

PROPERTY INFORMATION PACKET | THE DETAILS



10704 SE 90 St | Kingman, KS 67068

AUCTION: BIDDING OPENS: Thurs, June 10th @ 2:00 PM
BIDDING CLOSES: Tues, June 29th @ 2:10 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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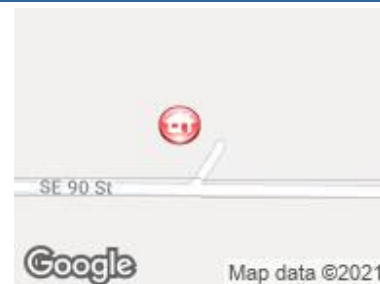
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ACREAGE REPORT
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or McCurdy was obtained from a variety of sources and seller and McCurdy have not made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid.

ALL FIELDS CUSTOMIZABLE 2



MLS # 596878
Status Active
Contingency Reason
Area KNG - Kingman County
Address 10704 SE 90 St
City Kingman
Zip 67068
Asking Price \$0
Original Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms	1	Approx. AGLA	1326
Total Bedrooms	1.00	AGLA Source	Court House
AG Full Baths	2	Approx. BFA	663.00
AG Half Baths	0	BFA Source	Court House
Total Full Baths	2	Approx. TFLA	1,989
Total Half Baths	0	Lot Size/SqFt	3402036
Total Baths	2	Number of Acres	78.10
Garage Size	Carport		
Basement	Yes - Finished		
Levels	One Story		
Approximate Age	81+ Years		
Acreage	10.01 or More		

GENERAL

List Agent - Agent Name and Phone	RICK W BROCK - HOME: 316-683-0612	List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-867-3600
Co-List Agent - Agent Name and Phone		Co-List Office - Office Name and Phone	
Showing Phone	1-800-301-2055	Year Built	1915
Parcel ID	14613-0 00 00 005 00 0 01	School District	Kingman - Norwich School District (USD 331)
Elementary School	Norwich	Middle School	Norwich
High School	Norwich	Subdivision	MNONE
Legal		List Date	5/17/2021

ROOMS

Master Bedroom Level	Main	Master Bedroom Dimensions	13.3 x 13.6
Master Bedroom Flooring	Carpet	Living Room Level	Main
Living Room Dimensions	27.3 x 19.8	Living Room Flooring	Carpet
Kitchen Level	Main	Kitchen Dimensions	15.8 x 14.6
Kitchen Flooring	Laminate - Other	Room 1 Type	
Room 2 Type		Room 3 Type	
Room 4 Level	Basement	Room 4 Type	Family Room
Room 4 Dimensions	10.3 x 23.1	Room 4 Flooring	Carpet
Room 5 Level	Main	Room 5 Type	Sun Room/Atrium
Room 5 Dimensions	13.4 x 12.9	Room 5 Flooring	Concrete
Room 6 Level	Basement	Room 6 Type	Bonus Room
Room 6 Dimensions	12.7 x 7.3	Room 6 Flooring	Concrete
Room 7 Level	Basement	Room 7 Type	Bonus Room
Room 7 Dimensions	11.6 x 11.5	Room 7 Flooring	Carpet
Room 8 Level	Main	Room 8 Type	Storage
Room 8 Dimensions	7.2 x 12	Room 8 Flooring	Tile
Room 9 Level		Room 9 Type	
Room 9 Dimensions		Room 9 Flooring	
Room 10 Level		Room 10 Type	
Room 10 Dimensions		Room 10 Flooring	
Room 11 Level		Room 11 Type	
Room 11 Dimensions		Room 11 Flooring	
Room 12 Level		Room 12 Type	
Room 12 Dimensions		Room 12 Flooring	

DIRECTIONS

Directions SE 100 Ave and SE 90 St (Kingman County) East on SE 90 St to address on north side.

FEATURES

ARCHITECTURE Ranch	UTILITIES Septic Sewer Propane Gas Public Water	FIREPLACE One Living Room Woodburning	POSSESSION At Closing
EXTERIOR CONSTRUCTION Frame w/Less than 50% Mas			PROPOSED FINANCING Other/See Remarks
ROOF Composition	BASEMENT / FOUNDATION Partial No Basement Windows	KITCHEN FEATURES Electric Hookup Laminate Counters	WARRANTY No Warranty Provided
LOT DESCRIPTION Standard	BASEMENT FINISH 1 Bath Bsmt Rec/Family Room 2 Add. Finished Rooms	MASTER BEDROOM Master Bdrm on Main Level	OWNERSHIP Individual
FRONTAGE Unpaved Frontage	COOLING Central Electric	AG OTHER ROOMS Sun Room	PROPERTY CONDITION REPORT No
EXTERIOR AMENITIES Covered Patio Fence-Other/See Remarks Guttering Security Light Storm Door(s) Storm Windows/Ins Glass	HEATING Forced Air Gas	LAUNDRY Main Floor Separate Room 220-Electric	SHOWING INSTRUCTIONS Appt Req-Call Showing #
GARAGE Carport	DINING AREA Living/Dining Combo	INTERIOR AMENITIES Ceiling Fan(s) Window Coverings-All Laminate – Other Wood Laminate	LOCKBOX None
FLOOD INSURANCE Unknown			TYPE OF LISTING Excl Right w/o Reserve

