

# PROPERTY INFORMATION PACKET | THE DETAILS



1.35 +/- Acres at 19<sup>th</sup> St. & Washington Ave | Wichita, KS  
67214

AUCTION: Bidding Ends: Thursday, September 24<sup>th</sup> 2020  
@ 5:00 PM

12041 E. 13th St. N., Wichita, KS, 67206  
316.867.3600 • 800.544.4489  
[www.McCurdyAuction.com](http://www.McCurdyAuction.com)



**McCurdy**  
AUCTION  
REAL ESTATE SPECIALISTS



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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or McCurdy was obtained from a variety of sources and seller and McCurdy have not made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid.

## ALL FIELDS CUSTOMIZABLE



**MLS #** 585765  
**Class** Land  
**Property Type** Vacant Lot  
**County** Sedgwick  
**Area** 418  
**Address** 1.35 +/- Acres 19th St. N. & Washington Ave  
**Address 2**  
**City** Wichita  
**State** KS  
**Zip** 67214  
**Status** Active  
**Contingency Reason**  
**Asking Price** \$0  
**For Sale/Auction/For Rent** Auction  
**Associated Document Count** 0



## GENERAL

<b>List Agent - Agent Name and Phone</b>	BRADEN MCCURDY - OFF: 316-683-0612	<b>List Date</b>	8/13/2020
<b>List Office - Office Name and Phone</b>	McCurdy Auction, LLC - OFF: 316-867-3600	<b>Realtor.com Y/N</b>	Yes
<b>Co-List Agent - Agent Name and Phone</b>		<b>Display on Public Websites</b>	Yes
<b>Co-List Office - Office Name and Phone</b>		<b>Display Address</b>	Yes
<b>Showing Phone</b>	1-800-301-2055	<b>VOW: Allow AVM</b>	Yes
<b>Zoning Usage</b>	Industrial	<b>VOW: Allow 3rd Party Comm</b>	Yes
<b>Parcel ID</b>	00120-710	<b>Sub-Agent Comm</b>	0
<b>Number of Acres</b>	1.35	<b>Buyer-Broker Comm</b>	3
<b>Price Per Acre</b>		<b>Transact Broker Comm</b>	3
<b>Lot Size/SqFt</b>	58964	<b>Variable Comm</b>	Non-Variable
<b>School District</b>	Wichita School District (USD 259)	<b>Virtual Tour Y/N</b>	
<b>Elementary School</b>	Irving		
<b>Middle School</b>	Marshall		
<b>High School</b>	North		
<b>Subdivision</b>	MNONE		
<b>Legal</b>	ODD LOTS 39 TO 53 INC. WASHINGTON AVE. VIOLA ADD.		

## DIRECTIONS

**Directions** E. 21st St. N. & N. Mosley St. - South to Vacant Lots. (Lots between Mosley & Washington, 19th & 18th)

## FEATURES

<b>SHAPE / LOCATION</b>	<b>IMPROVEMENTS</b>	<b>FLOOD INSURANCE</b>	<b>LOCKBOX</b>
Rectangular	Fencing	Unknown	None
<b>TOPOGRAPHIC</b>	<b>OUTBUILDINGS</b>	<b>SALE OPTIONS</b>	<b>AGENT TYPE</b>
Level	None	None	Sellers Agent
<b>PRESENT USAGE</b>	<b>MISCELLANEOUS FEATURES</b>	<b>PROPOSED FINANCING</b>	<b>OWNERSHIP</b>
None/Vacant	None	Other/See Remarks	Corporate
<b>ROAD FRONTAGE</b>	<b>DOCUMENTS ON FILE</b>	<b>POSSESSION</b>	<b>TYPE OF LISTING</b>
Paved	Aerial Photos	At Closing	Excl Right w/o Reserve
<b>UTILITIES AVAILABLE</b>	Ground Water Addendum	<b>SHOWING INSTRUCTIONS</b>	<b>BUILDER OPTIONS</b>
Electricity	Photographs	Call Showing #	Open Builder
Natural Gas	Sellers Prop. Disclosure		
Public Water			
Public Sewer			

