

PROPERTY INFORMATION PACKET | THE DETAILS



5305 E. 93rd St. N. | Valley Center, KS 67147

AUCTION: Thursday, February 25th 2021 @ 2:00 PM

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



McCurdy
AUCTION, LLC
REAL ESTATE SPECIALISTS



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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 # 591768
Status Active
Contingency Reason
Area 801 - NE Suburban SG
Address 5305 E 93RD ST N
City Valley Center
Zip 67147
Asking Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms	3	Approx. AGLA	2440
Total Bedrooms	3.00	AGLA Source	Court House
AG Full Baths	2	Approx. BFA	0.00
AG Half Baths	0	BFA Source	Court House
Total Baths	2	Approx. TFLA	2,440
Garage Size	2	Lot Size/SqFt	213444
Basement	Yes - Unfinished	Number of Acres	4.90
Levels	One Story		
Approximate Age	51 - 80 Years		
Acreage	1.01 - 5 Acres		

GENERAL

List Agent - Agent Name and Phone	Ty Patton	Master Bedroom Level	Main
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-867-3600	Master Bedroom Dimensions	15.9 x 20.10
		Master Bedroom Flooring	Laminate - Other
Co-List Agent - Agent Name and Phone		Living Room Level	Main
Co-List Office - Office Name and Phone		Living Room Dimensions	14.5 x 23.3
Showing Phone	1-800-301-2055	Living Room Flooring	Wood
Year Built	1959	Kitchen Level	Main
Parcel ID	20173-027-25-0-21-00-002.00	Kitchen Dimensions	29.9 x 12.2
School District	Valley Center Pub School (USD 262)	Kitchen Flooring	Tile
Elementary School	Valley Center	Room 4 Type	Bedroom
Middle School	Valley Center	Room 4 Level	Main
High School	Valley Center	Room 4 Dimensions	11.2 x 12.9
Subdivision	NONE LISTED ON TAX RECORD	Room 4 Flooring	Wood
Legal	BEG 1320 FT E NW COR NW1/4 TH S 418 FT E 520 FT N 418 FT W 520 FT TO BEG SEC 25-25-1E	Room 5 Type	Bedroom
		Room 5 Level	Main
List Date	1/6/2021	Room 5 Dimensions	13.1 x 13.9
Display Address	Yes	Room 5 Flooring	Wood
Sub-Agent Comm	0	Room 6 Type	Dining Room
Buyer-Broker Comm	3	Room 6 Level	Main
Transact Broker Comm	3	Room 6 Dimensions	11.7 x 9.5
Variable Comm	Non-Variable	Room 6 Flooring	Tile
Days On Market	22	Room 7 Type	Family Room
Input Date	1/28/2021 3:49 PM	Room 7 Level	Main
Update Date	1/28/2021	Room 7 Dimensions	13.7 x 19.4
Status Date	1/28/2021	Room 7 Flooring	Vinyl
Price Date	1/28/2021	Room 8 Type	
		Room 8 Level	
		Room 8 Dimensions	
		Room 8 Flooring	
		Room 9 Type	
		Room 9 Level	
		Room 9 Dimensions	
		Room 9 Flooring	
		Room 10 Type	
		Room 10 Level	
		Room 10 Dimensions	
		Room 10 Flooring	
		Room 11 Type	
		Room 11 Level	
		Room 11 Dimensions	
		Room 11 Flooring	

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

DIRECTIONS

Directions (Valley Center) E. 93rd St. N. & Oliver - East to Home.

FEATURES

ARCHITECTURE

Ranch

EXTERIOR CONSTRUCTION

Frame

Masonry-Brick

ROOF

Composition

LOT DESCRIPTION

Standard

Wooded

FRONTAGE

Unpaved Frontage

EXTERIOR AMENITIES

Patio

Covered Patio

Fence-Chain

Guttering

RV Parking

Security Light

Storage Building(s)

Storm Windows/Ins Glass

GARAGE

Attached

FLOOD INSURANCE

Unknown

UTILITIES

Septic

Lagoon

Propane Gas

Private Water

Rural Water

BASEMENT / FOUNDATION

Partial

Std Bsmt Window no-egress

BASEMENT FINISH

None

COOLING

Central

Window/Wall Unit

Gas

HEATING

Forced Air

Gas

DINING AREA

Kitchen/Dining Combo

FIREPLACE

One

Living Room

Woodburning

KITCHEN FEATURES

Eating Bar

Gas Hookup

APPLIANCES

Dishwasher

Disposal

Microwave

Refrigerator

Range/Oven

MASTER BEDROOM

Master Bdrm on Main Level

AG OTHER ROOMS

Family Room-Main Level

Mud Room

LAUNDRY

Main Floor

Separate Room

220-Electric

INTERIOR AMENITIES

Ceiling Fan(s)

Hardwood Floors

Vaulted Ceiling

Window Coverings-All

POSSESSION

At Closing

PROPOSED FINANCING

Other/See Remarks

WARRANTY

No Warranty Provided

OWNERSHIP

Individual

PROPERTY CONDITION REPORT

No

DOCUMENTS ON FILE

Ground Water

Lead Paint

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
Currently Rented Y/N	No
Rental Amount	
General Property Taxes	\$2,845.19
General Tax Year	2020
Yearly Specials	\$7.80
Total Specials	\$7.80

