

# PROPERTY INFORMATION PACKET | THE DETAILS



**1602 W. 51<sup>st</sup> St. N. | Wichita, KS 67204**

AUCTION: BIDDING OPENS: Thurs, Sept 2<sup>nd</sup> @ 2:00 PM

BIDDING CLOSES: Thurs, Sept 16<sup>th</sup> @ 2:20 PM

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



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



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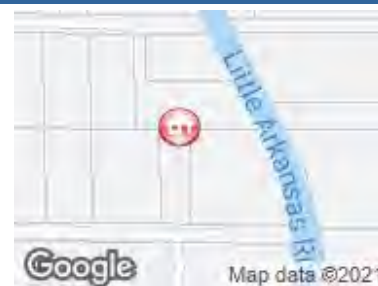
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer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

## ALL FIELDS CUSTOMIZABLE



**MLS #** 601447  
**Status** Active  
**Contingency Reason**  
**Area** 318  
**Address** 1602 W 51st St. N.  
**Address 2**  
**City** Wichita  
**Zip** 67204  
**Asking Price** \$0  
**Original Price** \$0  
**Picture Count** 36



## KEYWORDS

<b>AG Bedrooms</b>	3	<b>Acreage</b>	1.01 - 5 Acres
<b>Total Bedrooms</b>	3.00	<b>Approx. AGLA</b>	1344
<b>AG Full Baths</b>	2	<b>AGLA Source</b>	Court House
<b>AG Half Baths</b>	0	<b>Approx. BFA</b>	0.00
<b>Total Baths</b>	2	<b>BFA Source</b>	Court House
<b>Garage Size</b>	0	<b>Approx. TFLA</b>	1,344
<b>Basement</b>	None	<b>Lot Size/SqFt</b>	108900
<b>Levels</b>	One Story	<b>Number of Acres</b>	2.50
<b>Approximate Age</b>	81+ Years		

## GENERAL

<b>List Agent - Agent Name and Phone</b>	Megan Rae Niedens - OFF: 316-683-0612	<b>Kitchen Level</b>	Main
<b>List Office - Office Name and Phone</b>	McCurdy Auction, LLC - OFF: 316-867-3600	<b>Kitchen Dimensions</b>	9.5 x 13.5
<b>Showing Phone</b>	1-800-301-2055	<b>Kitchen Flooring</b>	Tile
<b>Year Built</b>	1930	<b>Room 4 Type</b>	Bedroom
<b>Parcel ID</b>	08709-419-0-12-04-008.00	<b>Room 4 Level</b>	Main
<b>School District</b>	Wichita School District (USD 259)	<b>Room 4 Dimensions</b>	11.7 x 10
<b>Elementary School</b>	Earhart	<b>Room 4 Flooring</b>	Laminate - Other
<b>Middle School</b>	Pleasant Valley	<b>Room 5 Type</b>	Bedroom
<b>High School</b>	Heights	<b>Room 5 Level</b>	Main
<b>Subdivision</b>	ORMISTON 2ND	<b>Room 5 Dimensions</b>	10.3 x 9.7
<b>Legal</b>		<b>Room 5 Flooring</b>	Carpet
<b>Realtor.com Y/N</b>	Yes	<b>Room 6 Type</b>	Sun Room/Atrium
<b>Display on Public Websites</b>	Yes	<b>Room 6 Level</b>	Main
<b>Display Address</b>	Yes	<b>Room 6 Dimensions</b>	7.2 x 35.10
<b>VOW: Allow AVM</b>	Yes	<b>Room 6 Flooring</b>	Carpet
<b>VOW: Allow 3rd Party Comm</b>	Yes	<b>Room 7 Type</b>	Dining Room
<b>Sub-Agent Comm</b>	0	<b>Room 7 Level</b>	Main
<b>Buyer-Broker Comm</b>	3	<b>Room 7 Dimensions</b>	15.3 x 13.7
<b>Transact Broker Comm</b>	3	<b>Room 7 Flooring</b>	Laminate - Other
<b>Variable Comm</b>	Non-Variable	<b>Room 8 Type</b>	
<b>Virtual Tour Y/N</b>		<b>Room 8 Level</b>	
<b>Master Bedroom Level</b>	Main	<b>Room 8 Dimensions</b>	
<b>Master Bedroom Dimensions</b>	15.2 x 15.5	<b>Room 8 Flooring</b>	
<b>Master Bedroom Flooring</b>	Wood	<b>Room 9 Type</b>	
<b>Living Room Level</b>	Main	<b>Room 9 Level</b>	
<b>Living Room Dimensions</b>	20.11 x 15.8	<b>Room 9 Dimensions</b>	
<b>Living Room Flooring</b>	Wood	<b>Room 9 Flooring</b>	

