

PROPERTY INFORMATION PACKET

THE DETAILS



414 S. Star St. | El Dorado, KS 67042

AUCTION: Thursday, August 1st @ 2:00 PM (CST)

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



McCurdy
AUCTION LLC
REAL ESTATE SPECIALISTS



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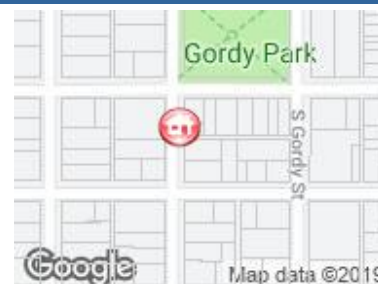
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer 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 # 569234
County Butler
Class Multi-Family
Property Type Twin/Duplex
Area B41 - SE Suburban BTL
Address 414 S STAR ST
Address 2
City El Dorado
State KS
Zip 67042
Status Active
Contingency Reason
Asking Price \$0



GENERAL

List Agent - Agent Name and Phone	Ty Patton	List Date	6/10/2019
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-683-0612	Realtor.com Y/N	Yes
Co-List Agent - Agent Name and Phone		Display on Public Websites	Yes
Co-List Office - Office Name and Phone		Display Address	Yes
Showing Phone	1-800-301-2055	VOW: Allow AVM	Yes
Style	Side By Side	VOW: Allow 3rd Party Comm	Yes
Approximate Age	81+ Years	Sub-Agent Comm	0
Basement	None	Buyer-Broker Comm	3
Existing Finance	None	Transact Broker Comm	3
Owner Finance Y/N	No	Variable Comm	Non-Variable
Approx. TFLA	1,070.00	Virtual Tour Y/N	
TFLA Source	Court House	Days On Market	30
Parcel ID	20015-008-211-02-0-40-12 -009.00-0	Cumulative DOM	30
Number of Units	2	Cumulative DOMLS	
On-Site Parking Spaces	0.00	Input Date	7/9/2019 4:49 PM
Year Built	1930	Update Date	7/9/2019
# of Efficiency Units		Off Market Date	
# of 1 Bedroom Units	2	Status Date	7/9/2019
# of 2 Bedroom Units		HotSheet Date	7/9/2019
# of 3 Bedroom Units		Price Date	7/9/2019
Lot Size/SqFt	7458		
Rent Per Unit-Efficiency			
Rent Per Unit - 1 Bedroom			
Rent Per Unit - 2 Bedroom			
Rent Per Unit - 3 Bedroom			
Vacancy Rate %	100.00		
School District	El Dorado School District (USD 490)		
Elementary School	Washington		
Middle School	El Dorado		
High School	El Dorado		
Subdivision	NONE LISTED ON TAX RECORD		
Legal	EL DORADO, ORIG TOWN, S02 , T26, R05E, BLOCK 14, LOT BLOCK INFO 13 EXC E43.7		

DIRECTIONS

Directions (EL DORADO) US HWY 54 (S. Main St.) & KS 254 (W. Central Ave) - West to S. Star St., South to Home.

FEATURES

EXTERIOR CONSTRUCTION	OWNER PAID UTILITIES	PARKING	OWNERSHIP
Vinyl	Electric	Street Parking	Corporate
# OF STORIES	Gas	APPLIANCES	SHOWING INSTRUCTIONS
One	Water/Sewer	Refrigerator	Appt Req-Call Showing #
ROOF	TENANT PAID UTILITIES	POSSESSION	LOCKBOX
Composition	None	At Closing	None
FLOOD INSURANCE	BASEMENT USE	PROPOSED FINANCING	TYPE OF LISTING
Unknown	None	Other/See Remarks	Excl Right w/o Reserve

FEATURES

UTILITIES	BASEMENT FINISH PER	TERMS OF TENANCY	AGENT TYPE
Natural Gas	None	None	Sellers Agent
Public	HEATING	DOCUMENTS ON FILE	FLOORS
Sewer	Wall Furnace/Baseboard	Lead Paint	Carpet
	COOLING	Photographs	Wood
	None		

FINANCIAL

Assumable Y/N	No
Gross Income	\$0.00
General Taxes	\$558.48
General Tax Year	2018
Yearly Specials	\$129.62
Total Specials	\$129.62
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Security 1st Title

MARKETING REMARKS

Marketing Remarks This property is offered by Ty Patton with McCurdy Auction, LLC. Office: 316-683-0612 Email: tpatton@mccurdyauction.com ONLINE ONLY REAL ESTATE AUCTION FROM FRIDAY, JULY 12TH, 2019 AT 2:00 PM TO THURSDAY, AUGUST 1ST, 2019 AT 2:00 PM. CLEAR TITLE AT CLOSING, NO BACK TAXES, PREVIEW AVAILABLE. . CLEAR TITLE AT CLOSING, NO BACK TAXES, PREVIEW AVAILABLE. Duplex with 1-bedroom, 1-bathroom units in El Dorado! This side by side duplex is surrounded by sidewalks and luscious trees. The property features a covered front porch, separate electric & gas meters and two storage sheds in the backyard. Each unit has a spacious living room, a kitchen with a refrigerator, 1 bedroom and 1 bathroom with a tub/shower combination. All or some of the utilities to the property are currently off. It will be the responsibility of the buyer to comply with any requirements imposed by the utility companies to return service to the property. *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 \$3500.

