# PROPERTY INFORMATION PACKET THE DETAILS



15729 E. 77th St. N. | Benton, KS 67017

AUCTION: Bidding Closes: Thursday, December 3<sup>rd</sup> 2020 @ 2:10 PM

> 12041 E. 13th St. N., Wichita, KS, 67206 316.867.3600 • 800.544.4489 www.McCurdyAuction.com







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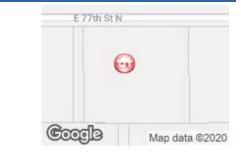
The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer to exercise buyer's own due diligence, investigation,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



**KEYWORDS** 

MLS # 589135 Status Active **Contingency Reason** 801 - NE Suburban SG Area Address 15729 E 77TH ST N City Benton Zip 67017 Asking Price \$0 Picture Count 36



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#### AG Bedrooms 2 Approx. AGLA 1551 4.00 AGLA Source Court House Total Bedrooms AG Full Baths 2 Approx. BFA 1523.00 AG Half Baths 0 **BFA Source** Measured 3 Approx. TFLA 3.074 **Total Baths** 4+ Lot Size/SqFt 444747 **Garage Size** Basement Number of Acres 10.20 Yes - Finished Levels One Story Approximate Age 21 - 35 Years Acreage 10.01 or More GENERAL List Agent - Agent Name and Phone Ty Patton Master Bedroom Level Main List Office - Office Name and Phone McCurdy Auction, LLC - OFF: Master Bedroom Dimensions 12.8 x 12.1 316-867-3600 Master Bedroom Flooring Carpet **Co-List Agent - Agent Name and Phone** Living Room Level Main **Co-List Office - Office Name and Phone Living Room Dimensions** 21.5 x 16.3 **Showing Phone** 1-800-301-2055 Living Room Flooring Wood Year Built 1994 **Kitchen Level** Main Parcel ID 20173-101-01-0-11-00-002.00 **Kitchen Dimensions** 17.9 x 20.4 **School District** Circle School District (USD 375) **Kitchen Flooring** Tile **Elementary School Circle Greenwich** Room 4 Type Bedroom Middle School Circle Room 4 Level Main **High School** Circle **Room 4 Dimensions** 10.2 x 10.7 Subdivision NONE LISTED ON TAX Room 4 Flooring Carpet RECORD Room 5 Type Bedroom W 660 FT E 1320 FT N 660 FT Room 5 Level Basement Legal NE1/4 EXC N 50 FT FOR RD. **Room 5 Dimensions** 9.11 x 12 SEC 1-26-2E **Room 5 Flooring** Carpet 11/9/2020 Room 6 Type List Date Bedroom Room 6 Level **Display Address** Yes Basement Sub-Agent Comm 0 **Room 6 Dimensions** 9.10 x 12 **Buyer-Broker Comm** 3 Room 6 Flooring Carpet Family Room **Transact Broker Comm** 3 Room 7 Type Room 7 Level Basement Variable Comm Non-Variable **Room 7 Dimensions Days On Market** 34.5 x 21.9 Input Date 11/11/2020 1:11 PM Room 7 Flooring Carpet Update Date 11/16/2020 Room 8 Type **Status Date** 11/11/2020 Room 8 Level Price Date 11/11/2020 **Room 8 Dimensions** Room 8 Flooring Room 9 Type Room 9 Level **Room 9 Dimensions Room 9 Flooring** Room 10 Type Room 10 Level **Room 10 Dimensions** Room 10 Flooring Room 11 Type Room 11 Level **Room 11 Dimensions Room 11 Flooring**

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

FIREPLACE

#### DIRECTIONS

Directions (Benton) Andover Rd. & E. 77th St. N. (SW Parallel St.) West to Home.

