PROPERTY INFORMATION PACKET

THE DETAILS

11900 E. Turtle Creek Cir. | Wichita, KS 67226

AUCTION: Saturday, June 9th @ 3:00 PM

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

McCurdy AUCTION LLC
REAL ESTATE SPECIALISTS

McCurdy AUCTION LLC
REAL ESTATE SPECIALISTS

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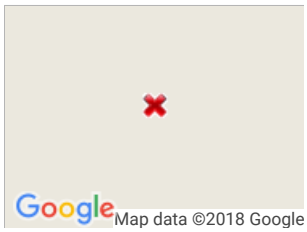
The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, 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 2

MLS #	551081
Status	Active
Contingency Reason	
Area	801 - NE Suburban SG
Address	11900 E TURTLE CREEK CIR
City	Wichita
Zip	67226
Asking Price	$0
Original Price	$0
Picture Count	36



KEYWORDS

AG Bedrooms	3	**Approx. AGLA**	1542
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**	1,542
Total Half Baths	0	**Lot Size/SqFt**	400752
Total Baths	2	**Number of Acres**	9.20
Old Total Baths			
Garage Size	2		
Basement	None		
Levels	One Story		
Approximate Age	21 - 35 Years		
Acreage	5.01 - 10 Acres		

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
Co-List Agent - Agent Name and Phone		**Co-List Office - Office Name and Phone**	
Showing Phone	316-945-7400	**Model Home Phone**	
Year Built	1995	**Parcel ID**	20173-102-03-0-24-00-002.00
School District	Circle School District (USD 375)	**Elementary School**	Circle Greenwich
Middle School	Circle	**High School**	Circle
Subdivision	NONE LISTED ON TAX RECORD	**Legal**	NW1/4 EXC N 1310 FT & EXC W 2326.31 FT THEREOF & EXC RD SEC 3-26-2E
List Date	5/4/2018	**Realtor.com Y/N**	Yes
Display on Public Website	Yes	**Display Address**	Yes
VOW: Allow AVM	Yes	**VOW: Allow 3rd Party Comm**	Yes
Sub-Agent Comm	0	**Buyer-Broker Comm**	3
Transact Broker Comm	3	**Variable Comm**	Non-Variable
Virtual Tour Y/N		**Master Bedroom Level**	Main
Master Bedroom Dimensions	10'11 x 14'11	**Master Bedroom Flooring**	Wood Laminate
Living Room Level	Main	**Living Room Dimensions**	20'8" x 23'2"
Living Room Flooring	Wood Laminate	**Kitchen Level**	Main
Kitchen Dimensions	18'0" x 10'1"	**Kitchen Flooring**	Wood Laminate
Room 4 Type	Dining Room	**Room 4 Level**	Main
Room 4 Dimensions	11'4" x 11'8"	**Room 4 Flooring**	Wood Laminate
Room 5 Type	Bedroom	**Room 5 Level**	Main
Room 5 Dimensions	11'6" x 10'3"	**Room 5 Flooring**	Wood Laminate
Room 6 Type	Bedroom	**Room 6 Level**	Main
Room 6 Dimensions	11'5" x 12'3"	**Room 6 Flooring**	Wood Laminate
Room 7 Type	Laundry	**Room 7 Level**	Main
Room 7 Dimensions	6'11" x 7'1"	**Room 7 Flooring**	Laminate - Other
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 254 & Greenwich - North to Turtle Creek, East to Property.

FEATURES

ARCHITECTURE
Ranch
EXTERIOR CONSTRUCTION
Vinyl/Metal Siding
ROOF
Composition
LOT DESCRIPTION
Pond/Lake
Wooded
FRONTAGE
Unpaved Frontage
GARAGE
Attached
Opener
FLOOD INSURANCE
Required
UTILITIES
Rural Water

BASEMENT / FOUNDATION
Crawl Space
BASEMENT FINISH
None
COOLING
Central
Electric
HEATING
Forced Air
DINING AREA
Eating Space in Kitchen
Kitchen/Dining Combo
FIREPLACE
Woodburning
Two Way
Free Standing

KITCHEN FEATURES
Range Hood
Electric Hookup
APPLIANCES
Refrigerator
MASTER BEDROOM
Master Bdrm on Main Level
Master Bedroom Bath
Shower/Master Bedroom
LAUNDRY
Separate Room
220-Electric
INTERIOR AMENITIES
Ceiling Fan(s)
Wood Laminate
POSSESSION
At Closing