FINANCIAL

Assumable Y/N	No	HOA Y/N	No
Currently Rented Y/N	No	Yearly HOA Dues	
Rental Amount		HOA Initiation Fee	
General Property Taxes	\$1,694.34	Home Warranty Purchased	unknown
General Tax Year	2020	Earnest \$ Deposited With	Security 1st Title
Yearly Specials	\$0.00		
Total Specials	\$0.00		

PUBLIC REMARKS

Public Remarks	Property offered at ONLINE ONLY auction. BIDDING OPENS: Thursday June 10th 2021 at 2:00PM (cst) BIDDING CLOSES: Tuesday June 29th at 2:10 PM) (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES. ONLINE ONLY!!! NO MINIMUM, NO RESERVE!!! 1+- BR, 2-BA Ranch home on 78.1 acres! Located near Norwich in Kingman County, less than 30 miles from Wichita, this property has incredible outbuildings, a nice country home, and is perfect for horses or cattle! House Exterior Stone veneer/vinyl siding Stone chimney Attached Two Car Carport Covered front patio Interior Main Floor Living room with carpet, wood-burning fireplace, and wood beams Eat-in kitchen with range hood, ample cabinetry One bedroom, one bathroom with tub/shower combination Sunroom with large windows, sliding glass door, and access to the basement This room could be converted to a second bedroom Additional storage room with exterior door to the carport Separate laundry room off the kitchen Basement Family/rec Room Bathroom with walk-in shower 3 bonus rooms Workshop/Barn Storage building with full floored loft loft approx. 35 x 18 ft. Approx. 1410 sq. ft. total Large equipment shed with side shed for tractor storage equipped with power/lighting (220/110 amp) Stables 160' x 63' Metal building Partial concrete floor/hallway Equipped with lighting, power (220/110 amp), and water Seven box stalls and a breeding chute Poles for up to five optional panel pens Small 50' x 40' riding arena Outdoor riding arena Hay, tack, and saddle storage Foaling Shed Metal roof and sides, approx. 72' x 15' Four stalls approx. 18' x 15' 30' x 20' paddock off stalls Power and water to building Machine Shed Steel building approx. 70' x 50' Large sliding doors at each end Easily fit a combine or swather 15'+ clearance with clear span trusses See-through clear ridge for natural light partial concrete pad 220/110 Power Land Perfect for livestock/agriculture Small natural ponds Pasture recently cleared Owner has cut 80-100 bales of mixed prairie hay per year Owner has had up to 12 horses and 25 cattle on the pasture without needing to buy feed Mineral rights transfer ***SEE TERMS OF SALE***
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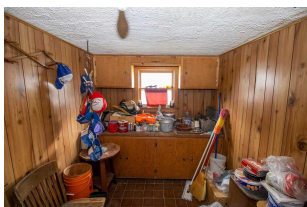
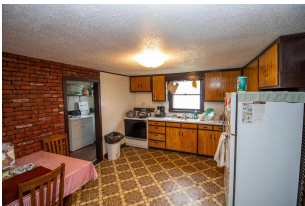
AUCTION

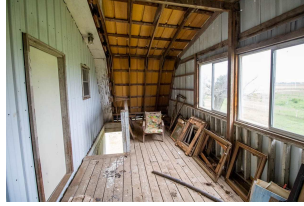
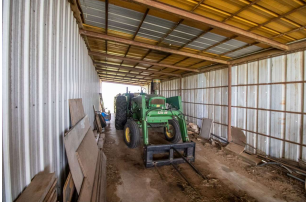
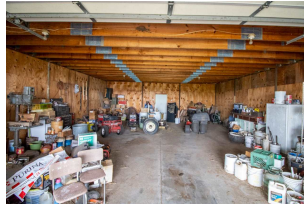
Type of Auction Sale	Absolute	1 - Open for Preview
Method of Auction	Online Only	1 - Open/Preview Date
Auction Location	mccurdyauction.com	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	6/10/2021	
Auction Start Time	2PM	
Broker Registration Req	Yes	
Buyer Premium Y/N	Yes	
Premium Amount	0.10	
Earnest Money Y/N	Yes	
Earnest Amount %/\$	20,000.00	

TERMS OF SALE

Terms of Sale *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 \$20,000.00.

