PROPERTY INFORMATION PACKET THE DETAILS



10.10 ± Acres at 83rd St. S. | Derby, KS 67037

AUCTION: BIDDING OPENS: Mon, Sept. 21st @ 5:00 PM BIDDING ENDS: Thurs, Sept 24th @ 2:00 PM









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FLOOD ZONE MAP

AERIAL MAP

TERMS AND CONDITIONS

GUIDE TO AUCTION COSTS

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.

STANDARD



MLS# 585529 Class Land Vacant Lot **Property Type** County Sedgwick

901 - SE Suburban SG Area Address 10.10 +/- Acres 83rd St. S.

Address 2

Citv Derby State KS Zip 67037 **Status** Active

Contingency Reason

Asking Price \$0 For Sale/Auction/For Rent Auction **Associated Document Count** 3

















GENERAL

List Agent - Agent Name and Phone BRADEN MCCURDY - OFF: 316

-683-0612

List Office - Office Name and Phone McCurdy Auction, LLC - OFF: 316

-867-3600

Showing Phone 1-800-301-2055

Zoning Usage Rural Parcel ID 00000-TBD **Number of Acres** 10.10 Lot Size/SqFt **TBD**

Derby School District (USD 260) **School District**

Elementary School Pleasantview Middle School Other **High School** Derby MNONE Subdivision **TBD** Legal

Realtor.com Y/N Yes **Display on Public Websites** 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 No

DIRECTIONS

Directions (Derby) 83rd & Hillside - East to property.

FEATURES

SHAPE / LOCATION Rectangular

TOPOGRAPHIC

Level

PRESENT USAGE

Pasture

ROAD FRONTAGE

Paved

UTILITIES AVAILABLE Other/See Remarks

IMPROVEMENTS Fencing

OUTBUILDINGS

None

MISCELLANEOUS FEATURES

Other/See Remarks **DOCUMENTS ON FILE**

Aerial Photos

Ground Water Addendum

Photographs

Sellers Prop. Disclosure FLOOD INSURANCE

Required

SALE OPTIONS

Other/See Remarks

PROPOSED FINANCING

Other/See Remarks

POSSESSION At Closing

SHOWING INSTRUCTIONS

Call Showing #

LOCKBOX None

AGENT TYPE

Sellers Agent **OWNERSHIP** Individual

TYPE OF LISTING Excl Right w/o Reserve **BUILDER OPTIONS**

Open Builder

FINANCIAL

Assumable Y/N No **General Taxes** \$0.00 **General Tax Year** 0 **Yearly Specials** \$0.00 **Total Specials** \$0.00 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 Braden McCurdy with McCurdy Auction, LLC. Office: 316-867-3600 Email: bmccurdy@mccurdyauction.com. Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | BIDDING OPENS: Monday, September 21st, 2020 at 5:00 PM (cst) | BIDDING CLOSES: Thursday, September 24th, 2020 at 2:00 PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. No scheduled open house. Property will be available to preview by appointment only. CLEAR TITLE AT CLOSING, NO BACK TAXES ONLINE ONLY -BANKRUPTCY COURT ORDER!!! 10.10 +/- acres of pasture land off of 83rd in Derby, Kansas! The land is located just west of the City of Derby and is close to all the amenities of Derby! Enjoy the partially tree-lined acreage with woven wire fencing. This land is zoned RR - rural residential. No gate access to the property at this time. Cattle on the property currently. DISCLOSURES Access to the property is not available at this time. There are cattle on the property and we do not have a gate code. We are working to gain access to the property and awaiting a response from the bankruptcy trustee. This property is undergoing a survey and lot split that is not yet reflected on the taxes or in county records. Taxes and lot size on the parcel will be determined at closing as final amounts will not be available until such time as the lot split is finalized. Survey available for review in the property information packet, which includes acreage amounts being advertised. *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 Online Only **Method of Auction**

Auction Location www.mccurdyauction.com

Auction Offering Real Estate Only **Auction Date** 9/21/2020 **Auction Start Time** 5:00 PM **Auction End Time** 2:00 PM **Broker Registration Req** Yes

Broker Reg Deadline 5:00 PM on 9/23/2020

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

1 - Open Start Time

1 - Open End Time

TERMS OF SALE

Terms of Sale

ADDITIONAL PICTURES















DISCLAIMER

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 2020 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

SELLER'S PROPERTY DISCLOSURE STATEMENT - for Land Only

(To be completed by Seller)

