

PROPERTY INFORMATION PACKET

THE DETAILS



20014 SW. Purity Springs Rd. | Douglass, KS 67039

AUCTION: Saturday, May 4th @ 10:00 AM

12041 E. 13th St. N., Wichita, KS, 67206
316.683.0612 • 800.544.4489
www.McCurdyAuction.com



McCurdy
AUCTION L.L.C.
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 2



MLS # 564637
Status Active
Contingency Reason
Area B31- SW Suburban BTL
Address 20014 S PURITY SPRINGS RD
Address 2
City Douglass
Zip 67039
Asking Price \$0
Original Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms	3	Approx. AGLA	1936
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 Full Baths	2	Approx. TFLA	1,936
Total Half Baths	0	Lot Size/SqFt	1711908
Total Baths	2	Number of Acres	39.30
Old Total Baths			
Garage Size	2		
Basement	None		
Levels	One Story		
Approximate Age	21 - 35 Years		
Acreage	10.01 or More		

GENERAL

List Agent - Agent Name and Phone	BRADEN MCCURDY - OFF: 316 -683-0612	List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316 -683-0612
Showing Phone	800-260-8560	Model Home Phone	
Year Built	1998	Builder	
Parcel ID	20015-008-404-17-0-00-00-002.02-0	School District	Douglass Public Schools (USD 396)
Elementary School	Leonard C Seal	Middle School	Douglass
High School	Douglass	Subdivision	OTHER
Legal	S17 , T29 , R05E , ACRES 39.3 , NW4 NW4 LESS ROW	Realtor.com Y/N	Yes
Display Address	Yes	Buyer-Broker Comm	3
Transact Broker Comm	3	Variable Comm	Non-Variable
Virtual Tour Y/N			

ROOMS

Master Bedroom Level	Main	Master Bedroom Dimensions	9.7 x 25.8
Master Bedroom Flooring	Carpet	Living Room Level	Main
Living Room Dimensions	23.6 x 15.9	Living Room Flooring	Wood Laminate
Kitchen Level	Main	Kitchen Dimensions	23.6 x 17.0
Kitchen Flooring	Tile	Room 1 Type	
Room 2 Type		Room 3 Type	
Room 4 Level	Main	Room 4 Type	Bedroom
Room 4 Dimensions	9.7 x 20.0	Room 4 Flooring	Carpet
Room 5 Level	Main	Room 5 Type	Bedroom
Room 5 Dimensions	9.7 x 10	Room 5 Flooring	Carpet
Room 6 Level	Main	Room 6 Type	Laundry
Room 6 Dimensions	13.2 x 6.9	Room 6 Flooring	Tile
Room 7 Level	Main	Room 7 Type	Family Room
Room 7 Dimensions	19.0 x 24.10	Room 7 Flooring	
Room 8 Level		Room 8 Type	
Room 8 Dimensions		Room 8 Flooring	
Room 9 Level		Room 9 Type	
Room 9 Dimensions		Room 9 Flooring	
Room 10 Level		Room 10 Type	
Room 10 Dimensions		Room 10 Flooring	
Room 11 Level		Room 11 Type	
Room 11 Dimensions		Room 11 Flooring	
Room 12 Level		Room 12 Type	
Room 12 Dimensions		Room 12 Flooring	

DIRECTIONS

Directions 210th St (1st St- Douglass) & Purity Springs Rd- North on Purity Springs Rd, East to property.

FEATURES

ARCHITECTURE

Ranch

EXTERIOR CONSTRUCTION

Vinyl/Metal Siding

ROOF

Metal

LOT DESCRIPTION

Pond/Lake

FRONTAGE

Unpaved Frontage

EXTERIOR AMENITIES

Ag Outbuilding(s)

Corral

Deck

Fence-Chain

Fence-Other/See Remarks

Horses Allowed

RV Parking

Storm Shelter

Storm Windows/Ins Glass

Other/See Remarks

GARAGE

Attached

Opener

FLOOD INSURANCE

Unknown

UTILITIES

Septic

Propane Gas

Rural Water

BASEMENT / FOUNDATION

None

BASEMENT FINISH

None

COOLING

Central

HEATING

Forced Air

DINING AREA

Kitchen/Dining Combo

FIREPLACE

Living Room

Wood Stove

APPLIANCES

Dishwasher

Disposal

Microwave

Refrigerator

Range/Oven

MASTER BEDROOM

Master Bdrm on Main Level

AG OTHER ROOMS

Family Room-Main Level

LAUNDRY

Main Floor

Separate Room

INTERIOR AMENITIES

Window Coverings-All

Wood Laminate

POSSESSION

At Closing

PROPOSED FINANCING

Other/See Remarks

WARRANTY

No Warranty Provided

OWNERSHIP

Individual

PROPERTY CONDITION REPORT

No

SHOWING INSTRUCTIONS

Appt Req-Call Showing #

LOCKBOX

Combination

TYPE OF LISTING

Excl Right w/o Reserve

AGENT TYPE

Sellers Agent

FINANCIAL

Assumable Y/N	No
Currently Rented Y/N	No
Rental Amount	
General Property Taxes	\$3,973.26
General Tax Year	2018
Yearly Specials	\$0.00
Total Specials	\$0.00

HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Home Warranty Purchased	UNKNOWN
Earnest \$ Deposited With	SECURITY 1ST TITLE

MARKETING REMARKS

Marketing Remarks This property is offered by Braden McCurdy with McCurdy Auction, LLC. Office: 316-683-0612 Email: bmccurdy@mccurdyauction.com **ONSITE REAL ESTATE AUCTION ON MAY 4TH AT 10:00 AM. CLEAR TITLE AT CLOSING, NO BACK TAXES, PREVIEW AVAILABLE. PREMIER!!! NO MINIMUM, NO RESERVE!!!** Amazing 39.3 +/- acres complete with 2 homes and an equine facility that could be your own private getaway. This scenic property has so much to offer, just outside of Douglass the private oasis will make you never want to return to town. This property has so many amazing aspects but the newly renovated and updated main barn is equipped with beautiful stables for equine complete with 4 stalls, but are set to accommodate (6) 12' x 12' stalls. Each stall contains standard sliding doors, hay netting, food and water containers. This heated barn also includes two 13 ft. 2 -car wide overhead doors for easy access with vehicles, trailers and equipment, a wash station, finished tack room and storage room for equipment and food. An additional auxiliary building can be found on the south side of the main barn, and is currently utilized for hay and farm equipment storage. Gated entrances and trees lining the property allow privacy for the occupants and safety for your animals. A large pond and pasture can also be found on the property. The current owners have added a few fenced in areas great for riding and training. A new JAMAC top rail fencing and cable encloses the corral, a half-acre paddock, and a 10+/- acre pasture; is great for horses to roam and ride. Current home owners also built a chicken coop and well house to add to the appearance of this spectacular property. You won't want to miss out on this amazing property that is every horse riders dream. Interior of the main home includes a large living room complete with wood flooring and large windows for plenty of natural light. The living room also includes a wood burning stove to help with the Kansas winters. With an open concept the living room leads into the kitchen and dining area. The kitchen includes stainless steel appliances, multiple cabinets for plenty of storage along with granite counter tops sure to impress. There is also an additional dining area that overlooks the back deck, pond and pasture to start your mornings off with beautiful scenery. The home features 3 carpeted bedrooms, 2 full baths and a large laundry room complete with countertops for folding and a sink. The master bedroom was previously two separate bedrooms and could be converted back if needed. The property features a separate guest home complete with a large living room and open concept kitchen. The kitchen includes a range /oven, garbage disposal, and eating bar that has access to the wood deck that overlooks the pond and pasture. The carpeted dining area is connected to the living room that includes a half wall to help with serving. The full bathroom/ laundry room combo has an electric hookup for your washer and dryer. The home also features a carpeted family room that includes a pellet stove for heat, three bedrooms, is set up for HVAC installation and is on its own septic system. Schedule your showing today and don't miss out on this amazing opportunity!

AUCTION

Type of Auction Sale	Absolute
Method of Auction	Live Only
Auction Location	20014 SW Purity Springs
Auction Offering	Real Estate Only
Auction Date	5/4/2019
Auction Start Time	10:00 AM

Broker Registration Req Yes
 Buyer Premium Y/N Yes
 Premium Amount 0.10
 Earnest Money Y/N Yes
 Earnest Amount %/\$ 25,000.00

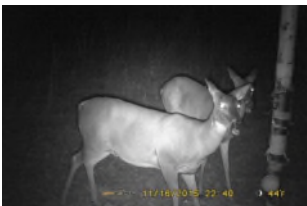
TERMS OF SALE

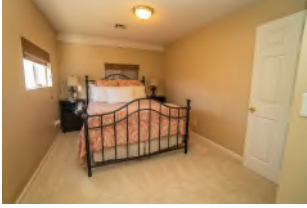
Terms of Sale *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. 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 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 \$25 ,000 in earnest money at the time of contracting.

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: 20014 SW Purity Springs Rd. - Douglass, KS 67039

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 lines to explain.

By signing below you acknowledge that the failure to disclose known material information about the Property may result in liability.

Message to the Buyer: Although Seller's Property Disclosure is designed to assist the SELLER in disclosing all known material (important) facts about the Property, there are likely facts about the Property that the SELLER does not know. Therefore, it is important that you take an active role in obtaining the information about the Property.

Instructions: (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the Seller's Property Disclosure. (5) Obtain professional inspections of the Property. (6) Investigate the surrounding area.

THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT INDEPENDENTLY VERIFIED BY THE BROKER(S) OR AGENTS(S).

PART I

APPLIANCES					ELECTRICAL				
		TRANSFERS TO BUYER					TRANSFERS TO BUYER		
None	Does Not Transfer	Working	Not Working	Don't Know	None	Does Not Transfer	Working	Not Working	Don't Know
Indicate the condition of the following items by marking only one appropriate box.					Indicate the condition of the following items by marking only one appropriate box.				
☐	☐	☒	☐	☐	☐	☐	☒	☐	☐
Disposal					Smoke/Fire Detectors				
☐	☐	☒	☐	☐	☐	☐	☒	☐	☐
Dishwasher					Light Fixtures				
☐	☐	☒	☐	☐	☐	☐	☒	☐	☐
Oven					Switches/Outlets				
☐	☐	☒	☐	☐	☒	☐	☐	☐	☐
Range (Circle One) ☐ Gas ☒ Electric					Ceiling Fan(s)				
☐	☐	☒	☐	☐	☐	☐	☒	☐	☐
Microwave					Bathroom Vent Fan(s)				
Built in (Circle One) ☒ YES ☐ NO					☐	☐	☐	☐	☒
Range Hood					Telephone Wiring/Blocks/Jacks				
Vented Outside (Circle One) ☒ YES ☐ NO					☒	☐	☐	☐	☐
Kitchen Refrigerator					Door Bell				
☐	☐	☒	☐	☐	☒	☐	☐	☐	☐
Clothes Washer					Intercom				
☐	☐	☒	☐	☐	☐	☐	☒	☐	☐
Clothes Dryer					Garage Door Opener				
☒	☐	☐	☐	☐	# of Remotes: 1 Keypad Entry: (Circle One) ☐ YES ☒ NO				
Trash Compactor					☐	☐	☐	☒	☐
☒	☐	☐	☐	☐	☒ Aluminum Wiring				
Central Vacuum					☐	☐	☐	☒	☐
Exterior Attached Gas Grill					☒ Copper Wiring				
☐	☐	☐	☐	☐	☒ 220 Volt				
Other: _____					Service Panel Total Amps _____				
☐	☐	☐	☐	☐	Security System _____				
Other: _____					(Circle One) ☐ Own ☐ Rent/Financed _____				
☐	☐	☐	☐	☐	Company _____				
Other: _____					Comments: _____				
Comments: _____									

BUYER'S INITIALS: _____

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SELLER'S INITIALS: _____

WATER/SEWAGE SYSTEMS (See Part II Also)					HEATING & COOLING SYSTEMS				
TRANSFERS TO BUYER		Indicate the condition of the following items by marking only one appropriate box.	TRANSFERS TO BUYER		Indicate the condition of the following items by marking only one appropriate box.				
None Does Not Transfer	Working Not Working Don't Know		None Does Not Transfer	Working Not Working Don't Know					
☐	☒	Sewage Systems	☐	☒	Cooling System				
☒	☐	Sump Pump	<u>ELECTRIC</u>		Type				
☒	☐	Backup Sump Pump/Battery	<u>6-6-2013</u>		Age				
☐	☒	Plumbing	☐	☒	Heating System				
<u>Septic</u>		Type	<u>ELECTRIC</u>		Type				
☐	☒	Water Heater (Circle One) ☒ Elect ☐ Gas	<u>6-6-2013</u>		Age				
		Size & Age	☒	☐	Window/Wall Air Conditioning Units				
☒	☐	Instant Hot Water	☒	☐	Electronic Air Filter				
☒	☐	Water Softener	☒	☐	Humidifier				
		(Circle One) ☐ Own ☐ Rent/Lease	☒	☒	Fireplace				
		Company	☒	☐	Fireplace Insert				
☒	☐	Water Purifier/Reverse Osmosis	☐	☒	Wood burning Stove				
☒	☐	Underground Sprinkler System	<u>8-1-2018</u>		Chimney/Flue - Date Last Cleaned				
		Backflow Device (Circle One) ☐ YES ☒ NO	☒	☐	Gas Log Lighter				
		Date Last Tested or Inspected	☒	☐	Whole House Attic Fan				
☒	☐	Pool Equipment	☒	☐	Solar Equipment				
☒	☐	Hot Tub/Spa	☐	☒	Propane Tank				
Comments:			(Circle One) ☐ Own ☒ Rent/Lease						
			Company <u>Jim's Propane</u>						
			Comments:						
MEDIA					Any Additional Comments for Part I:				
TRANSFERS TO BUYER		Indicate the condition of the following items by marking only one appropriate box.	TRANSFERS TO BUYER		Indicate the condition of the following items by marking only one appropriate box.				
None Does Not Transfer	Working Not Working Don't Know		None Does Not Transfer	Working Not Working Don't Know					
☒	☒	Satellite Dish							
☐	☐	# of Rcvrs/Remotes							
☒	☐	Attached Antennas							
☒	☐	Cable TV Wiring/Jacks							
☒	☐	Attached Television Mount(s)							
☒	☐	Projector(s)							
☒	☐	Projector Screen(s)							
☒	☐	Surround Sound Speakers							
☒	☐	Wired for Surround Sound							
Comments:									

