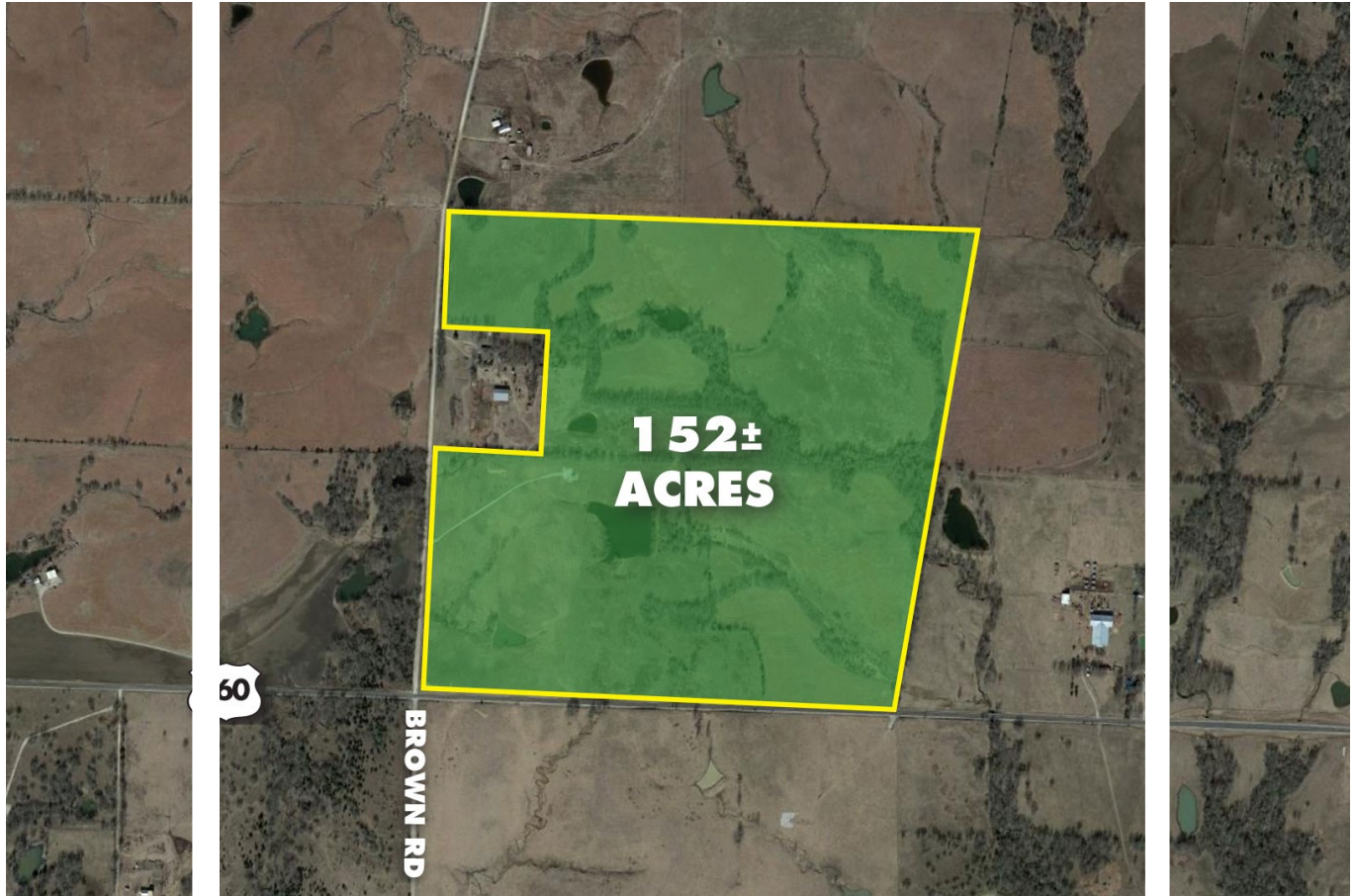


# PROPERTY INFORMATION PACKET | THE DETAILS



## **152 +/- Acres | Cherryvale, KS 67335**

AUCTION: BIDDING OPENS: Tues, July 21<sup>st</sup> @ 2:00 PM  
BIDDING ENDS: Thurs, August 13<sup>th</sup> @ 2:25 PM

12041E, T9th St N, Wichita, KS, 67206  
316.867.3600 • 800.944.4439  
[www.McCurdyAuction.com](http://www.McCurdyAuction.com)



**McCurdy**  
AUCTION  
REAL ESTATE SPECIALISTS

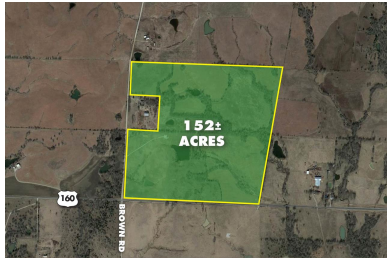


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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer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

