

# PROPERTY INFORMATION PACKET

## THE DETAILS



2643 N. Richmond St. | Wichita, KS 67204

AUCTION: Saturday, December 14th @ 1:00 PM

12041 E. 13th St. N., Wichita, KS, 67206  
316.683.0612 • 800.544.4489  
[www.McCurdyAuction.com](http://www.McCurdyAuction.com)



**McCurdy**  
AUCTION L.L.C.  
REAL ESTATE SPECIALISTS



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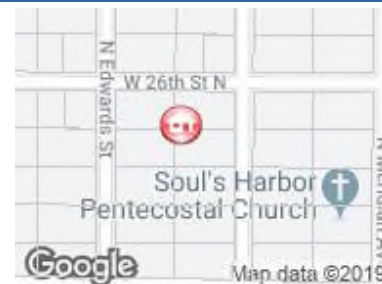
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer 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 #** 574835  
**Status** Active  
**Contingency Reason**  
**Area** 314  
**Address** 2643 N RICHMOND ST  
**City** Wichita  
**Zip** 67204  
**Asking Price** \$0  
**Picture Count** 36



## KEYWORDS

<b>AG Bedrooms</b>	3	<b>Approx. AGLA</b>	1509
<b>Total Bedrooms</b>	3.00	<b>AGLA Source</b>	Court House
<b>AG Full Baths</b>	2	<b>Approx. BFA</b>	178.00
<b>AG Half Baths</b>	0	<b>BFA Source</b>	Measured
<b>Total Baths</b>	2	<b>Approx. TFLA</b>	1,687
<b>Garage Size</b>	4+	<b>Lot Size/SqFt</b>	22501
<b>Basement</b>	Yes - Partially Finished	<b>Number of Acres</b>	0.52
<b>Levels</b>	One Story		
<b>Approximate Age</b>	51 - 80 Years		
<b>Acreage</b>	1/2 to 1 Acre		

## GENERAL

<b>List Agent - Agent Name and Phone</b>	BRADEN MCCURDY - OFF: 316-683-0612	<b>Master Bedroom Level</b>	Main
<b>List Office - Office Name and Phone</b>	McCurdy Auction, LLC - OFF: 316-683-0612	<b>Master Bedroom Dimensions</b>	13.8 x 10.3
<b>Co-List Agent - Agent Name and Phone</b>		<b>Master Bedroom Flooring</b>	Carpet
<b>Co-List Office - Office Name and Phone</b>		<b>Living Room Level</b>	Main
<b>Showing Phone</b>	1-800-301-2055	<b>Living Room Dimensions</b>	19.8 x 15.4
<b>Year Built</b>	1951	<b>Living Room Flooring</b>	Carpet
<b>Parcel ID</b>	20173-131-01-0-14-05-010.00	<b>Kitchen Level</b>	Main
<b>School District</b>	Wichita School District (USD 259)	<b>Kitchen Dimensions</b>	11 x 11.6
<b>Elementary School</b>	Pleasant Valley	<b>Kitchen Flooring</b>	Laminate - Other
<b>Middle School</b>	Pleasant Valley	<b>Room 4 Type</b>	Dining Room
<b>High School</b>	North	<b>Room 4 Level</b>	Main
<b>Subdivision</b>	NORTHWEST HEIGHTS ADDITION	<b>Room 4 Dimensions</b>	12.1 x 9.3
<b>Legal</b>	LOT 3 BLOCK 5 NORTHWEST HEIGHTS ADD.	<b>Room 4 Flooring</b>	Laminate - Other
<b>List Date</b>	11/15/2019	<b>Room 5 Type</b>	Bedroom
<b>Display Address</b>	Yes	<b>Room 5 Level</b>	Main
<b>Sub-Agent Comm</b>	0	<b>Room 5 Dimensions</b>	12.5 x 12.9
<b>Buyer-Broker Comm</b>	3	<b>Room 5 Flooring</b>	Carpet
<b>Transact Broker Comm</b>	3	<b>Room 6 Type</b>	Bedroom
<b>Variable Comm</b>	Non-Variable	<b>Room 6 Level</b>	Main
<b>Days On Market</b>	5	<b>Room 6 Dimensions</b>	9.1 x 11.6
<b>Input Date</b>	11/20/2019 10:52 AM	<b>Room 6 Flooring</b>	Wood
<b>Update Date</b>	11/20/2019	<b>Room 7 Type</b>	Sun Room/Atrium
<b>Status Date</b>	11/20/2019	<b>Room 7 Level</b>	Main
<b>Price Date</b>	11/20/2019	<b>Room 7 Dimensions</b>	19.6 x 15.11
		<b>Room 7 Flooring</b>	Concrete
		<b>Room 8 Type</b>	Bonus Room
		<b>Room 8 Level</b>	Basement
		<b>Room 8 Dimensions</b>	10.3 x 13.3
		<b>Room 8 Flooring</b>	Carpet
		<b>Room 9 Type</b>	
		<b>Room 9 Level</b>	
		<b>Room 9 Dimensions</b>	
		<b>Room 9 Flooring</b>	
		<b>Room 10 Type</b>	
		<b>Room 10 Level</b>	
		<b>Room 10 Dimensions</b>	
		<b>Room 10 Flooring</b>	
		<b>Room 11 Type</b>	
		<b>Room 11 Level</b>	
		<b>Room 11 Dimensions</b>	
		<b>Room 11 Flooring</b>	