## DIRECTIONS

**Directions** W. 53rd St. N. & N. Seneca St. - West to Legion St., South to W. 51st St. N., East to Home.

## FEATURES

<b>ARCHITECTURE</b> Ranch	<b>FLOOD INSURANCE</b> Unknown	<b>KITCHEN FEATURES</b> Eating Bar Electric Hookup	<b>POSSESSION</b> At Closing
<b>EXTERIOR CONSTRUCTION</b> Frame w/Less than 50% Mas	<b>UTILITIES</b> Septic Natural Gas Private Water	<b>APPLIANCES</b> Disposal Microwave	<b>PROPOSED FINANCING</b> Other/See Remarks
<b>ROOF</b> Composition	<b>BASEMENT / FOUNDATION</b> None	<b>MASTER BEDROOM</b> Master Bdrm on Main Level	<b>WARRANTY</b> No Warranty Provided
<b>LOT DESCRIPTION</b> River/Creek Wooded	<b>BASEMENT FINISH</b>	<b>Tub/Master Bedroom</b>	<b>OWNERSHIP</b> Individual
			<b>PROPERTY CONDITION REPORT</b>

## FEATURES

Waterfront w/Access	None	<b>AG OTHER ROOMS</b>	No
<b>FRONTAGE</b>	<b>COOLING</b>	Guest Quarters	<b>DOCUMENTS ON FILE</b>
Unpaved Frontage	Central	Sun Room	Ground Water
<b>EXTERIOR AMENITIES</b>	Electric	<b>LAUNDRY</b>	Lead Paint
Fence-Chain	<b>HEATING</b>	Main Floor	<b>SHOWING INSTRUCTIONS</b>
Security Light	Forced Air	220-Electric	Appt Req-Call Showing #
Sidewalks	Gas	<b>INTERIOR AMENITIES</b>	<b>LOCKBOX</b>
Storage Building(s)	<b>DINING AREA</b>	Fireplace Doors/Screens	Combination
Storm Door(s)	Formal	Hardwood Floors	<b>TYPE OF LISTING</b>
Storm Windows/Ins Glass	<b>FIREPLACE</b>	Vaulted Ceiling	Excl Right w/o Reserve
Other/See Remarks	One	Window Coverings-All	<b>AGENT TYPE</b>
<b>GARAGE</b>	Woodburning		Sellers Agent
None			

## FINANCIAL

<b>Assumable Y/N</b>	No	<b>HOA Y/N</b>	No
<b>Currently Rented Y/N</b>	No	<b>Yearly HOA Dues</b>	
<b>General Property Taxes</b>	\$1,256.76	<b>HOA Initiation Fee</b>	
<b>General Tax Year</b>	2020	<b>Home Warranty Purchased</b>	Unknown
<b>Yearly Specials</b>	\$15.60	<b>Earnest \$ Deposited With</b>	Security 1st Title
<b>Total Specials</b>	\$15.60		
<b>Rental Amount</b>			

