PROPERTY INFORMATION PACKET | THE DETAILS



13918 E. 79th St. S. | Derby, KS 67037

AUCTION: BIDDING OPENS: Tues, Feb 23rd @ 12:00 PM BIDDING CLOSES: Thurs, March 11th @ 12:05 PM









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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# 591645 Class Land

Property Type Undeveloped Acreage

County Sedgwick

801 - NE Suburban SG Area 13918 E 79TH ST S Address

Address 2

City Derby State KS 67037 Zip Status Active

Contingency Reason

Asking Price \$0 For Sale/Auction/For Rent Auction **Associated Document Count 2**



















GENERAL

List Agent - Agent Name and Phone Ty Patton

List Office - Office Name and Phone McCurdy Auction, LLC - OFF:

316-867-3600

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

Showing Phone 1-800-301-2055

Zoning Usage Rural

Parcel ID 20173-231-02-0-43-00-001.00

Number of Acres 9.90

Price Per Acre

431244 Lot Size/SqFt

School District Rose Hill Public Schools (USD

394)

Elementary School Rose Hill Middle School Rose Hill **High School** Rose Hill Subdivision MNONE

Legal W 312 FT E 1712.4 FT SE 1/4

EXC N 1228.5 FT SEC 2-29-2E

List Date 1/21/2021 Realtor.com Y/N Yes **Display on Public Websites** Yes **Display Address** Yes VOW: Allow AVM Yes VOW: Allow 3rd Party Comm Yes **Sub-Agent Comm**

Buyer-Broker Comm 3 **Transact Broker Comm** 3

Variable Comm Non-Variable

Virtual Tour Y/N

DIRECTIONS

Directions (Derby) (Derby) E. 79th St. S. & S. 143rd St. E. - West to Property. E. 79th St. S. & S. 143rd St. E. - West to Property.

FEATURES

SHAPE / LOCATION

Rectangular **TOPOGRAPHIC**

Level Wooded

PRESENT USAGE

None/Vacant

ROAD FRONTAGE

Paved

UTILITIES AVAILABLE

Lagoon Public Water Propane **IMPROVEMENTS**

None **OUTBUILDINGS**

None

MISCELLANEOUS FEATURES

Mobile Home Allowed

DOCUMENTS ON FILE

Aerial Photos

Ground Water Addendum

Photographs FLOOD INSURANCE

Unknown

SALE OPTIONS

None

PROPOSED FINANCING

Other/See Remarks **POSSESSION**

At Closing

SHOWING INSTRUCTIONS

Call Showing # **LOCKBOX** None

AGENT TYPE Sellers Agent

OWNERSHIP Individual

TYPE OF LISTING Excl Right w/o Reserve **BUILDER OPTIONS**

Open Builder

FINANCIAL

Assumable Y/N No \$419.20 **General Taxes** 2020 **General Tax Year** \$7.80 **Yearly Specials Total Specials** \$7.80 HOA Y/N No

Yearly HOA Dues HOA Initiation Fee

Earnest \$ Deposited With Security 1st Title

MARKETING REMARKS

Marketing Remarks This property is offered by 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: Tuesday, February 23rd, 2021 at 12:00 PM (cst) | BIDDING CLOSES: Thursday, March 11th, 2021 at 12:05 PM) (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES ONLINE ONLY!!! NO MINIMUM, NO RESERVE!!! What a fantastic opportunity to purchase a possible homesite with nearly 10 acres of land in Derby, Kansas! This land is zoned Rural Residential and is in the Rose Hill School District. The property sits off 79th Street, just a short drive to both the Derby and Rose Hill amenities. Per the sellers, the propane tank is partially full and transfers with the property. Also, they relinquished the water rights to Rural water District #3 about seven years ago, however, the water lines should still be available for use and to have a meter hooked up once water rights are purchased if desired. The home is considered a total loss. The property has been damaged by fire, smoke, or water. Portions of the property may have dangerous conditions, including loose or rotting timbers, collapsed or collapsing ceiling or floors, or other similar hazards. It is strongly advised that persons do not enter the premises. Please do not enter the premises unless necessary. If electing to enter the premises, please proceed with caution. Any person entering on these premises assumes any and all risks whatsoever and accepts responsibility for their safety and for the safety of any minors accompanying them. *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or seller's agents was obtained from a variety of sources and neither seller nor seller's agents have made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount \$7,500.