## MLS PIP



**MLS #** 583843  
**Class** Land  
**Property Type** Undeveloped Acreage  
**County** Labette  
**Area** OUT - Out of Area  
**Address** 152 +/- Acres  
**Address 2**  
**City** Cherryvale  
**State** KS  
**Zip** 67335  
**Status** Active  
**Contingency Reason**  
**Asking Price** \$0  
**For Sale/Auction/For Rent** Auction  
**Associated Document Count** 3



## GENERAL

|                                               |                                          |                                   |              |
|-----------------------------------------------|------------------------------------------|-----------------------------------|--------------|
| <b>List Agent - Agent Name and Phone</b>      | Ty Patton                                | <b>Realtor.com Y/N</b>            | Yes          |
| <b>List Office - Office Name and Phone</b>    | McCurdy Auction, LLC - OFF: 316-867-3600 | <b>Display on Public Websites</b> | Yes          |
|                                               |                                          | <b>Display Address</b>            | Yes          |
| <b>Co-List Agent - Agent Name and Phone</b>   | Isaac Klingman                           | <b>VOW: Allow 3rd Party Comm</b>  | Yes          |
| <b>Co-List Office - Office Name and Phone</b> | McCurdy Auction, LLC - OFF: 316-867-3600 | <b>Sub-Agent Comm</b>             | 0            |
|                                               |                                          | <b>Buyer-Broker Comm</b>          | 3            |
| <b>Showing Phone</b>                          | 800-301-2055                             | <b>Transact Broker Comm</b>       | 3            |
| <b>Zoning Usage</b>                           | Rural                                    | <b>Variable Comm</b>              | Non-Variable |
| <b>Parcel ID</b>                              | 05015-1-01-0-00-00-003.00-0              | <b>Virtual Tour Y/N</b>           |              |
| <b>Number of Acres</b>                        | 152.00                                   |                                   |              |
| <b>Price Per Acre</b>                         |                                          |                                   |              |
| <b>Lot Size/SqFt</b>                          | 6621120                                  |                                   |              |
| <b>School District</b>                        | Labette County School District (USD 506) |                                   |              |
| <b>Elementary School</b>                      | Labette County                           |                                   |              |
| <b>Middle School</b>                          | Labette County                           |                                   |              |
| <b>High School</b>                            | Labette County                           |                                   |              |
| <b>Subdivision</b>                            | MNONE                                    |                                   |              |
| <b>Legal</b>                                  | TBD                                      |                                   |              |

## DIRECTIONS

**Directions** (Cherryvale) East on US-160 from US-169, North on Brown Rd. to land

## FEATURES

|                                                           |                                                                    |                                                |                                                  |
|-----------------------------------------------------------|--------------------------------------------------------------------|------------------------------------------------|--------------------------------------------------|
| <b>SHAPE / LOCATION</b><br>Irregular                      | <b>UTILITIES AVAILABLE</b><br>Other/See Remarks                    | <b>FLOOD INSURANCE</b><br>Unknown              | <b>LOCKBOX</b><br>None                           |
| <b>TOPOGRAPHIC</b><br>Pond/Lake<br>Rolling                | <b>IMPROVEMENTS</b><br>Fencing<br>Other/See Remarks                | <b>SALE OPTIONS</b><br>Other/See Remarks       | <b>AGENT TYPE</b><br>Designated Sell Agent       |
| <b>PRESENT USAGE</b><br>Recreational<br>Other/See Remarks | <b>OUTBUILDINGS</b><br>None                                        | <b>PROPOSED FINANCING</b><br>Other/See Remarks | <b>OWNERSHIP</b><br>Individual                   |
| <b>ROAD FRONTAGE</b><br>Dirt<br>Paved                     | <b>MISCELLANEOUS FEATURES</b><br>Water Access<br>Other/See Remarks | <b>POSSESSION</b><br>At Closing                | <b>TYPE OF LISTING</b><br>Excl Right w/o Reserve |
|                                                           | <b>DOCUMENTS ON FILE</b><br>Aerial Photos                          | <b>SHOWING INSTRUCTIONS</b><br>Call Showing #  | <b>BUILDER OPTIONS</b><br>Open Builder           |

## FINANCIAL

|                                  |                    |
|----------------------------------|--------------------|
| <b>Assumable Y/N</b>             | No                 |
| <b>General Taxes</b>             | \$0.00             |
| <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 |