This report supersedes any list appearing in the MLS

1 2 3	Selle	: _B	Tac	lley	7 J.	.10 +/-Acres 83rd St. S Derby, KS 67037 Mattox Date of Purchase:
4 5 6 7 8 9 0	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.					
.2 .3 .4 .5	By signing below, you acknowledge that the foliure 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.					
.6 .7 .8	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
	None	Does Not Transfer	Working	Not Working	Don't Know	Indicate the condition of the following items by marking the appropriate box. Check only one box for each item.
20 21	0					Well/Pump
22 23 24 25 26	0				02	Drinking Irrigation Location Depth Type If on well water, has water ever shown test results of contamination? □ Yes □ No
17 18 19 10 11	0	00	00	00	9	Is the property connected to city rural water systems? Rural Water Transfer? Yes No Transfer Fee \$ Cistern Other Comments:
13 14 15		000		000	100	Sewer LinesSeptic/Laterals
16 17 18 19 10 11		00000		0000	125	Lagoon
					;	Seller's InitialsBuyer's Initials

Rev. 7/18

Form# 1005

PART II Answer questions to the best of your (Seller's) knowledge. **GAS/ELECTRIC** 43 Is there a propane tank on the property? 44 If yes, is it □ owned □ leased? 45 Is gas connected to property? 46 If not, distance to nearest source? 47 Is electricity connected to property? 48 If not, distance to nearest source? 49 To your knowledge, is there any additional costs to hook up utilities? 50 If yes, please explain: ____ 51 52 Comments: 53 **DRAINAGE/SEWAGE SYSTEMS** 54 is property connected to a public sewer system? 55 If yes, no explanation required. 56 Is there a septic tank/lagoon system serving this property? 57 If yes, when was it last serviced? Date 58 To your knowledge, is there any problems relating to the septic tank/cesspool/sewer system? 59 To your knowledge, is the property located in a federally designated flood plain or wetlands area? 60 Is the property located in a subdivision with a master drainage plan? 61 If so, is this property in compliance? 62 Has the property ever had a drainage problem during your ownership? 63 Do you currently pay flood insurance? Other drainage/sewage systems and their conditions: 64 65 Comments: ___ 66 **BOUNDARIES/LAND** Have you had a survey of your property? 67 Are the boundaries of your property marked in any way? 68 69 Is there any fencing on the boundary(les) of the property? 70 If yes, does the fencing belong to the property? To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements? 71 🗆 ල්් 72 Are there any features of the property shared in common with adjoining landowners, such as walls, fences, 73 roads, driveways? 74 Is this property owner responsible for maintenance of any such shared feature? Do you know of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability 75 76 problems that have occurred on the property or in the immediate neighborhood? 77 Comments: 78 79 **HOMEOWNER'S ASSOCIATION** 80 is the property subject to rules or regulations of any homeowner's association? 81 Initiation Fee \$_ 82 To your knowledge, are there any problem relating to any common area? 83 Have you been notified of any condition which may result in an increase in assessments? 84 Comments: ____ 85

Seller's Initials Buyer's Initials

PART II - Continued Answer questions to the best of your (Seller's) knowledge. ¥ 2€ 86 **ENVIRONMENTAL CONDITIONS** To your knowledge, are any of the following substances, materials, or products present on the real property? 87 88 Asbestos Contaminated soil or water (Including drinking water) 89 90 Landfill or buried materials 91 Methane gas 92 Oil sheers in wet areas 93 Radioactive material 94 Toxic material disposal (e.g., solvents, chemicals, etc.) 95 Underground fuel or chemical storage tanks 96 **EMFs** (Electro Magnetic Fields) Gas or oil wells in area 97 98 Other To your knowledge, are any of the above conditions present near your property? 99 100 101 102 **MISCELLANEOUS** 103 To your knowledge: 104 Are there any gas/oil wells on the property or adjacent property? 105 Is the present use of the property a non-conforming use? Are there any violations of local, state or federal government laws or regulations relating to this property? 106 107 Is there any existing or threatened legal or regulatory action affecting this property? 108 Are there any current special assessments or do you have knowledge of any future assessments? Are there any proposed or pending zoning changes on this or adjacent property? 109 Are any local, state, or federal agencies requiring repairs, alterations or corrections of any existing conditions? 110 111 Are there any diseased or dead trees or shrubs? Is the property located in an area where public authorities have or are contemplating condemnation 112 proceedings? 113 Are there any facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or 114 desirability of the property? If yes, please explain below. 115 116 Comments: 117 Seller Owns: 118 119 Mineral Rights: lights:
_____% pass with the land to the Buyer % remain with the Seller unknown 120 121 __ % are owned by third party Are there any oil, gas, or wind leases of record or Other? Please explain: ____ 122 123 Crops planted at the time of sale: 124 pass with the land to the Buyer _____ remain with the Seller 125 _____negotiable 126 _ Other (please describe): _____ 127 128 Tenant's rights apply to the subject property with lease or shares as follows: 129 130 131 132 Water Rights: _____ pass with the land to the Buyer - Permit # _____ 133 _____ remain with the Seller - Permit # 134 135 have been terminated