## MARKETING REMARKS

**Marketing Remarks** This property is offered by Megan McCurdy Niedens with McCurdy Auction, LLC. Office: 316-867-3600 Email: mniedens@mccurdyauction.com. Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | BIDDING OPENS: Thursday, September 2nd, 2021 at 2:00 PM (cst) | BIDDING CLOSES: Thursday, September 16th, 2021 at 2:20 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!!! This 2.5-acre property features a 3 bedroom, 2.5 bathroom home and a 2 bedroom, 1 bathroom guest home on the Arkansas River!!! You can get the feel of country living, surrounded by the wooded areas, yet are within minutes of the city amenities. The main home has a wall of windows as you enter the front door into the sunroom with a fireplace. Beyond that is the large living room with hardwood flooring that opens up to the formal dining room and kitchen. The kitchen has an eating bar, laundry space, and includes the microwave. The formal dining room has built-in shelves and a full bathroom with a tub/shower combination. There are three bedrooms including the spacious primary bedroom with an ensuite with a tub. At the back of the home is a second sunroom with outside access. The second home (guest quarters) features a covered front porch, carport, and storage shed. Inside the home is a living room/kitchen combination, two bedrooms, and a full bathroom. This home is in need of some TLC. Don't miss this opportunity to purchase a property on the Arkansas River!!! This property is being offered with the adjacent property at 1608 W. 51st St. N., Wichita, KS 67204. Personal use well and septic were inspected by the City of Wichita and passed inspection. The water well meets safe drinking standards. \*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

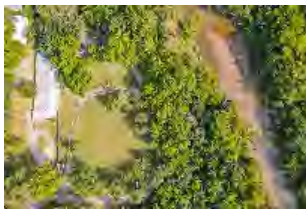
<b>Type of Auction Sale</b>	Reserve	<b>Premium Amount</b>	0.10
<b>Method of Auction</b>	Online Only	<b>Earnest Money Y/N</b>	Yes
<b>Auction Location</b>	www.mccurdyauction.com	<b>Earnest Amount %/\$</b>	10,000.00
<b>Auction Offering</b>	Real Estate Only	<b>1 - Open for Preview</b>	
<b>Auction Date</b>	9/2/2021	<b>1 - Open/Preview Date</b>	
<b>Auction Start Time</b>	2:00 PM	<b>1 - Open Start Time</b>	
<b>Broker Registration Req</b>	Yes	<b>1 - Open End Time</b>	
<b>Buyer Premium Y/N</b>	Yes		

## 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 2021 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

## INVESTMENT PROPERTY DETAILS

Property Address: 1602 W 51st St N - Wichita, KS 67204 (the "Real Estate")

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

**Occupancy:** ☐ Tenant-Occupied ☐ Owner-Occupied ☒ Vacant

Lease information (if applicable):

Written Lease: ☐ Yes ☒ No

Rent Amount: \_\_\_\_\_

Deposit Amount: \_\_\_\_\_

Term of Lease: ☐ Month-to-Month ☐ Fixed Expiration Date (Please provide date): \_\_\_\_\_

Tenant current on rent: ☐ Yes ☐ No

**Utilities:**

Utility Provider/Company

Utility On or Off

Electric:

Evergy

☒ On ☐ Off

Water & Sewer:

Well & Septic

☒ On ☐ Off

Gas/Propane:

☐ On ☐ Off

Propane tank information (if applicable): ☐ Owned ☐ Leased

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

\_\_\_\_\_

Other:

☐ On ☐ Off

Have any utility meters been removed? ☐ Yes ☐ No ☒ Unknown

If yes, please provide details:

\_\_\_\_\_

Separate Meters: ☐ Yes ☐ No ☒ Not applicable

If yes, please provide details (e.g. separate electric meters, one gas meter):

\_\_\_\_\_

**Code Violations:** ☐ Yes ☒ No ☐ Unknown

If yes, please provide details:

\_\_\_\_\_



Homeowners Association:

Dues Amount:

N/A

☐ Yearly ☐ Monthly ☐ Quarterly

Initiation Fee:

Appliances Transferring with the Real Estate:

Refrigerator	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> None
Dishwasher	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> None
Stove/Oven	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> None
Microwave	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> None
Washer	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> None
Dryer	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> None

Are there any permanently attached items that will not transfer with the Real Estate (e.g. theatre projector, chandelier, etc.) (if none, write "none")?

Seller has been advised and understands that the law requires disclosure of any actual known material defect in the Real Estate to prospective buyers and that failure to do so may result in civil liability for damages. Seller accordingly discloses the following actual known material defects (if none, write "none"):

Potential mold, moisture & termite damage.

W.  
8/23/21

(Remainder of this page intentionally left blank)



By signing below, Seller represents that above information is true and correct to the best of Seller's knowledge.