## PUBLIC REMARKS

**Public Remarks** Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | BIDDING OPENS: Tuesday, July 21st 2020 at 2:00 PM (cst) | BIDDING CLOSES: Thursday, August 13th, 2020 at 2:25PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. No scheduled open house. Property will be available to preview by appointment only. CLEAR TITLE AT CLOSING, NO BACK TAXES. Amazing opportunity to own 152 +/- acres in Cherryvale, KS! The rolling land has 4 ponds, timbers, and offers plenty of opportunities for recreational use. Approximately 100 acres of pasture ground. There is one gas well that produces \$60-100 a month. All mineral rights transfer to buyers. Don't miss out on this opportunity to own a wonderful ranch located just 30 minutes north of the Oklahoma border. This property is undergoing a survey and lot split that is not yet reflected on the taxes or in county records. Buyers must comply with all remaining Labette County requirements regarding a lot split (if any). Taxes and lot sizes on the parcel will be determined at closing as final amounts will not be available until such time as the lot split is finalized. \*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. The real estate will be open for previewing one hour prior to the real estate auction, or by scheduled appointment. 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 \$25,000.

## AUCTION

|                         |                        |                       |
|-------------------------|------------------------|-----------------------|
| Type of Auction Sale    | Reserve                | 1 - Open for Preview  |
| Method of Auction       | Online Only            | 1 - Open/Preview Date |
| Auction Location        | www.mccurdyauction.com | 1 - Open Start Time   |
| Auction Offering        | Real Estate Only       | 1 - Open End Time     |
| Auction Date            | 7/21/2020              | 2 - Open for Preview  |
| Auction Start Time      | 2:00 PM                | 2 - Open/Preview Date |
| Broker Registration Req | Yes                    | 2 - Open Start Time   |
| Broker Reg Deadline     | 08/12/2020 @ 5:00 PM   | 2 - Open End Time     |
| Buyer Premium Y/N       | Yes                    | 3 - Open for Preview  |
| Premium Amount          | 0.10                   | 3 - Open/Preview Date |
| Earnest Money Y/N       | Yes                    | 3 - Open Start Time   |
| Earnest Amount %/\$     | 25,000.00              | 3 - Open End Time     |

## TERMS OF SALE

Terms of Sale

## PERSONAL PROPERTY

Personal Property

## SOLD

|                        |                                           |
|------------------------|-------------------------------------------|
| How Sold               | Selling Agent - Agent Name and Phone      |
| Sale Price             | Co-Selling Agent - Agent Name and Phone   |
| Net Sold Price \$0     | Selling Office - Office Name and Phone    |
| Pending Date           | Co-Selling Office - Office Name and Phone |
| Closing Date           | Appraiser Name                            |
| Short Sale Y/N         | Non-Mbr Appr Name                         |
| Seller Paid Loan Asst. |                                           |
| Previously Listed Y/N  |                                           |
| Includes Lot Y/N       |                                           |
| Sold at Auction Y/N    |                                           |

## 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.



## WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 152 +/- Acres at 14039 Brown Rd. - Cherryvale, KS 67335

DOES THE PROPERTY HAVE A WELL? YES \_\_\_\_\_ NO ☒

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

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

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

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

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

Authentisign  
*Douglas E. Fraake, Co-Trustee*  
OWNER 7/14/2020 3:41:01 PM CDT

07/14/2020

Date

Authentisign  
*Steven D. Fraake, Co-Trustee*  
OWNER 7/14/2020 8:50:36 PM CDT

07/14/2020

Date

Authentisign  
*Douglas E. Fraake*  
7/14/2020 9:06:37 PM CDT

07/14/2020



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

File #:

Property Address:

152 +/- Acres at 14039 Brown Rd. -

Cherryvale, KS 67335

## 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

Authentisign  
Douglas E. Froebe, Co-Treasurer  
07/14/2020 11:04 PM CDT  
07/14/2020  
Steven D. Froebe, Co-Treasurer  
07/14/2020 8:50:50 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>

Authentisign  
*[Signature]*  
07/14/2020 9:09:03 PM CDT

07/14/2020

FSA - 578 (09-13-16)