BUYER'S INITIALS: _____

SELLER'S INITIALS: [Signature]

PART II

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 1 STRUCTURAL FOUNDATION/WALLS
☐	☒	☐	Are any exterior walls covered with Exterior Insulation & Finish System (synthetic stucco)? If YES, are you aware of any adverse conditions? _____
			Indicate all that apply: ☐ Basement ☐ Crawl Space ☒ Slab
☐	☒	☐	Are there any structural engineer's report(s) available? If YES, Date of Report: _____ Copy Attached? (Mark One): ☐ YES ☐ NO
To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)			
☒	☐	☐	Movement, shifting, deterioration or other problems with walls or foundation?
☒	☐	☐	Cracks or flaws in the walls, floors or foundation?
☒	☐	☐	Problems with driveways, walkways, patios, retaining walls, party walls?
☒	☐	☐	Problems with operation of windows or doors, or broken seals?
☐	☒	☐	Any corrective actions to items in this section? (Example - Piering, bracing, etc.)
☐	☒	☐	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☒	☐	☐	Is there insulation in the walls?
☐	☐	☒	Is there insulation in the floors?
Additional Comments: <u>SOME SHIFTING, NO ISSUE'S W L.F. STYL. SOME SWELLING IN DOORS</u>			
YES	NO	DON'T KNOW	SECTION 2 ROOF/INSULATION
	☒	☐	Age: <u>?</u> Type: <u>Metal</u>
☐	☒	☐	To your knowledge, are there any ☐ PAST ☐ PRESENT roof leaks? (Mark One) If any, identify details below.
☐	☒	☐	During your ownership, has the roof ever been ☐ REPLACED? ☒ REPAIRED? (Mark One) If YES, Date: _____ (Identify details below.)
☐	☒	☐	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☐	☒	☐	Do you know of any problems with chimneys or chases? (If YES, explain below.)
☐	☒	☐	Do you know of any problems with roof, roof structure or rain gutters? (If YES, explain below.)
☒	☐	☐	Is there insulation in the ceiling/attic?
Additional Comments: <u>(ceiling) Blown IN MARCH 4 2015</u>			
YES	NO	DON'T KNOW	SECTION 3 MOLD/MILDEW
According to the EPA, molds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the naked eye, and float through outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. Inhaling or touching mold spores may cause allergic reactions in sensitive individuals.			
To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)			
☐	☒	☐	Presence of any mold/mildew in the property?
☐	☒	☐	Any problems created by mold or mildew for occupants of the structure during your ownership?
☐	☒	☐	Have you had any inspections for mold or mildew? If YES, Date: _____ (If YES, explain below.)
☐	☒	☐	Have you received any reports pertaining to mold or mildew on or within the structure? (If YES, attach.)
☐	☒	☐	Has the property had any professional mold remediation during your ownership? If YES, Date: _____
Additional Comments: _____			

BUYER'S INITIALS: _____

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SELLER'S INITIALS: [Signature]