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

## DIRECTIONS

**Directions** W. 25th St. N. & HWY 235 - East to Richmond, North to Home.

## FEATURES

### ARCHITECTURE

Ranch

### EXTERIOR CONSTRUCTION

Vinyl/Metal Siding

### ROOF

Composition

### LOT DESCRIPTION

Standard

### FRONTAGE

Paved Frontage

### EXTERIOR AMENITIES

Covered Patio

Deck

Fence-Chain

Guttering

Irrigation Pump

Irrigation Well

Security Light

Sprinkler System

Storage Building(s)

Storm Door(s)

Storm Windows/Ins Glass

### GARAGE

Detached

Opener

Oversized

### FLOOD INSURANCE

Unknown

### UTILITIES

Sewer

Natural Gas

Private Water

Public Water

### BASEMENT / FOUNDATION

Full

Std Bsmt Window no-egress

### BASEMENT FINISH

Bsmt Bonus Room

### COOLING

Central

Electric

### HEATING

Forced Air

Gas

### DINING AREA

Kitchen/Dining Combo

### FIREPLACE

One

### KITCHEN FEATURES

Range Hood

Gas Hookup

### APPLIANCES

Dishwasher

Range/Oven

### MASTER BEDROOM

Master Bdrm on Main Level

Split Bedroom Plan

Master Bedroom Bath

Shower/Master Bedroom

### AG OTHER ROOMS

Sun Room

### LAUNDRY

Basement

220-Electric

### INTERIOR AMENITIES

Hardwood Floors

Window Coverings-All

Laminate – Other

### POSSESSION

At Closing

### PROPOSED FINANCING

Other/See Remarks

### WARRANTY

No Warranty Provided

### OWNERSHIP

Corporate non-REO

### PROPERTY CONDITION REPORT

No

### DOCUMENTS ON FILE

Ground Water

Lead Paint

### SHOWING INSTRUCTIONS

Appt Req-Call Showing #

### LOCKBOX

SCKMLS

### TYPE OF LISTING

Excl Right w/o Reserve

### AGENT TYPE

Sellers Agent

## FINANCIAL

<b>Assumable Y/N</b>	No
<b>Currently Rented Y/N</b>	No
<b>Rental Amount</b>	
<b>General Property Taxes</b>	\$1,540.21
<b>General Tax Year</b>	2019
<b>Yearly Specials</b>	\$7.80
<b>Total Specials</b>	\$7.80