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Comments: ___

136

137

Buyer's Initials _____

SELLER'S ACKNOWLEDGMENT

Se	140010	411/20		
	Her Seller is Trustain Banky or personal brewlyge of an the about. M	m and his Date	Seller OR	Dat
Sel	ller certifies that the information here ave not occupied this property in	ein is true and correct t	o the best of the Seller's knowled familiar with all conditions repre	lge as of the date signed by S sented in this form.
Sel	ller	Date	Seller	Date
		BUYER'S ACKNOWLED	GMENT AND AGREEMENT	
1.	I personally have carefully inspected Subject to any inspections, I agree t any kind by the Seller or any REALTO	o purchase the propert	y in its present condition without	ged under my contract with So representations or guarante
2.				
3.	I acknowledge that neither Seller no defects in the property. I state that upon by me except as disclosed abo	t no important represe	ntations concerning the condition	n of the property are being re
4.	I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimafter April 14, 1994, to register with the sheriff of the county in which they reside. I have been advised that if I des information regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (Klathttp://www.Kansas.gov/kbi or by contacting the local sheriff's office.			
5.	I acknowledge that McConnell Air Force Base is located within Sedgwick County and is an operational military Air Force base that is open 24 hours a day and activity at that base may generate noise. The volume, pitch, amount and frequency of noise may be affected by future changes in McConnell Air Force Base activity. I have been informed that if I desire information regarding potential for noise caused by the aircraft operations associated with McConnell Air Force Base and its operations may find information by contacting the Metropolitan Area Planning Department.			



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 10.10 +/-Acres 83rd St. S Derby, KS 67037
DOES THE PROPERTY HAVE A WELL? YES NO When the property have a well?
If yes, what type? Irrigation Other Other
Location of Well:
DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES NO &
If yes, what type? Septic Lagoon
Location of Lagoon/Septic Access:
Junchen hours trusty 7/14/20
Owner Date
Owner Date

ADDENDUM _____ (Groundwater)

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

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

The parties are proposing the sale and purchase of certain property, commonly known as: 10.10 +/-Acres 83rd St. S Derby, KS 67037 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): Seller has no knowledge of groundwater contamination or other environmental concerns; or Known groundwater contamination or other environmental concerns are:						
SELLER'S DISCLOSURE (please complete both a and b below) (a) Presence of groundwater contamination or other environmental concerns (initial one): Seller has no knowledge of groundwater contamination or other environmental concerns; or						
(a) Presence of groundwater contamination or other environmental concerns (initial one): Seller has no knowledge of groundwater contamination or other environmental concerns; or						
Seller has no knowledge of groundwater contamination or other environmental concerns; or						
(b) Records and reports in possession of Seller (initial one):						
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 an 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.						
Seller Date Buyer Date						
Seller Date Buyer Date						

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File #:

Property Address: 10.10 +/-Acres 83rd St. S. Derby, KS 67037

WIRE FRAUD ALERT

IMPORTANTI YOUR FUNDS MAY BE AT RISK

SECURITY 15T TITLE DOES NOT SEND WIRE INSTRUCTIONS UNLESS REQUESTED

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

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

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

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

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

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

Your signature below acknowledges receipt of this Wire Fraud Alert			
(Down LEA LIER	
Buyer	*	Seller	