PROPOSED FINANCING
Conventional
WARRANTY
No Warranty Provided
OWNERSHIP
Corporate non-REO
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	$2,302.63
General Tax Year	2017
Yearly Specials	$5.88
Total Specials	$5.88
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Home Warranty Purchased	Unknown
Earnest $ Deposited With	McCurdy Auction LLC Trust

PUBLIC REMARKS

Public Remarks ONSITE REAL ESTATE AUCTION ON SATURDAY JUNE 9, 2018 @ 3:00 PM. CLEAR TITLE AT CLOSING, NO BACK TAXES, PREVIEW AVAILABLE. 3-bedroom home on 9.20 +/- Acres This home has the potential to become your own personal oasis on just over nine acres of land! The home has a large covered front porch for enjoying your view of the fields across the road. There is a large shed included with the property to help with outdoor storage needs. With plenty of space for activities and more, this is the home you've been looking for! The home has an open floor plan and lots of large windows to keep the interior airy and bright. There are ceiling fans and beautiful wood laminate throughout the home. The living/dining combo features a two way brick fireplace and beautiful white molding. The spacious kitchen will include the refrigerator and oven. Adjacent to the kitchen is a separate laundry room with access to the backyard. There is currently no electric meter on the property. It will be the responsibility of the buyer to comply with any requirements imposed by the utility companies to return service to the property. | Signer for the LLC is a licensed Realtor in the state of Kansas. *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

Type of Auction Sale	Reserve
Method of Auction	Live Only
Auction Location	Onsite
Auction Offering	Real Estate Only
Auction Date	6/9/2018
Auction Start Time	3:00 PM
Broker Registration Req	Yes
Buyer Premium Y/N	Yes
Premium Amount	0.10
Earnest Money Y/N	Yes
Earnest Amount %/$	7,500.00
1 - Open for Preview	Yes
1 - Open/Preview Date	6/9/2018
1 - Open Start Time	2:00 PM
1 - Open End Time	
2 - Open for Preview	
2 - Open/Preview Date	

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 2018 South Central Kansas MLS, Inc. All rights reserved.

dotloop signature verification: www.dotloop.com/my/verification/DL-3432470-3-2512

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:
11900 E. Turtle Creek Cir - Wichita, KS 67226

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):**

MGL 05/04/18 8:43PM CDT 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):**

MGL 05/04/18 8:43PM CDT 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.

Matthew J. Lillie — dotloop verified 05/04/18 8:43PM CDT YILA-1RUL-LR6T-YF4M
Seller President Date

Buyer Date

Seller Date

Buyer Date

This form is approved by legal counsel for the Wichita Area Association of REALTORS® exclusively for use by members of the Wichita Area Association of REALTORS® and other authorized REALTORS®. 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.

Instanet Forms

dotloop signature verification: www.dotloop.com/my/verification/DL-343247095-3-2512

McCurdy AUCTION
REAL ESTATE SPECIALISTS

WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 11900 E. Turtle Creek Cir - Wichita, KS 67226

DOES THE PROPERTY HAVE A WELL? YES _____ NO MGL 05/04/18 8:43PM CDT

If yes, what type? Irrigation _____ Drinking _____ Other _____

Location of Well: _____

DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES MGL 05/04/18 8:43PM CDT **NO** _____