<b>HOA Y/N</b>	No
<b>Yearly HOA Dues</b>	
<b>HOA Initiation Fee</b>	
<b>Home Warranty Purchased</b>	Unknown
<b>Earnest \$ Deposited With</b>	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 SATURDAY, DECEMBER 14TH, 2019 AT 1:00 PM. CLEAR TITLE AT CLOSING, NO BACK TAXES, PREVIEW AVAILABLE. NO MINIMUM, NO RESERVE!!!** Great location with close access to HWY 235, schools, parks and shopping. This home sits on a half acre lot featuring a covered front porch and large backyard with a patio/courtyard and deck. Another great feature to the home is the detached 48 X 24 oversized four plus car garage /shop with a built-in dust collector system. Behind the garage is a one car garage/storage shed. RV parking is available Northeast of the main garage. The interior of the home has a living room with built-in shelving and a kitchen/dining room combination with laminate flooring. Appliances included are the dishwasher and oven. Off the kitchen is a large sun room with a wood stove. This space could be used for a number of things such as a den/family room, office space or exercise room. Per the seller the sun room windows and kitchen windows were replaced. The home also offers three bedrooms on the main level of the home in a split bedroom plan. Two of the bedrooms are on one side of the home along with a full bathroom with the master bedroom on the other side of the home. The master bedroom has a master bathroom with a walk-in shower. The partial basement provides ample additional storage space, washer and dryer hookups and a finished bonus room. There is also a built-in safe. Per seller, County Records for finished living area do not reflect entire finished living space. Basement finished living area provided is measured and approximate. \*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. The real estate will be open for previewing one hour prior to the real estate auction, or by scheduled appointment. 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

<b>Type of Auction Sale</b>	No Minimum - No Reserve	<b>Method of Auction</b>	Live Only
<b>Auction Location</b>	ONSITE	<b>Auction Offering</b>	Real Estate Only
<b>Auction Date</b>	12/14/2019	<b>Auction Start Time</b>	1:00 PM
<b>Broker Registration Req</b>	Yes	<b>Buyer Premium Y/N</b>	Yes
<b>Premium Amount</b>	0.10	<b>Earnest Money Y/N</b>	Yes
<b>Earnest Amount %/\$</b>	7,500.00	<b>1 - Open for Preview</b>	Yes
<b>1 - Open/Preview Date</b>	12/14/2019	<b>1 - Open Start Time</b>	12:00 PM
<b>1 - Open End Time</b>	1:00 PM		

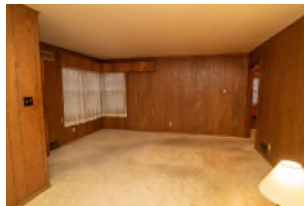
## TERMS OF SALE

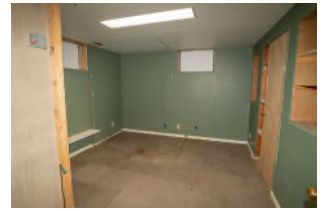
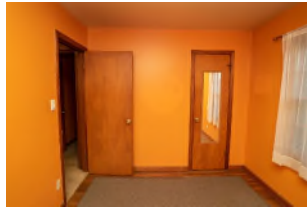
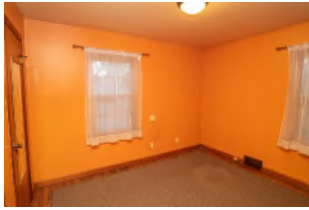
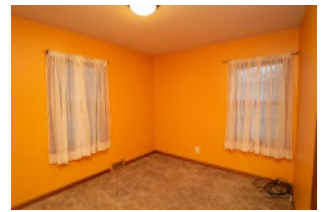
Terms of Sale

## PERSONAL PROPERTY

Personal Property

## ADDITIONAL PICTURES





## DISCLAIMER

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

Property Address 2643 N. Richmond Ave - Wichita, KS 67204

**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*):

JD

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*):

JD

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)**

BRM

(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.

Janet H. Decatur 11/15/19  
Seller Date

\_\_\_\_\_  
Buyer Date

[Signature] 11/15/19  
Seller Date  
Agent/Licensee Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Agent/Licensee Date



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.

Location of Well: Behind Garage

Location of Lagoon/Septic Access: \_\_\_\_\_

Date 11/15/19

Date \_\_\_\_\_



**ADDENDUM \_\_\_\_\_**  
**(Groundwater)**

THIS ADDENDUM to Contract for Sale and Purchase of Real Estate between and among the undersigned is entered into effective on the last date set forth below.

Groundwater contamination has been detected in several areas in and around Sedgwick County. Licensees do not have any expertise in evaluating environmental conditions.

The parties are proposing the sale and purchase of certain property, commonly known as:  
2643 N. Richmond Ave - Wichita, KS 67204

**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)**:

JTS 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)**:

JTS 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.

