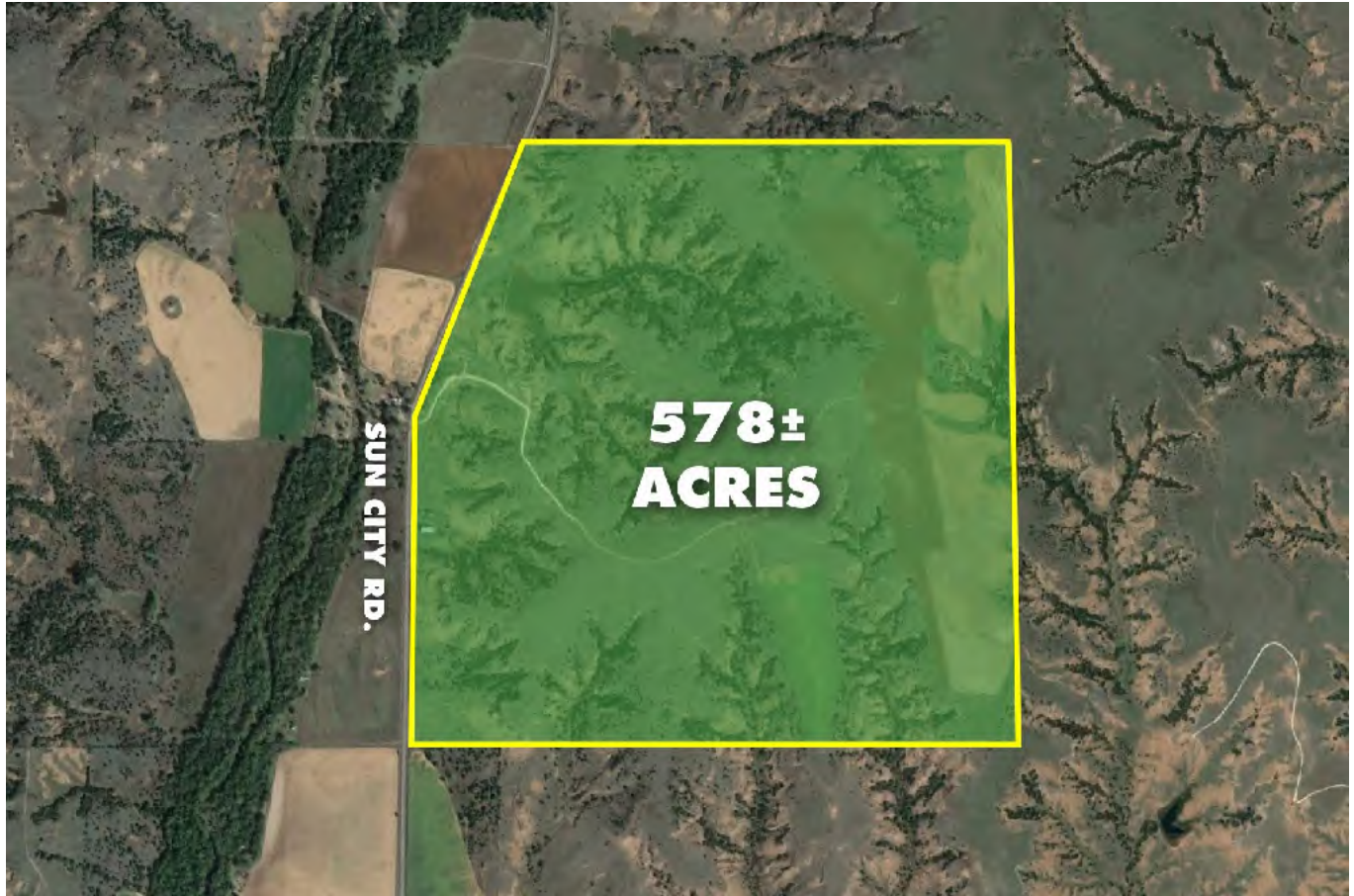


PROPERTY INFORMATION PACKET | THE DETAILS



578 +/- Acres on NW Sun City Rd | Lake City, KS 67071

AUCTION: BIDDING OPENS: Tues, March 16th @ 2:00 PM

BIDDING CLOSES: Thurs, April 1st @ 2:00 PM

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



McCurdy
AUCTION L.L.C.
REAL ESTATE SPECIALISTS

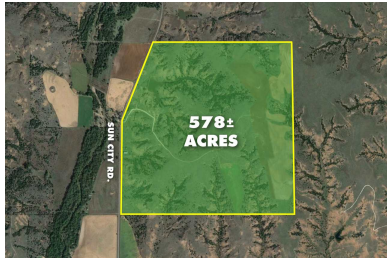


Table of Contents

- PROPERTY DETAIL PAGE
- WATER WELL ORDINANCE
- SECURITY 1ST TITLE WIRE FRAUD ALERT
- FSA REPORT
- FSA MAP
- ZONING MAP
- AERIAL MAP
- TERMS AND CONDITIONS
- GUIDE TO AUCTION COSTS

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 # 592520
Class Land
Property Type Farm
County Barber
Area OUT - Out of Area
Address 578 +/- Acres on NW Sun City Rd in Lake City
Address 2
City Lake City
State KS
Zip 67071
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 5



GENERAL

List Agent - Agent Name and Phone	RICK W BROCK - HOME: 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
Co-List Agent - Agent Name and Phone		Display Address	Yes
Co-List Office - Office Name and Phone		VOW: Allow 3rd Party Comm	Yes
Showing Phone	800-301-2055	Sub-Agent Comm	0
Zoning Usage	Agriculture	Buyer-Broker Comm	3
Parcel ID	00405-7-25-0-00-001.00-0	Transact Broker Comm	3
Number of Acres	578.00	Variable Comm	Non-Variable
Price Per Acre		Virtual Tour Y/N	
Lot Size/SqFt	578 Acres		
School District	Barber County North School District (USD 254)		
Elementary School	Medicine Lodge		
Middle School	Medicine Lodge		
High School	Medicine Lodge		
Subdivision	NONE		
Legal	S25, T30, R15, ACRES 602.7, ALL SEC LESS RD R/W		

DIRECTIONS

Directions (Sun City) North on Sun City Rd about 2.5 miles

FEATURES

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