If yes, what type? Septic _____ Lagoon MGL 05/04/18 8:43PM CDT

Location of Lagoon/Septic Access: _____

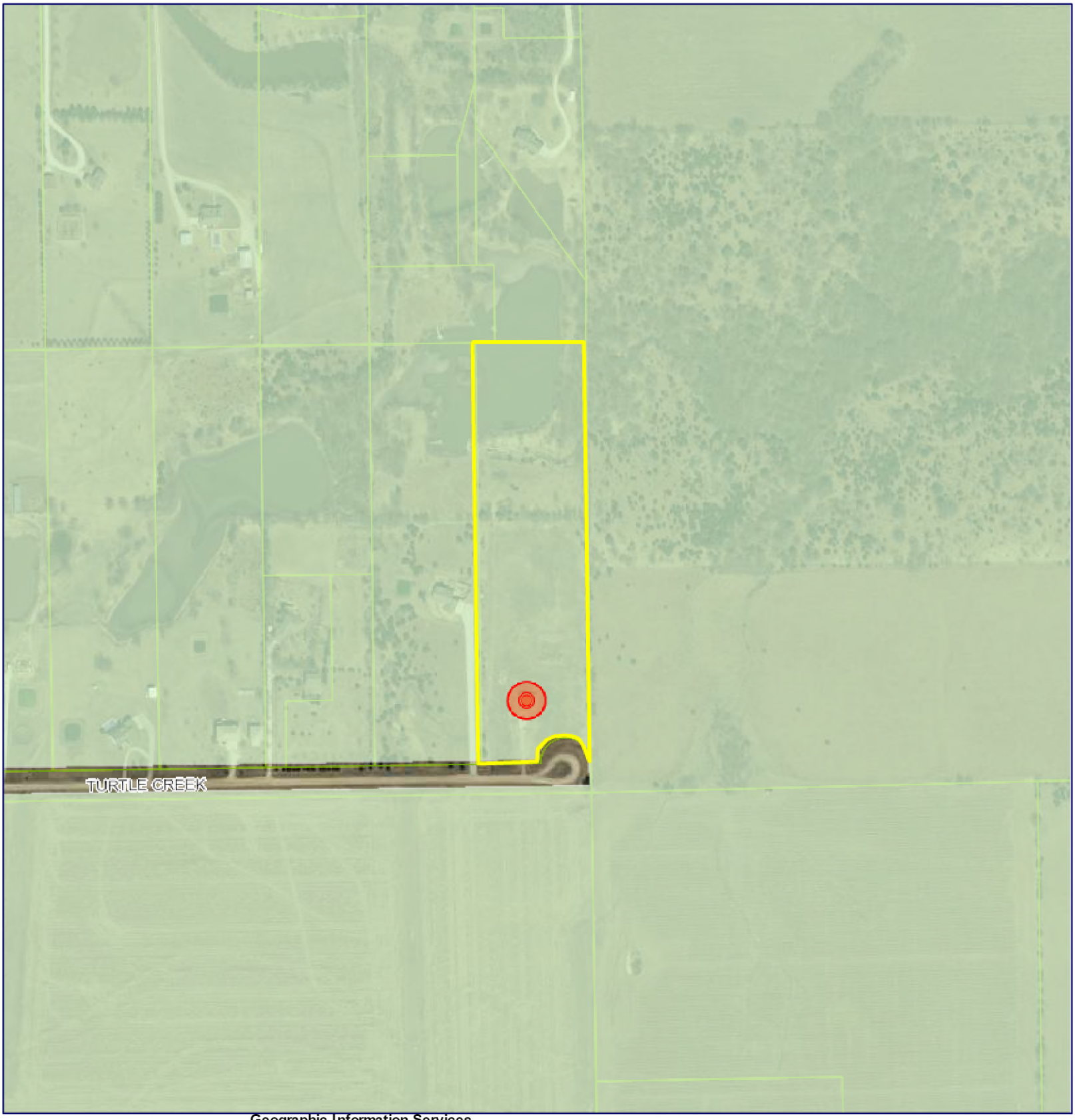
Matthew J. Lillie — dotloop verified 05/04/18 8:43PM CDT HNWK-BOD7-EPDG-XWNI