ACKNOWLEDGEMENT OF RECEIPT - YOU MUST SIGN BELOW

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.jc3.gov



Sedgwick County
Register of Deeds - Tonys Buckingham
Doc.#/Flm-Pg: 29966645

Receipt #: 2173913 Pages Recorded: 4

Recording Fee: \$72.00

Cashier: jfieher

Date Recorded: 07/01/2020 04:02:02 PM

Please do not remove this cover page, it has become part of this document

Grantor

SAVOY MARK A LS 788

Grantee

UNPLATTED

Type of Document

PLAT.LTSP

Recording Fees

\$72.00

Mtg Reg Tax

\$0.00

Total Amount

\$72.00

Return Address

KLENDA AUSTERMAN LLC 301 N. MAIN STE 1600

WICHITA, KS 67202



Savoy Company, P.A. Land Surveyors

Land Surveyors
www.savoyco.com

Wichita, Kansas

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

El Dorado, Kansàs

120 N. Main, Suite 3 BJ Dorado, K\$ 67042-2058 Tel. (316) 452-5552 Fax. (316) 452-5682 Kensington, Kansas 129 S. Main, Suite 100 P.O. Box 95 Kensington, KS 66951-9804 Cell. (785) 476-8061

19 June 2020

DESCRIPTIONS

PARCEL A

Commencing at the S.W. Corner of the NE1/4 of Sec. 11, Twp. 29-S, R-1-E of the 6th P.M., Sedgwick County, Kansas; thence S89°55′40″E, along the South line of said NE1/4, 419.81 feet; thence N00°21′20″E, parallel with the West line of said NE1/4, 65.53 feet to the Point of Beginning and being the North Right-of-Way of 83rd St S. as Established by Condemnation Case No. 98C1442; thence continuing N00°21′20″E, 1258.54 feet to the North line of the S1/2 of said NE1/4; thence S89°20′40″E, along said North line, 350 feet; thence S00°21′20″W, 1255.35 feet to said North Right-of-Way line of 83rd St S.; thence S90°W, along said Right-of-Way, 350.00 feet to the Point of Beginning.

PARCEL B

The South Half of the Northeast Quarter (S/2 NE/4) of Section Eleven (11), Township Twentynine (29) South, Range One (1) East of the 6th P.M., EXCEPT the West 419.8 feet thereof and EXCEPT the Wichita-Valley Center Flood Control Right-of-Way and EXCEPT the 83rd St. S. Right-of-Way as Established by Condemnation Case No. 98C1442, Sedgwick County, Kansas AND EXCEPT that part described as Commencing at the S.W. Corner of the NE1/4 of Sec. 11, Twp. 29-S, R-1-E of the 6th P.M., Sedgwick County, Kansas; thence S89°55′40″E, along the South line of said NE1/4, 419.81 feet; thence N00°21′20″E, parallel with the West line of said NE1/4, 65.53 feet to the Point of Beginning and being the North Right-of-Way of 83rd St S. as Established by Condemnation Case No. 98C1442; thence continuing N00°21′20″E, 1258.54 feet to the North line of the S1/2 of said NE1/4; thence S89°20′40″E, along said North line, 350 feet; thence S00°21′20″W, 1255.35 feet to said North Right-of-Way line of 83rd St S.; thence S90°W, along said Right-of-Way, 350.00 feet to the Point of Beginning.





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

Wichita, Kansas 433 S. Hydraulic Wichita, KS 67211-1911 Tel. (316) 265-0005 Pax. (316) 265-0275 Bl Dorado, Kansas 120 N. Main, Suite 3 Bl Dorado, KS 67042-2058 Tel. (316) 452-5552 Fax. (316) 452-5682 Kensington, Kansas 129 S. Main, Suite 100 P.O. Box 95 Kensington, KS 66951-9804 Cell. (785) 476-8061

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1 **XU	•	~	-

Project No 20BB19513 BSR

State of Kansas)		
•) SS	2 m 2 m 2 m 2 m 2 m 2 m 2 m 2 m 2 m 2 m	February 28, 2020
Sedgwick County)		

We, Savoy Company, P.A., Surveyors in aforesaid County and State do hereby certify that, under the supervision of the undersigned, we did on this 28th day of February, 2020, survey the following described property:

Commencing at the S.W. Corner of the NE1/4 of Sec. 11, Twp. 29-S, R-1-E, of the 6th P.M., Sedgwick County, Kansas; thence S89°55′40″E, along the South line of said NE1/4, 419.81 feet; thence N00°21′20″E, parallel with the West line of said NE1/4, 65.53 feet to the Point of Beginning and being the North Right-of-Way of 83rd St. S. as Established by Condemnation Case No. 98C1442; thence continuing N00°21′20″E, 1258.54 feet to the North Line of the S1/2 of said NE1/4; thence S89°28′40″E, along said North line 350.00 feet; thence S00°21′20″V, 1255.35 feet to said North Right-of-Way line of 83rd St. S.; thence S90°W, along said Right-of-way 350.00 feet to the Point of Beginning

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

The accompanying sketch is a true and correct exhibit of said

WOO/ONATO

boundary survey.