## FINANCIAL

<b>Assumable Y/N</b>	No
<b>General Taxes</b>	\$667.78
<b>General Tax Year</b>	2019
<b>Yearly Specials</b>	\$0.00
<b>Total Specials</b>	\$0.00
<b>HOA Y/N</b>	No
<b>Yearly HOA Dues</b>	
<b>HOA Initiation Fee</b>	
<b>Earnest \$ Deposited With</b>	Security 1st Title



## MARKETING REMARKS

**Marketing Remarks** This property is offered by Braden McCurdy with McCurdy Auction, LLC. Office: 316-867-3600 Email: [bmccurdy@mccurdyauction.com](mailto:bmccurdy@mccurdyauction.com). Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | BIDDING OPENS: September 21st at 5:00 pm (cst) | BIDDING CLOSES: Thursday, September 24th Starting at 2:00 pm (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available for preview September 18th, 12-3 pm. ONLINE BIDDING IS AVAILABLE THROUGH SELLER AGENT'S WEBSITE. CLEAR TITLE AT CLOSING, NO BACK TAXES What a great opportunity to purchase five lots all together! The lots are adjacent to each other and total 1.35 +/- acres of commercial land. 5 lots 1.35 +/- total acres Zoned GI General Industrial Located near 19th St. in between N. Mosley St. & Washington Ave No specials Connected to gas, electricity, sewer and public water \*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 \$10,000.

## AUCTION

<b>Auction Date</b>	9/21/2020	<b>Auction Location</b>	<a href="http://www.mccurdyauction.com">www.mccurdyauction.com</a>
<b>Auction Offering</b>	Real Estate Only	<b>Auction Start Time</b>	5:00 PM
<b>1 - Open for Preview</b>	Yes	<b>1 - Open End Time</b>	3:00 PM
<b>Broker Reg Deadline</b>	9/23/2020 by 5:00 PM	<b>Broker Registration Req</b>	Yes
<b>Buyer Premium Y/N</b>	Yes		

## 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 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 Property Address: 1.35 +/- Acres At N. Mosley And Washington Ave - Wichita, KS 67214

2 Seller: Levand-Rudd Properties LLC Date of Purchase: \_\_\_\_\_

3 Property currently zoned as: \_\_\_\_\_

4 Message to the Seller: This statement is a disclosure of the condition of the above described Property known by the SELLER on  
5 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,  
6 and should not be accepted as a substitute for any inspections or warranties the BUYER(S) may wish to obtain. If you know  
7 something important about the Property that is not addressed on the Seller's Property Disclosure, add that information to the  
8 form. Prospective Buyers may rely on the information you provide.

9 Instructions: (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available  
10 supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a  
11 question, use the comment lines to explain.

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

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

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

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

### PART I

Indicate the condition of the following items by marking the appropriate box.  
Check only one box for each item.

None	Does Not Transfer	Working	Not Working	Don't Know
------	-------------------	---------	-------------	------------

#### WATER SYSTEMS

20  
21 ☐ ☐ ☐ ☐ ☒ Well/Pump \_\_\_\_\_  
22 ☐ ☐ ☐ ☐ ☒ Drinking \_\_\_\_\_ Irrigation \_\_\_\_\_  
23 \_\_\_\_\_ Location \_\_\_\_\_  
24 \_\_\_\_\_ Depth \_\_\_\_\_  
25 \_\_\_\_\_ Type \_\_\_\_\_  
26 If on well water, has water ever shown test results of contamination? ☐ Yes ☐ No  
27 Is the property connected to ☐ city ☐ rural water systems?  
28 Rural Water Transfer? ☐ Yes ☐ No Transfer Fee \$ \_\_\_\_\_  
29 ☐ ☐ ☐ ☐ ☒ Cistern \_\_\_\_\_  
30 ☐ ☐ ☐ ☐ ☒ Other \_\_\_\_\_  
31 Comments: \_\_\_\_\_  
32 \_\_\_\_\_