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 4	
			WATER/SEWAGE SYSTEMS	
☒	☐	☐	Is the property connected to City Water?	
☒	☐	☐	Is the property connected to Rural Water? If YES, Transfer Fee: _____ District: _____	
☒	☐	☐	Is the property connected to any private water systems? (Mark all that apply.)	
			☐ Drinking Well	☐ Irrigation Well ☐ Geo-Thermal Well
			Type: _____	Location: _____ Depth: _____
			Type: _____	Location: _____ Depth: _____
			Type: _____	Location: _____ Depth: _____
☐	☒	☐	Has the water in any wells shown test results of contamination? (If YES, explain below.)	
☐	☒	☐	Is the property connected to a public sewer system? If shared lagoon/septic system, explain below.	
☒	☐	☐	Is the property connected to a septic system? Date Last Pumped: <u>9-1-2018</u>	
			Tank Size: _____	Location: _____
			# feet laterals: _____	# Feet infiltrators: _____ Location: _____
☐	☒	☐	Is the property connected to a lagoon system? Location: _____	
☐	☒	☐	Is the property connected to some other type of waste disposal system? (If YES, explain below.)	
☐	☒	☐	To your knowledge, is there any problem relating to the waste disposal system?	
Additional Comments:				
YES	NO	DON'T KNOW	SECTION 5	
			WATER INTRUSION/LEAKS	
To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)				
☐	☒	☐	Any water leakage in or around the fireplace or chimney?	
☐	☒	☐	Any water leakage around (If YES, mark all that apply.) ☐ WINDOWS ☐ SKYLIGHTS ☐ DOORS?	
☐	☒	☐	Any leaks occurring in any plumbing, water supply lines, drains, sewer lines, etc.?	
☐	☒	☐	Any leaks caused by appliances?	
☐	☒	☐	Any leaks from any condensation drain lines, humidifier, dehumidifier, etc.?	
☐	☒	☐	Any water leakage into (If YES, mark all that apply.) ☐ BASEMENT ☐ CRAWL SPACE	
☐	☒	☐	Any accumulation of water within the basement/crawl space?	
☐	☒	☐	Sump Pump(s) Location(s): _____	
☐	☐	☒	Drain Tiles (If YES, mark all that apply.) ☐ INTERIOR ☐ EXTERIOR	
Additional Comments:				
YES	NO	DON'T KNOW	SECTION 6	
			PEST, WOOD INFESTATION & DRY ROT	
☐	☒	☐	Do you have any knowledge of the following items on/affecting the property? (Mark all that apply.)	
			☐ WOOD DESTROYING INSECTS	☐ DRY ROT ☐ OTHER WOOD INFESTATION
☐	☒	☐	Any knowledge of any damage to the property caused by the following items? (Mark all that apply.)	
			☐ WOOD DESTROYING INSECTS	☐ DRY ROT ☐ OTHER WOOD INFESTATION
☐	☒	☐	Have there been any repairs of such damage? (If YES, explain below.)	
☐	☒	☐	Is the property currently under a termite warranty or other coverage by a licensed pest control company?	
			Company: _____	Warranty Expiration Date: _____
☐	☒	☐	Any wood destroying insects control reports in the last 5 years? (If YES, explain below.)	
☐	☒	☐	Any professional wood destroying insects control treatments in the last 5 years? (If YES, explain below.)	
☐	☒	☐	Any pest control reports in the last 5 years? (If YES, explain below.)	
☐	☒	☐	Any professional pest control treatments in the last 5 years? (If YES, explain below.)	
Additional Comments:				

BUYER'S INITIALS: _____

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SELLER'S INITIALS: _____

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.
Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 7 ENVIRONMENTAL CONDITIONS
☐	☒	☐	Is the property located in a subdivision with a master drainage plan?
☐	☐	☐	If YES, is the property in compliance?
☐	☒	☐	Has the property ever had any drainage problems during your ownership? (If YES, explain below.)
☐	☒	☐	Are there any producing or non-producing gas/oil wells on the property or adjacent property?
☐	☐	☒	Do mineral rights convey to buyer? If NO, please define: _____
			Groundwater contamination has been detected in several areas in the State of Kansas.
☐	☒	☐	Are you aware of groundwater contamination or other environmental concerns?
☐	☒	☐	Any reports or records pertaining to groundwater contamination or other environmental concerns?
☐	☒	☐	Are there any diseased or dead trees and shrubs?
			To your knowledge, are any of the following substances, materials, products on the real property? (YES or NO Only.)
☐	☒	☐	Asbestos
☐	☒	☐	Contaminated soil or water (including drinking water)
☐	☒	☐	Landfill or buried materials
☐	☒	☐	Lead-based paint (If YES, attach disclosure.)
☐	☒	☐	Radon gas in house or well If YES, has mitigation been performed? (Mark One) ☐ YES ☐ NO
☐	☒	☐	Methane Gas
☐	☒	☐	Oil sheers in wet areas
☐	☒	☐	Radioactive material
☐	☒	☐	Toxic material disposal (solvents, chemicals, etc.)
☐	☒	☐	Underground fuel or chemical storage tanks
☐	☒	☐	EMFs (Electro Magnetic Fields)
☐	☒	☐	Urea formaldehyde foam insulation (UFFI)
☐	☐	☐	Other: _____
☐	☒	☐	Are you aware if any portion of the property has ever been used for the manufacture of, or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy, LSD or any other illegal substances?
☐	☒	☐	To your knowledge, are any of the above conditions present near your property?
Comments:			
YES	NO	DON'T KNOW	SECTION 8 BOUNDARIES/LAND
☐	☒	☐	Have you had a survey of the property? (If YES, attach copy if available.)
☒	☐	☐	Are the boundaries of your property marked in any way?
☒	☐	☐	Is there any fencing on the boundaries of the property?
☒	☐	☐	Does fencing belong to the property? If YES, which sides? _____
☐	☐	☒	Are there any features of the property shared in common with adjoining landowners, such as, walls, fences, roads, driveways? (If YES, explain below.)
☐	☐	☒	Is the property owner responsible for maintenance of any such shared feature(s)?
☐	☐	☒	To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
☐	☐	☒	To your knowledge, is any portion of the property located in a federally designated flood plain?
☐	☒	☐	Do you currently, or have you ever, paid flood insurance for the property?
☐	☒	☐	To your knowledge, is any portion of the property located in a designated wetlands area?
☐	☐	☐	Do you know of any of the following items that have occurred on the property or in the immediate area?
			(Mark all that apply.)
			☐ EXPANSIVE SOIL ☐ EARTH MOVEMENT
			☐ FILL DIRT ☐ UPHEAVAL
			☐ SLIDING ☐ EARTH STABILITY PROBLEMS
			☐ SETTLING
Comments:			