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
FEBRUARY 25th AT 2:00 PM LOCATED AT ALOFT 3642 N. OLIVER, WICHITA, KS 67220.. CLEAR TITLE AT CLOSING, NO BACK TAXES, PREVIEW AVAILABLE. MULTI-TRACT BIDDING!!! NO MINIMUM, NO RESERVE!!! Wonderful opportunity to purchase a home on nearly five acres, selling regardless of price to the highest bidder, in the Valley Center School District! This property is near the corner of Oliver & 93rd Street and is being offered in a Multi-Tract auction with the surrounding six tracts, giving you a total of 159 +/- acres to purchase if desired. This 2,440 +/- square foot home is surrounded by mature trees featuring an attached two-car garage, covered entries, and a backyard that has fencing, perfect for pets! The backyard also has a covered patio, access into the home, and a storage shed. As you enter the home you will see the large living room with vaulted ceilings, wood flooring, and a wood-burning fireplace. The kitchen/dining combination provides an eating bar, built-in desk, lots of cabinetry, and includes the stainless steel refrigerator, wall oven, stovetop, dishwasher, and microwave. A nice bonus feature is the main floor family room, giving you additional entertaining space. The huge primary bedroom has wood flooring and its own access into the hallway bathroom with a separate tub and shower. There are two more bedrooms and a full bathroom that has started to be remodeled. There is also a separate laundry/mudroom with outside access. The partial unfinished basement offers lots of storage space! All mineral rights interests held by the seller will pass with the real estate to the buyer. A Multi-Tract Auction allows multiple tracts of real estate to be sold collectively or in any desired combination. This method of auction will offer multiple rounds of bidding allowing for bids on individual tracts, any combination of tracts, and all tracts together. The auction will begin with each tract being offered individually, followed by multiple rounds where bidders can make combinations and increase their previous bids to stay in the winning position. Bidding rounds will conclude when bidders no longer want to create new combinations or raise previous bid amounts. A digital board will be displayed to guide you through the auction process and have a clear understanding of current bid amounts. See "Downloads" section for explanatory PDF. If Tracts 1-7 are purchased separately, buyers must comply with all Sedgwick County requirements regarding a lot split. Taxes on the individual parcels will be estimated at closing as final amounts will not be available until such time as the lot split is finalized.

AUCTION

Type of Auction Sale Absolute

Method of Auction Live Only

AUCTION

Auction Location 3642 N. Oliver, Wichita
Auction Date 2/25/2021
Broker Registration Req Yes
Premium Amount 0.10
Earnest Amount %/\$ 15,000.00
1 - Open/Preview Date
1 - Open End Time

Auction Offering Real Estate Only
Auction Start Time 2:00 PM
Buyer Premium Y/N Yes
Earnest Money Y/N Yes
1 - Open for Preview
1 - Open Start Time

TERMS OF SALE

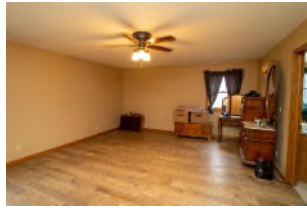
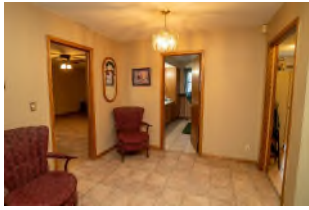
Terms of Sale *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. 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 \$15,000.

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.

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

Property Address 5305 E. 93rd St. N & Additional Lots - Valley Center, KS 67147

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

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

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

RL

Seller has no knowledge of lead-based paint and/or lead based paint hazards in the housing; *or*

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

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

RL

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing; *or*

Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):

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

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

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

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

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

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S/LICENSEE'S ACKNOWLEDGMENT (initial below)

TAP

(f) Agent/Licensee has informed the Seller of the Seller's obligation under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Ray L. McCurdy 1-6-2021
Seller Date

Buyer Date

[Signature] _____
Seller Date
1/6/2021
Agent/Licensee Date

Buyer Date

Agent/Licensee Date



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 5305 E. 93rd St. N & Additional Lots - Valley Center, KS 67147

DOES THE PROPERTY HAVE A WELL? YES X NO

If yes, what type? Irrigation Drinking X Other

Location of Well: WEST OF HOUSE 200'

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

If yes, what type? Septic Lagoon X

Location of Lagoon/Septic Access: South of house

Ray L. [Signature]
Owner

1-6-2021
Date

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.

The parties are proposing the sale and purchase of certain property, commonly known as:
5305 E. 93rd St. N & Additional Lots - Valley Center, KS 67147

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)**:

RS Seller has no knowledge of groundwater contamination or other environmental concerns; or
_____ Known groundwater contamination or other environmental concerns are:

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

RS Seller has no reports or records pertaining to groundwater contamination or other environmental concerns; or
_____ 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.

Ray L. [Signature] 1-6-2021
Seller _____ Date _____

Buyer _____ Date _____

Seller _____ Date _____

Buyer _____ Date _____

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Security 1st Title

File #:

Property Address:

5305 E. 93rd St. N & Additional Lots
Valley Center, KS 67147

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 _____

Seller  _____

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: 5305 E. 93rd St. N. - Valley Center, KS 67147 (the "Real Estate")

Please provide below, to the best of your knowledge, the requested information related to the Real Estate.

	Utility Provider Company	Monthly Avg
Electric:		\$250 +/-
Water & Sewer:		\$25 +/-
Gas Propane:		\$750 +/-

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?

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.)? No

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.



Savoy Company, P.A.
Land Surveyors
www.savoyco.com

Wichita, Kansas
433 S. Hydraulic
Wichita, KS 67211-1911
Tel. (316) 265-0005
Fax. (316) 265-0275

El Dorado, Kansas
120 N. Main, Suite 3
El Dorado, KS 67042-2058
Tel. (316) 452-5552
Fax. (316) 452-5682

Kensington, Kansas
129 S. Main, Suite 100
P.O. Box 95
Kensington, KS 66951-9804
Cell. (785) 476-8061

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Project No 21AA20309 BNDR

McCurdy Auction, LLC.

State of Kansas)
) SS
Sedgwick County)

January 19, 2021

We, Savoy Company, P.A., Surveyors in aforesaid county and state do hereby certify that, under the supervision of the undersigned, we did on this 19th day of January, 2021, perform a boundary survey of the following described property:

Parcel 1: The West 660 feet of the N1/2 of the NW1/4 of Sec. 25, Twp. 25-S, R-1-E of the 6th P.M., Sedgwick County, Kansas.

Parcel 2: The East 660 feet of the West 1320 feet of the N1/2 of the NW1/4 of Sec. 25, Twp. 25-S, R-1-E of the 6th P.M., Sedgwick County, Kansas.

Parcel 3: The North 418 feet of the East 520 feet of the West 1840 feet of the NW1/4 of Sec. 25, Twp. 25-S, R-1-E of the 6th P.M., Sedgwick County, Kansas.

Parcel 4: The N1/2 of the NW1/4 of Sec. 25, Twp. 25-S, R-1-E of the 6th P.M., Sedgwick County, Kansas, except the West 1320 feet thereof and except the North 418 feet of the East 520 feet of the West 1840 feet thereof and except the East 245 feet of the North 355 feet thereof.

