

PROPERTY INFORMATION PACKET | THE DETAILS



153.13 ± Acres | Great Bend, KS 67530

AUCTION: BIDDING OPENS: Tues, Aug 25th @ 12:00 PM
BIDDING ENDS: Wed, Sept 16th @ 2:00 PM

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



McCurdy
AUCTION
REAL ESTATE SPECIALISTS



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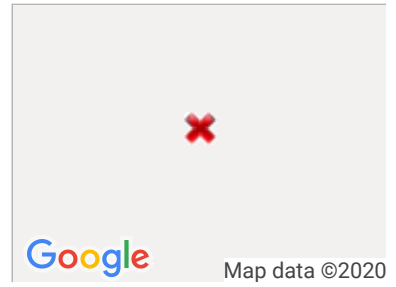
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer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

STANDARD



MLS # 585341
Class Land
Property Type Farm
County Barton
Area OUT - Out of Area
Address 153.13 +/-Acres SE 70th Rd & SE 40th Ave
Address 2
City Great Bend
State KS
Zip 67530
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 3



GENERAL

List Agent - Agent Name and Phone	BRADEN MCCURDY - OFF: 316-683-0612	Realtor.com Y/N	Yes
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-867-3600	Display on Public Websites	Yes
Showing Phone	1-800-301-2055	Display Address	Yes
Zoning Usage	Agriculture	VOW: Allow AVM	Yes
Parcel ID	00522-9-31-0-00-00-003.00-0	VOW: Allow 3rd Party Comm	Yes
Number of Acres	153.13	Sub-Agent Comm	0
Lot Size/SqFt	153.13 AC	Buyer-Broker Comm	3
School District	Great Bend School District (USD 428)	Transact Broker Comm	3
Elementary School	Other	Variable Comm	Non-Variable
Middle School	Great Bend	Virtual Tour Y/N	No
High School	Great Bend		
Subdivision	MNONE		
Legal	The Southwest Quarter of Section 31, Township 20 South, Range 12 West of the 6th P.M., Barton County		

DIRECTIONS

Directions (Great Bend) SE 70 Rd. & N. U.S. Hwy 281 - east to property.

FEATURES

SHAPE / LOCATION Rectangular	IMPROVEMENTS None	SALE OPTIONS None	AGENT TYPE Sellers Agent
TOPOGRAPHIC Level	OUTBUILDINGS None	PROPOSED FINANCING Other/See Remarks	OWNERSHIP Trust
PRESENT USAGE Tillable	MISCELLANEOUS FEATURES None	POSSESSION At Closing	TYPE OF LISTING Excl Right w/o Reserve
ROAD FRONTAGE Dirt County	DOCUMENTS ON FILE Aerial Photos Photographs Sellers Prop. Disclosure	SHOWING INSTRUCTIONS Call Showing #	BUILDER OPTIONS Open Builder
UTILITIES AVAILABLE Other/See Remarks	FLOOD INSURANCE Unknown	LOCKBOX None	

FINANCIAL

Assumable Y/N	No
General Taxes	\$402.38
General Tax Year	2019
Yearly Specials	\$7.66
Total Specials	\$7.66
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Security 1st Title

MARKETING REMARKS

Marketing Remarks This property is offered by Braden McCurdy with McCurdy Auction, LLC. Office: 316-867-3600 Email: bmccurdy@mccurdyauction.com. Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | BIDDING OPENS: Tuesday, August 25th, 2020 at 12:00 PM (cst) | BIDDING CLOSES: Wednesday, September 16th, 2020 at 2:00 PM (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 ONLINE ONLY!!!

Having been in the family for approximately 130 years this is a rare opportunity to acquire this 153.13 +/- acres of tillable agricultural land in Barton County with Seller's mineral interest conveying (historical payments for 2017, 2018, 2019 & YTD 2020 are located in the Property Information Packet). The acreage is located southeast of Great Bend, Kansas with ease of access from U.S. Highway 281. The existing family farming this property has farmed this property for over 100 years and would certainly like to continue. The farming agreement provides for a 1/3 crop/fertilizer share to the landowner. Currently, the South 42 acres has milo planted which will be cut this fall and that production payment will be retained by the existing landowner. The balance of the land will have winter wheat planted and that production next Spring will pass to the Buyer of this property. The first fertilizer application landowner expense will be on the settlement statement as a Buyer expense at the time of closing. DISCLOSURES Information regarding oil income is available in the Property Information Packet. Seller is related to a licensed real estate salesperson or broker in the state of Colorado.

*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 \$30,000.

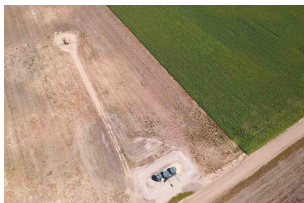
AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview	Yes
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	8/25/2020		
Auction Start Time	12:00 PM		
Auction End Time	2:00 PM		
Broker Registration Req	Yes		
Broker Reg Deadline	5:00 PM on 9/15/2020		
Buyer Premium Y/N	Yes		
Premium Amount	0.10		
Earnest Money Y/N	Yes		
Earnest Amount %/\$	30,000.00		

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 2020 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

SELLER'S PROPERTY DISCLOSURE STATEMENT - for Land Only

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 000 SE 40th AVE - Great Bend, KS 67530

Seller: Barbara A. Brown Living Trust

Date of Purchase: _____

Property currently zoned as: _____

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

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

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

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

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

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

Well/Pump _____

Drinking _____

Irrigation _____

Location _____

Depth _____

Type _____

If on well water, has water ever shown test results of contamination? ☐ Yes ☐ No

Is the property connected to ☐ city ☐ rural water systems?