**SELLER:**

Victor King 8/23/21  
Signature Date  
Victor King  
Print  
POA For Douglas A King  
Title Company

\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Print  
\_\_\_\_\_  
Title Company

By signing below, Buyer acknowledges that no Seller's Property Disclosure is available for the Real Estate and that it was Buyer's responsibility to review the above-provided information and to have any and all desired inspections completed prior to bidding on the Real Estate and that Buyer has either reviewed the above-provided information and performed all desired inspections or accepts the risk of not having done so.

**BUYER:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

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

Property Address 1602 & 1608 W 51st St N - Wichita, KS 67204

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**SELLER'S DISCLOSURE (please complete both a and b below)**

(a) Presence of lead-based paint and/or lead-based paint hazards (*initial one*):

X Seller has no knowledge of lead-based paint and/or lead based paint hazards in the housing; *or*  
\_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(b) Records and Reports available to the Seller (*initial one*):

X Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing; *or*  
\_\_\_\_\_ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):

**BUYER'S ACKNOWLEDGMENT (please complete c, d, and e below)**

\_\_\_\_\_ (c) Buyer has received copies of all information listed above. (*initial*)

\_\_\_\_\_ (d) Buyer has received the pamphlet *Protect Your Family from Lead Paint in Your Home*. (*initial*)

(e) Buyer has (*initial one*):

\_\_\_\_\_ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; *or*  
\_\_\_\_\_ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**AGENT'S/LICENSEE'S ACKNOWLEDGMENT (initial below)**

MKW (f) Agent/Licensee has informed the Seller of the Seller's obligation under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

**CERTIFICATION OF ACCURACY**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller

Date

Buyer

Date

Seller

Date

Buyer

Date

Agent/Licensee

Date

Agent/Licensee

Date

5/03

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

Form # 2534

**Instant  
forms**



# WATER WELL INSPECTION REQUIREMENTS City of Wichita

Property Address: 1602 W 51st St N - Wichita, KS 67204

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 X NO h

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

Location of Well: By Driveway

DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES X NO h

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

Location of Lagoon/Septic Access: Front yard

Owner Victor King POA

Date 8/23/21

Owner \_\_\_\_\_

Date \_\_\_\_\_



**PUBLIC WORKS & UTILITIES  
ENVIRONMENTAL HEALTH DIVISION**

*Protecting People, Preserving the Environment*  
455 N Main St, 7<sup>th</sup> Floor, Wichita, KS, 67202-1620  
Telephone (316) 268-8351 Fax (316) 858-7787  
E-Mail: [WaterQuality@wichita.gov](mailto:WaterQuality@wichita.gov) Web: [www.wichita.gov](http://www.wichita.gov)

**INSPECTION REPORT for: 1600 / 1602 W 51st St N, Wichita KS 67204**

**SECTION I: SEWAGE DISPOSAL**

PRIVATE SEWER SYSTEM: Septic System ☒ Lagoon ☐ PUBLIC SEWER USED; SKIP TO SECTION II ☐

**Onsite Sewage System:** The property owner is responsible for the proper use and maintenance of the private sewer system. A permit must be obtained before performing any repair, replacement or modification to any onsite sewage system.

- ☒ Sewage System Permit on file: this system was inspected and approved for use after being installed on **1976**.
- ☐ No Sewage Permit on file: the City of Wichita has no record of this system on file. It is not known if this system was constructed to meet minimum standards or located appropriately according to code.
- ☒ Environmental Health recommends that the septic tank be pumped out by a licensed liquid waste operator within the last two years. A tank defect or excess accumulated solids in the tank can lead to septic system failure requiring complete replacement of the system. Date last pumped: **Unknown** By: **PUMPER**.

**Inspection<sup>1</sup> Date(s):** 8/30/2021

*Septic System*

- |   | Yes                                 | No                       | Not Observed                        | Not Applicable           |
|---|-------------------------------------|--------------------------|-------------------------------------|--------------------------|
| • Area of septic system appears free of surfacing discharge.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |                          |
| • All wastewater appears to be discharged into septic system. | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                          |
| • Sink and toilet appear to drain easily.                     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |                          |
| • All water wells appear to be at least 50-feet from system.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |

*Lagoon*

- |  |                          |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| • Lagoon is free of excess vegetation, tall weeds, and trees.        | <input type="checkbox"/> | <input type="checkbox"/> |                          |                          |
| • Dikes are in good condition with no ditches or overflow.           | <input type="checkbox"/> | <input type="checkbox"/> |                          |                          |
| • Fence around lagoon is properly constructed and in good condition. | <input type="checkbox"/> | <input type="checkbox"/> |                          |                          |
| • Sink and toilet appear to drain easily.                            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| • All wastewater appears to discharge into lagoon.                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| • All water wells appear to be at least 100-feet from the lagoon.    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Notes:**

<sup>1</sup>This inspection serves only to provide a visual assessment of the condition of the onsite sewage system at the time of the inspection, and should not be construed as a certification of future system function. Because most sewage system components are located below the ground, the condition of sewer lines, lateral lines, and the integrity of the septic tank (if full) cannot be assessed. Signs of sewage system failure may not be apparent when a house has been vacant or has very low sewage output.



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**SECTION II: WATER SOURCES**

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PUBLIC WATER SUPPLY ☐NUMBER OF WATER WELLS: 1

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The property owner is responsible for the proper maintenance all wells including compliance with construction and location standards and disinfection of personal use water systems, if necessary. Environmental Health will collect water samples from a personal use well only if the well is constructed properly.

**Water Well Type:** Personal Use Well: 1

Irrigation Well: 1

Plugged: 0

Geothermal/HVAC: 0

**Inspection Date(s):** 8/30/2021

<b>Meets Requirements:</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
Well(s) meet(s) construction and location standards	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Well(s) properly plugged	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Located within an identified groundwater contamination area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Notes:** Well met ordinance requirements at time of inspection.**Water Testing Results:** Not Applicable ☐ Pass ☒ Fail/Retest Required ☐ (see below)

Bacteria and nitrate tests as conducted are NOT representative of chemical or mineral quality.

**Nitrates:** Date(s): 8/30/2021 8.5 mg/L Sample source: Kitchen

The EPA has established the following guidelines for the use of water with known nitrate content. Boiling water or treatment through a water softener will NOT reduce the nitrate level. Some reverse osmosis, ion exchange, and distillation units may effectively treat the water, but regular maintenance of the unit is essential. Periodic testing of the water is recommended.

☒ Below 10 mg/L: Safe for humans and livestock (meets safe drinking water standard for nitrates).☐ Above 10 mg/L: Humans and some livestock at risk, especially those in high risk category (very young, elderly, pregnant, or immune-compromised). Alternate water supply or water treatment to reduce nitrates for drinking and/or cooking is required.**Bacteria:** Date(s): 8/30/2021☒ **Safe;** Coliform bacteria absent.☐ **Unsafe;** Coliform bacteria present. Shock chlorination required.**Notes:**

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**SECTION III: CONCLUSION**

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☒ The onsite sewage system appears to be acceptable at this time; no defects or malfunctions were observed.☒ The location and well head completion of the private water well(s) appear to be acceptable at this time.☒ See "Water Testing Results" in Section II for personal use well(s).☐ Other**Inspector:** Jesse Nichols #H2025**Date:** 9/2/2021**Signature:**

**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:  
1602 & 1608 W 51st St N - Wichita, KS 67204

**The parties are advised to obtain expert advice in regard to any environmental concerns.**

**SELLER'S DISCLOSURE (please complete both a and b below)**

(a) Presence of groundwater contamination or other environmental concerns **(initial one)**:

X 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)**:

X 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.

[Signature] \_\_\_\_\_  
Seller 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:

1602 & 1608 W 51st St N

Wichita, KS 67204

## WIRE FRAUD ALERT

### IMPORTANT! YOUR FUNDS MAY BE AT RISK

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

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

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

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

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

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

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

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

Your signature below acknowledges receipt of this Wire Fraud Alert.