ADDITIONAL PICTURES





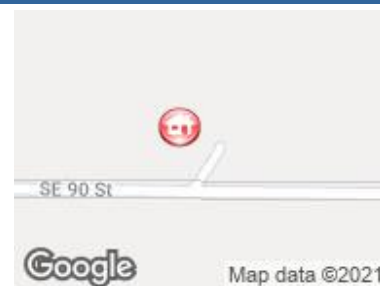
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MLS PIP



MLS # 596879
Class Land
Property Type Undeveloped Acreage
County Kingman
Area KNG - Kingman County
Address 10704 SE 90 st
Address 2
City Kingman
State KS
Zip 67068
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 3



GENERAL

List Agent - Agent Name and Phone	RICK W BROCK - HOME: 316-683-0612	List Date	5/17/2021
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-867-3600	Expiration Date	8/15/2021
Co-List Agent - Agent Name and Phone		Realtor.com Y/N	Yes
Co-List Office - Office Name and Phone		Display on Public Websites	Yes
Showing Phone	1-800-301-2055	Display Address	Yes
Zoning Usage	Agriculture	VOW: Allow AVM	Yes
Parcel ID	14613-0 00 00 005 00 0 01	VOW: Allow 3rd Party Comm	Yes
Number of Acres	78.10	Sub-Agent Comm	0
Price Per Acre		Buyer-Broker Comm	3
Lot Size/SqFt	3402036	Transact Broker Comm	3
School District	Kingman - Norwich School District (USD 331)	Variable Comm	Non-Variable
Elementary School	Norwich	Virtual Tour Y/N	
Middle School	Norwich	Days On Market	21
High School	Norwich	Cumulative DOM	21
Subdivision	NONE	Cumulative DOMLS	
Legal	S13, T29, R06W, ACRES 78.1	Input Date	5/28/2021 4:09 PM
		Update Date	6/7/2021
		Off Market Date	
		Status Date	5/28/2021
		HotSheet Date	5/28/2021
		Price Date	5/28/2021

DIRECTIONS

Directions SE 100 Ave and SE 90 St (Kingman County) East on SE 90 St to address on north side.

FEATURES

SHAPE / LOCATION	IMPROVEMENTS	DOCUMENTS ON FILE	LOCKBOX
Rectangular	Farm House	Aerial Photos	None
TOPOGRAPHIC	Fencing	Photographs	AGENT TYPE
Pond/Lake	OUTBUILDINGS	FLOOD INSURANCE	Sellers Agent
Rolling	Garage	Unknown	OWNERSHIP
Stream/River	Equipment Barn	SALE OPTIONS	Individual
PRESENT USAGE	Livestock Barn	Other/See Remarks	TYPE OF LISTING
Other/See Remarks	Livestock Pens	PROPOSED FINANCING	Excl Right w/o Reserve
ROAD FRONTAGE	Riding Arena	Other/See Remarks	HOUSE FEATURES
Dirt	Shop	POSSESSION	Frame
County	Stable	At Closing	1501+ SQFT
UTILITIES AVAILABLE	MISCELLANEOUS FEATURES	SHOWING INSTRUCTIONS	31+ Years
Electricity	Mineral Rights Included	Call Showing #	BUILDER OPTIONS
Lagoon			Open Builder
Private Water			
Propane			

FINANCIAL

Assumable Y/N	No
General Taxes	\$1,694.34
General Tax Year	2020
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No

Yearly HOA Dues
HOA Initiation Fee
Earnest \$ Deposited With Security 1st Title

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AUCTION

Type of Auction Sale	Absolute	1 - Open for Preview
Method of Auction	Online Only	1 - Open/Preview Date
Auction Location	mccurdyauction.com	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	6/10/2021	2 - Open for Preview
Auction Start Time	2PM	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline		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 %/\$	20,000.00	3 - Open End Time

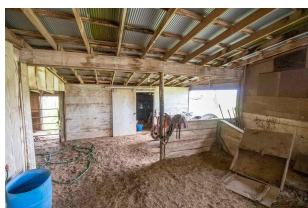
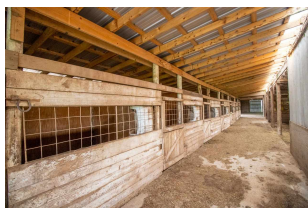
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SOLD

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





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Kansas
Kingman

U.S. Department of Agriculture
Farm Service Agency

FARM: 5181
Prepared: 6/1/21 1:13 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

BAUGHMAN, FRANK D

Farm Identifier

COMB 3937 & 4469

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
279.19	163.17	163.17	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	163.17	0.0	0.0					

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

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	153.5	27	0.00
Total Base Acres:	153.5		

Tract Number: 1724 Description S2SE4 13-29-6

FSA Physical Location : Kingman, KS ANSI Physical Location: Kingman, 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
79.8	0.0	0.0	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	0.0	0.0	0.0			

Owners: BAUGHMAN, FRANK D

Other Producers: None

Kansas
Kingman

U.S. Department of Agriculture
Farm Service Agency

FARM: 5181
Prepared: 6/1/21 1:13 PM
Crop Year: 2021
Page: 2 of 2

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

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: 1735 **Description** NE4NE4 23-29-6

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

BIA Range Unit Number:

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status: Wetland determinations not complete

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
40.4	4.18	4.18	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	4.18	0.0	0.0			

Owners: BAUGHMAN, FRANK D

Other Producers: None

Tract Number: 10398 **Description** NE4 24-29-6

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

BIA Range Unit Number:

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status: Tract does not contain a wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
158.99	158.99	158.99	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	158.99	0.0	0.0			

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	153.5	27	0.00
Total Base Acres:		153.5	

Owners: BAUGHMAN, FRANK D

Other Producers: None

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
1724	1	GRASS	NAG	FG		N	C	N	I	A	65.06		No		O		01	CC
Producer FRANK D BAUGHMAN					Share 100.00		FSA Physical Location Kingman, Kansas								NAP Unit 3256		Signature Date 10/24/2016	