Owner — President — Date

Owner — Date

1900 E. Turtle Creek Cir, Wichita, KS 67226

Zoning - Rural Residential



Geographic Information Services

Sedgwick County... working for you

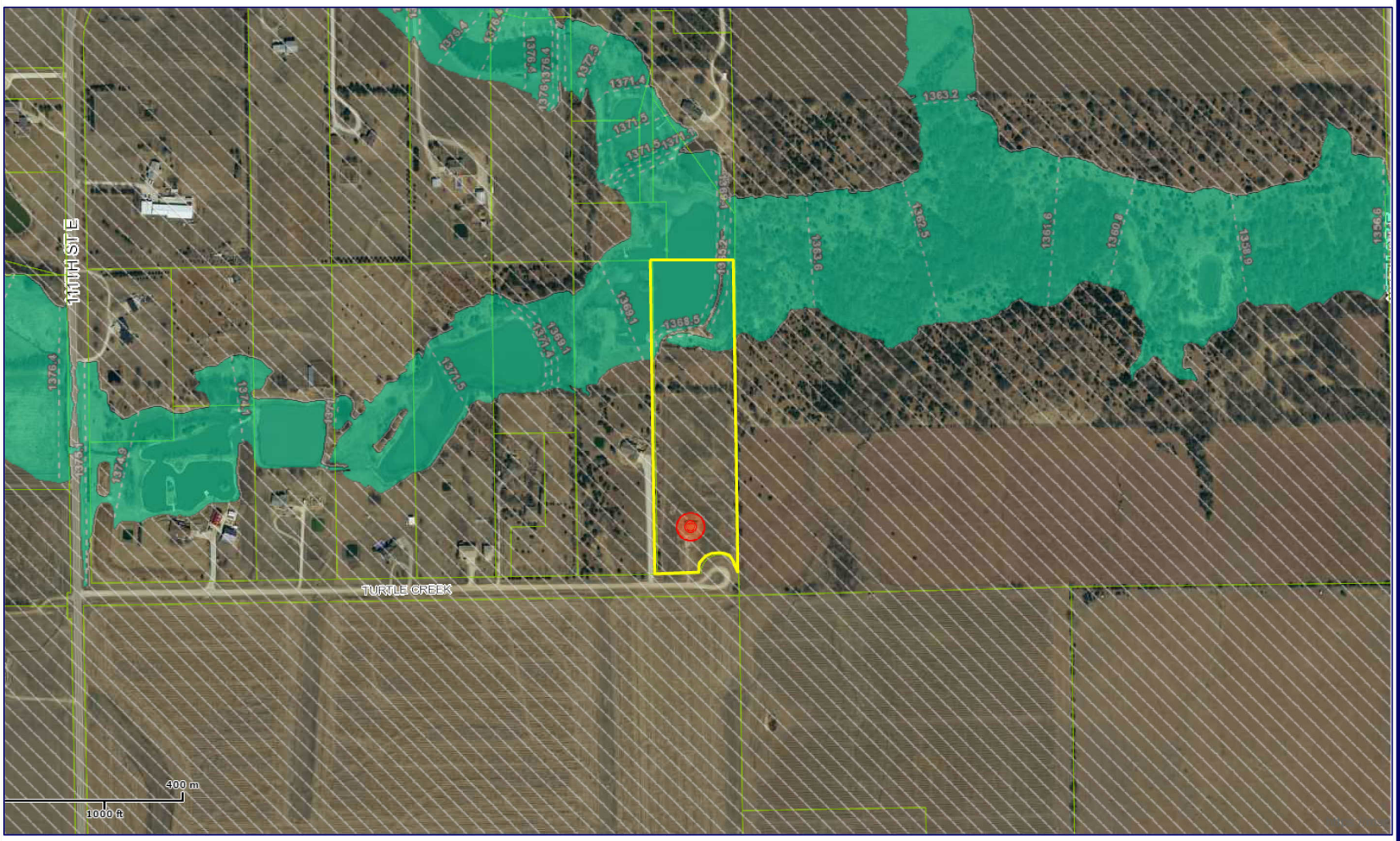
Geographic Information Services
Division of Information & Operations
www.sedgwickcounty.org/gis
525 N. Main, Suite 212, Wichita, KS 67203
Tel: 316.660.9290 Fax: 316.262.1174

Fri Apr 20 13:35:17 GMT-0500 2018

DISCLAIMER: It is understood that, while Sedgwick County Geographic Information Services (SCGIS), City of Wichita GIS, (for purposes of the road centerline file), participating agencies, and information suppliers, have no indication or reason to believe that there are inaccuracies in information provided, SCGIS, its suppliers make no representations of any kind, including, but not limited to, warranties of merchantability or fitness for a particular use, nor are any such warranties to be implied with respect to the information, data or service furnished herein. In no event shall the Data Providers become liable to users of these data, or any other party, for any loss or damages, consequential or otherwise, including but not limited to time, money, or goodwill, arising from the use, operation or modification of the data. In using these data, users further agrees to indemnify, defend, and hold harmless the Data Providers for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data, or the use of the data. No person shall sell, give or receive for the purpose of selling or offering for sale, any portion of the information provided herein.