#### FEATURES

ARCHITECTURE Ranch **EXTERIOR CONSTRUCTION** Frame ROOF Composition LOT DESCRIPTION Standard FRONTAGE Paved Frontage **EXTERIOR AMENITIES** In Ground Pool Swimming Pool Equipment Covered Patio Covered Deck Fence-Chain Guttering **RV** Parking Satellite Dish Security Light Storm Door(s) Storm Windows/Ins Glass Outbuildings GARAGE Attached

### **FLOOD INSURANCE** Unknown UTILITIES Lagoon Propane Gas Private Water **BASEMENT / FOUNDATION** View Out Walk Out Below Grade **BASEMENT FINISH** 2 Bedroom 1 Bath Bsmt Rec/Family Room COOLING Central Electric HEATING Forced Air Propane-Owned **DINING AREA** Kitchen/Dining Combo Living/Dining Combo

One Living Room Gas Two Way **KITCHEN FEATURES** Desk Island Electric Hookup Quartz Counters APPLIANCES Dishwasher Microwave Range/Oven MASTER BEDROOM Master Bdrm on Main Level Sep. Tub/Shower/Mstr Bdrm Two Sinks **Granite Counters** LAUNDRY Main Floor Separate Room 220-Electric

**INTERIOR AMENITIES** Ceiling Fan(s) Closet-Walk-In Hardwood Floors **Owned Water Softener** POSSESSION At Closing PROPOSED FINANCING Other/See Remarks WARRANTY No Warranty Provided OWNERSHIP Individual **PROPERTY CONDITION REPORT** No **DOCUMENTS ON FILE** Ground Water SHOWING INSTRUCTIONS Appt Req-Call Showing # LOCKBOX None TYPE OF LISTING Excl Right w/o Reserve AGENT TYPE Sellers Agent

### Detached

### FINANCIAL

Assumable Y/NNoCurrently Rented Y/NNoRental Amount\$4,389.28General Property Taxes\$4,389.28General Tax Year2019Yearly Specials\$7.80Total Specials\$7.80

HOA Y/N No Yearly HOA Dues HOA Initiation Fee Home Warranty Purchased Unknown Earnest \$ Deposited With Security 1st Title

### MARKETING REMARKS

Marketing Remarks This property is offered by Ty Patton with McCurdy Auction, LLC. Office: 316-867-3600 Email: tpatton@mccurdyauction.com. Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | BIDDING OPENS: Friday, November 13th, 2020 at 2:00 PM (cst) | BIDDING CLOSES: Thursday, December 3rd, 2020 at 2:10 PM) (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES ONLINE ONLY !!! Beautiful Benton home in the desirable Circle School District! This ranch home sits on 10.21 +/- acres featuring a 24 x 56 detached garage and a 40 x 60 metal outbuilding. The home provides 4 bedrooms, 3 bathrooms, a finished basement, an attached garage, and an in-ground pool. Exterior Features: 10.21 +/- acres I arge paved driveway Covered front porch Attached 2-car garage Covered deck & patio in the backyard In-ground pool Hot tub 24 x 56 detached garage with 4 overhead doors and access to the pool area and driveway Covered outside kitchen set up with a refrigerator 40 x 60 metal outbuilding Open-faced storage shed Per seller, drinking well with a brand new \$9,000 +/purification system and air purification system Main Floor Interior Features: Living/dining room combination with wood floors, neutral paint colors and white trim Kitchen/dining room combination with tile backsplash, cooktop, and stainless steel appliances: Primary bedroom with vaulted ceiling, ensuite with double sinks, tub, and walk-in double wall ovens, dishwasher, and microwave. 2nd full bathroom with a tub/shower combination Walk-out Interior Basement Features: 2nd bedroom shower Large 3rd & 4th bedroom 3rd full bathroom with a walk-in shower What a great family/rec room with outside patio access opportunity to purchase a home with over 3,000 square feet on over 10 acres with 4+ garage space! Per seller, County Records for finished living area do not reflect entire finished living space. Basement finished living area provided is measured and approximate. \*Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or seller's agents was obtained from a variety of sources and neither seller nor seller's agents have made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. 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 \$15,000.