Tract 1724 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	FG	N	A	65.06														

Photo Number/Legal Description: S2SE4 13-29-6																			
Cropland: 0.00				Reported on Cropland: 0.00				Difference: 0.00				Reported on Non-Cropland: 65.06							
1735	1	GRASS	NAG	GZ		N	C	N	I	A	4.18		Yes		O		01	CC	
Producer FRANK D BAUGHMAN					Share 100.00		FSA Physical Location Kingman, Kansas								NAP Unit 3256		Signature Date 10/24/2016		
	2	GRASS	NAG	GZ		N	C	N	I	A	36.22		No		O		01	CC	
Producer FRANK D BAUGHMAN					Share 100.00		FSA Physical Location Kingman, Kansas								NAP Unit 3256		Signature Date 10/24/2016		

Tract 1735 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	GZ	N	A	40.40														

Photo Number/Legal Description: NE4NE4 23-29-6																			
Cropland: 4.18				Reported on Cropland: 4.18				Difference: 0.00				Reported on Non-Cropland: 36.22							
10398	2	GRASS	SMO	FG		N	C	N	I	A	2.00		Yes		O	11/10/2010	01	CC	
Producer FRANK D BAUGHMAN					Share 100.00		FSA Physical Location Kingman, Kansas								NAP Unit 3256		Signature Date 10/24/2016		
	3	GRASS	SMO	FG		N	C	N	I	A	2.35		Yes		O	11/10/2010	01	CC	
Producer FRANK D BAUGHMAN					Share 100.00		FSA Physical Location Kingman, Kansas								NAP Unit 3256		Signature Date 10/24/2016		
	4A	GRASS	SMO	FG		N	C	N	I	A	62.71		Yes		M	3/5/2012	01	CC	
Producer FRANK D BAUGHMAN					Share 100.00		FSA Physical Location Kingman, Kansas								NAP Unit 3256		Signature Date 10/24/2016		
	5B	GRASS	NAG	FG		N	C	N	I	A	21.93		Yes		O		01	CC	
Producer FRANK D BAUGHMAN					Share 100.00		FSA Physical Location Kingman, Kansas								NAP Unit 3256		Signature Date 06/30/2020		

Tract 10398 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	SMO	FG	N	A	67.06	01	GRASS	NAG	FG	N	A	21.93							

Photo Number/Legal Description: NE4 24-29-6																			
Cropland: 158.99				Reported on Cropland: 88.99				Difference: -70.00				Reported on Non-Cropland: 0.00							

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

Operator Name and Address

FRANK D BAUGHMAN
10704 SE 90 ST
KINGMAN, KS 67068-8326

Original: _____
Revision: _____
Cropland: 163.17
Farmland: 279.19

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.

FRANK D BAUGHMAN																
	Crop/ Commodity	Variety/ Type	Share		Crop/ Commodity	Variety/ Type	Share		Crop/ Commodity	Variety/ Type	Share		Crop/ Commodity	Variety/ Type	Share	
	GRASS	NAG	100.00		GRASS	SMO	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	GRASS	NAG	GZ	N	A	40.40			01	GRASS	NAG	FG	N	A	86.99	
01	GRASS	SMO	FG	N	A	67.06										

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.

Seller's Property Disclosure

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 10704 SE 90th St - Kingman, KS 67068

Seller: Rex Frank Baughman

Date of Purchase:

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

APPLIANCES					ELECTRICAL						
		TRANSFERS TO BUYER			Indicate the condition of the following items by marking only one appropriate box.			TRANSFERS TO BUYER			Indicate the condition of the following items by marking only one appropriate box.
None	Does Not Transfer	Working	Not Working	Don't Know		None	Does Not Transfer	Working	Not Working	Don't Know	
☒	☐	☐	☐	☐	Disposal	☒	☐	☐	☐	☐	Smoke/Fire Detectors
☒	☐	☐	☐	☐	Dishwasher	☐	☐	☒	☐	☐	Light Fixtures
☐	☒	☒	☐	☐	Oven	☐	☐	☒	☐	☐	Switches/Outlets
☐	☒	☒	☐	☐	Range (Circle One) ☐ Gas ☒ Electric	☐	☐	☒	☐	☐	Ceiling Fan(s)
☐	☒	☒	☐	☐	Microwave	☒	☐	☐	☐	☐	Bathroom Vent Fan(s)
					Built in (Circle One) ☐ YES ☒ NO	☐	☐	☒	☐	☐	Telephone Wiring/Blocks/Jacks
☒	☐	☐	☐	☐	Range Hood	☒	☐	☐	☐	☐	Door Bell
					Vented Outside (Circle One) ☐ YES ☐ NO	☒	☐	☐	☐	☐	Intercom
☐	☒	☒	☐	☐	Kitchen Refrigerator	☒	☐	☐	☐	☐	Garage Door Opener
☐	☒	☒	☐	☐	Clothes Washer	# of Remotes:					Keypad Entry: (Circle One) ☐ YES ☐ NO
☐	☒	☒	☐	☐	Clothes Dryer	☐	☐	☐	☒	☐	Aluminum Wiring
☒	☐	☐	☐	☐	Trash Compactor	☐	☐	☒	☐	☐	Copper Wiring
☒	☐	☐	☐	☐	Central Vacuum	☐	☐	☒	☐	☐	220 Volt
☒	☐	☐	☐	☐	Exterior Attached Gas Grill	<u>SEE COMMENTS</u>					Service Panel Total Amps
☐	☐	☐	☐	☐	Other:	☒	☐	☐	☐	☐	Security System
☐	☐	☐	☐	☐	Other:	<u>Evergy</u>					(Circle One) ☐ Own ☐ Rent/Financed
☐	☐	☐	☐	☐	Other:						Company
☐	☐	☐	☐	☐	Other:	Comments:					
Comments: 150 AMP'S TO THE HOUSE, 100 AMP'S TO THE SHOP, 100 AMP'S TO MACHINE SHED						100 TO THE HORSE BARN					