Farm Number: 6985

REPORT OF COMMODITIES  
FARM AND TRACT DETAIL LISTING

DATE: 07/16/2020  
PAGE: 1

Operator Name and Address

DAVID EMERY MYERS  
16033 DOUGLAS RD  
MOUND VALLEY, KS 67354-9286

Original: DT  
Revision: KN  
Cropland: 62.56  
Farmland: 161.12

| Tract Number | CLU/Field                  | Crop/Commodity | Var/Type | Int Use | Act Use | Irr. Pr. | Org Stat                              | Nat. Sod | C/C Stat | Rpt Unit | Rpt Qty | Det Qty | Crop Land | Field ID | Official/Measured | Planting Date | Planting Period           | End Date |
|--------------|----------------------------|----------------|----------|---------|---------|----------|---------------------------------------|----------|----------|----------|---------|---------|-----------|----------|-------------------|---------------|---------------------------|----------|
| 2501         | 1                          | GRASS          | FTA      | GZ      |         | N        | C                                     | N        | I        | A        | 5.27    |         | Yes       |          | N                 | 8/28/2018     | 01                        | CC       |
|              | Producer DAVID EMERY MYERS |                |          |         | Share   | 100.00   | FSA Physical Location Labette, Kansas |          |          |          |         |         |           |          | NAP Unit 3624     |               | Signature Date 06/12/2020 |          |
|              | 2                          | GRASS          | FTA      | GZ      |         | N        | C                                     | N        | I        | A        | 19.43   |         | Yes       |          | N                 | 8/28/2018     | 01                        | CC       |
|              | Producer DAVID EMERY MYERS |                |          |         | Share   | 100.00   | FSA Physical Location Labette, Kansas |          |          |          |         |         |           |          | NAP Unit 3624     |               | Signature Date 06/12/2020 |          |
|              | 3                          | GRASS          | FTA      | GZ      |         | N        | C                                     | N        | I        | A        | 16.61   |         | Yes       |          | N                 | 8/28/2018     | 01                        | CC       |
|              | Producer DAVID EMERY MYERS |                |          |         | Share   | 100.00   | FSA Physical Location Labette, Kansas |          |          |          |         |         |           |          | NAP Unit 3624     |               | Signature Date 06/12/2020 |          |
|              | 4                          | GRASS          | FTA      | GZ      |         | N        | C                                     | N        | I        | A        | 3.92    |         | Yes       |          | N                 | 8/28/2018     | 01                        | CC       |
|              | Producer DAVID EMERY MYERS |                |          |         | Share   | 100.00   | FSA Physical Location Labette, Kansas |          |          |          |         |         |           |          | NAP Unit 3624     |               | Signature Date 06/12/2020 |          |
|              | 5                          | GRASS          | FTA      | GZ      |         | N        | C                                     | N        | I        | A        | 9.26    |         | Yes       |          | N                 | 8/28/2018     | 01                        | CC       |
|              | Producer DAVID EMERY MYERS |                |          |         | Share   | 100.00   | FSA Physical Location Labette, Kansas |          |          |          |         |         |           |          | NAP Unit 3624     |               | Signature Date 06/12/2020 |          |
|              | 9                          | GRASS          | FTA      | GZ      |         | N        | C                                     | N        | I        | A        | 1.01    |         | Yes       |          | N                 | 8/28/2018     | 01                        | CC       |
|              | Producer DAVID EMERY MYERS |                |          |         | Share   | 100.00   | FSA Physical Location Labette, Kansas |          |          |          |         |         |           |          | NAP Unit 3624     |               | Signature Date 06/12/2020 |          |
|              | 14                         | GRASS          | FTA      | GZ      |         | N        | C                                     | N        | I        | A        | 7.06    |         | Yes       |          | N                 | 8/28/2018     | 01                        | CC       |
|              | Producer DAVID EMERY MYERS |                |          |         | Share   | 100.00   | FSA Physical Location Labette, Kansas |          |          |          |         |         |           |          | NAP Unit 3624     |               | Signature Date 06/12/2020 |          |
|              | 15A                        | GRASS          | FTA      | GZ      |         | N        | C                                     | N        | I        | A        | 94.55   |         | No        |          | N                 | 8/28/2018     | 01                        | CC       |
|              | Producer DAVID EMERY MYERS |                |          |         | Share   | 100.00   | FSA Physical Location Labette, Kansas |          |          |          |         |         |           |          | NAP Unit 3624     |               | Signature Date 06/12/2020 |          |

Tract 2501 Summary

| PP                                                | Cr/Co | Var/Type | Int Use | Irr Pr | Rpt Unit | Rpt Qty                     | PP | Cr/Co | Var/Type | Int Use | Irr Pr | Rpt Unit         | Rpt Qty | PP | Cr/Co | Var/Type | Int Use | Irr Pr                          | Rpt Unit | Rpt Qty |  |  |
|---------------------------------------------------|-------|----------|---------|--------|----------|-----------------------------|----|-------|----------|---------|--------|------------------|---------|----|-------|----------|---------|---------------------------------|----------|---------|--|--|
| 01                                                | GRASS | FTA      | GZ      | N      | A        | 157.11                      |    |       |          |         |        |                  |         |    |       |          |         |                                 |          |         |  |  |
| Photo Number/Legal Description: SW4 1-33-17 (B 7) |       |          |         |        |          |                             |    |       |          |         |        |                  |         |    |       |          |         |                                 |          |         |  |  |
| Cropland: 62.56                                   |       |          |         |        |          | Reported on Cropland: 62.56 |    |       |          |         |        | Difference: 0.00 |         |    |       |          |         | Reported on Non-Cropland: 94.55 |          |         |  |  |