Savoy Company, P.A.

Land Surveyors
www.savoyco.com

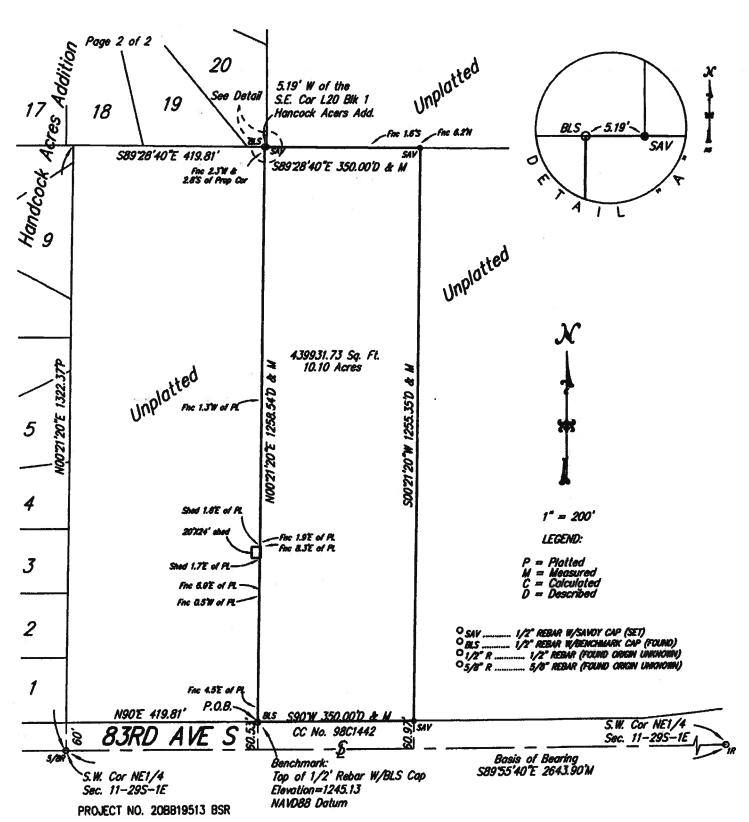
Wichita, Kansas 433 S. Hydraulic Wichita, KS 67211-1911 Tel. (316) 265-0005 Fax. (316) 265-0275

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

El Dorado, Kansas

Kensington, Kansas

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





PRELIMINARY TITLE SEARCH REPORT

Prepared By:
Security 1st Title

727 N. Waco, Suite 300 Wichita, KS 67203 Phone: (316) 267-8371

Fax: (316) 267-8115

Contact: Zayne Bentley

Email: zbentley@security1st.com

Prepared Exclusively For: McCurdy Auction, LLC 12041 E. 13th St. N Wichita, KS 67206 Phone: 316-683-0612 Fax: 316-683-8822

Contact: Kimberly Clare

Email: kclare@mccurdyauction.com;

sfrost@mccurdyauction.com; joxborrow@mccurdyauction.com;

Report No: 2387145

Report Effective Date: July 15, 2020, at 7:30 a.m.

Property Address: 4418 E. 83rd St. S, Derby, KS 67037

This Title Search Report is NOT a commitment to insure and is not to be construed as an Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the specific benefit of **McCurdy Auction**, **LLC**, and as such should not be relied upon by any other party for any Real Estate Transaction. Any and all loss or damage that may occur by reason of any errors and omissions in this Company's Report is limited to \$1,000.00 and the fee it received for the preparation and issuance of this report, if any.

 Fee Simple interest in the Land described in this Report is owned, at the Report Effective Date, by

Bradley J. Mattox

2. The Land referred to in this Report is described as follows:

SEE ATTACHED EXHIBIT A

- 3. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:
 - 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
 - 2. Pay the agreed amount for the estate or interest to be insured.