Parcel 5: The N1/3 of the S1/2 of the NW1/4 of Sec. 25, Twp. 25-S, R-1-E of the 6th P.M., Sedgwick County, Kansas.

Parcel 6: The S1/3 of the N2/3 of the S1/2 of the NW1/4 of Sec. 25, Twp. 25-S, R-1-E of the 6th P.M., Sedgwick County, Kansas.

Parcel 7: The S1/2 of the NW1/4 of Sec. 25, Twp. 25-S, R-1-E of the 6th P.M., Sedgwick County, Kansas, except the N2/3 of said S1/2.

There are no encroachments on said parcel by buildings on the adjacent parcels.

The accompanying sketch is a true and correct exhibit of said survey.



Mark A. Savoy
Surveyor



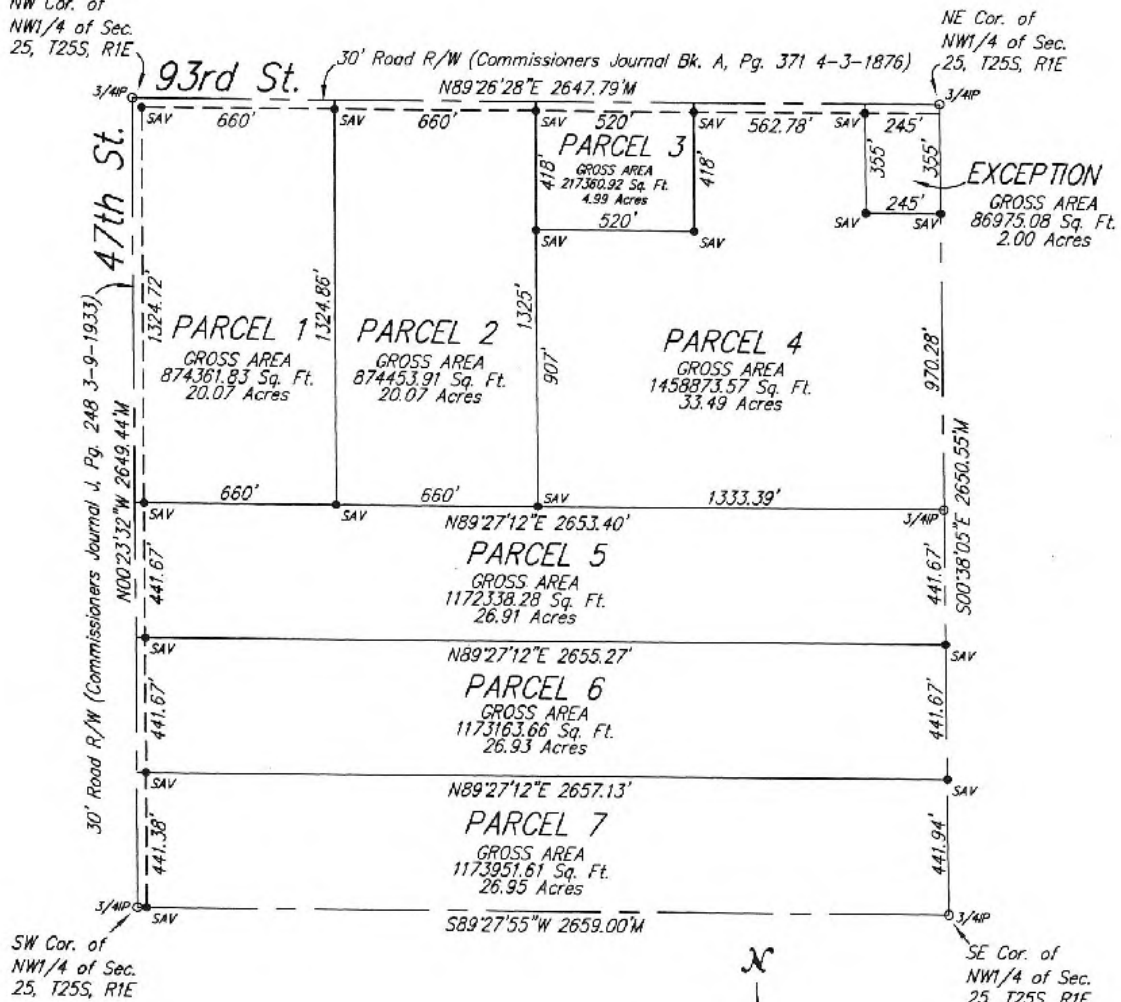
Savoy Company, P.A.
Land Surveyors
www.savoyco.com