AUCTION

Auction Date Auction Offering

1 - Open for Preview **Broker Reg Deadline**

03/10/2021 by 5:00 PM Yes

2/23/2021

Real Estate Only

Buyer Premium Y/N

Auction Location Auction Start Time

1 - Open End Time

www.mccurdyauction.com

12:00 PM

Broker Registration Req Yes

TERMS OF SALE

Terms of Sale

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES





























DISCLAIMER

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 2020 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use

Authentisign ID: 1FFFB2A0-A250-45F6-9B64-833F200C8754



WATER WELL INSPECTION REQUIREMENTS City of Wichita

Property Address: 13918 E. 79th St. S - Derby, KS 67037

- 1. Any property within the *City of Wichita* with any type of water well must have a Title Transfer Inspection performed prior to the transfer of the property. The property owner is required to notify the City of Wichita, Department of Environmental Services at the time the property is listed for sale and is responsible for the \$125.00 inspection fee. If the water well on the property is used for personal use (drinking, cooking, or bathing), the well must also be sampled to ensure that the water is potable. A sample fee of \$25.00 per sample will be charged, in addition to the inspection fee. If the well is for irrigation purposes only, the water sample is optional. The City of Wichita will bill for the inspection and sample.
- 2. All water wells must be located a minimum of 25 feet from a foundation that has been treated for termites (or will require treatment prior to transfer of ownership) with a subsurface pressurized application of a pesticide. Existing wells may remain in a basement so long as they are not within 10 feet of the main sewer line or within 25 feet of foundation if no termite treatment has occurred or is currently needed.

DOES THE PROPERTY HAVE A WELL? YES NO	
If yes, what type? Irrigation Other	
Location of Well:	
DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES	O
If yes, what type? Septic Lagoon X	
Location of Lagoon/Septic Access: Directly N of structure	
Authentision Steven K. Smith	01/21/2021
OWRIZ2021 3:41:46 PM CST Authentisics:	Date
Kimberly J. Smith	01/21/2021
OWIR#2021 3:49:13 PM CST	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.

The parties are proposing the sale and purchase of certain property, commonly known as:

13918 E. 79th St. S - Derby, KS 67037

The parties are advised to obtain expert advice in regard to any environmental concerns.

SELLER'S DISCLOSURE (please complete both a and b below)

(a) Presence of groundwater contamination or other environmental concerns (initial one):

ר זר ז	\odot	Seller has no knowledge of groundwater contamination or other environmental concerns; or
[KJS] =		Known groundwater contamination or other environmental concerns are:

(b) Records and reports in possession of Seller (initial one):

[xys]	•	Seller	has	no	reports	or	records	pertaining	to	groundwater	contamination	n or	other
SKI KIS	environ	ımental	conc	erns	; or								
		Seller.	has	nro	vided th	e l	Ruver w	ith all ava	ilah	le records at	nd reports ne	rtaini	no to

Seller has provided the Buyer with all available records and reports pertaining to groundwater contamination or other environmental concerns (list document below):

BUYER'S ACKNOWLEDGMENT (please complete c below)

(c) _____ Buyer has received copies of all information, if any, listed above. (initial)

CERTIFICATION

Seller certifies, to the best of Seller's knowledge, that the information Seller has provided is true and accurate, and that Buyer and all licensees involved are relying on Seller's information. Buyer certifies that Buyer has reviewed Seller's responses and any records and reports furnished by Seller.

Authentisian Steven K. Smith	01/21/2021			
SeT11/21/2021 3:42:25 PM CST	01/21/2021	Date	Buyer	Date
Kimberly J. Smith	01/21/2021			
Sell@1/2021 3:49:17 PM CST		Date	Buyer	Date

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





File #:

Property Address: 13918 E. 79th St. S Derby, KS 67037

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 acknow	Your signature below acknowledges receipt of this Wire Fraud Alert Authentision								
		Steven K. Smith	Kimberly J. Smith							
Buyer		Seller 1/21/2021 3:42:29 PM CST	1/21/2021 3:49:19 PM CST							