FINANCIAL

Assumable Y/N	No
General Taxes	\$0.00
General Tax Year	2020
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, March 16th, 2021 at 2:00 PM (cst) | BIDDING CLOSES: Thursday, April 1st, 2021 at 2:00 PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES. NO MINIMUM, NO RESERVE!!! ONLINE ONLY!!! Great opportunity to own 578 +/- acres just 2.5 miles north of Sun City and 8 miles northwest of Lake City! This property lies just east of Turkey Creek, in the heart of unit 16, a hunter's paradise known for record whitetail deer. Rolling land with a pond Tillable and pasture ground Paved blacktop frontage Barbwire fencing all around the property Cross fencing Hay Barn Grain Silo There is a tenant occupying the property under a verbal lease. The tenant pays a cash rent of \$11,800 per year, payable in two equal payments on July 1st and December 31st. This property was recently subject to a lot/parcel split and taxes are accordingly estimated. Definition of 'selling by the acre': A method of sale often used for agricultural or undeveloped acreage in which bids are made based on a per acre price. By way of example, if a 160 acre parcel was offered "by the acre" the high bid may be \$5,000 an acre. That amount would then be multiplied times the total acreage to arrive at a total sales price of \$800,000. *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. Property available to preview by 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 \$75,000

AUCTION

Type of Auction Sale	Absolute	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	3/16/2021	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	03/31/2021 @ 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 %/\$	75,000.00	3 - Open End Time