#### DRAINAGE/SEWAGE SYSTEMS

33  
34 ☐ ☐ ☐ ☐ ☒ Sewer Lines \_\_\_\_\_  
35 ☐ ☐ ☐ ☐ ☒ Septic/Laterals \_\_\_\_\_  
36 ☐ ☐ ☐ ☐ ☒ Lagoon \_\_\_\_\_  
37 ☐ ☐ ☐ ☐ ☒ Tank Size \_\_\_\_\_ Location \_\_\_\_\_  
38 ☐ ☐ ☐ ☐ ☒ # Feet of Laterals \_\_\_\_\_  
39 ☐ ☐ ☐ ☐ ☒ Other \_\_\_\_\_  
40 ☐ ☐ ☐ ☐ ☒ Other \_\_\_\_\_  
41 Comments: \_\_\_\_\_  
42 \_\_\_\_\_

Seller's Initials

DDS

Buyer's Initials

**PART II**

Answer questions to the best of your (Seller's) knowledge.

Yes No Don't Know

**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?  
 64 ☐ ☒ Other drainage/sewage systems and their conditions: \_\_\_\_\_  
 65 Comments: \_\_\_\_\_  
 66 \_\_\_\_\_

**BOUNDARIES/LAND**

- 67 ☐ ☐ Have you had a survey of your property?  
 68 ☐ ☐ Are the boundaries of your property marked in any way?  
 69 ☒ ☐ Is there any fencing on the boundary(ies) of the property?  
 70 ☒ ☐ If yes, does the fencing belong to the property?  
 71 ☐ ☐ To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?  
 72 ☐ ☐ Are there any features of the property shared in common with adjoining landowners, such as walls, fences, roads, driveways?  
 73 ☐ ☐ Is this property owner responsible for maintenance of any such shared feature?  
 74 ☐ ☐ Do you know of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability problems that have occurred on the property or in the immediate neighborhood?  
 75 \_\_\_\_\_  
 76 Comments: \_\_\_\_\_  
 77 \_\_\_\_\_  
 78 \_\_\_\_\_

**HOMEOWNER'S ASSOCIATION**

- 79 ☐ ☒ Is the property subject to rules or regulations of any homeowner's association?  
 80 Annual dues \$ \_\_\_\_\_ Initiation Fee \$ \_\_\_\_\_  
 81 ☐ ☒ To your knowledge, are there any problem relating to any common area?  
 82 ☐ ☒ Have you been notified of any condition which may result in an increase in assessments?  
 83 \_\_\_\_\_  
 84 Comments: \_\_\_\_\_  
 85 \_\_\_\_\_

Seller's Initials

DDS

Buyer's Initials



**PART II - Continued**

**Answer questions to the best of your (Seller's) knowledge.**

Yes No Don't Know

**ENVIRONMENTAL CONDITIONS**

To your knowledge, are any of the following substances, materials, or products present on the real property?

86  
87  
88 ☐ ☒  
89 ☐ ☒  
90 ☐ ☒  
91 ☐ ☒  
92 ☐ ☒  
93 ☐ ☒  
94 ☐ ☒  
95 ☐ ☒  
96 ☐ ☒  
97 ☐ ☒  
98 ☐ ☒  
99 ☐ ☒

- Asbestos
- Contaminated soil or water (including drinking water)
- Landfill or buried materials
- Methane gas
- Oil sheers in wet areas
- Radioactive material
- Toxic material disposal (e.g., solvents, chemicals, etc.)
- Underground fuel or chemical storage tanks
- EMFs (Electro Magnetic Fields)
- Gas or oil wells in area
- Other

To your knowledge, are any of the above conditions present near your property?

Comments: \_\_\_\_\_

**MISCELLANEOUS**

To your knowledge:

102  
103  
104 ☐ ☒  
105 ☐ ☒  
106 ☐ ☒  
107 ☐ ☒  
108 ☐ ☒  
109 ☐ ☒  
110 ☐ ☒  
111 ☐ ☒  
112 ☐ ☒  
113 ☐ ☒  
114 ☐ ☒

- Are there any gas/oil wells on the property or adjacent property?
- 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?
- Is there any existing or threatened legal or regulatory action affecting this property?
- 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?
- Are any local, state, or federal agencies requiring repairs, alterations or corrections of any existing conditions?
- Are there any diseased or dead trees or shrubs?
- Is the property located in an area where public authorities have or are contemplating condemnation proceedings?
- Are there any facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property? If yes, please explain below.