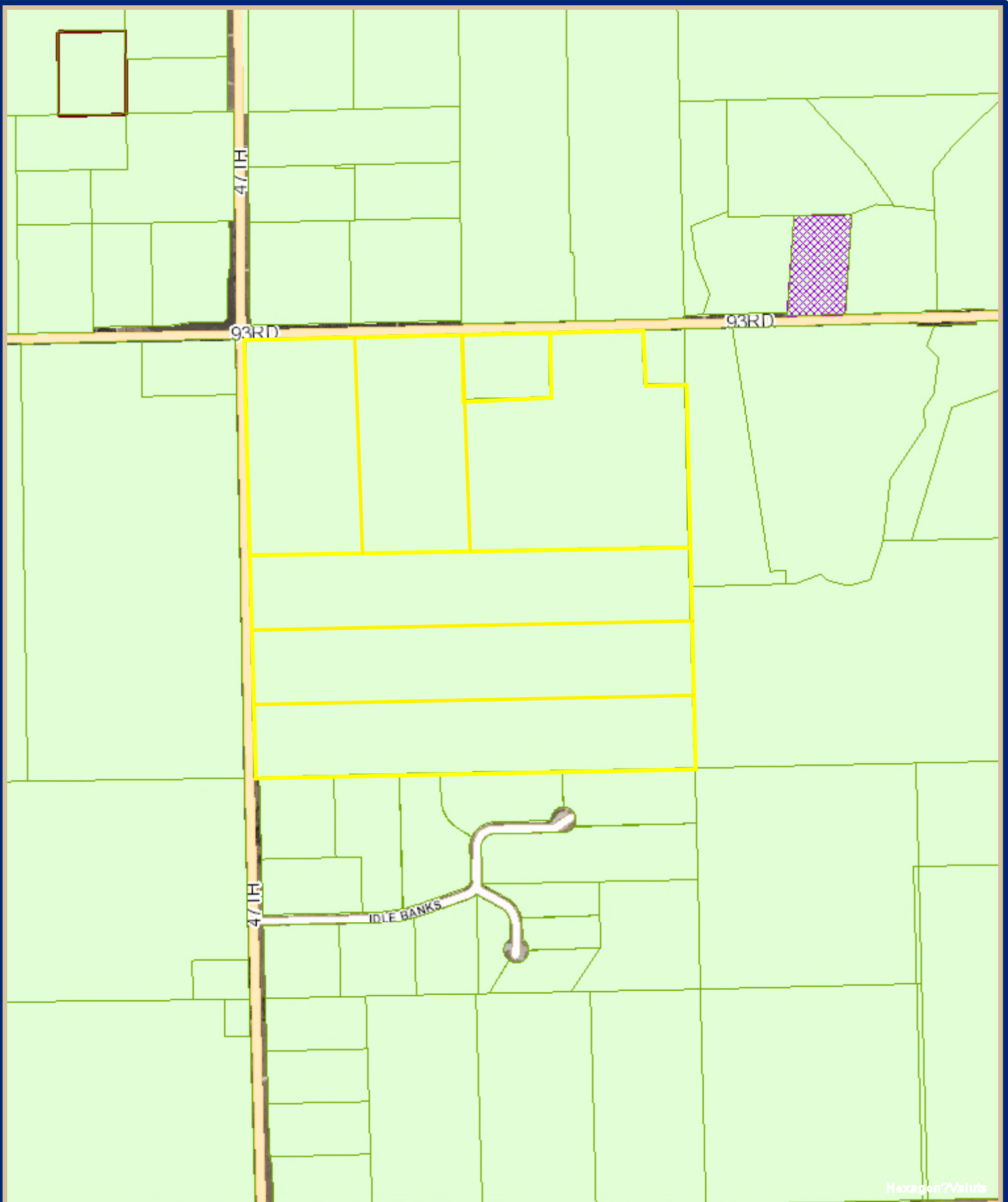
Wichita, Kansas
433 S. Hydraulic
Wichita, KS 67211-1911
Tel. (316) 265-0005
Fax. (316) 265-0275

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120 N. Main, Suite 3
El Dorado, KS 67042-2058
Tel. (316) 452-5552
Fax. (316) 452-5682

Kensington, Kansas
129 S. Main, Suite 100
P.O. Box 95
Kensington, KS 66951-9804
Cell (785) 476-8061

Page 2 of 2
NW Cor. of
NW1/4 of Sec.
25, T25S, R1E





Geographic Information Services
Sedgwick County...
working for you

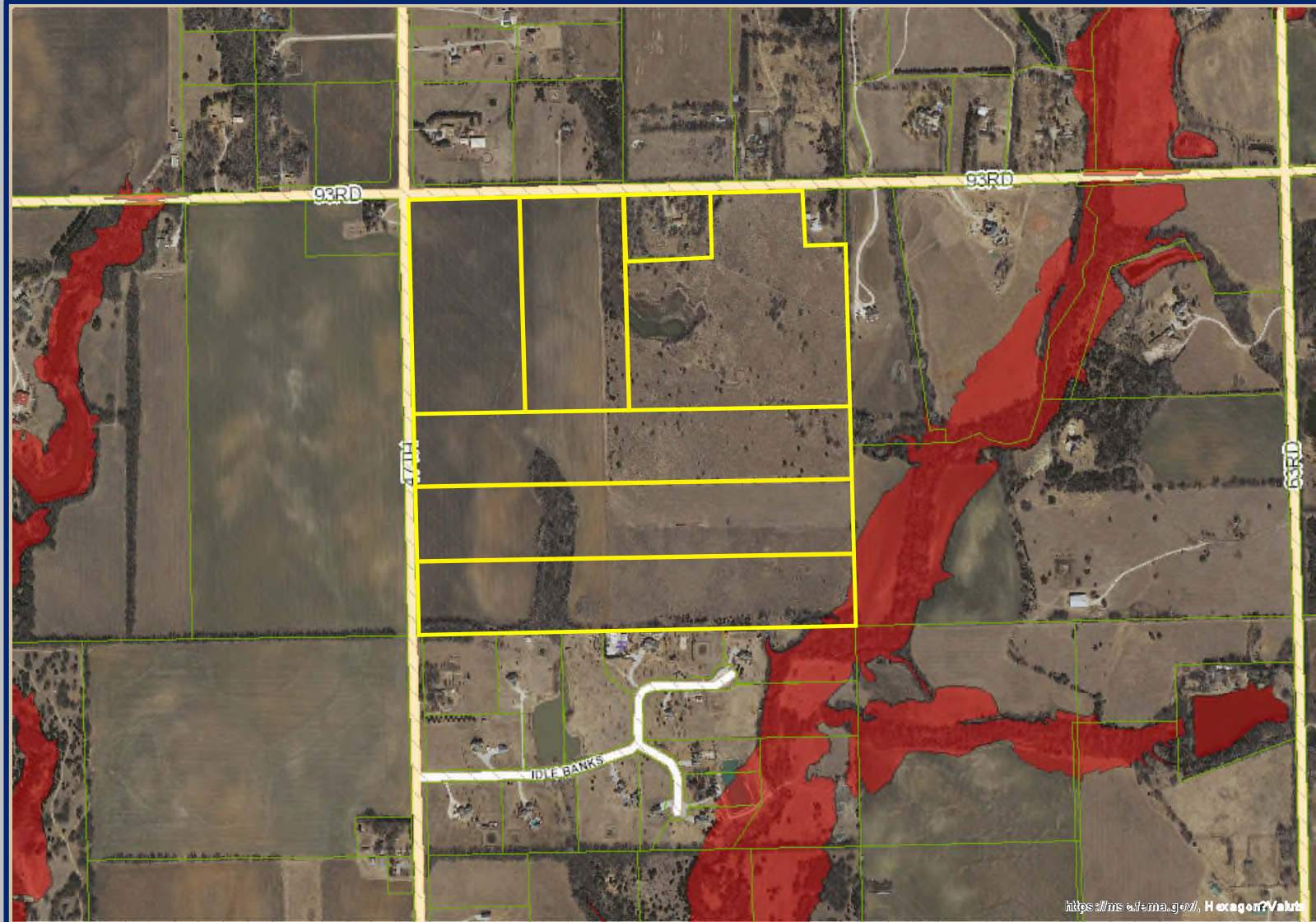
**5305 E. 93rd St. N. & Add Lots,
 Valley Center, KS 67147 - Zoning
 Rural Residential**