TERMS OF SALE

Terms of Sale

PERSONAL PROPERTY

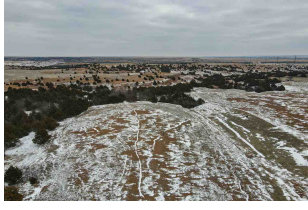
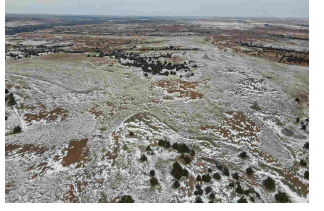
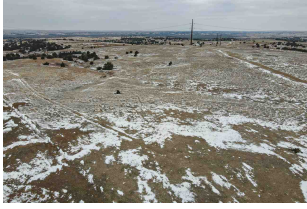
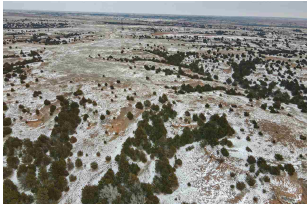
Personal Property

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: Approximately 578 +/- Acres At NW Sun City Rd. - Lake City, KS

67071

DOES THE PROPERTY HAVE A WELL? YES _____ NO SFR

If yes, what type? Irrigation _____ Drinking _____ Other _____

Location of Well: _____

DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES _____ NO SFR

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

HFB Trustee
Owner

2-5-21
Date

Owner

Date



Security 1st Title

File #:

Property Address:

Approximately 578 +/- Acres At NW

Lake City, KS 67071

Sun City Rd.

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

[Handwritten Signature]
Trustee
2-5-21

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>

Kansas
Barber

U.S. Department of Agriculture
Farm Service Agency

FARM: 3762
Prepared: 2/11/21 2:36 PM
Crop Year: 2021

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

Page: 1 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.

Operator Name	Farm Identifier	Recon Number
		2017 - 19

Farms Associated with Operator:
None

ARC/PLC G//F Eligibility: Eligible

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
1108.23	377.31	377.31	0.0	0.0	0.0	0.0	0.0	Active	3

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP
0.0	0.0	377.31	0.0	0.0

ARC/PLC					
PLC	ARC-CO	ARC-IC	PLC-Default	ARC-CO-Default	ARC-IC-Default
NONE	WHEAT	NONE	NONE	NONE	NONE

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction	HIP
WHEAT	315.0	30	0.00	0
Total Base Acres:	315.0			

Tract Number: 48 Description C3 Sec 25, NE4 26-30-15

FSA Physical Location : Barber, KS ANSI Physical Location: Barber, KS

BIA Range Unit Number:

HEL Status: HEL: conservation system is being actively applied

Wetland Status: Tract does not contain a wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
793.32	209.15	209.15	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	209.15	0.0	0.0

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	196.0	28	0.00
Total Base Acres:	196.0		

Owners: BISSANTZ FAMILY IRREV TR

Other Producers: LAMBERT, RICK

Kansas
Barber

U.S. Department of Agriculture
Farm Service Agency

FARM: 3762
Prepared: 2/11/21 2:36 PM
Crop Year: 2021

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

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.

Tract Number: 221 **Description** T8 NE4 23-32-10

FSA Physical Location : Barber, KS **ANSI Physical Location:** Barber, KS

BIA Range Unit Number:

HEL Status: HEL: conservation system is being actively applied

Wetland Status: Tract does not contain a wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
157.35	121.63	121.63	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	121.63	0.0	0.0			
Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction				
WHEAT	119.0	32	0.00				
Total Base Acres:		119.0					

Owners: BISSANTZ FAMILY IRREV TR

Other Producers: None

Tract Number: 9138 **Description** SE/4 16-32-9 Harper CO KS

FSA Physical Location : Harper, KS **ANSI Physical Location:** Harper, KS

BIA Range Unit Number:

HEL Status: HEL Determinations not complete

Wetland Status: Wetland determinations not complete

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
157.56	46.53	46.53	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	46.53	0.0	0.0			

Owners: BISSANTZ FAMILY IRREV TR

Other Producers: None

FSA - 578 (09-13-16)