Title Report No: 2387145

Phone: 316-293-1674, Email: zbentley@security1st.com

- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. In the United States Bankruptcy Court for the District of Kansas at Kansas as Case No. 18-10101, Bradley J. Mattox, Debtor; Notice of Intended Settlement filed May 13, 2019; Order Approving Settlement filed May 29, 2019 wherein subject property to be sold; Motion for Supplemental Order on Objection to Claim of Exemption filed March 2, 2020; Order Granting Motion for Supplemental Order on Objection to Claim of Exemption filed March 17, 2020; Trustee's Application to Employ Auctioneer filed July 15, 2020; We require the following:
 - (a) File proper Order Approving Trustee's Application to Employ Auctioneer wherein McCurdy Auction LLC is employed as auctioneer.
 - (b) Satisfactory Motion and Notice of Sale, with proper certificate of mailing, showing that the sale of the premises in question is free and clear of liens and encumbrances and that same shall attach to and follow the proceeds of the sale.
 - (c) File affidavit of Record Check showing no objections have been filed to proposed sale specified in Motion filed ______.
 - (d) File proper Order Approving Sale, showing that the property is being conveyed free and clear of liens and encumbrances.
 - (e) A Trustee's Deed showing the property is being conveyed free and clear of liens and encumbrances, and further showing that such liens and encumbrances are to attach and follow the proceeds of the sale.
- 6. File a Warranty Deed from Bradley J. Mattox, stating marital status and joined by spouse, if any, to TBD.
- 7. Recording Fees and Information for Kansas Counties:

Deed: \$21.00 (first page) + \$17.00 (each additional page)

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Phone: 316-293-1674, Email: zbentley@security1st.com

Mortgage: \$21.00 (first page) + \$17.00 (each additional page)

Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)

Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional

page)

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

(NOTE: Beginning January 1, 2019, Mortgage Registration Tax is no longer required in the State of Kansas.)

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

NOTE: For documents electronically recorded, there is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.

- 4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any other matters that may arise after the date of this report:
 - 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
 - 2. Rights or claims of parties in possession not shown by the Public Records
 - 3. Easements, or claims of easements, not shown by the Public Records
 - 4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and

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complete survey of the Land or that could be ascertained by an inspection of the Land

- 5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records
- 7. The lien of the General Taxes for the year **2020**, and thereafter.
- 8. General taxes and special assessments for the fiscal year 2016 in the original amount of \$6,081.25.

First Installment: \$2,465.13, PAID

Second Installment: \$3,616.12+, DELINQUENT

Property I.D. # SA-00107-0003

PIN #00309068 (Includes Additional Land)

9. General taxes and special assessments for the fiscal year 2017 in the original amount of \$6,332.55+, DELINQUENT.

Property I.D. # SA-00107-0003

PIN #00309068 (Includes Additional Land)

10. General taxes and special assessments for the fiscal year 2018 in the original amount of \$5,941.48+, DELINQUENT.

Property I.D. # SA-00107-0003

PIN #00309068 (Includes Additional Land)

11. General taxes and special assessments for the fiscal year 2019 in the original amount of \$6,071.06+, DELINQUENT.

Property I.D. # SA-00107-0003 PIN #00309068 (Includes Additional Land)

- 12. An easement for Right-of-Way of 83rd St. South as Established by Condemnation Case No. 98C 1442
- 13. Terms and provisions of the oil and gas lease executed between Marion F. Mattox and Anne Faye Mattox, lessor, and Donald C. Slawson, lessee, filed November 27, 1983, recorded in/on Film 631 Page 1235 as amended on Film 675 Page 395, together with all subsequent assignments and conveyances.

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NOTE: If there is no production of oil and gas <u>from all of the property</u> <u>covered by the above lease</u>; if any set terms including options to renew in the lease have expired; and if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued. Said Affidavit must include the same land covered in the Lease.

14. The matters disclosed by a survey made by Mark A. Savoy on filed July 1, 2020 as Doc.#/Flm-Pg: 29966645.

Dated: July 15, 2020, at 7:30 a.m.