BUYER'S INITIALS: _____

SELLER'S INITIALS: RB

WATER/SEWAGE SYSTEMS (See Part II Also)					HEATING & COOLING SYSTEMS				
TRANSFERS TO BUYER		Indicate the condition of the following items by marking only one appropriate box.			TRANSFERS TO BUYER		Indicate the condition of the following items by marking only one appropriate box.		
None Does Not Transfer	Working Not Working Don't Know				None Does Not Transfer	Working Not Working Don't Know			
☐	☒	☐	☐	☐	☒	☐	☐	☐	☐
									Sewage Systems
☐	☒	☐	☐	☐	☒	☐	☐	☐	☐
									Sump Pump
☐	☐	☐	☒	☐	☒	☐	☐	☐	☐
									Backup Sump Pump/Battery
☐	☒	☐	☐	☐	☒	☐	☐	☐	☐
									Plumbing
PVC				☐	☐	☒	☐	☐	☐
									Type
☐	☒	☐	☐	☐	☒	☐	☐	☐	☐
									Water Heater (Circle One) ☐ Elect ☒ Gas
30 GAL INSTANT HOT WATER				☐	☐	☐	☐	☐	☐
									Size & Age
☐	☐	☐	☒	☐	☒	☐	☐	☐	☐
									Instant Hot Water
☒	☐	☐	☐	☐	☐	☐	☐	☐	☐
									Water Softener
				(Circle One) ☐ Own ☐ Rent/Lease					
				Company					
☒	☐	☐	☐	☐	☐	☐	☐	☐	☐
									Water Purifier/Reverse Osmosis
☒	☐	☐	☐	☐	☐	☐	☐	☐	☐
									Underground Sprinkler System
				Backflow Device (Circle One) ☐ YES ☐ NO					
				Date Last Tested or Inspected					
☒	☐	☐	☐	☐	☐	☐	☐	☐	☐
									Pool Equipment
☒	☐	☐	☐	☐	☐	☐	☐	☐	☐
									Hot Tub/Spa
Comments:									
MEDIA									
TRANSFERS TO BUYER		Indicate the condition of the following items by marking only one appropriate box.			TRANSFERS TO BUYER		Indicate the condition of the following items by marking only one appropriate box.		
None Does Not Transfer	Working Not Working Don't Know				None Does Not Transfer	Working Not Working Don't Know			
☒	☐	☐	☐	☐	☐	☐	☐	☐	☐
									Satellite Dish
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
									# of Rcvrs/Remotes
☒	☐	☐	☐	☐	☐	☐	☐	☐	☐
									Attached Antennas
☒	☐	☐	☐	☐	☐	☐	☐	☐	☐
									Cable TV Wiring/Jacks
☒	☐	☐	☐	☐	☐	☐	☐	☐	☐
									Attached Television Mount(s)
☒	☐	☐	☐	☐	☐	☐	☐	☐	☐
									Projector(s)
☒	☐	☐	☐	☐	☐	☐	☐	☐	☐
									Projector Screen(s)
☒	☐	☐	☐	☐	☐	☐	☐	☐	☐
									Surround Sound Speakers
☒	☐	☐	☐	☐	☐	☐	☐	☐	☐
									Wired for Surround Sound
Comments:									
Any Additional Comments for Part I:									