Rural Water Transfer? ☐ Yes ☐ No Transfer Fee \$ _____

Cistern _____

Other _____

Comments: _____

DRAINAGE/SEWAGE SYSTEMS

Sewer Lines _____

Septic/Laterals _____

Lagoon _____

Tank Size _____ Location _____

Feet of Laterals _____

Other _____

Other _____

Comments: _____

Seller's Initials ABC

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 ☐ ☐ Comments: _____

76 _____

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 ☐ ☐ Comments: _____

84 _____

85 _____

Seller's Initials Ch

Buyer's Initials _____

PART II - Continued

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

Yes

No

Don't Know

ENVIRONMENTAL CONDITIONS

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

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

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

Comments: _____

MISCELLANEOUS

To your knowledge:

- | | | |
|-------------------------------------|-------------------------------------|---|
| ☒ | ☐ | Are there any gas/oil wells on the property or adjacent property? |
| ☐ | ☐ | Is the present use of the property a non-conforming use? |
| ☐ | ☒ | Are there any violations of local, state or federal government laws or regulations relating to this property? |
| ☐ | ☒ | Is there any existing or threatened legal or regulatory action affecting this property? |
| ☐ | ☒ | Are there any current special assessments or do you have knowledge of any future assessments? |
| ☐ | ☒ | Are there any proposed or pending zoning changes on this or adjacent property? |
| ☐ | ☒ | Are any local, state, or federal agencies requiring repairs, alterations or corrections of any existing conditions? |
| ☐ | ☐ | Are there any diseased or dead trees or shrubs? |
| ☐ | ☒ | Is the property located in an area where public authorities have or are contemplating condemnation proceedings? |
| ☐ | ☒ | Are there any facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property? If yes, please explain below. |

Comments: _____

Seller Owns:

- | | | |
|-------------------------------------|--------------------------|--|
| ☒ | ☐ | Mineral Rights: |
| | | <u>100</u> % pass with the land to the Buyer _____ % remain with the Seller |
| | | _____ % are owned by third party _____ unknown |
| ☐ | ☐ | Are there any oil, gas, or wind leases of record or Other? Please explain: _____ |

- | | | |
|-------------------------------------|--------------------------|---|
| ☒ | ☐ | Crops planted at the time of sale: |
| | | _____ pass with the land to the Buyer <u>X</u> remain with the Seller |
| | | _____ none _____ negotiable |
| | | _____ Other (please describe): _____ |

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

Water Rights:

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

Comments: _____

Seller's Initials

Buyer's Initials

SELLER'S ACKNOWLEDGMENT

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

Seller _____ Date _____ Seller _____ Date _____

OR

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. I have not occupied this property in 45 years and am not familiar with all conditions represented in this form.

Donna R Case, Trustee 08-02-2020
Seller _____ Date _____ Seller _____ Date _____

BUYER'S ACKNOWLEDGMENT AND AGREEMENT

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

Buyer _____ Date _____ Buyer _____ Date _____

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Seller's Initials

DR

Buyer's Initials



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 000 SE 40th AVE - Great Bend, KS 67530

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: _____

Donna R. Case, Trustee

Owner

08-02-2020

Date

Owner

Date



Security 1st Title

File #:

Property Address:

000 SE 40th AVE

Great Bend, KS 67530

WIRE FRAUD ALERT

IMPORTANT! YOUR FUNDS MAY BE AT RISK

****SECURITY 1ST TITLE DOES NOT SEND WIRE INSTRUCTIONS UNLESS REQUESTED****

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

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

Security 1st 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 _____

Donna R. Case, Trustee

08-02-2020

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>

AVERAGE MONTHLY UTILITIES MISCELLANEOUS INFORMATION

Property Address: _____ (the "Real Estate")

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

	Utility Provider Company	12 Month Avg
Electric:	_____	_____
Water & Sewer:	_____	_____
Gas Propane:	_____	_____
If propane, is tank owned or leased? Owned Leased <i>If leased, please provide company name and monthly lease amount:</i> _____		

Appliances that Transfer:	Refrigerator?	Yes	No	Washer?	Yes	No
	Dishwasher?	Yes	No	Dryer?	Yes	No
	Stove/Oven?	Yes	No	Other?	_____	
	Microwave?	Yes	No		_____	

Homeowners Association: Yes No

Dues Amount: _____ Yearly Monthly Quarterly

Initiation Fee: _____

Are there any permanently attached items that will not transfer with the Real Estate (e.g. projector, chandelier, etc.)? _____

Information provided has been obtained from a variety of sources. McCurdy has not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness.

Kansas

Barton

Report ID: FSA-156EZ

U.S. Department of Agriculture

Farm Service Agency

Abbreviated 156 Farm Record

FARM: 3630

Prepared: 8/11/20 11:57 AM

Crop Year: 2020

Page: 2 of 2

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Other Producers: None

Tract Number: 8191 Description SW 31-20-12

FSA Physical Location : Barton, KS

ANSI Physical Location: Barton, KS

BIA Range Unit Number:

HEL Status: HEL: conservation system is being actively applied

Recon Number

Wetland Status: Tract contains a wetland or farmed wetland

2009 - 91

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
157.9	157.16	157.16	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			
0.0	0.0	157.16	0.0	0.0			

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	58.3	42	0.0
GRAIN SORGHUM	57.7	54	0.0
Total Base Acres:	116.0		

Owners: BROWN, BARBARA

Other Producers: None

REPORT OF COMMODITIES

FARM SUMMARY

Operator Name and Address

Original: MG
Revision: EJ
Cropland: 299.20
Farmland: 318.07

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.

Planting Period	Crop/Commodity	Variety/Type	Intended Use	Irrigation Practice	Reporting Unit	Reported Quantity	Determined Quantity	Planting Period	Crop/Commodity	Variety/Type	Intended Use	Irrigation Practice	Reporting Unit	Reported Quantity	Determined Quantity
01	RYE	GR	N	A	142.04			01	SORGH	GRS	GR	N	A	41.16	
01	RYE	GZ	N	A	142.04			01	COVRC	CEG	CO	N	A	41.16	
01	FALOW	N	A	60.80				01	WHEAT	HRW	GR	N	A	55.20	

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 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. USDA is an equal opportunity provider, employer, and lender.