James Lee Executor 11/15/19  
\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Buyer Date

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# Security 1<sup>st</sup> Title

File #:

Property Address:

2643 N. Richmond Ave  
Wichita, KS 67204

## WIRE FRAUD ALERT

### IMPORTANT! YOUR FUNDS MAY BE AT RISK

**\*\*SECURITY 1<sup>ST</sup> TITLE DOES NOT SEND WIRE INSTRUCTIONS UNLESS REQUESTED\*\***

This Alert is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer. Realtors®, Real Estate Brokers, Title Companies, Closing Attorneys, Buyers and Sellers are targets for fraudsters to gain access to information for the purpose of wire fraud schemes. Many homebuyers have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification.

A fraudster will hack into a participant's email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the Buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain wiring instructions or routing information, and will request that the Buyer send funds to an account controlled by the fraudster.

Security 1<sup>st</sup> Title does not require your funds to be wired. We accept certified checks. If you prefer to wire, you must contact us by phone to request our wire instructions. We will give them verbally or send via SECURED email. After receipt, if you receive another email or unsolicited call purporting to alter these instructions please disregard and immediately contact us.

**\*\*\*Closing funds in the form of ACH Electronic Transfers will NOT be accepted\*\*\***

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY on emails or other communications purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.**
- **DO NOT FORWARD wire instructions to any other parties.**
- **ALWAYS VERIFY WIRE INSTRUCTIONS, specifically the ABA routing number and account number, by calling the party who is receiving the funds.**
- **DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify with a phone directory.**
- **DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.**

#### ACKNOWLEDGEMENT OF RECEIPT – YOU MUST SIGN BELOW

Your signature below acknowledges receipt of this Wire Fraud Alert.

\_\_\_\_\_  
Buyer

  
\_\_\_\_\_  
Seller

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:  
<http://www.fbi.gov>

Internet Crime Complaint Center:  
<http://www.ic3.gov>



## AVERAGE MONTHLY UTILITIES MISCELLANEOUS INFORMATION

Property Address: 2643 N. Richmond St., Wichita, KS 67204 (the "Real Estate")

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

	Utility Provider   Company	12 Month Avg
Electric:	<hr/>	<hr/>
Water & Sewer:	<hr/>	<hr/>
Gas   Propane:	<hr/>	<hr/>

If propane, is tank owned or leased? ☐ Owned ☐ Leased

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

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### Appliances that Transfer:

Refrigerator? ☐ Yes ☒ No  
Dishwasher? ☒ Yes ☐ No  
Stove/Oven? ☒ Yes ☐ No  
Microwave? ☐ Yes ☒ No

Washer? ☐ Yes ☒ No  
Dryer? ☐ Yes ☒ No  
Other? 

---

Homeowners Association: ☐ Yes ☒ No

Dues Amount: 

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 ☐ Yearly ☐ Monthly ☐ Quarterly

Initiation Fee: 