Farm Number: 3762

Operator Name and Address

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

DATE: 02/11/2021
PAGE: 1

Original: SLT
Revision: MLN
Cropland: 377.31
Farmland: 1,108.23

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
48	8A	ALFAL		FG		N	C	N	I	A	10.00		Yes		N	9/5/2016	01	
	Producer				Share	100.00	FSA Physical Location Barber, Kansas								NAP Unit 899	Signature Date 12/10/2020		
	8B	WHEAT	HRW	GR		N	C	N	I	A	27.52		Yes		N	10/10/2020	01	
	Producer				Share	100.00	FSA Physical Location Barber, Kansas								NAP Unit 899	Signature Date 12/10/2020		
	20	WHEAT	HRW	GR		N	C	N	I	A	21.51		Yes		N	10/11/2020	01	
	Producer				Share	100.00	FSA Physical Location Barber, Kansas								NAP Unit 899	Signature Date 12/10/2020		
	21	WHEAT	HRW	GR		N	C	N	I	A	14.46		Yes		N	10/11/2020	01	
	Producer				Share	100.00	FSA Physical Location Barber, Kansas								NAP Unit 899	Signature Date 12/10/2020		

Tract 48 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	63.49	01	ALFAL		FG	N	A	10.00							
Photo Number/Legal Description: C3 Sec 25, NE4 26-30-15																				
Cropland: 209.15						Reported on Cropland: 73.49						Difference: -135.66						Reported on Non-Cropland: 0.00		
221	9	GRASS		NAG	LS		N	C	N	I	A	25.91		No		N			01	2025
Producer							Share 100.00 FSA Physical Location Barber, Kansas							NAP Unit 3104 Signature Date 01/22/2021						

Tract 221 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	NAG	LS	N	A	25.91																		
Photo Number/Legal Description: T8 NE4 23-32-10																								
Cropland: 121.63						Reported on Cropland: 0.00						Difference: -121.63						Reported on Non-Cropland: 25.91						
9138	3	GRASS		NAG	LS		N	C	N	I	A	109.99		No		N			01	2025				
Producer							Share 100.00							FSA Physical Location Harper, Kansas							NAP Unit 3104		Signature Date 01/22/2021	

Tract 9138 Summary

<u>PP</u>	<u>Cr/Co</u>	<u>Var/Type</u>	<u>Int Use</u>	<u>Irr Pr</u>	<u>Rpt Unit</u>	<u>Rpt Qty</u>	<u>PP</u>	<u>Cr/Co</u>	<u>Var/Type</u>	<u>Int Use</u>	<u>Irr Pr</u>	<u>Rpt Unit</u>	<u>Rpt Qty</u>	<u>PP</u>	<u>Cr/Co</u>	<u>Var/Type</u>	<u>Int Use</u>	<u>Irr Pr</u>	<u>Rpt Unit</u>	<u>Rpt Qty</u>
01	GRASS	NAG	LS	N	A	109.99														
Photo Number/Legal Description: SE/4 16-32-9 Harper CO KS																				
Cropland: 46.53						Reported on Cropland: 0.00						Difference: -46.53						Reported on Non-Cropland: 109.99		

Note: All cropland on all active tracts has not been reported.

FSA - 578 (09-13-16)