BUYER'S INITIALS: _____

SELLER'S INITIALS: AB

PART II

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 1 STRUCTURAL FOUNDATION/WALLS
☐	☒	☐	Are any exterior walls covered with Exterior Insulation & Finish System (synthetic stucco)? If YES, are you aware of any adverse conditions? _____
☐	☒	☐	Indicate all that apply: ☒ Basement ☒ Crawl Space ☐ Slab Are there any structural engineer's report(s) available? If YES, Date of Report: _____ Copy Attached? (Mark One): ☐ YES ☐ NO To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)
☐	☒	☐	Movement, shifting, deterioration or other problems with walls or foundation?
☐	☒	☐	Cracks or flaws in the walls, floors or foundation?
☐	☒	☐	Problems with driveways, walkways, patios, retaining walls, party walls?
☐	☒	☐	Problems with operation of windows or doors, or broken seals?
☐	☒	☐	Any corrective actions to items in this section? (Example - Piering, bracing, etc.)
☐	☒	☐	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☒	☐	☐	Is there insulation in the walls?
☐	☐	☒	Is there insulation in the floors?
Additional Comments: _____			
YES	NO	DON'T KNOW	SECTION 2 ROOF/INSULATION
☐	☒	☐	Age: <u>2017</u> Type: <u>Composition</u> To your knowledge, are there any ☐ PAST ☐ PRESENT roof leaks? (Mark One) If any, identify details below.
☒	☐	☐	During your ownership, has the roof ever been ☒ REPLACED? ☐ REPAIRED? (Mark One) If YES, Date: _____ (Identify details below.)
☐	☐	☒	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☐	☒	☐	Do you know of any problems with chimneys or chases? (If YES, explain below.)
☐	☒	☐	Do you know of any problems with roof, roof structure or rain gutters? (If YES, explain below.)
☐	☐	☒	Is there insulation in the ceiling/attic?
Additional Comments: _____			
YES	NO	DON'T KNOW	SECTION 3 MOLD/MILDEW
According to the EPA, molds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the naked eye, and float through outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. Inhaling or touching mold spores may cause allergic reactions in sensitive individuals.			
To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)			
☐	☐	☒	Presence of any mold/mildew in the property?
☐	☒	☐	Any problems created by mold or mildew for occupants of the structure during your ownership?
☐	☒	☐	Have you had any inspections for mold or mildew? If YES, Date: _____ (If YES, explain below.)
☐	☒	☐	Have you received any reports pertaining to mold or mildew on or within the structure? (If YES, attach.)
☐	☒	☐	Has the property had any professional mold remediation during your ownership? If YES, Date: _____
Additional Comments: _____			

BUYER'S INITIALS: _____

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SELLER'S INITIALS: AB

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.
Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 4 WATER/SEWAGE SYSTEMS	
☐	☒	☐	Is the property connected to City Water?	
☐	☒	☐	Is the property connected to Rural Water? If YES, Transfer Fee: _____ District: _____	
☒	☐	☐	Is the property connected to any private water systems? (Mark all that apply.)	
			☒ Drinking Well	☐ Irrigation Well ☐ Geo-Thermal Well
			Type: <u>Residential</u>	Location: <u>15-20 ft NE of home</u> Depth: <u>apx 100ft +/-</u>
			Type: _____	Location: _____ Depth: _____
			Type: _____	Location: _____ Depth: _____
☐	☐	☐	Has the water in any wells shown test results of contamination? (If YES, explain below.)	
☐	☒	☐	Is the property connected to a public sewer system? If shared lagoon/septic system, explain below.	
☒	☐	☐	Is the property connected to a septic system? Date Last Pumped: _____	
			Tank Size: _____	Location: _____
			# feet laterals: _____	# Feet infiltrators: _____ Location: _____
☐	☒	☐	Is the property connected to a lagoon system? Location: _____	
☐	☒	☐	Is the property connected to some other type of waste disposal system? (If YES, explain below.)	
☐	☒	☐	To your knowledge, is there any problem relating to the waste disposal system?	
Additional Comments:				
YES	NO	DON'T KNOW	SECTION 5 WATER INTRUSION/LEAKS	
To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)				
☐	☒	☐	Any water leakage in or around the fireplace or chimney?	
☐	☒	☐	Any water leakage around (If YES, mark all that apply.) ☐ WINDOWS ☐ SKYLIGHTS ☐ DOORS?	
☐	☒	☐	Any leaks occurring in any plumbing, water supply lines, drains, sewer lines, etc.?	
☐	☒	☐	Any leaks caused by appliances?	
☐	☒	☐	Any leaks from any condensation drain lines, humidifier, dehumidifier, etc.?	
☐	☒	☐	Any water leakage into (If YES, mark all that apply.) ☐ BASEMENT ☐ CRAWL SPACE	
☐	☒	☐	Any accumulation of water within the basement/crawl space?	
☒	☐	☐	Sump Pump(s)	Location(s): <u>Basement under stairs</u>
☐	☐	☒	Drain Tiles (If YES, mark all that apply.)	☐ INTERIOR ☐ EXTERIOR
Additional Comments:				
YES	NO	DON'T KNOW	SECTION 6 PEST, WOOD INFESTATION & DRY ROT	
☐	☒	☐	Do you have any knowledge of the following items on/affecting the property? (Mark all that apply.)	
			☐ WOOD DESTROYING INSECTS	☐ DRY ROT ☐ OTHER WOOD INFESTATION
☐	☒	☐	Any knowledge of any damage to the property caused by the following items? (Mark all that apply.)	
			☐ WOOD DESTROYING INSECTS	☐ DRY ROT ☐ OTHER WOOD INFESTATION
☐	☐	☐	Have there been any repairs of such damage? (If YES, explain below.)	
☐	☒	☐	Is the property currently under a termite warranty or other coverage by a licensed pest control company?	
			Company: _____	Warranty Expiration Date: _____
☐	☒	☐	Any wood destroying insects control reports in the last 5 years? (If YES, explain below.)	
☐	☒	☐	Any professional wood destroying insects control treatments in the last 5 years? (If YES, explain below.)	
☐	☒	☐	Any pest control reports in the last 5 years? (If YES, explain below.)	
☐	☒	☐	Any professional pest control treatments in the last 5 years? (If YES, explain below.)	
Additional Comments:				