FSA - 578 (09-13-16)

Farm Number: 6985

REPORT OF COMMODITIES  
FARM SUMMARY

DATE: 07/16/2020  
PAGE: 2

Operator Name and Address

DAVID EMERY MYERS  
16033 DOUGLAS RD  
MOUND VALLEY, KS 67354-9286

Original: DT  
Revision: KN  
Cropland: 62.56  
Farmland: 161.12

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a – as amended). The authority for requesting the information identified on this form is 7 CFR Part 718, the Farm Security and Rural Investment Act of 2002 (Pub L. 107-171), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to collect producer certification of the report of acreage of crops/commodities and land use data which is needed in order to determine producer eligibility to participate in and receive benefits under FSA programs. The information collected on the form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated) and USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial of the producer's request to participate in and receive benefits under FSA programs. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0175. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

| DAVID EMERY MYERS  |                    |                  |                 |                        |                   |                      | Crop/<br>Commodity     | Variety/<br>Type | Share  |  |                    |                    |                  |                 |                        |                   | Crop/<br>Commodity   | Variety/<br>Type       | Share | Crop/<br>Commodity | Variety/<br>Type | Share |  |
|--------------------|--------------------|------------------|-----------------|------------------------|-------------------|----------------------|------------------------|------------------|--------|--|--------------------|--------------------|------------------|-----------------|------------------------|-------------------|----------------------|------------------------|-------|--------------------|------------------|-------|--|
| DAVID EMERY MYERS  |                    |                  |                 |                        |                   |                      | GRASS                  | FTA              | 100.00 |  |                    |                    |                  |                 |                        |                   |                      |                        |       |                    |                  |       |  |
| Planting<br>Period | Crop/<br>Commodity | Variety/<br>Type | Intended<br>Use | Irrigation<br>Practice | Reporting<br>Unit | Reported<br>Quantity | Determined<br>Quantity |                  |        |  | Planting<br>Period | Crop/<br>Commodity | Variety/<br>Type | Intended<br>Use | Irrigation<br>Practice | Reporting<br>Unit | Reported<br>Quantity | Determined<br>Quantity |       |                    |                  |       |  |
| 01                 | GRASS              | FTA              | GZ              | N                      | A                 | 157.11               |                        |                  |        |  |                    |                    |                  |                 |                        |                   |                      |                        |       |                    |                  |       |  |

CERTIFICATION: I certify to the best of my knowledge and belief that the acreage of crops/commodities and land uses listed herein are true and correct and that all required crops/commodities and land uses have been reported for the farm as applicable. Absent any different or contrary prior subsequent certification filed by any producer for any crop for which NAP coverage has been purchased, I certify that the applicable crop, type, practice, and intended use is not planted if it is not included on the Report of Commodities for this crop year. The signing of this form gives FSA representatives authorization to enter and inspect crops/commodities and land uses on the above identified land. A signature date (the date the producer signs the FSA-578) will also be captured.

|                           |      |
|---------------------------|------|
| Operator's Signature (By) | Date |
|---------------------------|------|

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.

KANSAS  
LABETTE

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.



United States Department of Agriculture  
Farm Service Agency

### Abbreviated 156 Farm Record

FARM : 6985

Prepared : 7/16/20 8:45 AM

Crop Year : 2020

Operator Name : DAVID EMERY MYERS  
Farms Associated with Operator : 20-099-2581, 20-099-6984, 20-099-6985  
CRP Contract Number(s) : None  
Recon ID : 20-099-2020-61  
Transferred From : None  
ARCPLC G//F Eligibility : Eligible

#### Farm Land Data

| Farmland           | Cropland           | DCP Cropland           | WBP            | WRP  | CRP  | GRP           | Sugarcane | Farm Status          | Number Of Tracts       |
|--------------------|--------------------|------------------------|----------------|------|------|---------------|-----------|----------------------|------------------------|
| 161.12             | 62.56              | 62.56                  | 0.00           | 0.00 | 0.00 | 0.00          | 0.00      | Active               | 1                      |
| State Conservation | Other Conservation | Effective DCP Cropland | Double Cropped |      | MPL  | Acre Election | EWP       | DCP Ag.Rel. Activity | Broken From Native Sod |
| 0.00               | 0.00               | 62.56                  | 0.00           |      | 0.00 |               | 0.00      | 0.00                 | 0.00                   |

#### Crop Election Choice

| ARC Individual | ARC County | Price Loss Coverage |
|----------------|------------|---------------------|
| None           | None       | WHEAT               |

