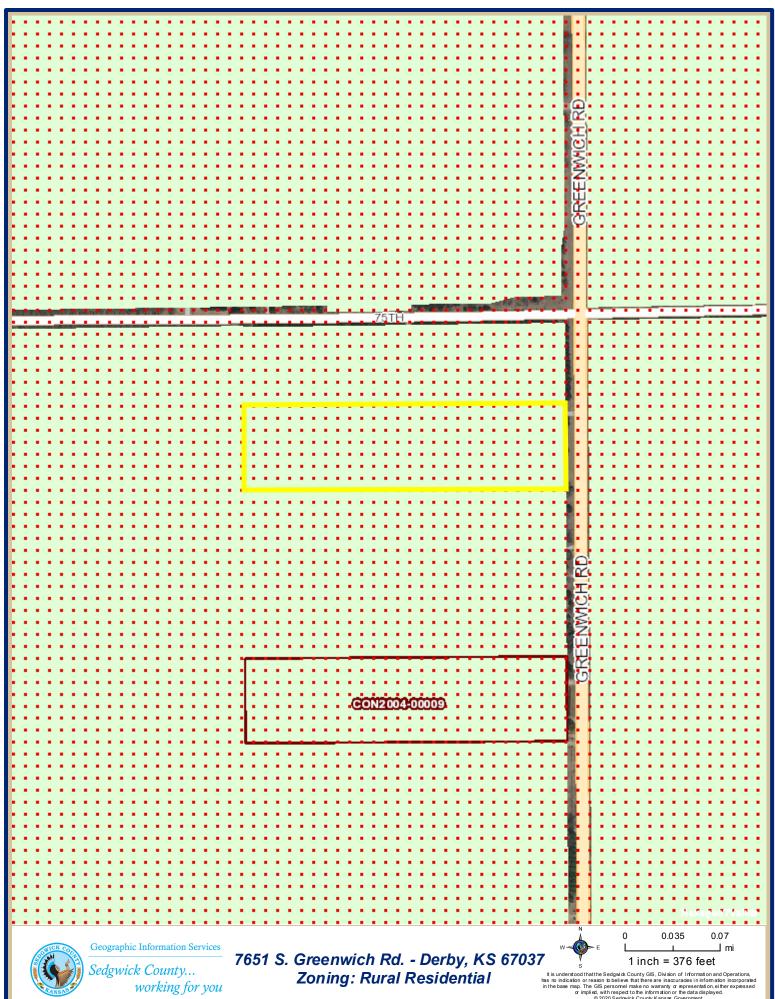


AVERAGE MONTHLY UTILITIES

MISCELLANEOUS INFORMATION

Property Address:	7651 S. Gr	reenwich Ra Derby, RS 6	7037	_(the "Real Estate"			
Please provid	le below, to the	best of your knowledge, the requeste	ed information relat	ed to the Real Estate			
Electric:	Utility Provider Company Butler Rural Electric						
Water & Sewer:	Rural Wat	er District #3		\$60 +/-			
Gas Propane:	Wayman F	Propane		\$600+/-			
lf propane, i	s tank owned	or leased? □Owned ☑Le	eased				
	If leased, plea Wayman (se provide company name and mon Oil	thly lease amount:	\$65 a year			
Appliances that Tra	ansfer:	Refrigerator?		□Yes □No □Yes □No			
Homeowners Asso	ciation: 🗌 Yes	☑No					
Dues Amou	nt:	□Yearly □ <i>N</i>	lonthly □Quar	terly			
Initiation Fe	e:						
Are there any perm	nanently attach	ned items that will not transfer wi	th the Real Estate	(e.g. 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.



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It is undersood that the Sedgwick County (SIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map. The GSD ensoned make no warranty or expressible on, either expressed or implied, with respect to the information or the data displayed.

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Sedgwick County... working for you

Aerial



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.
- 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)