BUYER'S INITIALS: _____

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SELLER'S INITIALS: _____

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 9 SPECIAL ASSESSMENTS AND HOMEOWNER'S ASSOCIATION
			The law requires that the Seller disclose the existence of special assessments against a property.
☐	☐	☒	Any current/pending bonds, assessments, or special taxes that apply to property?
☐	☒	☐	The property may be subject to special assessments or is located in an improvement district? (Refer to relevant tax disclosure - Mark One).
			☐ Owner ☐ County ☐ Public Record ☐ Other: _____
☐	☒	☐	Is the property subject to rules or regulations of an active Homeowner's Association?
			Annual Dues? _____ Initiation Fee? _____
			Homeowner's Association contact information: _____
☐	☒	☐	Is the property subject to a right of first refusal?
☐	☒	☐	Is the property subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions?
☐	☒	☐	Any violations of such covenants and restrictions?
Comments:			

YES	NO	DON'T KNOW	SECTION 10 MISCELLANEOUS
☐	☒	☐	Have any improvements or repairs (including, but not limited to, HVAC, plumbing, electrical, structural additions) been made to the property without obtaining required permits ?
☐	☒	☐	Are any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions?
☐	☐	☐	Is the present use of the property a non-conforming use?
☐	☒	☐	Have you had any insurance claims in the past five years?
☐	☐	☐	Were repairs made? If so,
☐	☒	☐	Is there any unrepaired damage due to hail, storm, wind, fire or flood?
☐	☒	☐	Are there any stains, tears, burns, holes, etc., in the property that are not readily visible?
☒	☐	☐	Does a pet(s) reside or has a pet(s) ever resided in or on the property?
☐	☒	☐	Is there any damage due to pets, interior/exterior, including, but not limited to, odors, stains, etc.?
☒	☐	☐	Do all window and door treatments remain? If NO, please list: _____
☐	☐	☐	Does any other personal property remain? If YES, please list: _____
☐	☒	☐	Does the property contain any of the following? (Mark all that apply.)
☐	☐	☐	☐ Swimming Pool ☐ Spa ☐ Hot Tub ☐ Sauna ☐ Water Feature
☐	☐	☐	If YES, are either of the following heated? ☐ Swimming Pool ☐ Spa If yes, type of heat? _____
☐	☐	☐	Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature? Explain: _____
☐	☒	☐	Is the property in a holistic, conservation or special review district, that requires any alterations or improvements to the Property, be approved by a board or commission?
☐	☐	☒	Are there any other facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property?
☐	☐	☒	Are there any transferable warranties on the property or any of its components?
Comments:			

Any Additional Comments For Part II:

BUYER'S INITIALS: _____

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SELLER'S INITIALS: _____

216 **SELLER'S ACKNOWLEDGEMENT**

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

224 Seller is occupant: ☒ YES ☐ NO

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

227 SELLER: _____

3-18-19
Date

227 SELLER: _____

3-18-19
Date

229 **BUYER'S ACKNOWLEDGEMENT AND AGREEMENT**

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

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

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

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

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

250 BUYER: _____

250 BUYER: _____

251 Date

251 Date

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



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 20014 SW Purity Springs Rd. - Douglass, KS 67039

DOES THE PROPERTY HAVE A WELL? YES ☒ NO ☐

If yes, what type? Irrigation ☒ Drinking ☒ Other ☐

Location of Well: FOR BATH, GUEST HOUSE, AUTO WATER LIVESTOCK

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

If yes, what type? Septic ☒ Lagoon ☐

Location of Lagoon/Septic Access: _____

Main house on Rural water & Septic

Owner [Signature]

Date 3-18-19

Owner [Signature]

Date 3-18-19



AVERAGE MONTHLY
UTILITIES/MISCELLANEOUS
INFORMATION

Property Address: 20014 SW Purity Springs Rd. - Douglass, KS (67059) (the "Real Estate")

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

	Utility Provider/Company	Amount
Electric:	<u>BUTLER DEC</u>	<u>~ 300⁰⁰/month</u>
Water & Sewer:	<u>Rural H2O NO 6</u>	<u>~ 42/month</u>
Gas/Propane:	<u>Jim's Propane</u>	<u>763²⁰/yr ^{1/4} payment</u>

If propane, is tank owned or leased? ☐ owned ☒ leased

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

63⁹³/yr

Other: _____

Homeowners Association Dues:

Amount: \$ ☐ Yearly ☐ Monthly

Homeowners Association Initiation Fee: \$

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

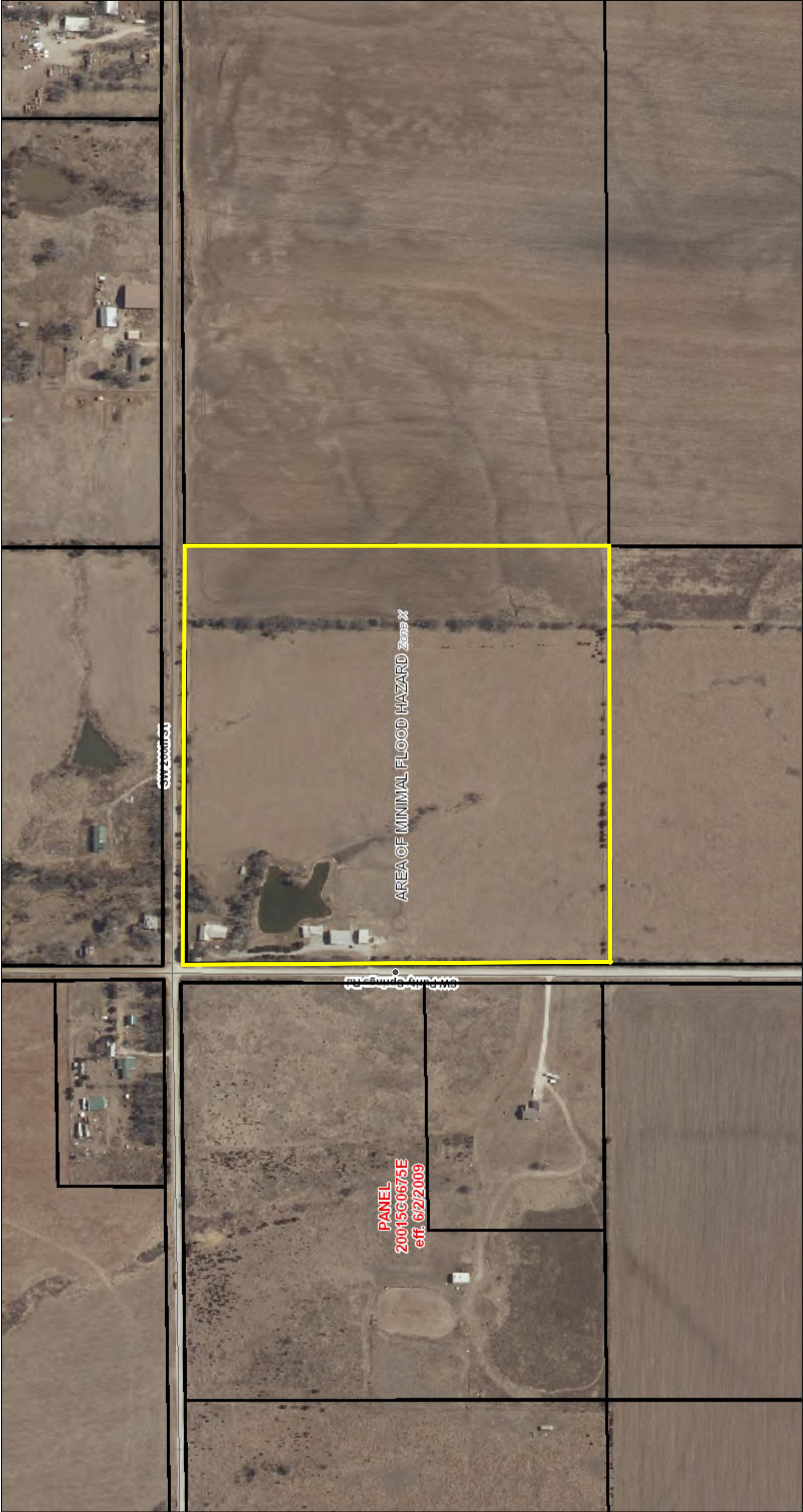
NO

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.