Exported: 12/14/2020 at 10:12 AM



0 0.05 0.1
 mi
 1 inch = 752 feet

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Geographic Information Services
Sedgwick County
working for you

0 0.05 0.1
1 inch = 752 feet

5305 E. 93rd St. N. & Add Lots, Valley Center, KS
67147 - Flood Zone

Exported: 12/14/2020 at 10:04 AM



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Legend

Flood Plain

Base Flood Approximate

--

Base Flood Elevations

—

0.2 Pct Annual Chance

0.2 PCT Annual Chance Flood H

A

A

AE

AE,

AE, FLOODWAY

AE, FLOODWAY

AH

AH

AO

AO

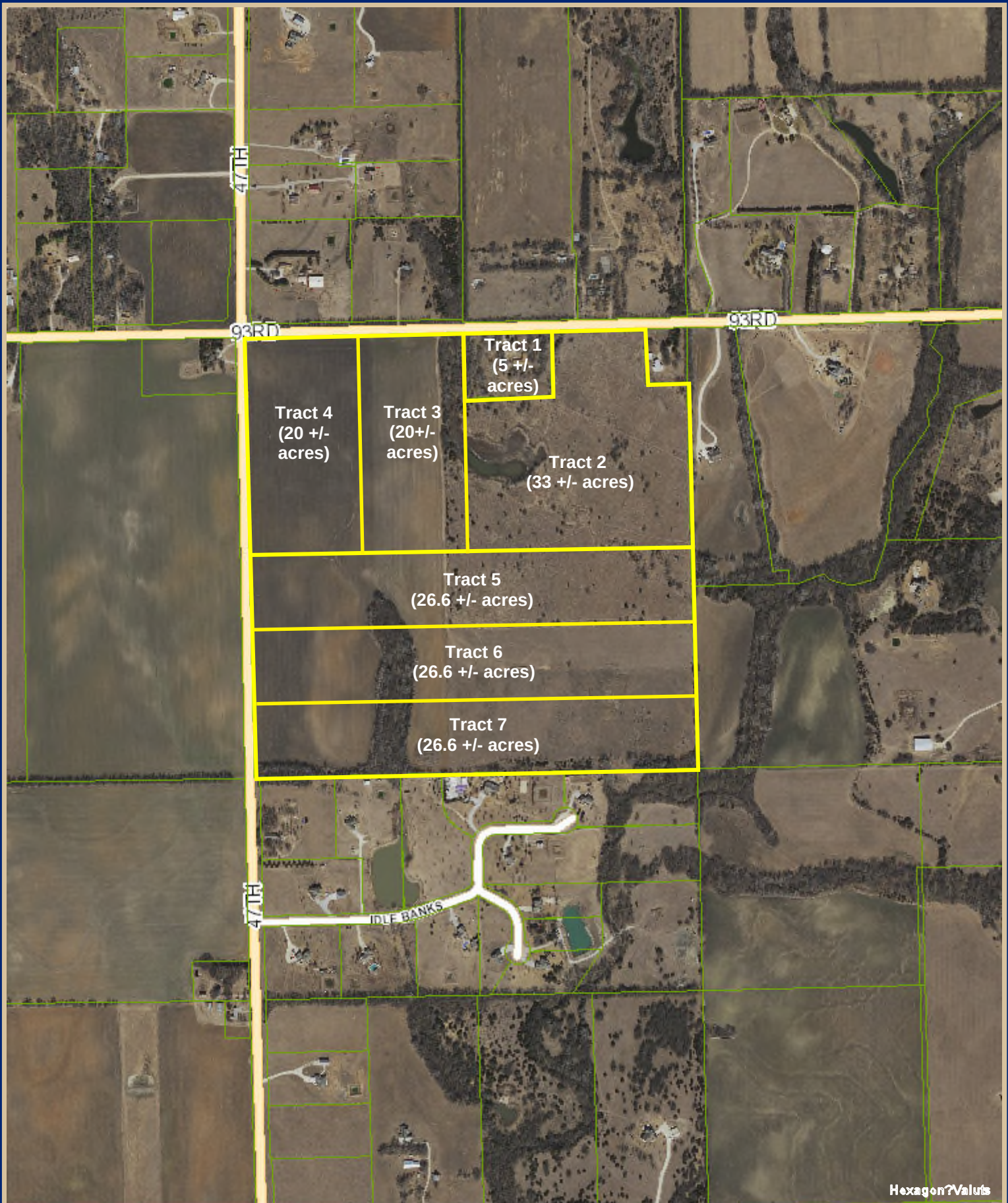
X - Area of Special Consideration

X AREA OF SPECIAL CONSIDER

X

X,