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

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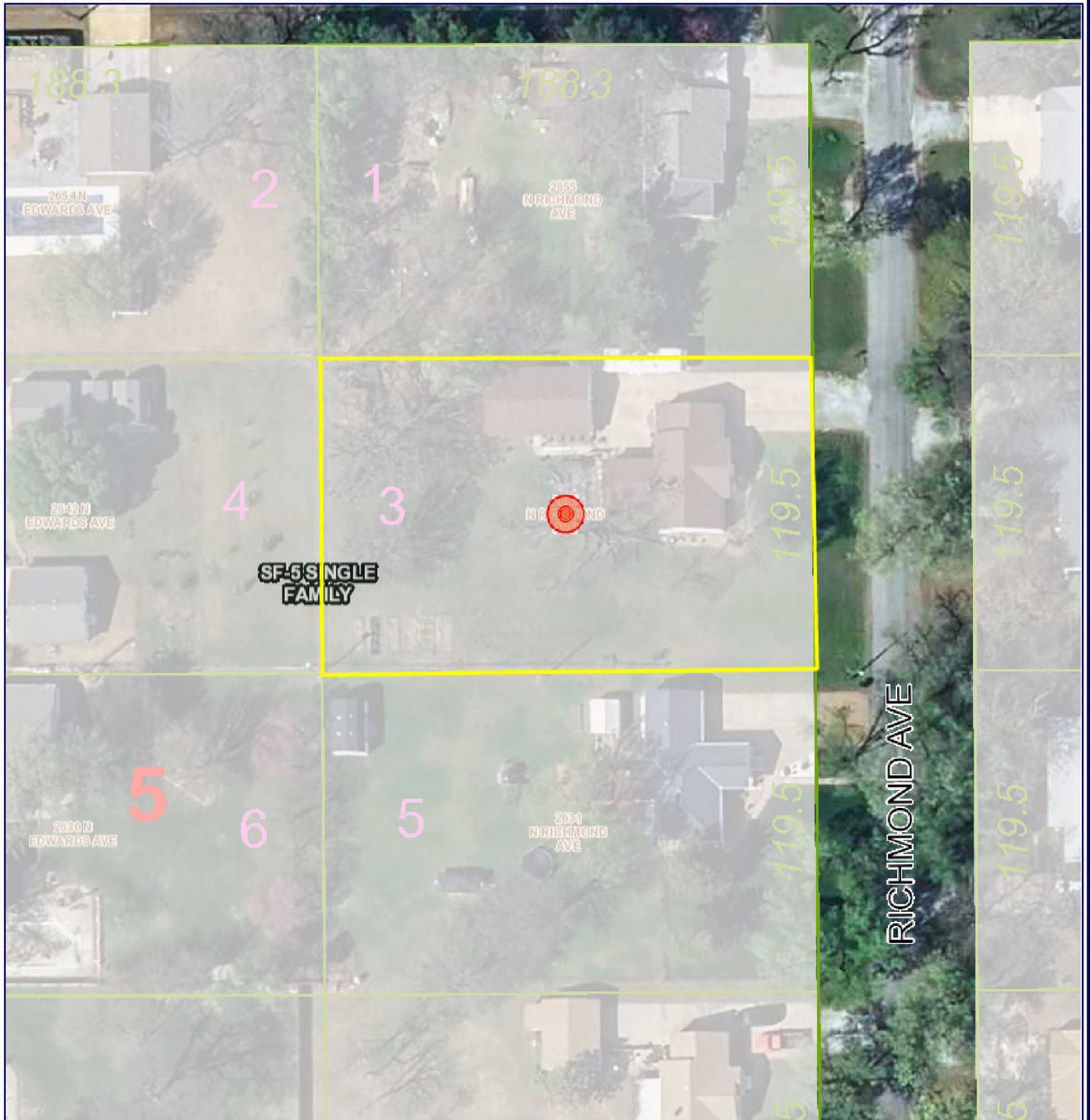
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*Information provided has been obtained from a variety of sources. McCurdy has not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness.*

# 2643 N. Richmond Ave, Wichita, KS 67204

## Zoning - SF-5 Single Family



Geographic Information Services

*Sedgwick County...*  
*working for you*

### Geographic Information Services

Division of Information & Operations

[www.sedgwickcounty.org/gis](http://www.sedgwickcounty.org/gis)