Farm Number: 3762

Operator Name and Address

REPORT OF COMMODITIES
FARM SUMMARY

DATE: 02/11/2021
PAGE: 2

Original: SLT
Revision: MLN
Cropland: 377.31
Farmland: 1,108.23

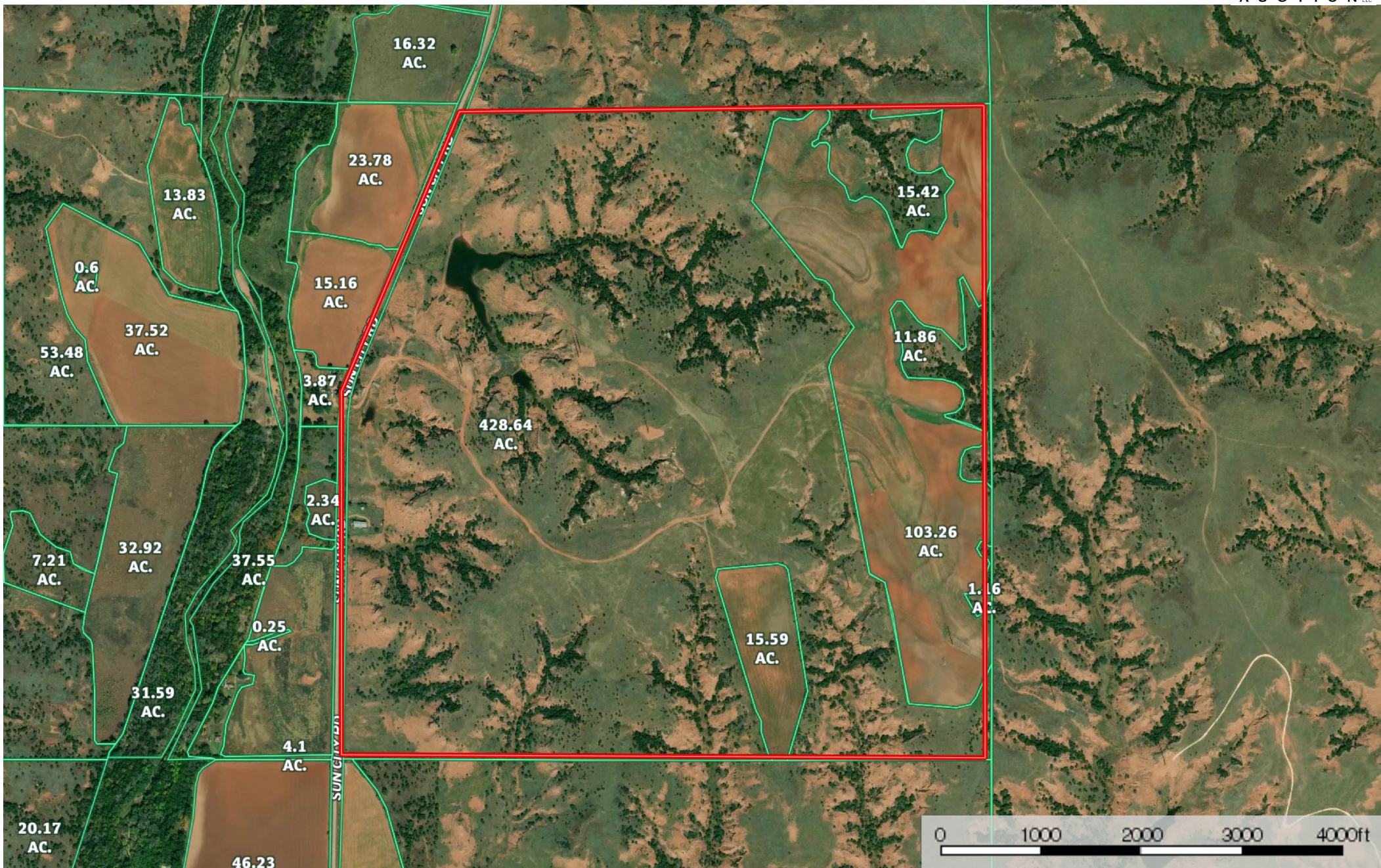
NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a – as amended). The authority for requesting the information identified on this form is 7 CFR Part 718, the Farm Security and Rural Investment Act of 2002 (Pub L. 107-171), and the Agricultural Act of 2014 (Pub. 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.