Comments: \_\_\_\_\_

Seller Owns:

118  
119 ☐ ☒  
120  
121  
122 ☐ ☒  
123  
124 ☐ ☒

Mineral Rights:

\_\_\_\_\_ % pass with the land to the Buyer \_\_\_\_\_ % remain with the Seller  
\_\_\_\_\_ % are owned by third party \_\_\_\_\_ unknown  
Are there any oil, gas, or wind leases of record or Other? Please explain: \_\_\_\_\_

Crops planted at the time of sale:

\_\_\_\_\_ pass with the land to the Buyer \_\_\_\_\_ remain with the Seller  
\_\_\_\_\_ none \_\_\_\_\_ negotiable  
\_\_\_\_\_ Other (please describe): \_\_\_\_\_

Tenant's rights apply to the subject property with lease or shares as follows: \_\_\_\_\_

Water Rights:

\_\_\_\_\_ pass with the land to the Buyer - Permit # \_\_\_\_\_  
\_\_\_\_\_ remain with the Seller - Permit # \_\_\_\_\_  
\_\_\_\_\_ have been terminated

Comments: \_\_\_\_\_

Seller's Initials

DDS

Buyer's Initials





# WATER WELL INSPECTION REQUIREMENTS City of Wichita

Property Address: 1.35 +/- Acres At N. Mosley And Washington Ave - Wichita, KS

67214

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 DDS

If yes, what type? Irrigation \_\_\_\_\_ Drinking \_\_\_\_\_ Other \_\_\_\_\_

Location of Well: \_\_\_\_\_

DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES \_\_\_\_\_ NO DDS

If yes, what type? Septic \_\_\_\_\_ Lagoon \_\_\_\_\_

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

	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> Authentisign  Darrell D. Swank, Manager  8/13/2020 2:26:06 PM CDT </div>	08/13/2020
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:  
1.35 +/- Acres At N. Mosley And Washington Ave - Wichita, KS 67214

**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)**:

DDS 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)**:

DDS 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.

	Authentisign Darrell D. Swank, Manager	08/13/2020		
Seller	6/13/2020 2:28:10 PM CDT	Date	Buyer	Date
Seller		Date	Buyer	Date

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



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

File #:

Property Address:

1.35 +/- Acres At N. Mosley And  
Wichita, KS 67214

Washington Ave

## 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 \_\_\_\_\_

Authentisign

Darrell D. Swank, Manager

8/13/2020 2:26:11 PM CDT

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>



## PRELIMINARY TITLE SEARCH REPORT

Prepared By:  
**Security 1<sup>st</sup> Title**  
**727 N. Waco, Suite 300**  
**Wichita, KS 67203**  
**Phone: (316) 267-8371**  
**Fax: (316) 267-8115**

Contact: **David Herd**  
Email: **dherd@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: **2394418**

Report Effective Date: **August 18, 2020, at 7:30 a.m.**

Property Address: **No Situs Address, Wichita, KS**

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.

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

**Levand-Rudd Properties, L.L.C., a Kansas limited liability company**

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

**Lots 42, 44, 50 and 52, Mosley Avenue, EXCEPT the West feet thereof for street; and**  
**Lots 39, 41, 43, 45, 47, 49, 51, 53, 55, 57, 59, 61 and 63, Washington Avenue, Viola**  
**Addition to Wichita, Sedgwick County, Kansas.**

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.