Area Not Included



5305 E. 93rd St. N. & Add Lots

Valley Center, KS 67147

Aerial

Exported: 12/14/2020 at 10:00 AM



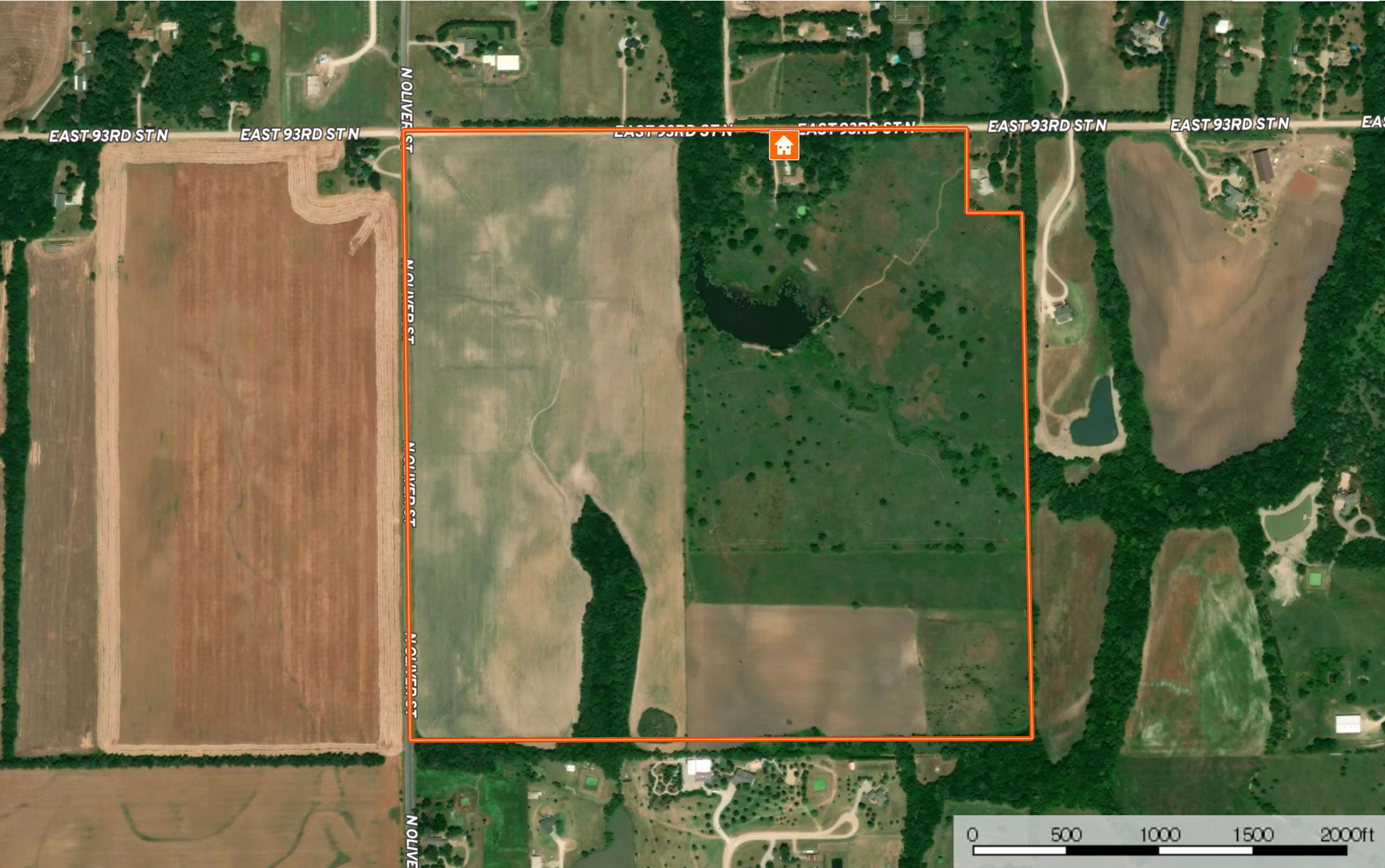
Geographic Information Services

*Sedgwick County...
working for you*

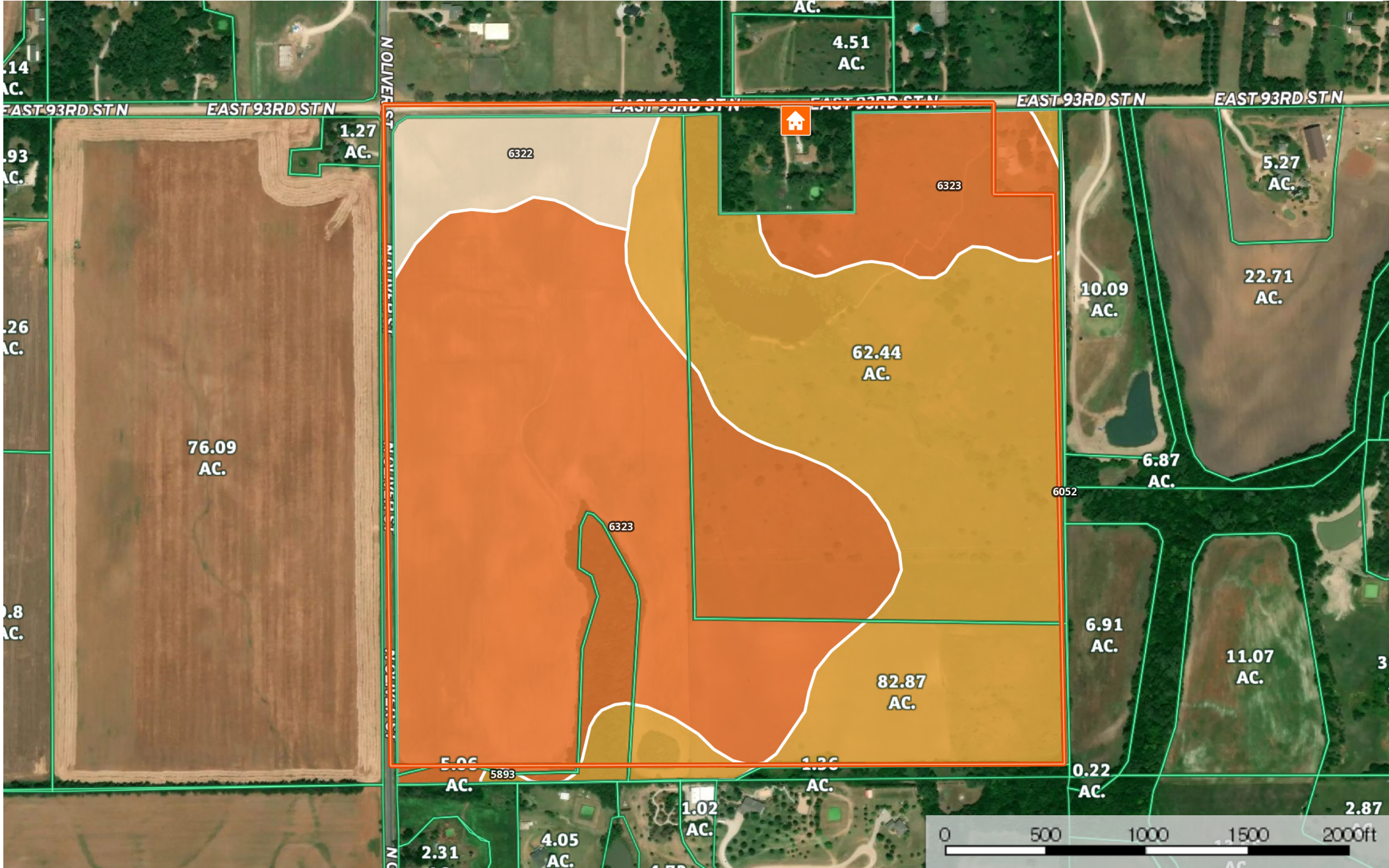


0 0.05 0.1
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 House  Boundary



House Boundary

| 150.7 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
6052	Elandco silt loam, occasionally flooded	0.0	0.0	2w
6323	Blanket silt loam, 1 to 3 percent slopes	83.6	55.46	2e
6322	Blanket silt loam, 0 to 1 percent slopes	8.9	5.92	2c
5893	Farnum loam, 1 to 3 percent slopes	58.2	38.62	2c
TOTALS		150.7	100%	2.0