BUYER'S INITIALS: _____

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SELLER'S INITIALS: JSB

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 7 ENVIRONMENTAL CONDITIONS
☐	☒	☐	Is the property located in a subdivision with a master drainage plan?
☐	☐	☐	If YES, is the property in compliance?
☐	☒	☐	Has the property ever had any drainage problems during your ownership? (If YES, explain below.)
☐	☒	☐	Are there any producing or non-producing gas/oil wells on the property or adjacent property?
☒	☐	☐	Do mineral rights convey to buyer? If NO, please define:
			Groundwater contamination has been detected in several areas in the State of Kansas.
☐	☒	☐	Are you aware of groundwater contamination or other environmental concerns?
☐	☒	☐	Any reports or records pertaining to groundwater contamination or other environmental concerns?
☐	☒	☐	Are there any diseased or dead trees and shrubs?
			To your knowledge, are any of the following substances, materials, products on the real property? (YES or NO Only.)
☐	☒	☐	Asbestos
☐	☒	☐	Contaminated soil or water (including drinking water)
☐	☒	☐	Landfill or buried materials
☐	☒	☐	Lead-based paint (If YES, attach disclosure.)
☐	☒	☐	Radon gas in house or well If YES, has mitigation been performed? (Mark One) ☐ YES ☐ NO
☐	☒	☐	Methane Gas
☐	☒	☐	Oil sheers in wet areas
☐	☒	☐	Radioactive material
☐	☒	☐	Toxic material disposal (solvents, chemicals, etc.)
☐	☒	☐	Underground fuel or chemical storage tanks
☐	☒	☐	EMFs (Electro Magnetic Fields)
☐	☒	☐	Urea formaldehyde foam insulation (UFFI)
☐	☒	☐	Other:
☐	☒	☐	Are you aware if any portion of the property has ever been used for the manufacture of, or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy, LSD or any other illegal substances?
☐	☒	☐	To your knowledge, are any of the above conditions present near your property?
* Comments: property adjacent to the East and South had prior oil drilling that hit gas, which has since been capped and closed.			
YES	NO	DON'T KNOW	SECTION 8 BOUNDARIES/LAND
☒	☐	☐	Have you had a survey of the property? (If YES, attach copy if available.)
☒	☐	☐	Are the boundaries of your property marked in any way?
☒	☐	☐	Is there any fencing on the boundaries of the property?
☒	☐	☐	Does fencing belong to the property? If YES, which sides? 100% - S 100% - E 50/50 Partnership fences on W and N
☒	☐	☐	Are there any features of the property shared in common with adjoining landowners, such as, walls, fences, roads, driveways? (If YES, explain below.)
☒	☐	☐	Is the property owner responsible for maintenance of any such shared feature(s)?
☐	☒	☐	To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
☐	☒	☐	To your knowledge, is any portion of the property located in a federally designated flood plain?
☐	☒	☐	Do you currently, or have you ever, paid flood insurance for the property?
☐	☒	☐	To your knowledge, is any portion of the property located in a designated wetlands area?
☐	☒	☐	Do you know of any of the following items that have occurred on the property or in the immediate area?
			(Mark all that apply.)
			☐ EXPANSIVE SOIL ☐ EARTH MOVEMENT
			☐ FILL DIRT ☐ UPHEAVAL
			☐ SLIDING ☐ EARTH STABILITY PROBLEMS
			☐ SETTLING
Comments: Land owner maintains 100% fencing on South & East boundaries. Land owner maintains 50% of partnership fencing on West & North boundaries.			

BUYER'S INITIALS: _____

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SELLER'S INITIALS: PAJ

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 9
SPECIAL ASSESSMENTS AND HOMEOWNER'S ASSOCIATION			
The law requires that the Seller disclose the existence of special assessments against a property.			
☐	☒	☐	Any current/pending bonds, assessments, or special taxes that apply to property?
☐	☒	☐	The property may be subject to special assessments or is located in an improvement district? (Refer to relevant tax disclosure - Mark One).
			☐ Owner ☐ County ☐ Public Record ☐ Other:
☐	☒	☐	Is the property subject to rules or regulations of an active Homeowner's Association?
			Annual Dues? Initiation Fee?
			Homeowner's Association contact information:
☐	☒	☐	Is the property subject to a right of first refusal?
☐	☒	☐	Is the property subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions?
☐	☒	☐	Any violations of such covenants and restrictions?
Comments:			