20014 SW Purity Springs, Douglass, KS Zoning Map



20014 SW Purity Springs, Douglass, KS Flood Zone Map



3/8/2019, 4:51:27 PM

1:4,514

- Parcel Data

Fee Simple

Bldgs Only

Municipal Boundaries

CITY

COUNTY ASPHALT

COUNTY GRAVEL

KANSAS TURNPIKE

PAPER

PRIVATE

STATE HWY

TOWNSHIP

US HWY

Contiguous Lot and Parcel Lines

Contiguous Parcel Lines

Lot and Parcel Lines

Lot Lines

Parcel Lines

Effective

Incorporated

Superseded

Not incorporated

No Revalidation Status

Reevaluated

Contact Community for Revalidation Status

FIRM Panels

Cross-Sections

Other Boundaries

Limit Lines

SFHA / Flood Zone Boundary

1% Annual Chance Flood Hazard

Regulatory Floodway

Special Floodway

Area of Undetermined Flood Hazard

0.2% Annual Chance Flood Hazard

Future Conditions 1% Annual Chance Flood Hazard

Area with Reduced Risk Due to Levee

Subdivision Plats

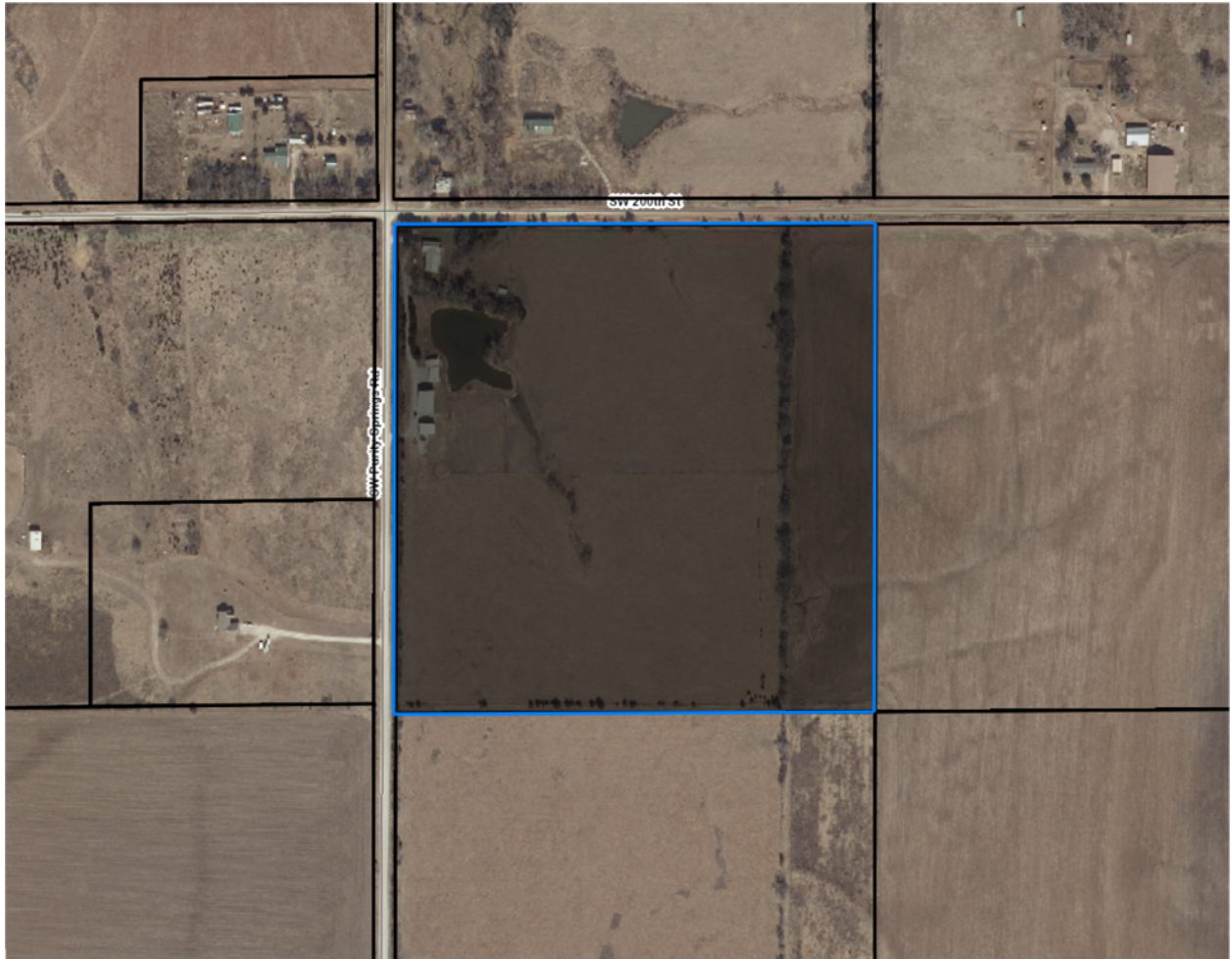
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community

The information contained on this map is to locate, identify and inventory real property for taxing purposes, and not to be utilized in place of a survey for boundary determinations.

Butler County GIS/Mapping

20014 SW Purity Springs Rd, Douglass, KS 67039

Aerial Map



TERMS AND CONDITIONS

Thank you for participating in today's auction. The auction will be conducted by McCurdy Auction, LLC ("McCurdy") on behalf of the owner of the real estate (the "Seller"). The real estate offered for sale at auction (the "Real Estate") is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy.

1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and 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.
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 guest or minor 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. To the extent permitted under applicable law, McCurdy has 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*)