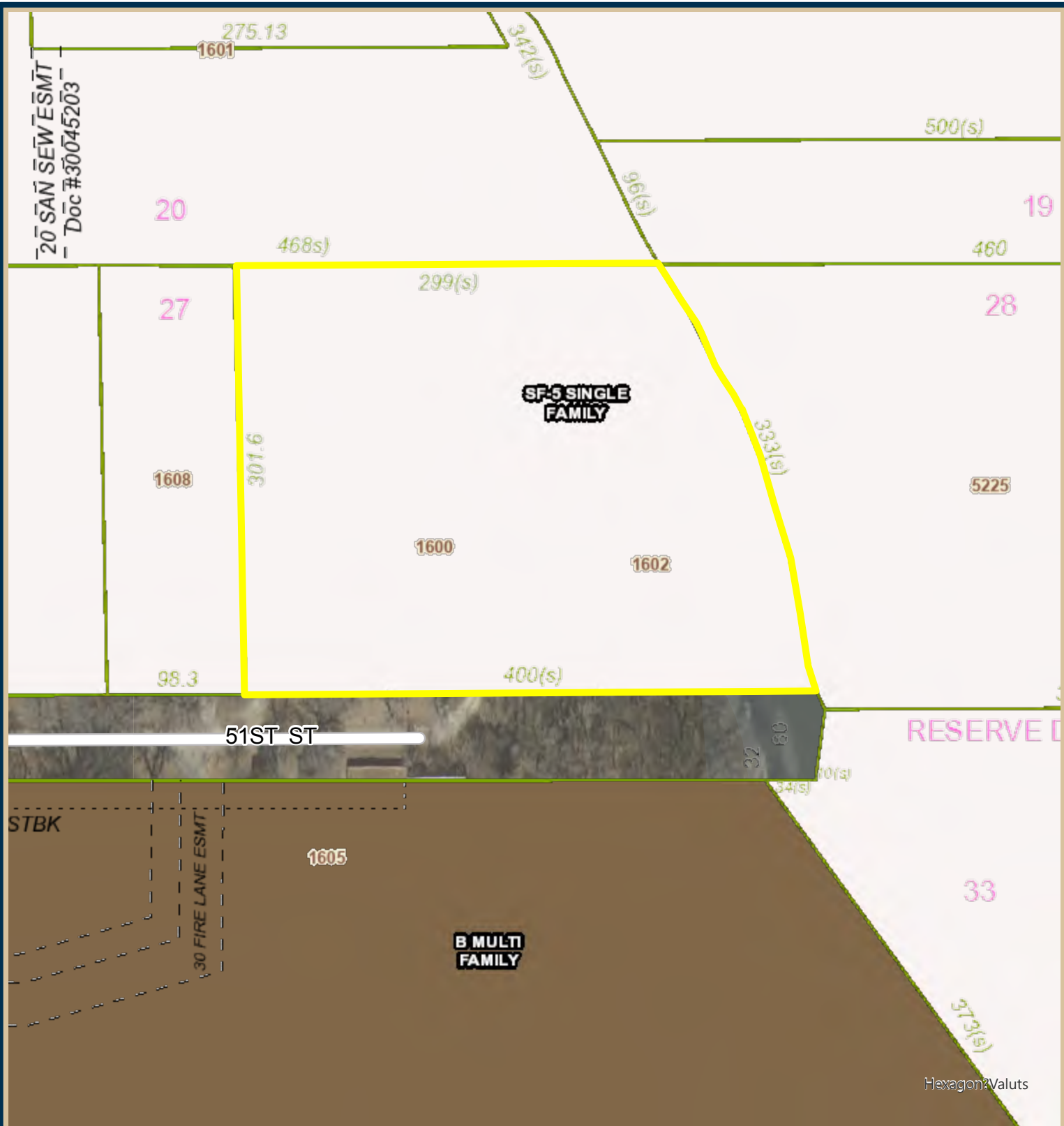
Buyer \_\_\_\_\_

Seller 

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

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

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



Geographic Information Services

Sedgewick County...  
working for you

Date: 8/26/2021

It is understood that the Sedgewick 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.