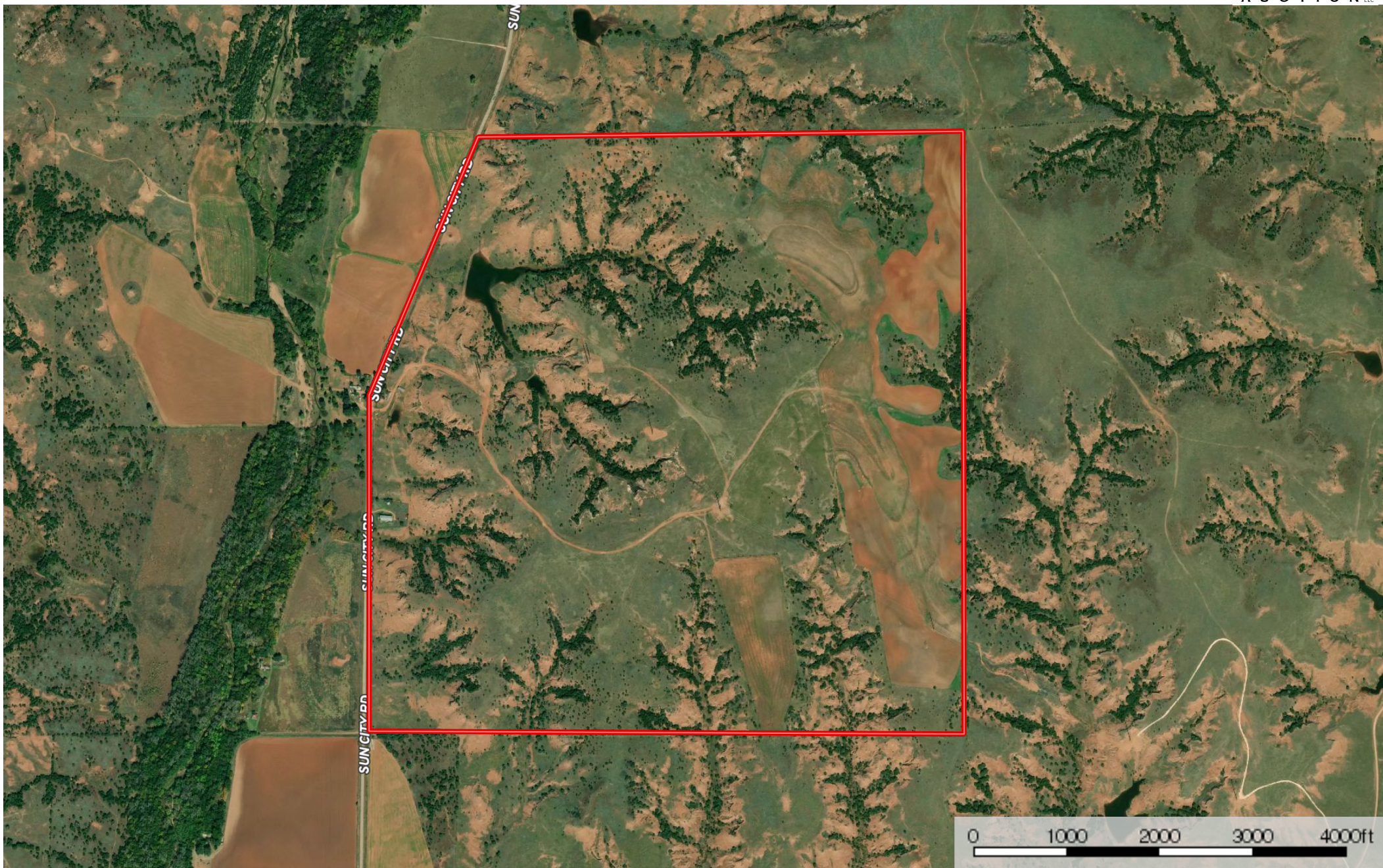
Crop/Commodity							Variety/Type							Share						
GRASS							NAG							100.00						
WHEAT							HRW							100.00						
ALFAL							100.00													
Planting Period	Crop/Commodity	Variety/Type	Intended Use	Irrigation Practice	Reporting Unit	Reported Quantity	Determined Quantity	Planting Period	Crop/Commodity	Variety/Type	Intended Use	Irrigation Practice	Reporting Unit	Reported Quantity	Determined Quantity					
01	ALFAL		FG	N	A	10.00		01	WHEAT	HRW	GR	N	A	63.49						
01	GRASS	NAG	LS	N	A	135.90														