FSA - 578 (09-13-16)

Farm Number: 3630

REPORT OF COMMODITIES

FARM AND TRACT DETAIL LISTING

DATE: 08/11/2020

PAGE: 2

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
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Tract 8191 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	WHEAT	HRW	GR	N	A	55.20	01	SORGH	GRS	GR	N	A	41.16	01	FALOW			N	A	60.80
01	COVRC	CEG	CO	N	A	41.16														

Photo Number/Legal Description: SW 31-20-12

Cropland: 157.16

Reported on Cropland: 157.16

Difference: 0.00

Reported on Non-Cropland: 0.00

Date	Description	Property Amount	Seller's Share	Annual Property Amount	Annual Seller's Share	Property Taxes	Total Profit
02/2020	Oil Sales	\$ 7,478.61	\$ 934.83				
2019	Oil Taxes					\$ 421.50	
12/2019	Oil Sales	\$ 9,031.33	\$ 1,128.92				
10/2019	Oil Sales	\$ 8,047.98	\$ 1,006.00				
08/2019	Oil Sales	\$ 7,674.52	\$ 959.32				
06/2019	Oil Sales	\$ 7,992.16	\$ 999.02				
04/2019	Oil Sales	\$ 9,478.55	\$ 1,184.82				
02/2019	Oil Sales	\$ 8,095.20	\$ 1,011.90	\$ 50,319.74	\$ 6,289.98		\$ 5,868.48
10/2018	Oil Sales	\$ 10,405.33	\$ 1,300.67				
06/2018	Oil Sales	\$ 9,521.52	\$ 1,190.19				
05/2018	Oil Sales	\$ 74.13	\$ 9.27				
05/2018	Oil Tax-KCC Assessment	\$ (0.18)	\$ (0.02)				
03/2018	Oil Sales	\$ 8,943.22	\$ 1,117.90				
01/2018	Oil Sales	\$ 9,093.28	\$ 1,136.66	\$ 38,037.30	\$ 4,754.67		
08/2017	Oil Sales	\$ 6,782.72	\$ 847.84				
06/2017	Oil Sales	\$ 6,503.50	\$ 812.94				
04/2017	Oil Sales	\$ 7,187.97	\$ 898.50				
03/2017	Oil Sales	\$ 7,310.62	\$ 913.83	\$ 27,784.81	\$ 3,473.11		

BARTON COUNTY PERSONAL PROPERTY TAX STATEMENT

2019

Date: 11/18/2019

Statement #:

Levy: 150.53400

Tax Unit:

Oil

Watercraft Levy:

Operator ID #: BROW00737

Operator Name: BROWN, BARBARA ANN

Operator Address:

TAX SUMMARY

First Half Tax: 210.75
Second Half Tax: 210.75
Total Tax: 421.50

MAKE CHECKS PAYABLE TO:

BARTON COUNTY TREASURER, JAMES E. JORDAN
1400 MAIN ROOM 208
GREAT BEND, KS - 67530
620-793-1831

DESCRIPTION	ASSD. RATE	ASSD. VALUE	FILING PENALTY	ESTIMATED TAX
LEASE: 57403 - BROWN - INTEREST: Royalty Interest 0.12500000				
OPERATOR: LDR000002 - L D DRILLING INC				
PURCHASER: MYP000002 - MV PURCHASING, LLC				
LEGAL: W2 SW/4--MV PURCHASING #53529 - SEC: 31 TWP: 20 RRG: 12				
OIL VALUE, PENALTY VALUE AND TAXES:		2800	0	421.50

ACH Deposit Notice

Barbara Ann Brown

Account:

Date: 03/16/2020

From: MV Purchasing, LLC
To: Barbara Ann Brown

For Checks Dated 03/20/2020
Account: Page 1

Prd Date	Prod	Price Per	Volume/Share	Description	Property Amt	Your Share
02/2020	OIL	\$/BBL 46.49	160.86 /20.11	Oil Sales:	7,478.61	934.83
	Roy NRI:	0.12500000		Net Income:	7,478.61	934.83

ACH Deposit Notice

Barbara Ann Brown

Account:

Date: 11/14/2019

From: MV Purchasing, LLC
To: Barbara Ann Brown

For Checks Dated 11/20/2019
Account: Page 1

Prd Date	Prod	Price Per	Volume/Share	Description	Property Amt	Your Share
10/2019	OIL	\$/BBL 49.88	161.35 /20.17	Oil Sales:	8,047.98	1,006.00
	Roy NRI:	0.12500000		Net Income:	8,047.98	1,006.00

ACH Deposit Notice

Barbara Ann Brown

Account:

Date: 01/14/2020

From: MV Purchasing, LLC
To: Barbara Ann Brown

For Checks Dated 01/20/2020
Account: Page 1

Prd Date	Prod	Price Per	Volume/Share	Description	Property Amt	Your Share
12/2019	OIL	\$/BBL 55.60	162.42 /20.30	Oil Sales:	9,031.33	1,128.92
	Roy NRI:	0.12500000		Net Income:	9,031.33	1,128.92

ACH Deposit Notice

Barbara Ann Brown

Account: [REDACTED]

Date: 05/15/2019

From: MV Purchasing, LLC
To: Barbara Ann Brown

For Checks Dated 05/20/2019
Account: [REDACTED] Page 1

Prd Date	Prod	Price Per	Volume/Share	Description	Property Amt	Your Share
Property: (53529) Brown #1 County: BARTON, KS						
04/2019	OIL	\$/BBL:59.04	160.54 /20.07	Oil Sales:	9,478.55	1,184.82
	Roy NRI:	0.12500000		Net Income:	9,478.55	1,184.82

ACH Deposit Notice

Barbara Ann Brown

Account: [REDACTED]

Date: 09/13/2019

From: MV Purchasing, LLC
To: Barbara Ann Brown

For Checks Dated 09/20/2019
Account: [REDACTED] Page 1

Prd Date	Prod	Price Per	Volume/Share	Description	Property Amt	Your Share
Property: (53529) Brown #1 County: BARTON, KS						
08/2019	OIL	\$/BBL:50.60	151.68 /18.96	Oil Sales:	7,674.52	959.32
	Roy NRI:	0.12500000		Net Income:	7,674.52	959.32

ACH Deposit Notice

Barbara Ann Brown

Account: [REDACTED]

Date: 03/14/2019

From: MV Purchasing, LLC
To: Barbara Ann Brown

For Checks Dated 03/20/2019
Account: [REDACTED] Page 1

Prd Date	Prod	Price Per	Volume/Share	Description	Property Amt	Your Share
Property: (53529) Brown #1 County: BARTON, KS						
02/2019	OIL	\$/BBL:50.32	160.87 /20.11	Oil Sales:	8,095.20	1,011.90
	Roy NRI:	0.12500000		Net Income:	8,095.20	1,011.90

ACH Deposit Notice

Barbara Ann Brown

Account: [REDACTED]