#### DCP Crop Data

| Crop Name    | Base Acres   | CCC-505 CRP Reduction Acres | PLC Yield | HIP |
|--------------|--------------|-----------------------------|-----------|-----|
| Wheat        | 56.40        | 0.00                        | 34        |     |
| <b>TOTAL</b> | <b>56.40</b> | <b>0.00</b>                 |           |     |

#### NOTES

Tract Number : 2501

Description : SW4 1-33-17 (B 7)  
FSA Physical Location : KANSAS/LABETTE  
ANSI Physical Location : KANSAS/LABETTE  
BIA Unit Range Number :  
HEL Status : HEL field on tract.Conservation system is not required - no agricultural commodity  
Wetland Status : Wetland determinations not complete  
WL Violations : None  
Owners : DEAN FROEBE AND DONA J FROEBE REV LIVING JT TRUST  
Other Producers : None  
Recon ID : None

#### Tract Land Data

| Farm Land          | Cropland           | DCP Cropland           | WBP            | WRP  | CRP  | GRP                  | Sugarcane              |
|--------------------|--------------------|------------------------|----------------|------|------|----------------------|------------------------|
| 161.12             | 62.56              | 62.56                  | 0.00           | 0.00 | 0.00 | 0.00                 | 0.00                   |
| State Conservation | Other Conservation | Effective DCP Cropland | Double Cropped | MPL  | EWP  | DCP Ag. Rel Activity | Broken From Native Sod |
| 0.00               | 0.00               | 62.56                  | 0.00           | 0.00 | 0.00 | 0.00                 | 0.00                   |

#### DCP Crop Data

| Crop Name | Base Acres | CCC-505 CRP Reduction Acres | PLC Yield |
|-----------|------------|-----------------------------|-----------|
| Wheat     | 56.40      | 0.00                        | 34        |

KANSAS  
LABETTE

Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

FARM : 6985

Prepared : 7/16/20 8:45 AM

Crop Year : 2020

## Abbreviated 156 Farm Record

Tract 2501 Continued ...

|       |       |      |
|-------|-------|------|
| TOTAL | 56.40 | 0.00 |
|-------|-------|------|

### NOTES

*In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.*

*Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.*

*To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.*

## 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:** 152 +/- Acres at 14039 Brown Rd. Cherryvale, KS 67335  
 2 **Seller:** Van Ness Proctor and Son P. Family Partnership Living Trust **Date of Purchase:** 07/23/2020  
 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 ☒ ☐ ☐ ☐ ☐ Well/Pump \_\_\_\_\_  
 21 ☒ ☐ ☐ ☐ ☐ Drinking \_\_\_\_\_ Irrigation \_\_\_\_\_  
 22 \_\_\_\_\_  
 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 ☒ ☐ ☐ ☐ ☐ Sewer Lines \_\_\_\_\_  
 34 ☒ ☐ ☐ ☐ ☐ Septic/Laterals \_\_\_\_\_  
 35 ☒ ☐ ☐ ☐ ☐ Lagoon \_\_\_\_\_  
 36 ☒ ☐ ☐ ☐ ☐ Tank Size \_\_\_\_\_ Location \_\_\_\_\_  
 37 ☒ ☐ ☐ ☐ ☐ # Feet of Laterals \_\_\_\_\_  
 38 ☒ ☐ ☐ ☐ ☐ Other \_\_\_\_\_  
 39 ☒ ☐ ☐ ☐ ☐ Other \_\_\_\_\_  
 40 \_\_\_\_\_  
 41 Comments: \_\_\_\_\_  
 42 \_\_\_\_\_

Seller's Initials DES SDP JTR

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 DES SDP DTT

Buyer's Initials \_\_\_\_\_



### SELLER'S ACKNOWLEDGMENT

138 Seller acknowledges that: the information contained in this disclosure is accurate, true and complete to the best of Seller's  
 139 knowledge, information and belief; Seller has provided all the information contained in this Seller's Property Disclosure; and that  
 140 the Broker/Realtor® has not prepared, nor assisted in the preparation of this Disclosure. Seller hereby indemnifies, holds harmless  
 141 and releases all Brokers/Realtors® involved in the sale of the property from all liability, claims, loss, cost, or damage in connection  
 142 with the information contained in this Disclosure. Seller hereby authorizes the listing broker to provide copies of this Disclosure  
 143 to other real estate brokers and agents and prospective buyers of the property.

144 \_\_\_\_\_  
 145 Seller Douglas E. Froebe, Co-Trustee Date Seller Steven D. Froebe, Co-Trustee Date

OR

146 Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by Seller.  
 147 I have not occupied this property in 39 years and am not familiar with all conditions represented in this form.