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview
Method of Auction	Online Only	1 - Open/Preview Date
Auction Location	Online Only	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	8/1/2019	2 - Open for Preview
Auction Start Time	2:00 PM	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	07/31/2019 by 5:00 PM	2 - Open End Time
Buyer Premium Y/N	Yes	3 - Open for Preview
Premium Amount	0.10	3 - Open/Preview Date
Earnest Money Y/N	Yes	3 - Open Start Time
Earnest Amount %/\$	3,500.00	3 - Open End Time

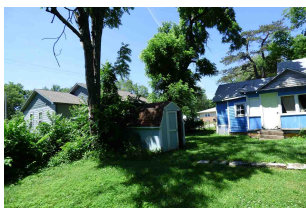
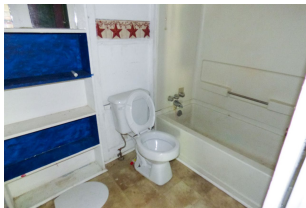
TERMS OF SALE

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 2019 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 414 S. Star St. - El Dorado, KS 67042

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)*:

 JJ 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)*:

 JJ 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.

Authentisign

Jeremiah Johnson, CEC
 Seller 9:12:08 AM CDT

Date

Buyer

Date

Seller

Date

Buyer

Date

Agent/Licensee

Date

Agent/Licensee

Date

5/03

This contract is for use by Lonny Ray McCurdy. Use by any other party is illegal and voids the contract.