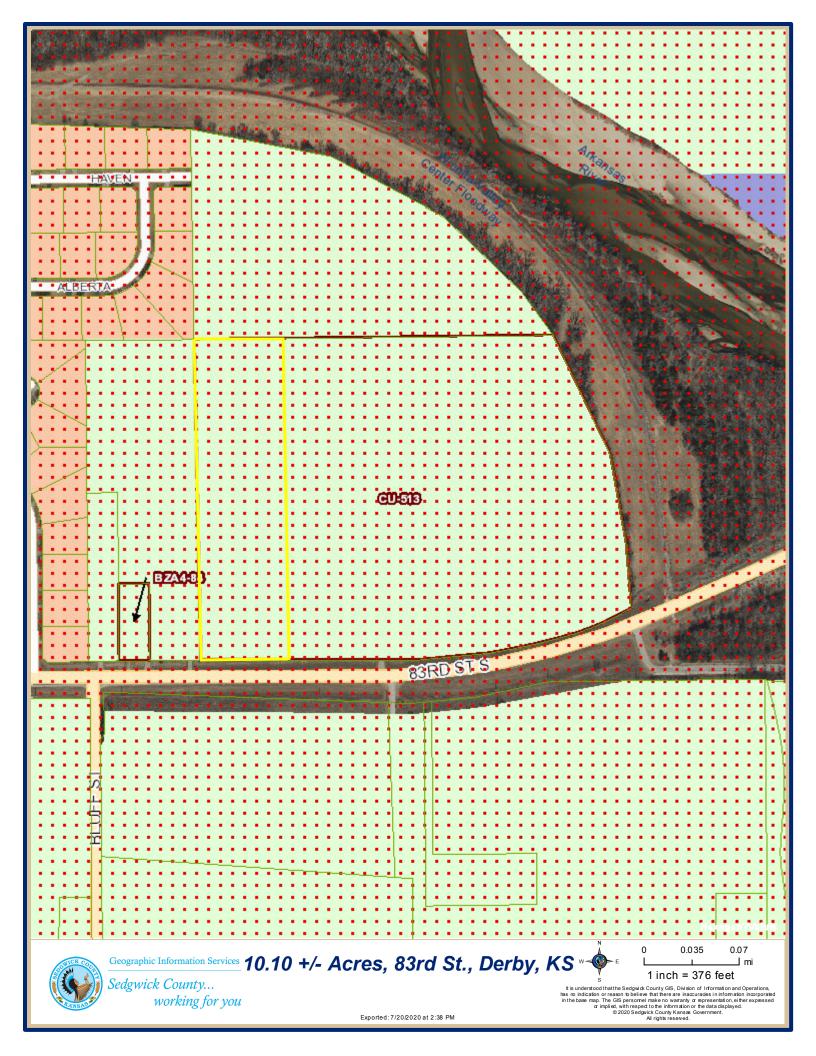
SECURITY 1ST TITLE

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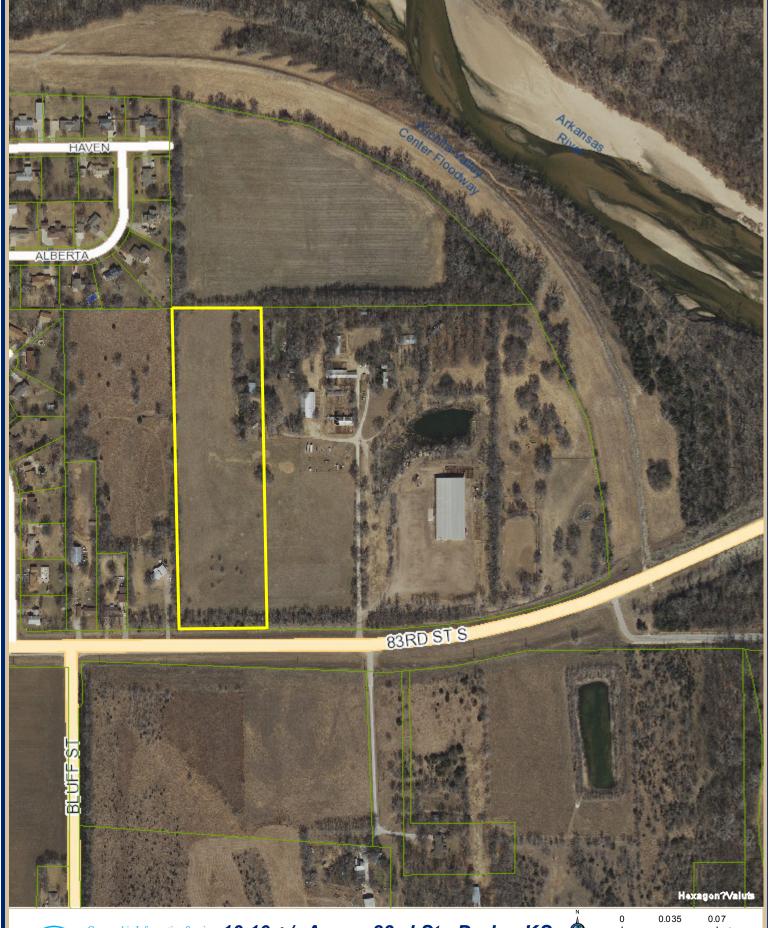
Title Report No: 2387145