Date: 07/15/2019

From: MV Purchasing, LLC
To: Barbara Ann Brown

For Checks Dated 07/19/2019
Account: [REDACTED] Page 1

Prd Date	Prod	Price Per	Volume/Share	Description	Property Amt	Your Share
Property: (53529) Brown #1 County: BARTON, KS						
06/2019	OIL	\$/BBL:50.54	158.13 /19.77	Oil Sales:	7,992.16	999.02
	Roy NRI:	0.12500000		Net Income:	7,992.16	999.02

ACH Deposit Notice

Barbara Ann Brown

Account: [REDACTED]

Date: 04/16/2018

From: MV Purchasing, LLC
To: Barbara Ann BrownFor Checks Dated 04/20/2018
Account: [REDACTED] Page 1

Prd Date	Prod	Price Per	Volume/Share	Description	Property Amt	Your Share
Property: (53529) Brown #1	County: BARTON, KS					
03/2018	OIL	\$/BBL: 58.19	153.69 /19.21	Oil Sales:	8,943.22	1,117.90
	Roy NRI: 0.12500000			Net Income:	8,943.22	1,117.90

ACH Deposit Notice

Barbara Ann Brown

Account: [REDACTED]

Date: 11/15/2018

From: MV Purchasing, LLC
To: Barbara Ann BrownFor Checks Dated 11/20/2018
Account: [REDACTED] Page 1

Prd Date	Prod	Price Per	Volume/Share	Description	Property Amt	Your Share
Property: (53529) Brown #1	County: BARTON, KS					
10/2018	OIL	\$/BBL: 65.94	157.80 /19.73	Oil Sales:	10,405.33	1,300.67
	Roy NRI: 0.12500000			Net Income:	10,405.33	1,300.67
Property: (53529T) Brown #1 Tank Bottom	County: BARTON, KS					
05/2018	OIL	\$/BBL: 42.12	1.76 /0.22	Oil Sales:	74.13	9.27
	Roy NRI: 0.12500000			Net Income:	74.13	9.27
Property: (53529T) Brown #1 Tank Bottom	County: BARTON, KS					
05/2018	OIL		/0.00	Oil Tax-KCC Assessment:	0.18-	0.02-
	Roy NRI: 0.12500000			Net Income:	0.18-	0.02-

Barbara Ann Brown

Account: [REDACTED]

Date: 02/15/2018

From: MV Purchasing, LLC
To: Barbara Ann BrownFor Checks Dated 02/20/2018
Account: [REDACTED] Page 1

Prd Date	Prod	Price Per	Volume/Share	Description	Property Amt	Your Share
Property: (53529) Brown #1	County: BARTON, KS					
01/2018	OIL	\$/BBL: 58.86	154.49 /19.31	Oil Sales:	9,093.28	1,136.66
	Roy NRI: 0.12500000			Net Income:	9,093.28	1,136.66

ACH Deposit Notice

Barbara Ann Brown

Account: [REDACTED]

Date: 07/17/2018

From: MV Purchasing, LLC
To: Barbara Ann BrownFor Checks Dated 07/20/2018
Account: [REDACTED] Page 1

Prd Date	Prod	Price Per	Volume/Share	Description	Property Amt	Your Share
Property: (53529) Brown #1	County: BARTON, KS					
06/2018	OIL	\$/BBL: 62.51	152.32 /19.04	Oil Sales:	9,521.52	1,190.19
	Roy NRI: 0.12500000			Net Income:	9,521.52	1,190.19

ACH Deposit Notice

Barbara Ann Brown

Account: [REDACTED]

Date: 05/15/2017

From: MV Purchasing, LLC
To: Barbara Ann BrownFor Checks Dated 05/19/2017
Account: [REDACTED] Page 1

Prd Date	Prod	Price Per	Volume/Share	Description	Property Amt	Your Share
Property: (53529) Brown #1 County: BARTON, KS						
04/2017	OIL	\$/BBL:46.38	154.98 /19.37	Oil Sales:	7,187.97	898.50
	Roy NRI:	0.12500000		Net Income:	7,187.97	898.50

ACH Deposit Notice

Barbara Ann Brown

Account: [REDACTED]

Date: 09/15/2017

From: MV Purchasing, LLC
To: Barbara Ann BrownFor Checks Dated 09/20/2017
Account: [REDACTED] Page 1

Prd Date	Prod	Price Per	Volume/Share	Description	Property Amt	Your Share
Property: (53529) Brown #1 County: BARTON, KS						
08/2017	OIL	\$/BBL:43.44	156.14 /19.52	Oil Sales:	6,782.72	847.84
	Roy NRI:	0.12500000		Net Income:	6,782.72	847.84

ACH Deposit Notice

Barbara Ann Brown

Account: [REDACTED]

Date: 04/17/2017

From: MV Purchasing, LLC
To: Barbara Ann BrownFor Checks Dated 04/20/2017
Account: [REDACTED] Page 1

Prd Date	Prod	Price Per	Volume/Share	Description	Property Amt	Your Share
Property: (53529) Brown #1 County: BARTON, KS						
03/2017	OIL	\$/BBL:44.90	162.82 /20.35	Oil Sales:	7,310.62	913.83
	Roy NRI:	0.12500000		Net Income:	7,310.62	913.83

ACH Deposit Notice

Barbara Ann Brown

Account: [REDACTED]

Date: 07/17/2017

From: MV Purchasing, LLC
To: Barbara Ann BrownFor Checks Dated 07/20/2017
Account: [REDACTED] Page 1

Prd Date	Prod	Price Per	Volume/Share	Description	Property Amt	Your Share
Property: (53529) Brown #1 County: BARTON, KS						
06/2017	OIL	\$/BBL:40.49	160.62 /20.08	Oil Sales:	6,503.50	812.94
	Roy NRI:	0.12500000		Net Income:	6,503.50	812.94



PRELIMINARY TITLE SEARCH REPORT

Prepared By:
Security 1st Title
201 E. 3rd St., PO Box 21
St. John, KS 67576
Phone: 620-549-3374
Fax: 620-549-3369

Contact: **Donna Westmoland**
Email: **dwestmoland@security1st.com**

Prepared Exclusively For:
McCurdy Auction, LLC
12041 E. 13th St. N
Wichita, KS 67206
Phone: 316-683-0612
Fax: 316-683-8822
Email: **sfrost@mccurdyauction.com;**
joxborrow@mccurdyauction.com

Report No: **2373205 Revision 1**

Report Effective Date: **August 6, 2020, at 7:30 a.m.**

Property Address: **00000 SE 40th Ave, Great Bend, KS 67530**

This Title Search Report is NOT a commitment to insure and is not to be construed as an Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the specific benefit of **McCurdy Auction, LLC**, and as such should not be relied upon by any other party for any Real Estate Transaction. Any and all loss or damage that may occur by reason of any errors and omissions in this Company's Report is limited to \$1,000.00 and the fee it received for the preparation and issuance of this report, if any.