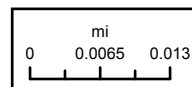
© 2021 Sedgewick County Kansas Government.  
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1602 W. 51st St. N. -  
Wichita, KS 67204  
Zoning: SF-5 Single Family

Sedgewick County, Kansas

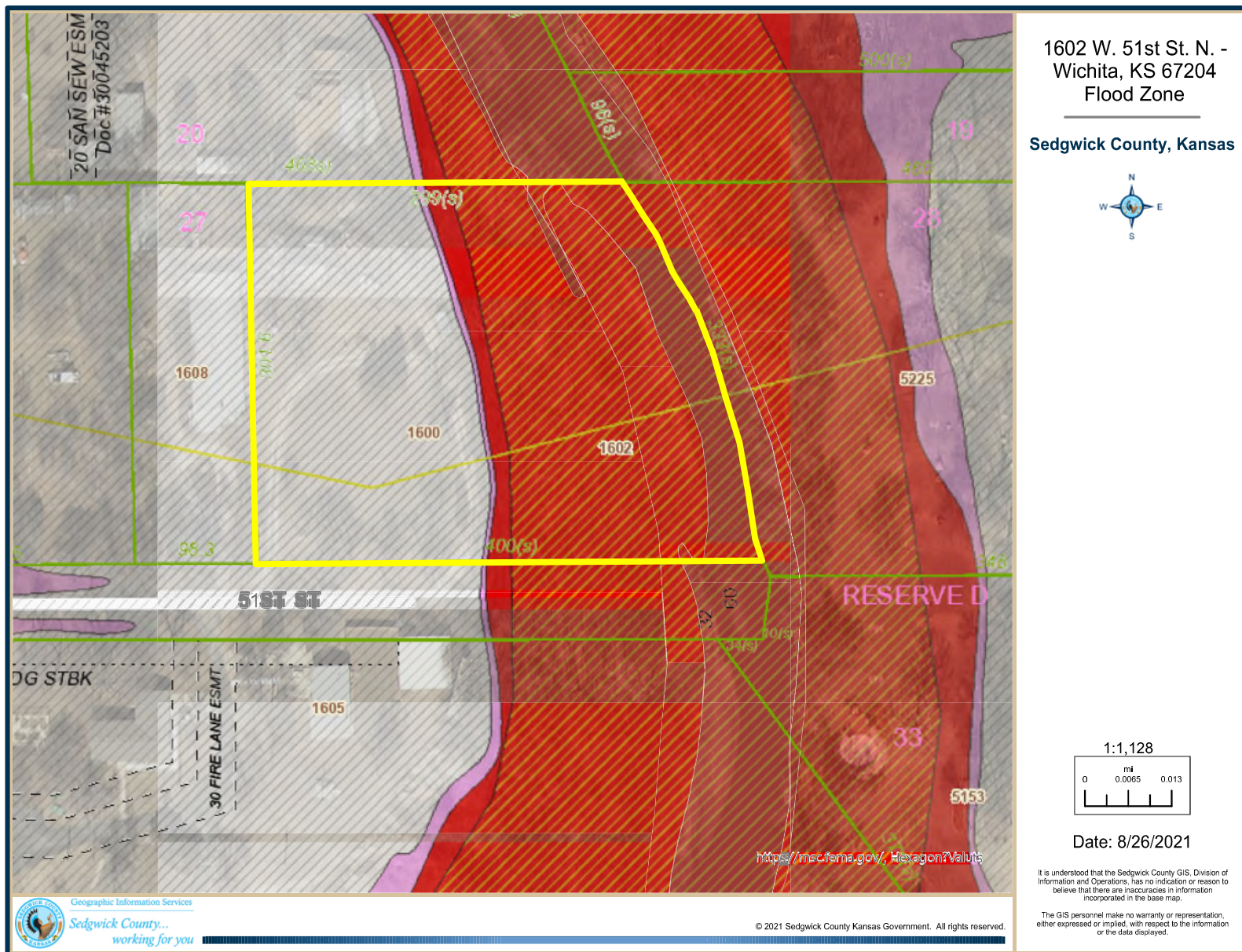


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Geographic Information Services

Sedgwick County...  
working for you

Date: 8/26/2021

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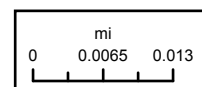
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1602 W. 51st St. N. -  
Wichita, KS 67204  
Aerial

Sedgwick County, Kansas



1:1,128







## Legend

### Storm Structures

- Manhole
- Inlet
- ▲ Outfall
- ◆ Other

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

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

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THIS SHEET PREPARED UNDER SUPERVISION OF  
SEDGWICK COUNTY CLERK





## 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 reasonable 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](mailto: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*)