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

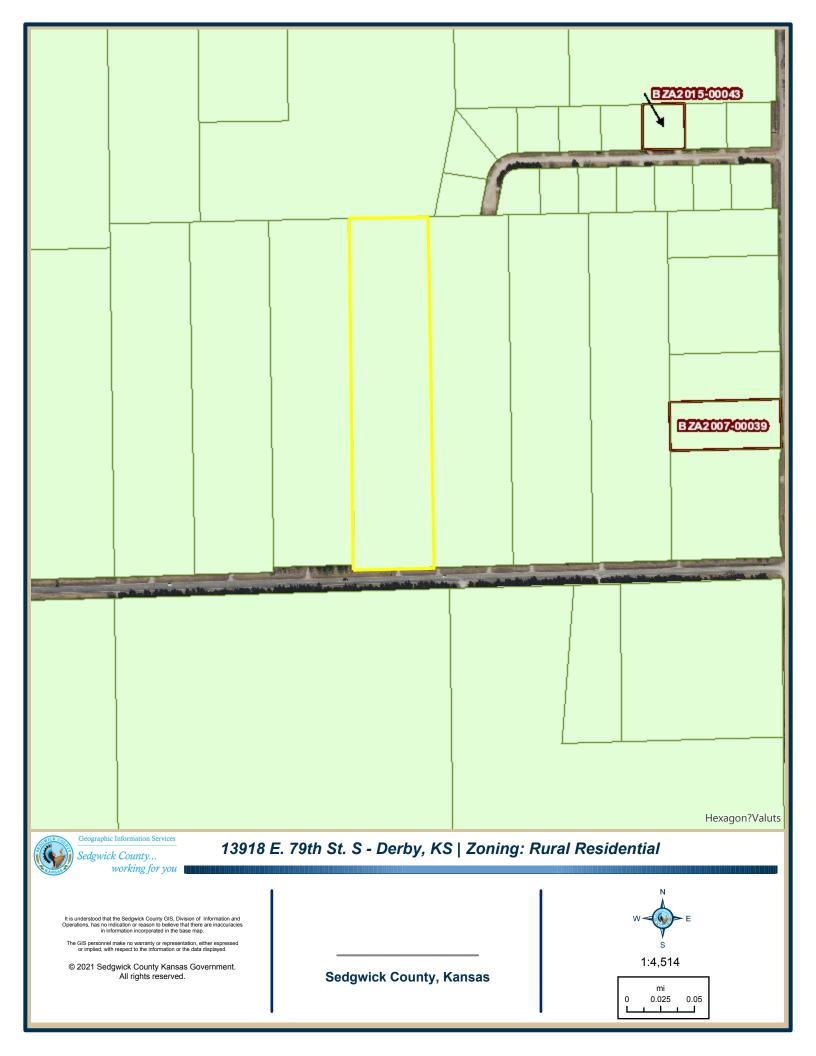


AVERAGE MONTHLY UTILITIES

MISCELLANEOUS INFORMATION

Property Address:	13918 E. 79	9th St. S -	Derby	, KS	67037		_(the "F	Real Estate")	
Please provi	ide below, to the l	best of your kno	wledge,	the requ	uested informat	tion relate	ed to the	e Real Estate.	
Utility Provider Company								onth Avg	
Electric:	Electric:								
Water & Sewer:							NA		
Gas Propane:							NA		
If propane,	is tank owned o	s tank owned or leased? Owned Leased							
	If leased, pleas	se provide comp	any nar	ne and i	monthly lease o	amount:			
		,			•				
Appliances that T	ransfor:	Pofrigorator?	Yes	No	Wash	10r2	Yes	No	
Appliances that h	ialisici.	Refrigerator? Dishwasher?	Yes	No	Dryer		Yes Yes	No	
		Stove/Oven?	Yes	No	Other	r?			
		Microwave?	Yes	No					
Homeowners Ass	ociation: Yes								
Dues Amo	unt:		Yearl	y	Monthly	Quart	terly		
Initiation F	ee:								
Are there any perr	manently attach	ed items that v	will not	transfe	r with the Rea	l Estate ((e.a. pro	piector.	
	All items on site					5(4)	,org. pro	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
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.





Geographic Information Services
Sedgwick County...
working for you

13918 E. 79th St. S - Derby, KS | Aerial Map

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.

The GIS personnel make no warranty or representation, either expressed or implied with respect to the information or the data displayed

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Sedgwick County, Kansas



1:4,514

mi 0 0.025 0.05



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)