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

Donna R. Case, Trustee of the Barbara A. Brown Living Trust dated October 5, 2011

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

The Southwest Quarter of Section 31, Township 20 South, Range 12 West of the 6th P.M., Barton County, Kansas.

3. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:
 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
 2. Pay the agreed amount for the estate or interest to be insured.



Security 1st Title

Any questions regarding this report should be directed to: **Donna Westmoland**
Phone: **620-669-8289**, Email: **dwestmoland@security1st.com**

3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **We have a copy of the Certification of Trust for Barbara A. Brown Living Trust dated October 5, 2011. We must be furnished a satisfactory affidavit certifying there have been no changes to the trust since that date.**

Said form of affidavit will be provided upon request.

6. **The Quit Claim Deed dated October 5, 2011, and recorded October 27, 2011 as Book 616, Page 7384 failed to recite the marital status of Barbara A. Brown. If said individual was single, then we require the filing of a properly executed Affidavit of Marital Status from a person of knowledge stating that said person was single on the date said instrument was executed. If said person was married at such time, then we require proper conveyance from the spouse of said individual.**
7. **File a Trustees Deed from Barbara A. Brown Living Trust dated October 5, 2011 to a Purchaser TO BE DETERMINED.**

NOTE: Said instrument must make reference to the terms and provisions of the Trust Agreement; be made pursuant to the powers conferred by said Agreement; and state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked.

8. **Provide this Company with a properly completed and executed Owner's Affidavit.**
9. **Recording Fees and Information for Kansas Counties:**

Deed:	\$21.00 (first page) + \$17.00 (each additional page)
Mortgage:	\$21.00 (first page) + \$17.00 (each additional page)
Mortgage Release:	\$20.00 (first page) + \$4.00 (each additional page)
Mortgage Assignment:	\$20.00 (first page) + \$4.00 (each additional page)

The above fees do not include all documents that may be filed in each



Security 1st Title

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Phone: **620-669-8289**, Email: **dwestmoland@security1st.com**

county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

(NOTE: Beginning January 1, 2019, Mortgage Registration Tax is no longer required in the State of Kansas.)

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

NOTE: For documents electronically recorded, there is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.

4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any other matters that may arise after the date of this report:
 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
 2. Rights or claims of parties in possession not shown by the Public Records
 3. Easements, or claims of easements, not shown by the Public Records
 4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land
 5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
 6. Taxes, or special assessments, if any, not shown as existing liens by the Public



Security 1st Title

Any questions regarding this report should be directed to: **Donna Westmoland**
Phone: **620-669-8289**, Email: **dwestmoland@security1st.com**
Records

7. The lien of the General Taxes for the year **2020**, and thereafter.
8. **General taxes and special assessments for the fiscal year 2019 in the amount of \$410.04, PAID.**
Property ID # 262-57000017800
9. **The definition of land as described in the policy does not include any manufactured home or mobile home located on the insured premises, unless the personal title to the same has been cancelled by the Kansas Department of Motor Vehicles and filed with the Barton County Register of Deeds.**
10. **Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exceptions, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interest or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.**
11. **Rights of parties in possession under unrecorded leases.**
12. **Terms and provisions of the oil and gas lease executed between Barbara Ann Brown, lessor, and Mull Drilling Company, Inc., lessee, for a primary term of 3 years, filed August 9, 2002, recorded in/on Book 602, Page 3, together with all subsequent assignments and conveyances.**

NOTE: If there is no production of oil and gas from all of the property covered by the above lease; if any set terms including options to renew in the lease have expired; and if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued.

13. **Terms and provisions of the oil and gas lease executed between Barbara Ann Brown, lessor, and L.D. Davis, lessee, for a primary term of 1 years, filed August 3, 2007, recorded in/on Book 614, Page 1868, together with all subsequent assignments and conveyances.**

NOTE: If there is no production of oil and gas from all of the property covered by the above lease; if any set terms including options to



Security 1st Title

Any questions regarding this report should be directed to: **Donna Westmoland**
Phone: **620-669-8289**, Email: **dwestmoland@security1st.com**

renew in the lease have expired; and if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued.

- 14. Terms and provisions contained in the document entitled "Affidavit of Production" filed April 25, 2005 as Book 612, Page 7248.**
- 15. Subject property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of Resolution No. 2000-01, recorded December 4, 2000 in Book 591, Page 409, for zoning regulations.**