525 N. Main, Suite 212, Wichita, KS 67203

Tel: 316.660.9290 Fax: 316.262.1174

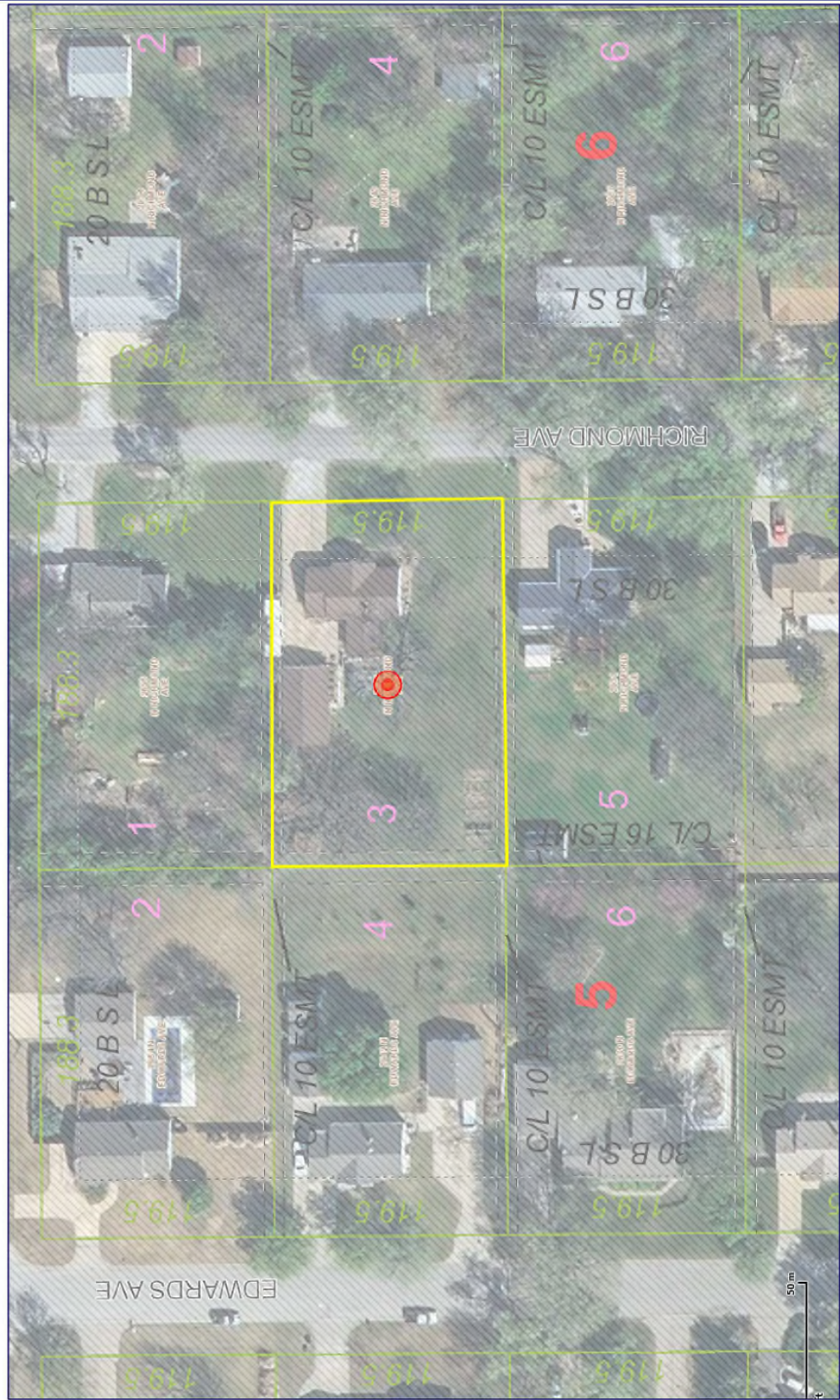
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Legend	
Flood Plain	
Base Flood Approximate	--
Base Flood Elevations	—
0.2 Pct Annual Chance	0.2 Pct Annual Chance Flood H
0.2 Pct Annual Chance Flood H	
A	A
AE	AE
AE, FLOODWAY	AE, FLOODWAY
AE, FLOODWAY	
AH	AH
AO	AO
AO	AO
X - Area of Special Consideration	X - Area of Special Consideration
X - Area of Special Consideration	X
X	X
Area Not Included	

# 2643 N. Richmond Ave, Wichita, KS 67204 Flood Zone



DISCLAIMER: It is understood that, while Sedgwick County Geographic Information Services (SCGIS), City of Wichita GIS, (for purposes of the past sentence full), participating agencies, and information providers, have made every effort to ensure the accuracy and reliability of the information, data, or service furnished herein, no warranty is made by any of the foregoing parties as to the accuracy, reliability, or completeness of 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 agree 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.