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

Any questions regarding this report should be directed to: **David Herd**  
Phone: **316-293-1637**, Email: **dherd@security1st.com**

2. Pay the agreed amount for the estate or interest to be insured.
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. **We have a copy of the Articles of Organization dated December 6, 2000 and a copy of the Second Amended and Restated Operating Agreement dated January 9, 2019 of Levand-Rudd Properties, LLC, a limited liability company. We must be furnished with a copy of any amendments to said documents. We reserve the right to make any additional requirements we deem necessary.**
6. **Any instrument to be executed by Levand-Rudd Properties, LLC must:**
  - a. Be executed in the limited liability company's name, and
  - b. Be signed by LRICO Services, LLC, Manager and Andrea Skibell, Manager, with the separate written consent of the Members. In the alternative, one Manager may sign with the separate written consent of the other Manager.

**NOTE: As of January 1, 2019, the Members were Samantha Rudd; Whitney Skibell and Reid Skibell a/k/a Lindsey Skibell.**

7. **We have a copy of the Articles of Organization dated June 3, 2002 and a copy of the Operating Agreement dated June 4, 2002 and Amended September 30, 2009 of LRICO Services, LLC, a limited liability company. We must be furnished with a copy of any amendments to said documents. We reserve the right to make any additional requirements we deem necessary.**
8. **Any instrument to be executed by LRICO Services, LLC must:**
  - a. Be executed in the limited liability company's name, and
  - b. Be signed by Darrell Swank, Manager and Jason Snider, Manager. In the alternative, one Manager may sign with the separate written consent of the other Manager.
9. **File a Warranty Deed from Levand-Rudd Properties, LLC, a Kansas limited liability company to To Be Determined.**
10. **Recording Fees and Information for Kansas Counties:**



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

Any questions regarding this report should be directed to: **David Herd**

Phone: **316-293-1637**, Email: **dherd@security1st.com**

**Deed:** \$21.00 (first page) + \$17.00 (each additional page)  
**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 1<sup>st</sup> 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 complete survey of the Land or that could be ascertained by an inspection of the Land



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

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Phone: **316-293-1637**, Email: **dherd@security1st.com**

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 2019 in the original amount of \$92.51, PAID**  
Property I.D. # B-01947  
PIN #00120577 (Covers Lots 42 & 44 exc. W 8 ft.)
  9. **General taxes and special assessments for the fiscal year 2019 in the original amount of \$44.83, PAID**  
Property I.D. # B-01948  
PIN #00120579 (Covers Lot 50 exc. W 8 ft.)
  10. **General taxes and special assessments for the fiscal year 2019 in the original amount of \$50.47, PAID**  
Property I.D. # B-01948-0001  
PIN #00120580 (Covers Lot 52 exc. W 8 ft.)
  11. **General taxes and special assessments for the fiscal year 2019 in the original amount of \$292.90, PAID**  
Property I.D. # B-02057-0001  
PIN #00120710 (Covers Odd Lots 39 to 53)
  12. **General taxes and special assessments for the fiscal year 2019 in the original amount of \$186.39, PAID**  
Property I.D. # B-02058  
PIN #00120711 (Covers Odd Lots 55 to 63)
- Note: Tax statements can be downloaded through this [link](#).**
13. **Covenants, conditions and restrictions contained in Film 43, Page 1292 and Film 295, Page 564; Film 295, Page 565; and Certificate of Completion of Improvements filed on Film 652, Page 1029.**
  14. **Rights of parties in possession under unrecorded leases.**



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

Any questions regarding this report should be directed to: **David Herd**  
Phone: **316-293-1637**, Email: **dherd@security1st.com**