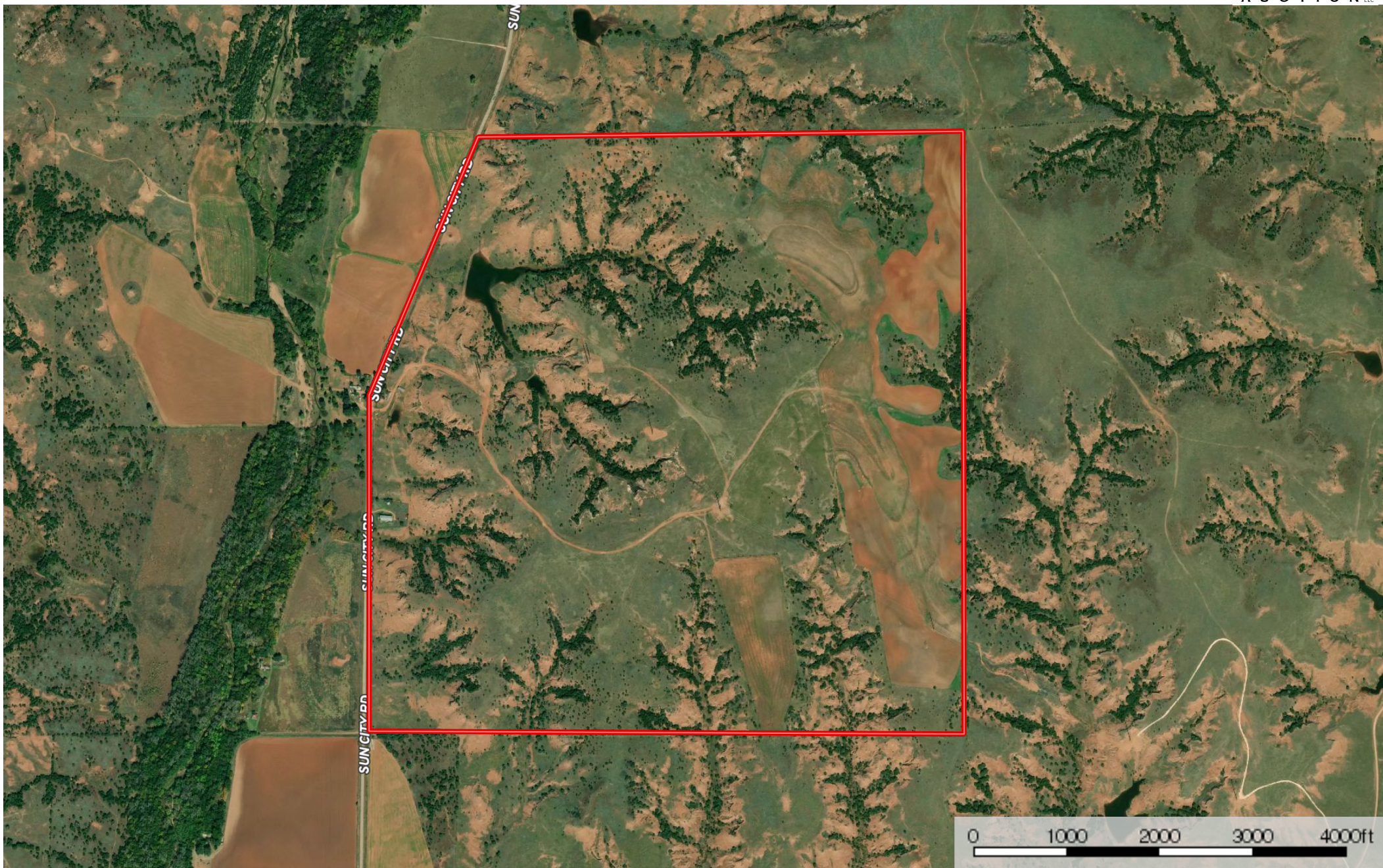
CERTIFICATION: I certify to the best of my knowledge and belief that the acreage of crops/commodities and land uses listed herein are true and correct and that all required crops/commodities and land uses have been reported for the farm as applicable. Absent any different or contrary prior subsequent 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.









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*)