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

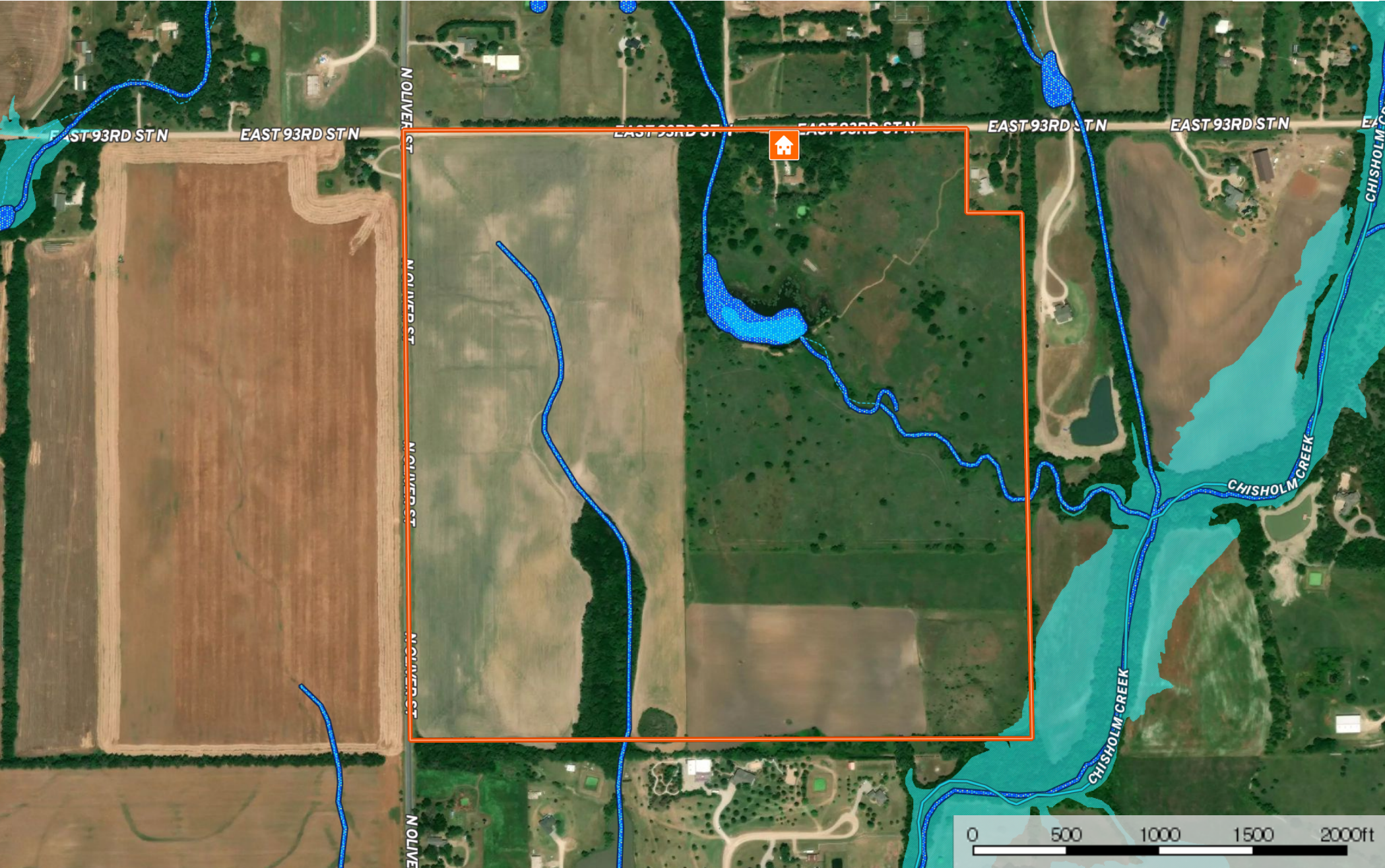
Land, Capability

								
	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



House

Boundary

100 Year Floodplain

500 Year Floodplain

Floodway

Special

Unmapped/Not Included

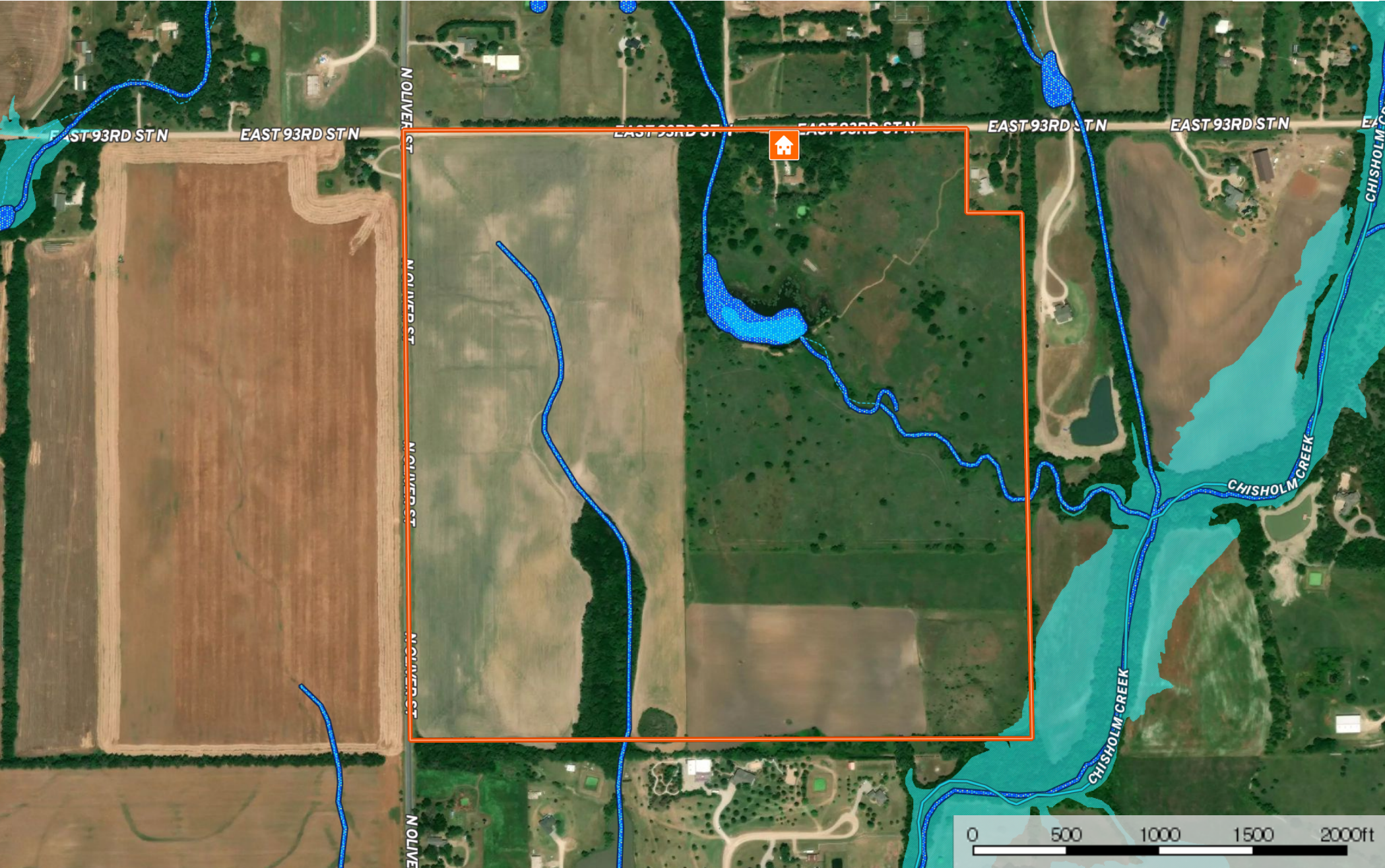
Wetlands

Riparian

River/Creek

Water Body

Stream, Intermittent



House

Boundary

100 Year Floodplain

500 Year Floodplain

Floodway

Special

Unmapped/Not Included

Wetlands

Riparian

Stream, Intermittent

River/Creek

Water Body

UNDERSTANDING MULTI-TRACT BIDDING

A Multi-Tract Auction allows multiple tracts of real estate to be sold collectively or in any desired combination. This method of auction will offer multiple rounds of bidding allowing for bids on individual tracts, any combination of tracts, and all tracts together. The auction will begin with each tract being offered individually, followed by multiple rounds where bidders can make combinations and increase their previous bids to stay in the winning position. Bidding rounds will conclude when bidders no longer want to create new combinations or raise previous bid amounts. A digital board will be displayed to guide you through the auction process and have a clear understanding of current bid amounts.



Round 1:

- The auction will begin in offering each tract individually – typically the tracts will be offered high bidders choice.
- The high bidder is granted the right to select their choice tract or tracts. In the event that the high bidder selects multiple tracts, their bid is applied to each tract selected.
- The remaining properties are then offered for bidding and the process repeats itself until all tracts have been selected.

ROUND 1 SAMPLE DIGITAL BOARD

BIDDER #	TOTAL BID	PER ACRE	ACRES	TRACTS
35	\$350,000	\$17,500	20	1
49	\$125,000	\$8,333	15	2