148 Authentic 07/27/2020 Authentic 07/24/2020  
 149 Douglas E. Froebe, Co-Trustee Steven D. Froebe, Co-Trustee  
 7/27/2020 11:54:23 AM CDT 7/24/2020 5:32:00 PM CDT  
 Seller Douglas E. Froebe, Co-Trustee Date Seller Steven D. Froebe, Co-Trustee Date  
Deborah J. Tarkington a/k/a Deborah J. Hudson, Co-Trustee  
 7/25/2020 2:42:38 PM CDT  
 150 BUYER'S ACKNOWLEDGMENT AND AGREEMENT

- 151 1. I personally have carefully inspected the property. I will rely upon the inspections encouraged under my contract with Seller.  
 152 Subject to any inspections, I agree to purchase the property in its present condition without representations or guarantees of  
 153 any kind by the Seller or any REALTOR® concerning the condition or value of the property.
- 154 2. I agree to verify any of the above information that is important to me by an independent investigation of my own. I have been  
 155 advised to have the property examined by professional inspectors.
- 156 3. I acknowledge that neither Seller nor any REALTOR® involved in this transaction is an expert at detecting or repairing physical  
 157 defects in the property. I state that no important representations concerning the condition of the property are being relied  
 158 upon by me except as disclosed above or as fully set forth as follows: \_\_\_\_\_  
 159 \_\_\_\_\_
- 160 4. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes  
 161 after April 14, 1994, to register with the sheriff of the county in which they reside. I have been advised that if I desire  
 162 information regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI)  
 163 at <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office.
- 164 5. I acknowledge that McConnell Air Force Base is located within Sedgwick County and is an operational military Air Force base  
 165 that is open 24 hours a day and activity at that base may generate noise. The volume, pitch, amount and frequency of noise  
 166 may be affected by future changes in McConnell Air Force Base activity. I have been informed that if I desire information  
 167 regarding potential for noise caused by the aircraft operations associated with McConnell Air Force Base and its operations, I  
 168 may find information by contacting the Metropolitan Area Planning Department.

169 \_\_\_\_\_  
 170 Buyer Date Buyer Date

This form is approved by legal counsel for the REALTORS® of South Central Kansas exclusively for use by members of the REALTORS® of South Central Kansas 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. Copyright 2018.