EXHIBIT "A"

Commencing at the Southwest Corner of the Northeast Quarter of Section 11, Township 29S, Range 1E, of the 6th P.M., Sedgwick County, Kansas; thence S89° 55' 40" E, along the South line of said Northeast Quarter, 419.81 feet; thence N00° 21' 20"E, parallel with the West line of said Northeast Quarter, 65.53 feet to the point of beginning and being the North Right-of-Way of 83rd St. South as Established by Condemnation Case No. 98C 1442; thence continuing N00° 21' 20"E, 1258.54 feet to the North line of the South Half of Said Northeast Quarter; thence S89° 28' 40" E, along said North line 350.00 feet; thence S00° 21' 20"W, 1255.35 feet to said North Right-of-way line of 83rd St. South; thence S90°W, along said Right-of-way 350.00 feet to the Point of Beginning.



Legend
Flood Plain
Base Flood Approximate
Base Flood Elevations
_
0.0 Bet Appual Chapse
0.2 Pct Annual Chance 0.2 PCT Annual Chance Flood H
V.2 PGT Affilial Charles Flood H
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A
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AE,
AE ELOODWAY
AE, FLOODWAY AE, FLOODWAY
AE, FLOODWAY
AH
AH .
AO
AO
V A
X - Area of Special Consideration
X AREA OF SPECIAL CONSIDE
Χ
▼ X,
Area Not Included



S ANSAS

Geographic Information Services 10.10 +/- Acres, 83rd St., Derby, KS w

Sedgwick County... working for you 1 inch = 376 feet

It is understood that the Sedgwick County GIS, Division of Information and Operations has no indication or reason believe with all here are inaccuracies in information incorporation the base map. The GIS personnel make no warrainly or appreciation, or the express



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. Contracts will be written in the name used to create the online bidding account unless other arrangements are made with McCurdy prior to the auction.
- 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 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.
- 12. Bidder authorizes McCurdy to 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 Real Estate. 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 Real Estate, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.
- 16. McCurdy has the right to establish all bidding increments in a commercially reasonably manner.
- 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.
- 23. When creating an online bidding account, Bidder must provide complete and accurate information. Bidder is solely responsible for maintaining the confidentiality and security of their online bidding account and accepts full responsibility for any use of their online bidding account. In the event that Bidder believes that their online bidder account has been compromised, Bidder must immediately inform McCurdy at info@mccurdyauction. com.
- 24. Bids submitted using the online bidding platform cannot be retracted. Bidder uses the online bidding platform at Bidder's sole risk. McCurdy is not responsible for any errors or omissions relating to the submission or acceptance of online bids. McCurdy makes no representations or warranties as to the online bidding platform's uninterrupted function or availability and makes no representations or warranties as to the online bidding platform's compatibility or functionality with Bidder's hardware or software. Neither McCurdy or any individual or entity involved in creating or maintaining the online bidding platform will be liable for any damages arising out of Bidder's use or attempted use of the online bidding platform, including, but not limited to, damages arising out of the failure, interruption, unavailability, or delay in operation of the online bidding platform.
- 25. The ability to "pre-bid" or to leave a maximum bid prior to the start of the auction is a feature offered solely for Bidder's convenience and should not be construed as a call for bids or as otherwise beginning the auction of any particular lot. Pre-bids will be held by McCurdy until the auction is initiated and will not be deemed submitted or accepted by McCurdy until the auction of the particular lot is formally initiated by McCurdy.
- 26. In the event of issues relating to the availability or functionality of the online bidding platform during the auction, McCurdy may, in its sole discretion, elect to extend the scheduled closing time of the auction.
- 27. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set out in paragraph 6 of these Terms and Conditions by 12:00 p.m. (CST) on the business day following the auction, then Bidder will be in breach of these Terms and Conditions and McCurdy may attempt to resell the Real Estate to other potential buyers. Regardless of whether McCurdy is able to successfully resell the Real Estate to another buyer, Bidder will remain liable to Seller for any damages resulting from Bidder's failure to comply with these Terms and Conditions.
- 28. Bidder may not use the online bidding platform in any manner that is a violation of these Terms and Conditions or applicable law, or in any way that is designed to damage, disable, overburden, compromise, or impair the function of the online bidding platform, the auction itself, or any other party's use or enjoyment of the online bidding platform.

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)