Dated: **August 6, 2020, at 7:30 a.m.**

SECURITY 1ST TITLE



By: _____

LICENSED ABTRACTER

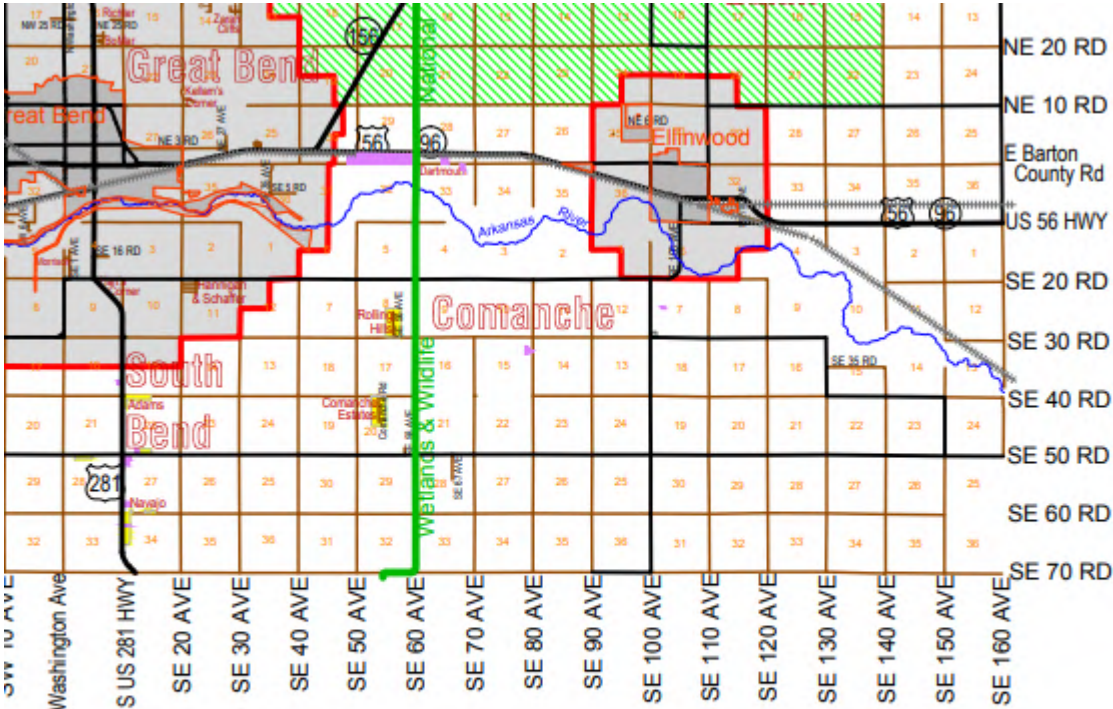
000 SE 40th Ave. – Great Bend, KS 67530

Zoning: A - Agricultural District

Barton County Kansas Zoning Map - Version II

Zoning Districts

A Agricultural District	R Residential District	PL Planned Community District	I Industrial District
UC Unincorporated Community District	C Commercial District	LMSC Light Manufacturing Service Commercial District	
WECS - No Build Zone	WECS - Conditionally Permitted Zone	City Extra Territorial Zoning Boundaries	



911 addresses reflect the distance from the E/W & N/S dividing roads in 1/100's of a mile.
The E/W dividing road is Washington Ave-Susank Rd. The N/S dividing road is Barton County Rd. The even number addresses are on the east and north sides of the road and the odd numbers are on the west and south sides of the road.
ex: 245 NE 30 Rd (BCCC) is almost 2.5 miles east of N Washington Ave on the south side.

