

80 ± Acres in Reno County

Information Packet

S½ SE¼ of S33, T23, R4W

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NOTICE TO BIDDER

The information included herewith is a summary of information available from a number of sources, most of which have not been independently verified. The sources from which the information was gathered are believed to be reliable; however, all information contained within this package is subject to verification by all parties relying on it. No representations or warranties, expressed or implied, as to the accuracy or completeness of the information in this and other advertising materials shall be deemed made, and no legal commitment or obligation shall arise, by reason of this package or its contents.

This summary has been provided for the use of prospective bidders. Buyer must rely on his/her own information, inspection, review of public records and own determination to bid, consulting whatever advisors he/she may feel appropriate.

The property described is being sold in "**AS-IS, WHERE-IS, WITH ALL FAULTS**" condition. Neither Results Realty, the seller, nor their respective agents make any express or implied warranties of any kind. This listing may be withdrawn and/or modified without notice at any time.

Results Realty are Kansas Licensed Real Estate Brokers acting as agents of the Seller.

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TRACT INFORMATION

Parcel: 80 +/- Acres in the S½ SE¼ of S33, T23, R4W

FSA BASES & YIELDS: See enclosed

SOIL TYPE: Web Soil Survey Enclosed

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TERMS AND CONDITIONS OF SALE

ORDER OF SALE: Final order of sale to be provided prior to the auction.

RESTRICTIONS: Subject only to (1) all City, County, and state laws, ordinances and regulations and (2) any easements, encumbrances and restrictions applicable to the Property. Seller is placing no restrictions on the property.

UTILITIES: Results Realty, nor the seller, guarantees the availability of utilities, public or private. This consists of but is not limited to: wells, septic tanks, access to public utilities or any hook up fees therewith. Confirmation of utility availability is the bidder's sole responsibility.

TAXES: Seller shall pay 2016 taxes prorated to date of closing and all prior years. Purchaser shall pay 2016 taxes prorated after closing. Tax amount TBD.

POSSESSION: At Closing.

CROP SHARE: None

MINERALS: Sellers interest passes to buyer at closing.

SURVEY: See enclosed.

TITLE/CLOSING COSTS: Seller and Purchaser shall share equally in the cost of title insurance and escrow closing.

PROPERTY SOLD "AS IS, WHERE IS, WITH ALL FAULTS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND: The real property shall be sold subject to conditions, restrictions, right-of-way easements, and reservations, if any, of record, filed and unfiled mechanic's liens, if any, and all other matters of record taking priority, subject to the rights; if any, of tenants-in-possession, and further subject to all conditions announced at the sale; and confirmation of the seller. Announcements made day of auction take precedence over previously printed material and oral statements.

FOR THE SEALED BID AUCTION: Property is selling by Sealed Bid. All prospective Buyers need to have their highest and best bid in writing to Results Realty on or before Tuesday, December 20, 2016. All bids must include Name, Address, Phone #, email address, and a check equal to 10% of Bidders offer on property. Checks shall be made payable to *Kansas Secured Title*. Bids will be subject to Sellers approval. Unsuccessful Bidders and their bid offers will remain confidential.

CLOSING: Buyer must close sale of real property on or before _____. **TIME IS OF THE ESSENCE:** The entire purchase price must be paid by cashier's or certified check or wired funds at closing. No purchase is contingent on financing. Buyer is entitled to a deed for property upon full payment. Buyers should have all tests and inspections completed prior to the date that the sealed bids are due. Only the Contract for Sale of Real Estate shall set forth Seller's obligations to the successful Bidder.

ADDITION OR WITHDRAWAL FROM SALE; CONDITION OF SALE: Property selling subject to motivated seller's confirmation. The Broker reserves the right to cancel the auction up to the time prior to the final due date of bidding. If a subsequent survey by the purchaser shows a greater or lesser number of acres or square footage this will not affect the purchase or purchase price.

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AGENCY: The Broker is acting as agent for the Seller only. In the event of any dispute after the sale, Results Realty auction/Realty's record of final sale shall be conclusive. All information and materials provided by Broker is subject to inspection by all appropriate parties and the Broker assumes no liability for its accuracy, errors, or omissions nor its agents, the Seller or its agents. **Prospective bidders should independently verify any information being materially relied upon in making a purchasing decision.**

Liquidate damages: If purchaser chooses not to close within the stated time herein and no written extension has been granted by the Seller, the Purchaser will forfeit all of the deposit. If such action occurs, Results Realty hereby has the right to disperse the deposit as stated in the listing agreement and the purchaser, has no claims to such money or property being sold. Liquidated damages are to cover cost of auction, cost incurred by seller, labor cost, and additional cost of auction as not defined in this agreement. These liquidated damages do not restrict the seller from suing the purchaser for performance damages and/or any additional damages the seller suffers by the default of the purchaser.

BUYER'S NOTE: Individual purchases are to be considered as singular transaction not contingent in the sale of the other properties or tracts. Results Realty reserves the right to offer the property in individual tracts, combination of tracts, as a whole or in anyway that we see fit in order for it to bring the most money for the owner. The sale of combinations supersedes the sale of individual tracts. **The decision of the Broker is final. Seller and Results Realty, reserve the right to amend any terms and conditions prior to or during the auction.**

BIDDER'S DUTY TO INSPECT: All information published, announced, or contained herein was derived from sources believed to be correct; however, it is not guaranteed by the seller, the broker, or any other person or entity. Personal on site inspection of all property by potential bidders is strongly recommended. All sales are subject to the conditions and terms contained herein. The failure of any bidder to inspect, or to fully informed as to the condition of the property, will not constitute grounds for any claim or demand for adjustment or withdrawal of bid, offer or deposit money after its opening tender. This includes but is not limited to public information such as easements, restrictions, zoning, rights-of-way, or any other information that can be obtained as public record in the county courthouse or any municipal office concerning subject properties. Any and all announcements made from the auction stand take precedence over all other verbal, printed, announced, and/or distributed information. Please note that you are bidding to purchase the Property "As is, Where is" with no guarantee or warranty.

Results Realty is the agent of the seller and their fiduciary duties of loyalty and faithfulness are owed to their client (the Seller).

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