Seller's Initials DEF SDF DJT Buyer's Initials \_\_\_\_\_

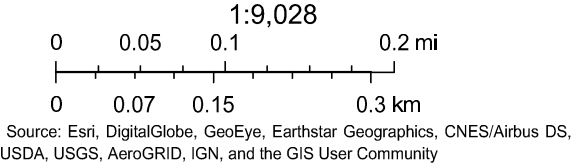
152 +/- Acres - Cherryvale, KS 67335



7/15/2020 12:57:32 PM

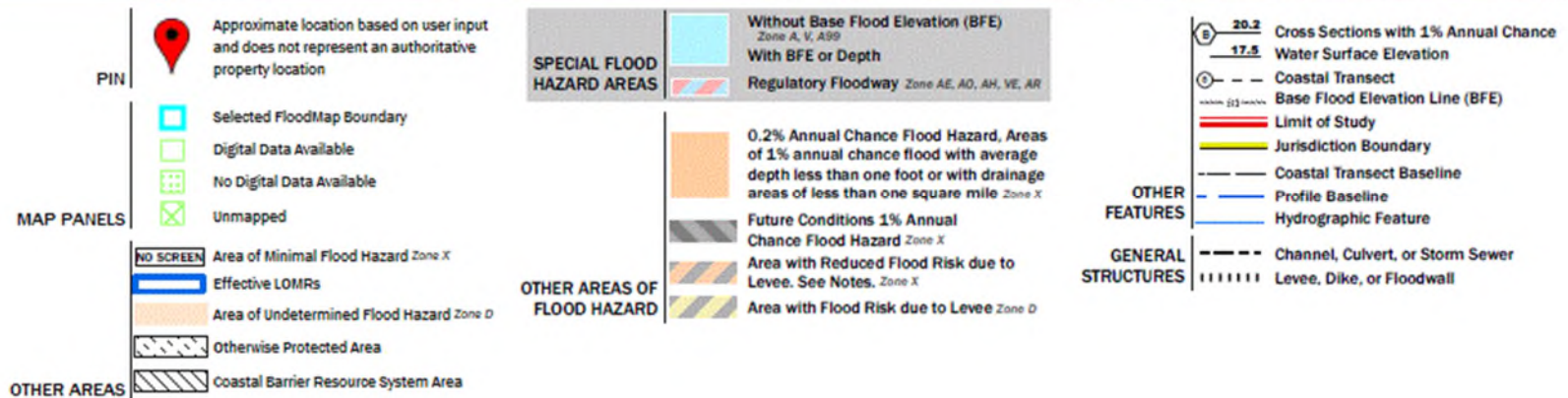
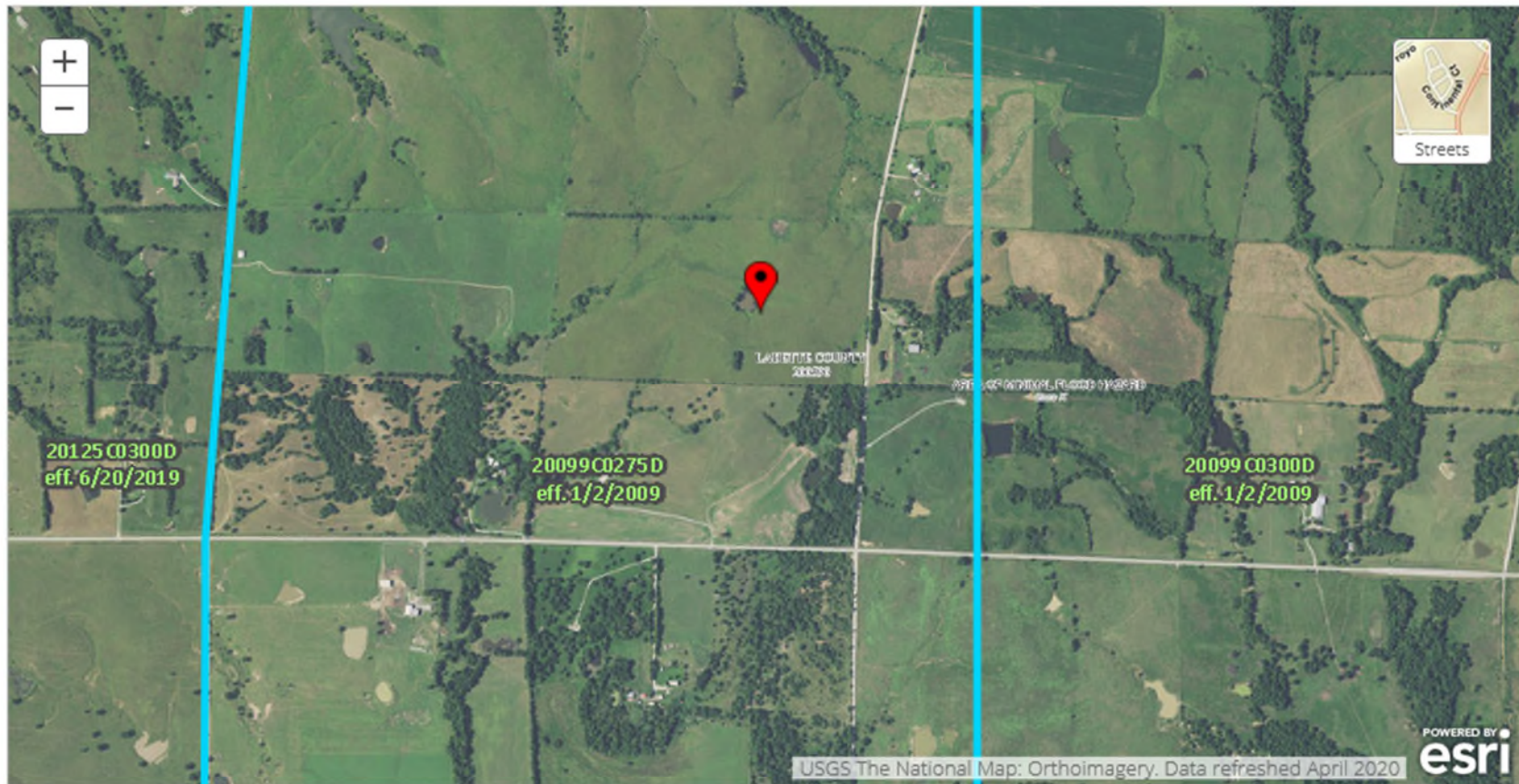
-  Parcels
-  AddressPoints
-  RoadCenterline

Zoning Map: No Zoning



152 +/- Acres – Cherryvale, KS 67335

Flood Zone: Zone x – Area of Minimal Flood Hazard

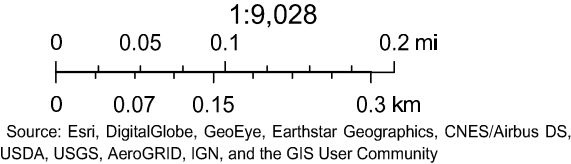


152 +/- Acres - Cherryvale, KS 67335



7/15/2020 12:57:32 PM

- Parcels
- AddressPoints
- RoadCenterline





## 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*)