Kansas State Plane-South
US Foot NAD 83
0 1/2 1 2
miles
printed 2/22/18

Legend

Floodplain Data

DFIRM Status

- ☒ Effective DFIRM
- ☐ Not Modernized

PLSS



Stream Centerline



Base Flood Approximate Elevations



Base Flood Elevations



Lettered Cross Sections



Unlettered, Mapped Cross Sections



LOMR Areas

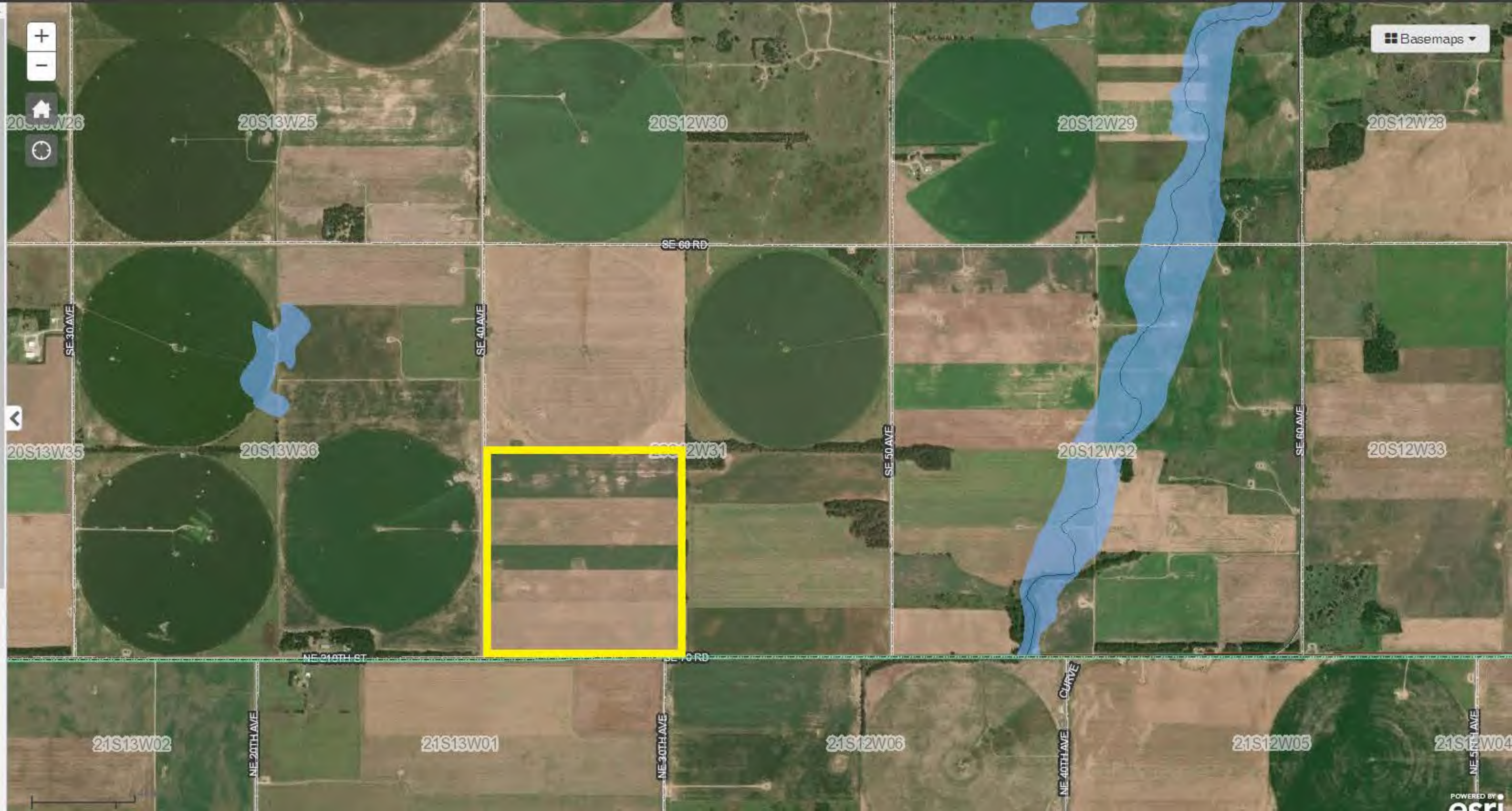


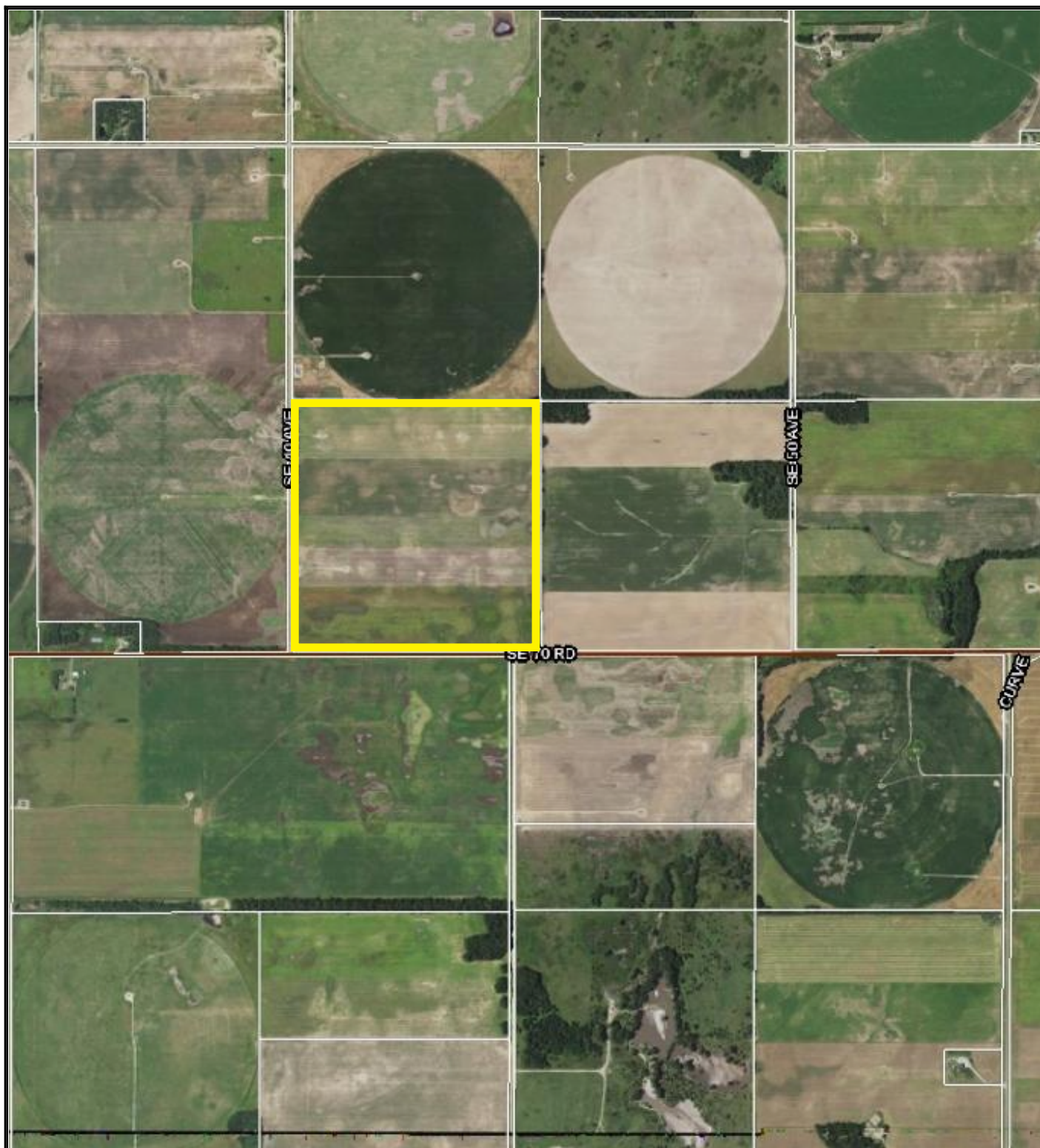
Special Flood Hazard Area

- ☒ AO
- ☐ AH
- ☐ AE, FLOODWAY
- ☐ AE
- ☐ A

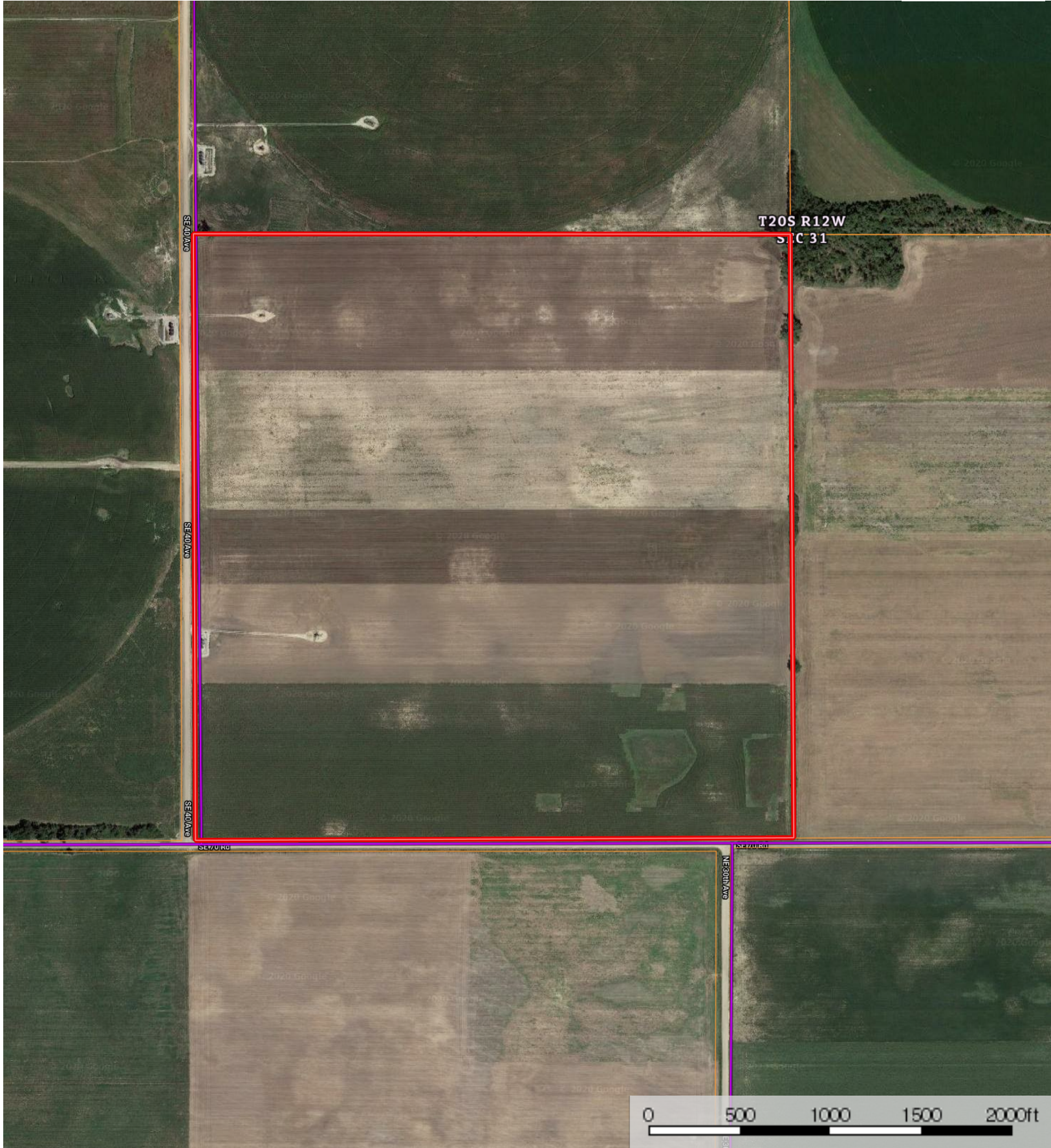
Layers

- ☒ Floodplain Data