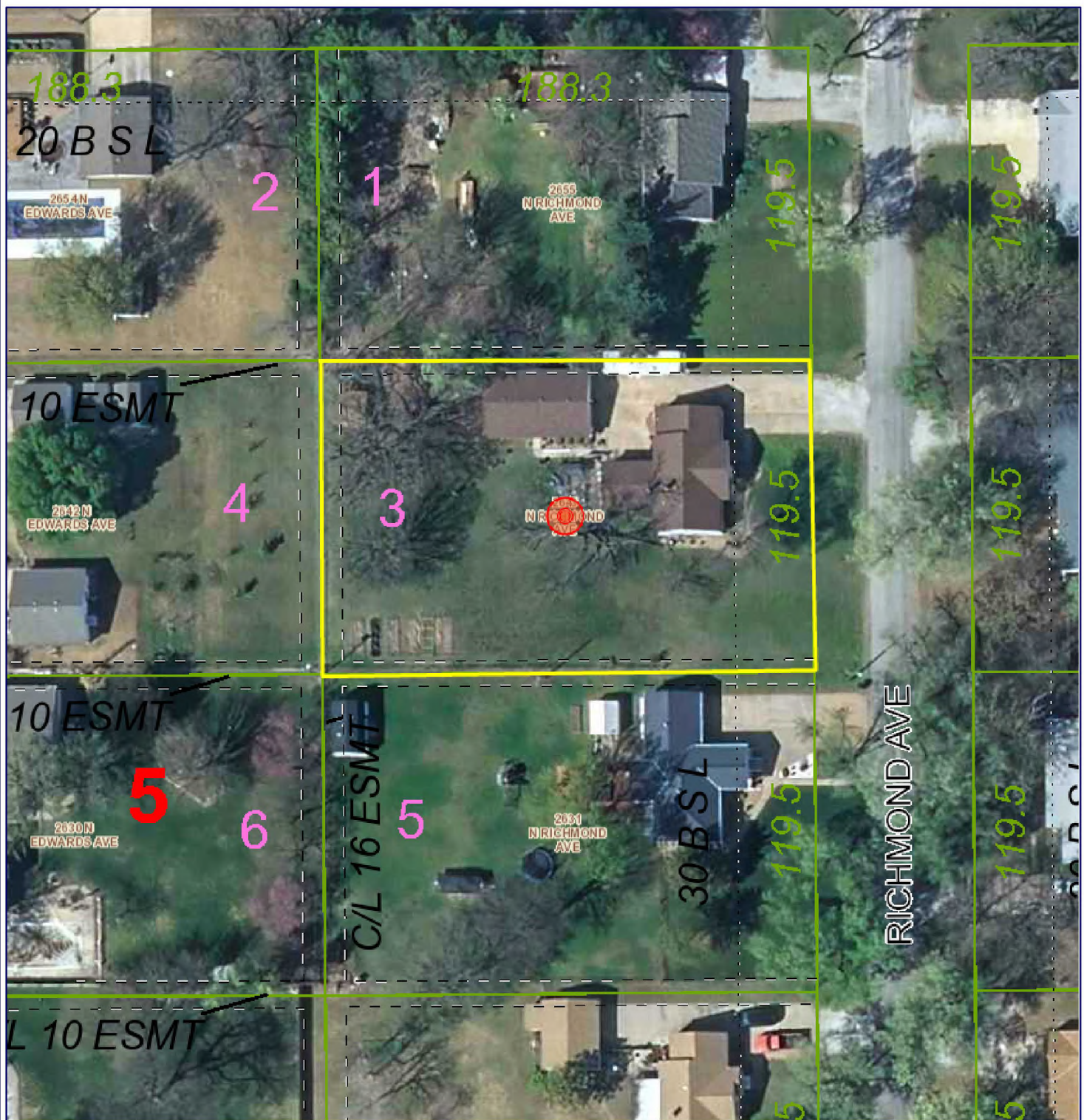
Tue Nov 12 10:07:53 GMT-0500 2019

**Geographic Information Services**  
 Division of Information & Operations  
[www.sedgwickcounty.org/gis](http://www.sedgwickcounty.org/gis)  
 525 N. Main, Suite 212, Wichita, KS 67203  
 Tel: 316.680.9290 Fax: 316.262.1174