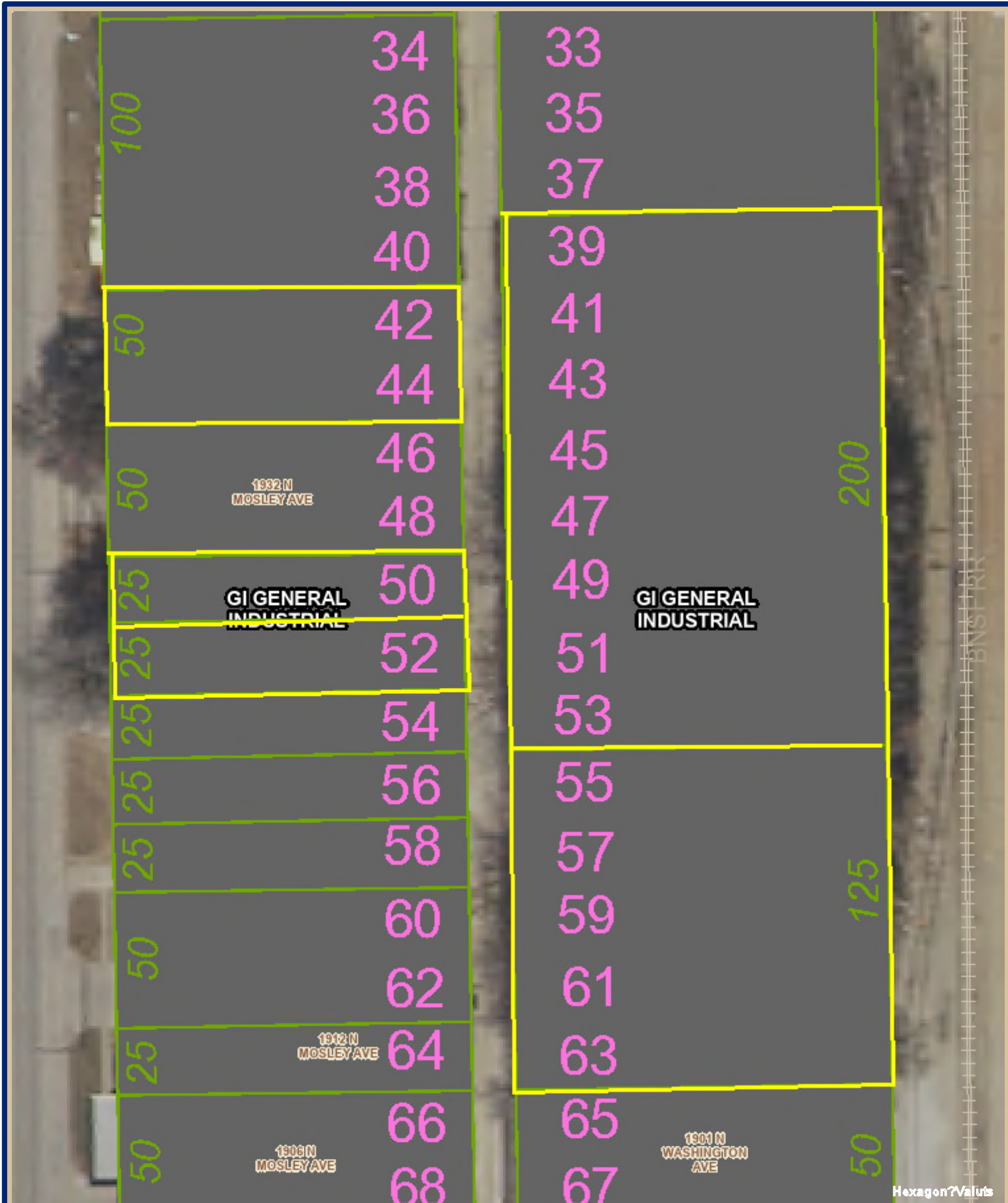
Dated: **August 18, 2020, at 7:30 a.m.**