### AUCTION

#### **TERMS OF SALE**

Terms of Sale

### PERSONAL PROPERTY

**Personal Property** 

#### ADDITIONAL PICTURES











Method of Auction

**Auction Start Time** 

**Buyer Premium Y/N** 

Earnest Money Y/N

1 - Open for Preview

1 - Open Start Time

Auction Offering

Online Only

2:00 PM

Yes

Yes

Real Estate Only

















































### 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.











# WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 15729 E. 77th St. N. And Add. Lot -	Benton, KS 67017
DOES THE PROPERTY HAVE A WELL? YES NO	
If yes, what type? Irrigation Drinking Other	
Location of Well: N/A	
DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES	NO
If yes, what type? Septic Lagoon	
Behind house	
fle cel:	11-09-2020
Authentisow	Date
Lora Smajlovic	10/01/2020
Owtper2020 9:21:16 PM CDT	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: 15729 E. 77th St. N. And Add. Lot - Benton, KS 67017

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:

(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 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.

l'a A	1 11-9-20		
Server Lora Smajlovic	10/01/2020	Buyer	Date
Seller Seller	Date	Buyer	Date

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

Form #2539

Instan@t



File #:

**Property Address:** 

15729 E. 77th St. N. And Add. Lot Benton, KS 67017

# WIRE FRAUD ALERT

# IMPORTANT! YOUR FUNDS MAY BE AT RISK

### \*\*SECURITY 1ST 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\*\*\*

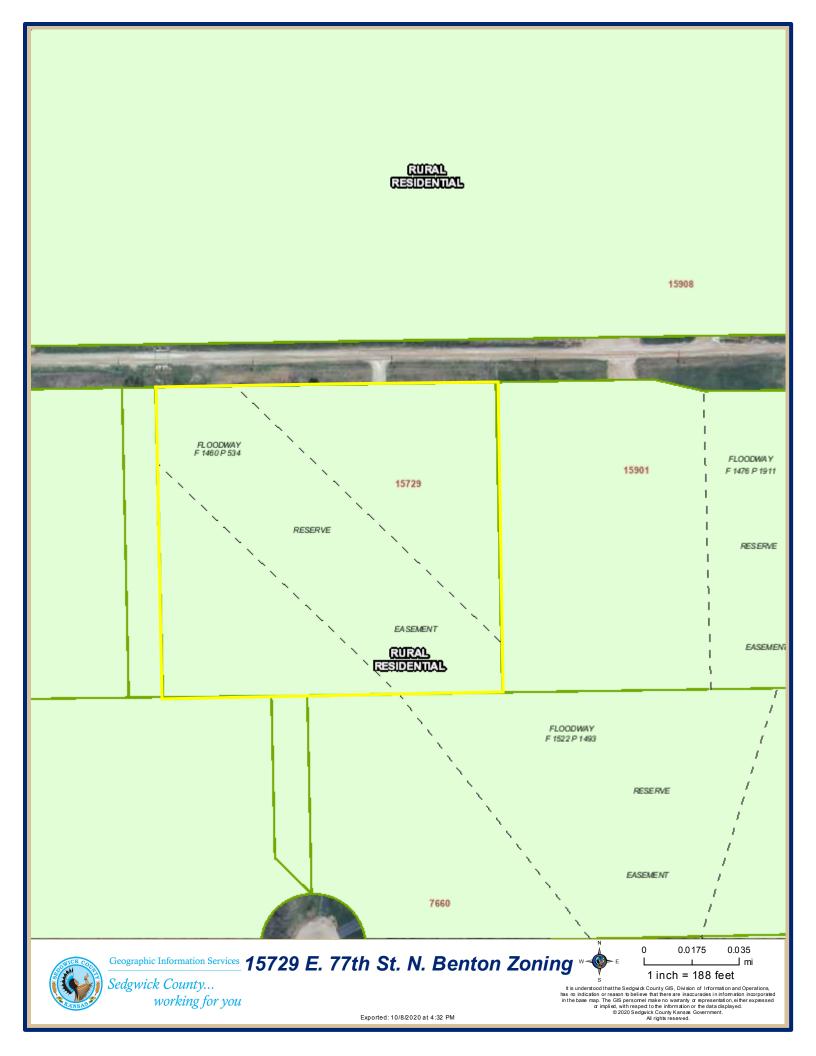
In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- 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.