Form # 2534

Instant forms



WATER WELL INSPECTION REQUIREMENTS City of Wichita

Property Address: 414 S. Star St. - El Dorado, KS 67042

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

DOES THE PROPERTY HAVE A WELL? YES _____ NO ☒ II

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

Location of Well: _____

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

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

Authentisign
Jeremiah Johnson, CEO
Owner 6/19/2019 9:12:09 AM CDT

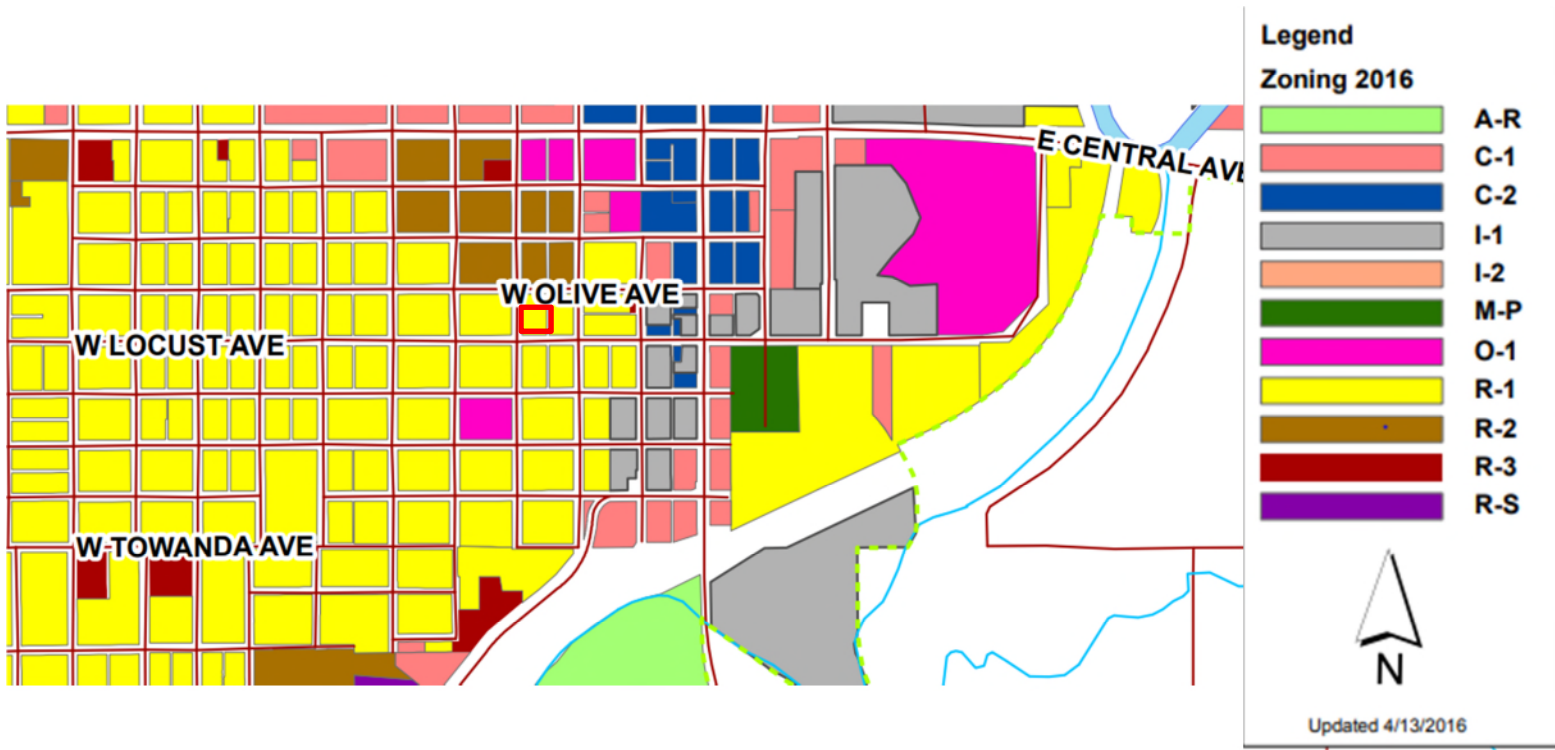
Date

Owner

Date

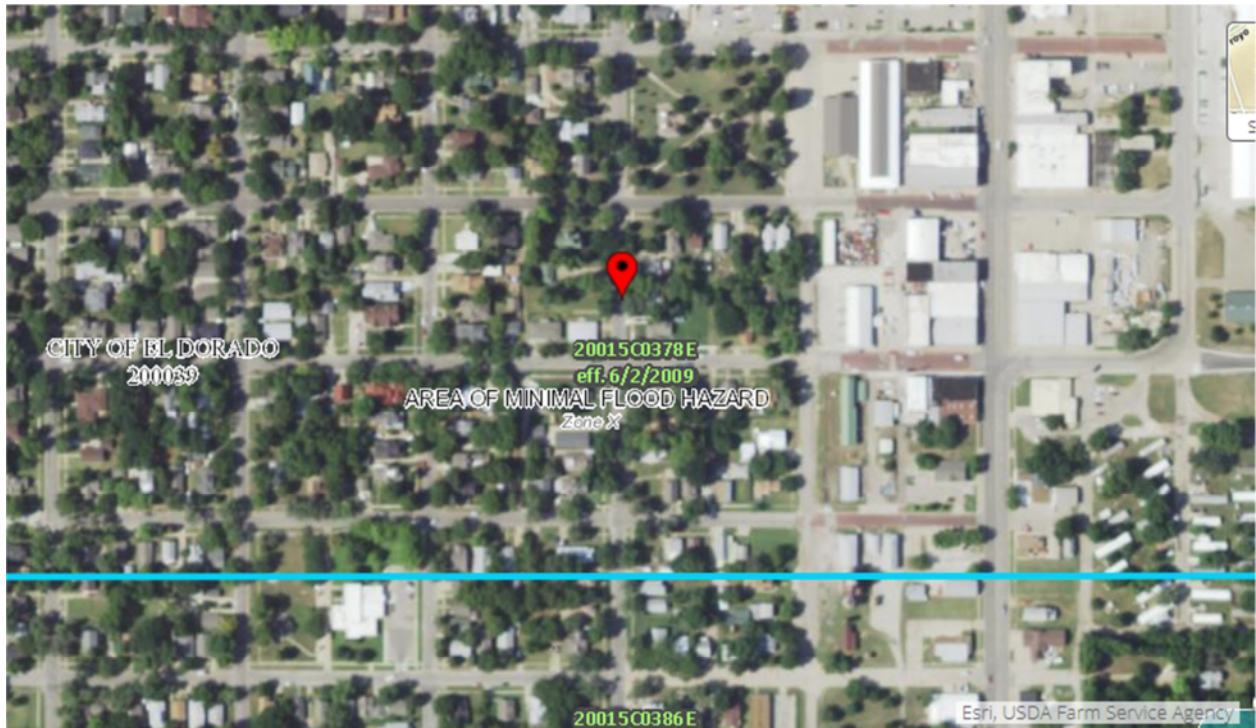
414 S. Star St, El Dorado, KS 67042

Zoning Map- R-1



414 S. Star St, El Dorado, KS 67042

Flood Map- Area of Minimal Flood Hazard

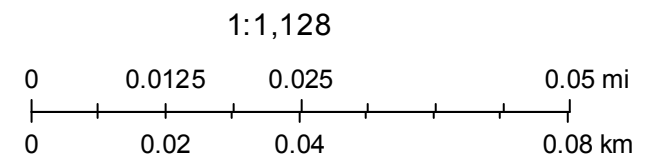


414 S. Star St, El Dorado, KS 67042- Aerial



6/13/2019, 11:52:47 AM

- | | |
|----------------------|-------------------|
| Parcel Data | US HWY |
| BLDG_LL | Cemetery_Plats |
| Parcel_Data_BldgLL | Subdivision Plats |
| Municipal Boundaries | |
| AddressPoints | |
| CITY | |
| COUNTY ASPHALT | |
| COUNTY GRAVEL | |
| KANSAS TURNPIKE | |
| PAPER | |
| PRIVATE | |
| STATE HWY | |
| TOWNSHIP | |



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), (c) OpenStreetMap contributors, and the GIS User Community

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.

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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.
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