SECURITY 1<sup>ST</sup> TITLE

By: *Glenn B. Edwards*

LICENSED ABSTRACTER





Geographic Information Services  
Sedgwick County...  
working for you

**1.35 +/- Acres at 19th St. &  
Washington Ave, Wichita, KS**  
**Zoning - GI General Industrial**

Exported: 8/11/2020 at 10:17 AM

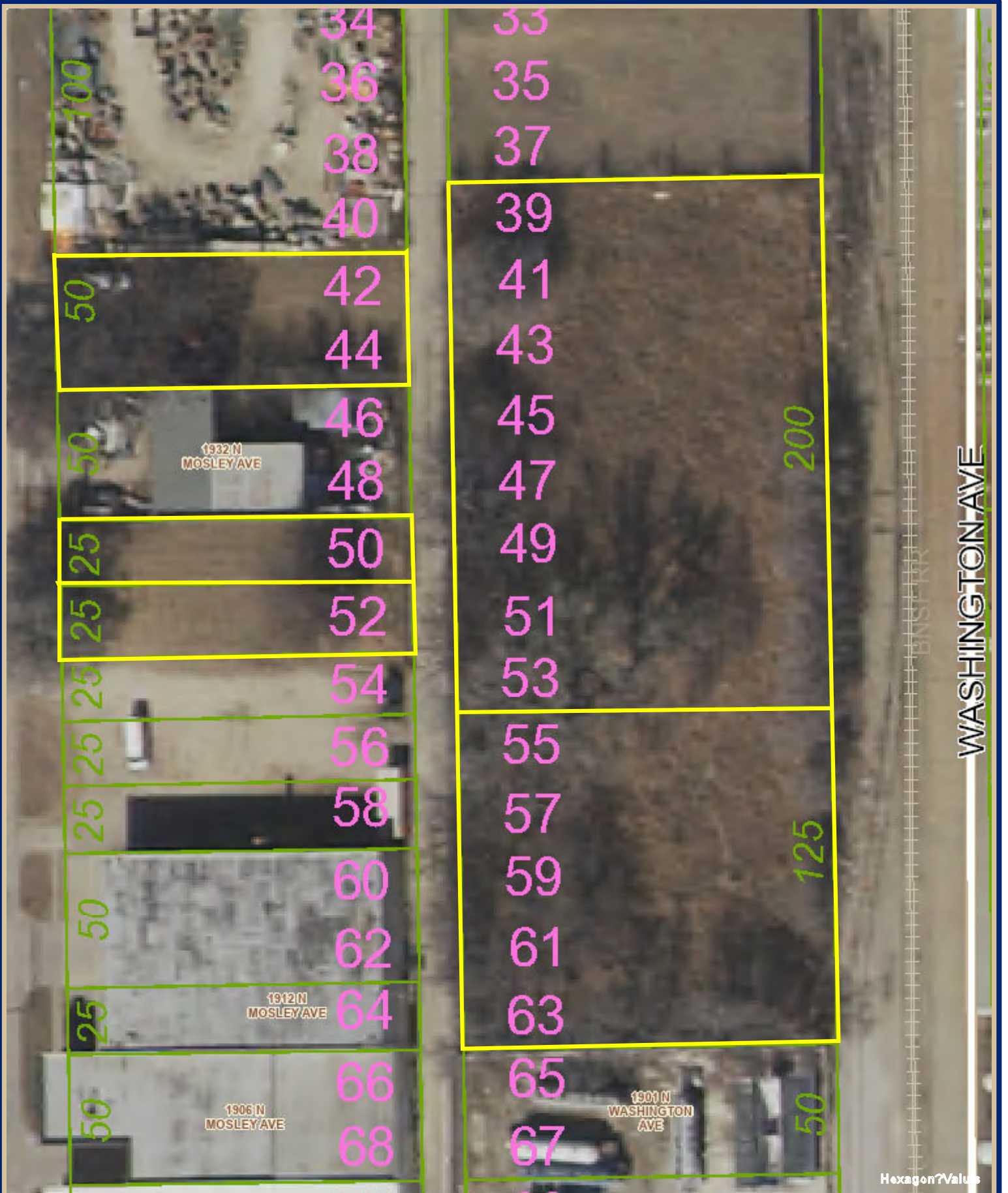


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mi  
1 inch = 47 feet

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map. The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.  
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**1.35 +/- Acres at 19th St. &  
Washington Ave, Wichita, KS**

**Aerial**

Exported: 8/11/2020 at 10:24 AM



Geographic Information Services  
Sedgwick County...  
working for you



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1 inch = 47 feet

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map. The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.  
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# 1.35 +/- Acres at 19th St. & Washington Ave, Wichtia, KS 67214 - Utility Map



## Legend

- ☐ 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: 1,200





## 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, in the event that Bidder is the successful bidder, 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. 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.
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 guests or minors 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. McCurdy reserves 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*)