18	\$175,000	\$17,500	10	3
33	\$300,000	\$10,000	30	4
87	\$200,000	\$8,000	25	5

Round 2

- Round 2 IS NOT conducted in a standard auction format. Instead, bidders can increase the bid for individual tracts or create any combination they desire of multiple tracts.
- Ringman will assist bidders with calculations to create new combinations and increase existing bids.
- Ringman will communicate bids to the auctioneer.
- As new bids are placed, the board will update to reflect current high bid amounts.
- The board will show the “leaders”, which are the current highest bids, and will show previous bids and combinations.
- The ringman can calculate and the board will show the next amount a bidder would need to place to become the high bidder.
- The auction is complete with there are no more bids or combinations presented to the auctioneer.

ROUND 2 SAMPLE DIGITAL BOARD

BIDDER #	TOTAL BID	PER ACRE	ACRES	TRACTS
Leaderboard				
79	\$490,000	\$14,000	35	1 & 2
62	\$550,000	\$10,000	55	4 & 5
18	\$300,000	\$25,000	10	3
Bidding Combinations “Out”				
35	\$350,000	\$17,500	20	1
49	\$125,000	\$8,333	15	2
33	\$300,000	\$10,000	30	4
87	\$200,000	\$8,000	25	5

**This digital board will update in-time with the most recent combinations or individual tract bids.*

Things to Note:

- “All tract” bids are accepted at any time during Round 2. If you wish to place an “all tract” can be placed though a ringman.
- If you are a high bidder, but a combination bid is placed above you, that does not necessarily mean that you will not become the leader on that individual tract again at some point during the auction. Additional bids and combinations may put you back in the lead.
- After all bids are exhausted the auctioneer will declare the winning bidders, which could be for all tracts, combinations or individual tracts.



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*)