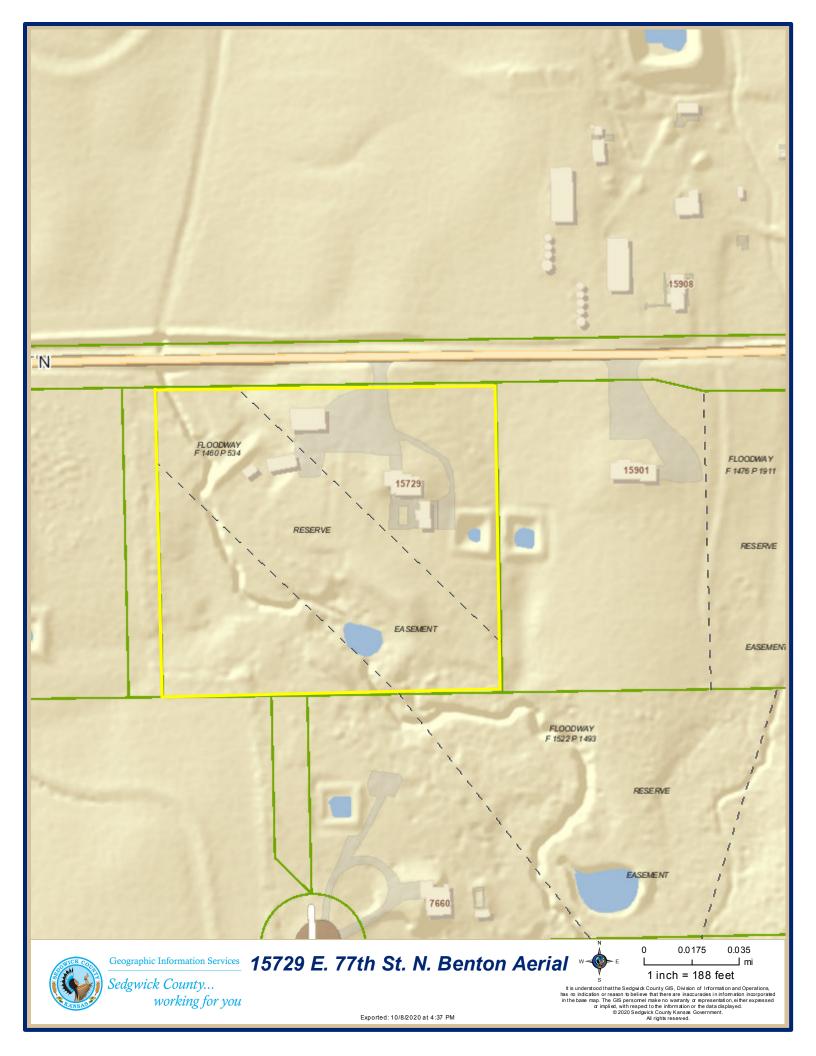
	ACKNOWLEDGEMENT OF RECE	IPT - YOU MUST SIGN BELOV	V
	Your signature below acknowledge	s receipt of this Wire Fraud Aleri	
		(1 All.s	Lora Smajlovic
Buyer		Seller	- 10/1/2020 9:22:22 PM CDT
-		<pre>//</pre>	

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



Legend
Flood Plain
Base Flood Approximate
:
Base Flood Elevations
1
0.2 Pct Annual Chance
0.2 PCT Annual Chance Flood H
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AE
AE.
AE, FLOODWAY
📈 AE, FLOODWAY
АН
AH
AO
AO
X - Area of Special Consideration
XAREA OF SPECIAL CONSIDE
Х
×
Area Not Included





# **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.
- The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, 2. "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-bycase 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.

V (12/19)

# 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*)





12041 E. 13th St. N., Wichita, Kansas 67206 316.683.0612 | 800.544.4489 www.McCurdyAuction.com