- ☐ LiDAR Hillshade

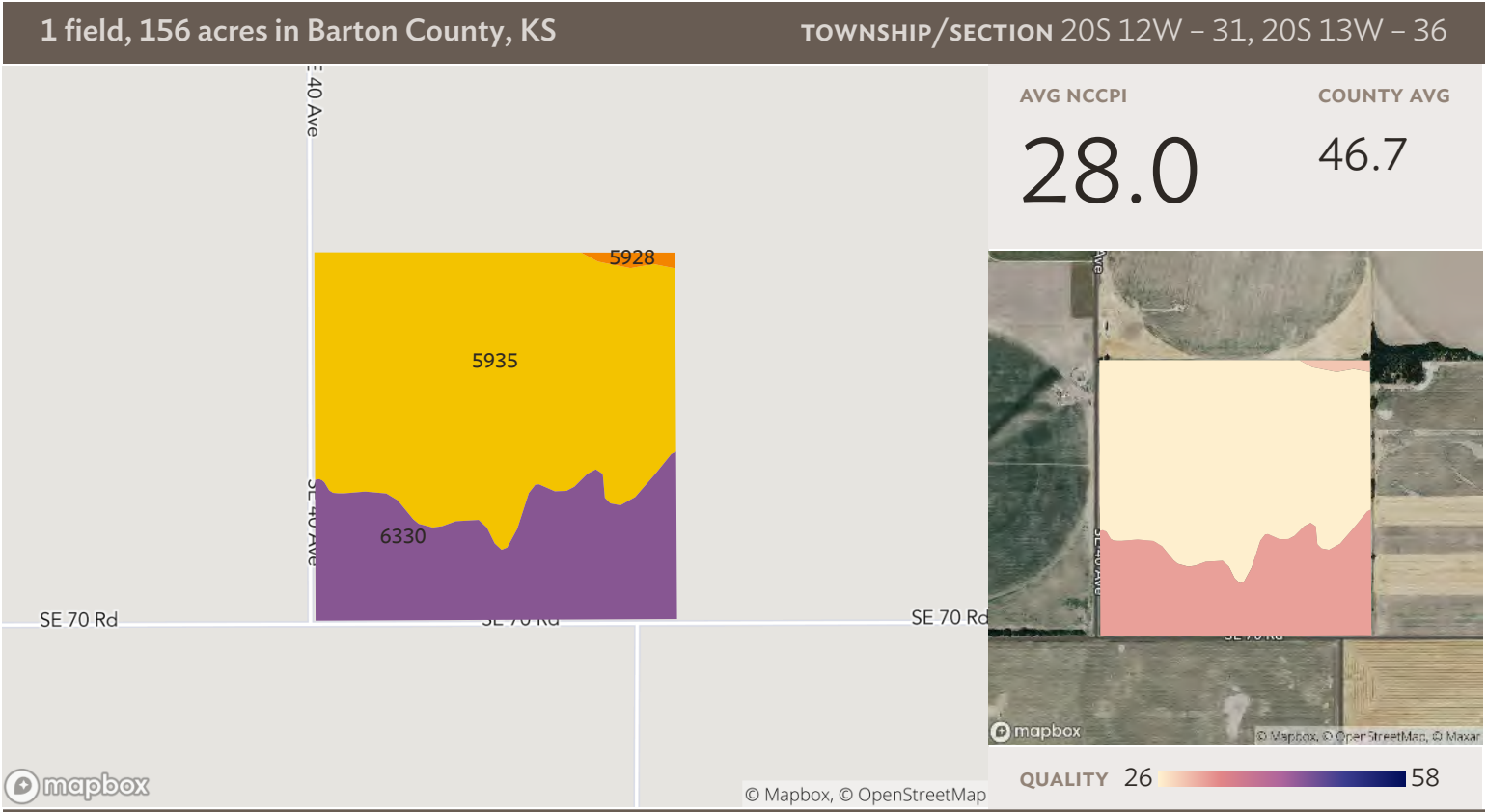




6/24/2020



 Boundary



Source: NRCS Soil Survey

All fields

156 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
5935	Pratt-Carwile complex, 0 to 5 percent slopes	104.40	66.7%	3	26.1
6330	Carwile fine sandy loam, 0 to 1 percent slopes	50.79	32.5%	2	32.0
5928	Pratt loamy fine sand, 1 to 5 percent slopes	1.28	0.8%	3	29.2
		156.47			28.0



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.
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*)