1900 E. Turtle Creek Cir, Wichita, KS 67226

Flood Zone



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Fri Apr 20 13:35:17 GMT-0500 2018

Legend

Flood Plain

Base Flood Approximate

Base Flood Elevations

0.2 Pct Annual Chance

0.2 PCT Annual Chance Flood Ha

A

A

AE

AE,

AE, FLOODWAY

AE, FLOODWAY

AH

AH

AO

AO

X - Area of Special Consideration

X AREA OF SPECIAL CONSIDER

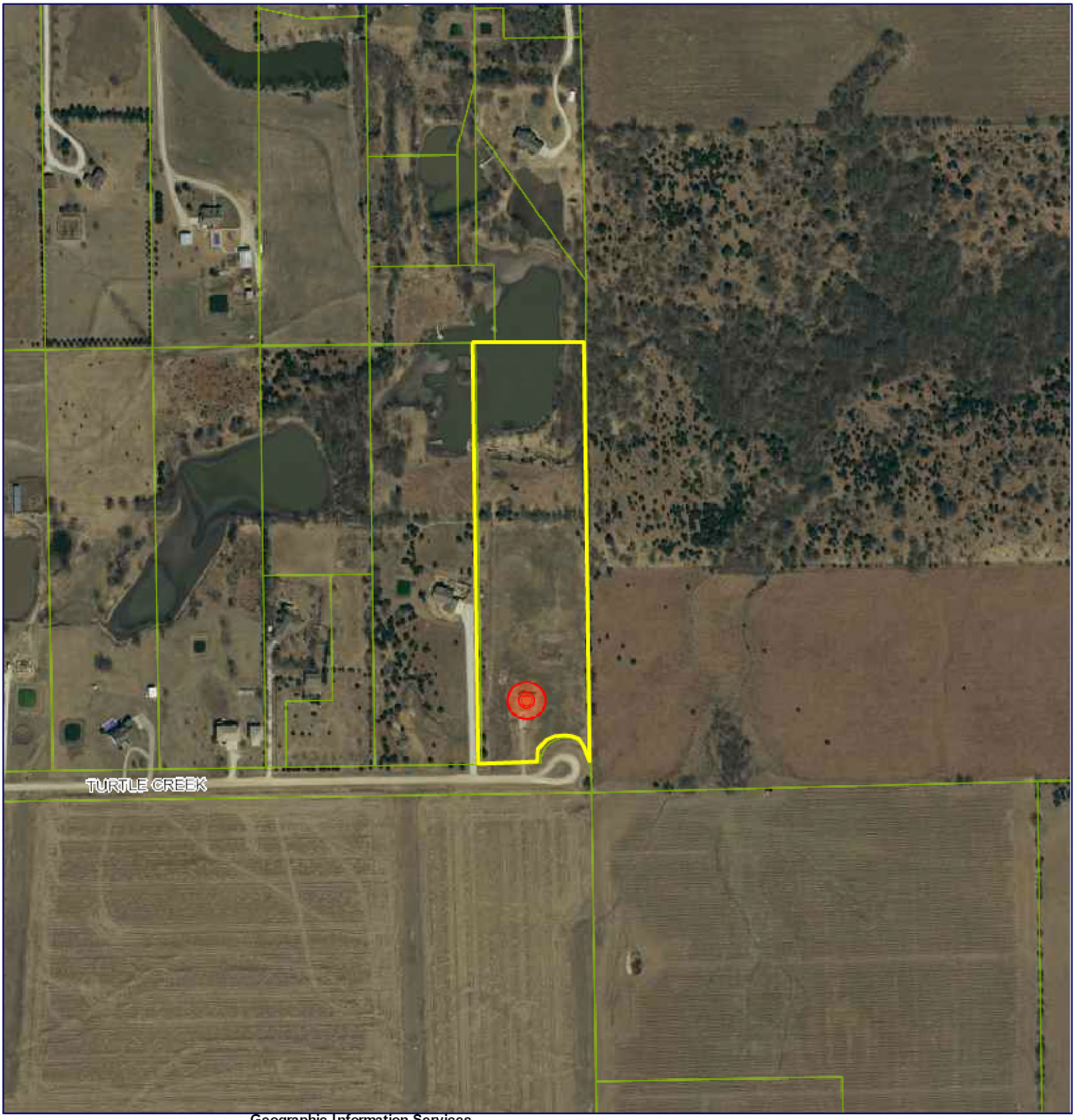
X

X,

Area Not Included

1900 E. Turtle Creek Cir, Wichita, KS 67226

Aerial



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McCurdy AUCTION LLC
REAL ESTATE SPECIALISTS

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)*

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