**Sedgwick County**  
*working for you*



## Aerial



*Sedgwick County...*  
*working for you*

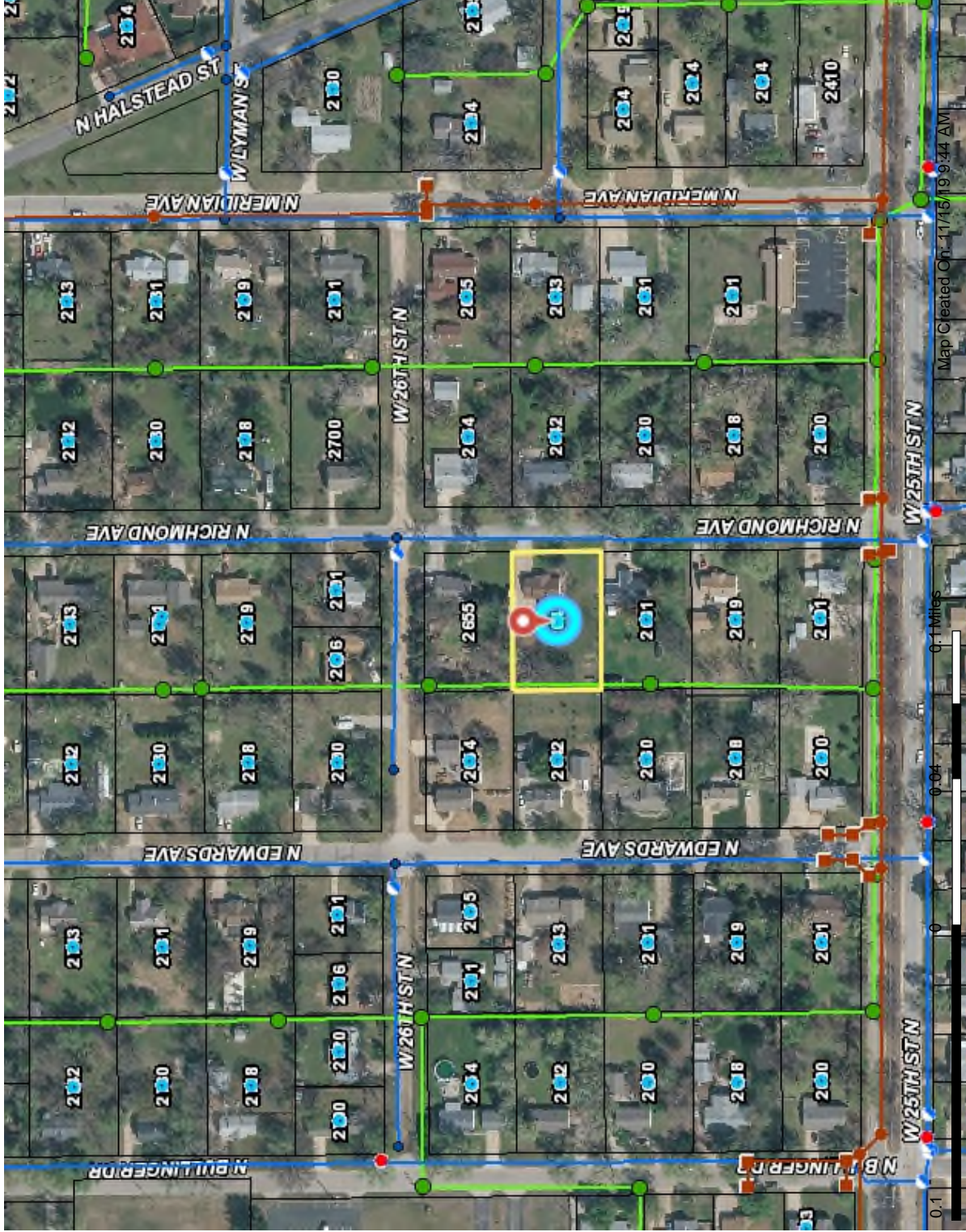
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Tue Nov 12 10:07:53 GMT-0600 2019

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## 2643 N. Richmond Ave. - Wichita City of Wichita Utility Map



### Legend

- Storm Structures
  - Manhole
  - Inlet
  - Outfall
  - Other
- Headwalls
- City BMPs
- Private Non-City BMPs
- Storm Conduit
- Open Channel Structures
- Open Channel Conduit
- Water Hydrants
- Water Valves
- Water Service Taps
- Backflow Devices
- Water Nodes
- Water Mains
- Sewer Manholes
- Sewer Mains
- Parcels
- Andover Parcels

This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1: 2,400



N.E. ¼ SEC. 1. TWP. 27. R.1W.





## 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*)