YES	NO	DON'T KNOW	SECTION 10
MISCELLANEOUS			
☐	☐	☒	Have any improvements or repairs (including, but not limited to, HVAC, plumbing, electrical, structural additions) been made to the property without obtaining required permits ?
☐	☒	☐	Are any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions?
☐	☒	☐	Is the present use of the property a non-conforming use?
☐	☐	☐	Have you had any insurance claims in the past five years?
☐	☐	☐	Were repairs made? If so,
☐	☐	☐	Is there any unrepaired damage due to hail, storm, wind, fire or flood?
☐	☒	☐	Are there any stains, tears, burns, holes, etc., in the property that are not readily visible?
☐	☒	☐	Does a pet(s) reside or has a pet(s) ever resided in or on the property?
☐	☒	☐	Is there any damage due to pets, interior/exterior, including, but not limited to, odors, stains, etc.?
☒	☐		Do all window and door treatments remain? If NO, please list:
☐	☒		Does any other personal property remain? If YES, please list:
☐	☒	☐	Does the property contain any of the following? (Mark all that apply.)
☐	☒	☐	☐ Swimming Pool ☐ Spa ☐ Hot Tub ☐ Sauna ☐ Water Feature
☐	☐	☐	If YES, are either of the following heated? ☐ Swimming Pool ☐ Spa If yes, type of heat?
☐	☐	☐	Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature? Explain:
☐	☒	☐	Is the property in a holistic, conservation or special review district, that requires any alterations or improvements to the Property, be approved by a board or commission?
☐	☒	☐	Are there any other facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property?
☐	☒	☐	Are there any transferable warranties on the property or any of its components?
Comments:			
Any Additional Comments For Part II:			

BUYER'S INITIALS: _____

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SELLER'S INITIALS: 

216

SELLER'S ACKNOWLEDGEMENT

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

224 Seller is occupant: ☒ YES ☐ NO

225 Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date
226 signed by Seller.

227 SELLER: Rex A. Baughman A.P.O.A. 5/1/2021 SELLER: _____
228 _____ Date _____ Date _____

229

BUYER'S ACKNOWLEDGEMENT AND AGREEMENT

230 1. I have personally inspected the property. I will rely upon the inspections encouraged under my contract with
231 Seller. Subject to any inspections, I agree to purchase the property in its present condition without
232 representations or guarantees of any kind by the Seller or any REALTORS® concerning the condition or value of
233 the property.

234 2. I agree to verify any of the above information that is important to me by an independent investigation of my
235 own. I have been advised to have the property examined by professional inspectors.

236 3. I acknowledge that neither Seller nor any REALTORS® involved in this transaction is an expert at detecting or
237 repairing physical defects in the property. I state that no important representations concerning the condition of
238 the property are being relied upon by me except as disclosed above or as fully set forth as
239 follows: _____

240 4. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain
241 sexually violent crimes after April 14, 1994, to register with the sheriff of the county in which they reside. I have
242 been advised that if I desire information regarding those registrants, I may find information on the home page of
243 the Kansas Bureau of Investigation (KBI) at www.ink.org/public/kbi or by contacting the local sheriff's office.

244 5. I acknowledge that McConnell Air Force Base is located within Sedgwick County and is an operational military
245 Air Force base that is open 24 hours a day and activity at that base may generate noise. The volume, pitch,
246 amount and frequency of noise may be affected by future changes in McConnell Air Force Base activity. I have
247 been informed that if I desire information regarding potential for noise caused by the aircraft operations
248 associated with McConnell Air Force Base and its operations, I may find information by contacting the
249 Metropolitan Area Planning Department.

250 BUYER: _____ BUYER: _____
251 _____ Date _____ Date _____

252 This form is approved by legal counsel for the Wichita Area Association of REALTORS® exclusively for use by members of the Wichita Area
253 Association of REALTORS® and other authorized REALTORS®. No warranty is made or implied as to the legal validity or adequacy of this
254 form, or that its use is appropriate for all situations. Copyright March 2014.

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Property Address: 10704 SE 90th St - Kingman, KS 67068

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

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

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) AB Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) AB Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

<u>Jeff Baughman</u>	<u>DPDA</u>	<u>5/17/2021</u>		
Seller		Date	Seller	Date
<u>AB</u>		<u>5-17-2021</u>		
Purchaser		Date	Purchaser	Date
<u>AB</u>		<u>5-17-2021</u>		
Agent		Date	Agent	Date



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 10704 SE 90th St - Kingman, KS 67068

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: West of House

Xley A. Daughman D.S.A.
Owner

5/17/2021
Date

Owner

Date



Security 1st Title

File #:

Property Address:

10704 SE 90th St

Kingman, KS 67068

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 _____

Debra L. Laughman DPOA 5/17/2021

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: 10704 SE 90th St - Kingman, KS 67068 (the "Real Estate")

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

	Utility Provider Company	Monthly Avg
Electric:	<u>Evergy</u>	<u>\$68.00</u>
Water & Sewer:	<u>N/A (well water)</u>	<u>N/A</u>
Gas Propane:	<u>Propane: Suppesville Fuel LLC</u>	<u>\$110.00</u>

If propane, is tank owned or leased? ☒ Owned ☐ Leased

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

Appliances that Transfer:

Refrigerator? ☐ Yes ☒ No
Dishwasher? ☐ Yes ☒ No
Stove/Oven? ☐ Yes ☒ No
Microwave? ☐ Yes ☒ No

Washer? ☐ Yes ☒ No
Dryer? ☐ Yes ☒ No
Other? _____

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.)? N/A

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.

10704 SW 90 St, Kingman, KS 67142 - Zoning AG-1

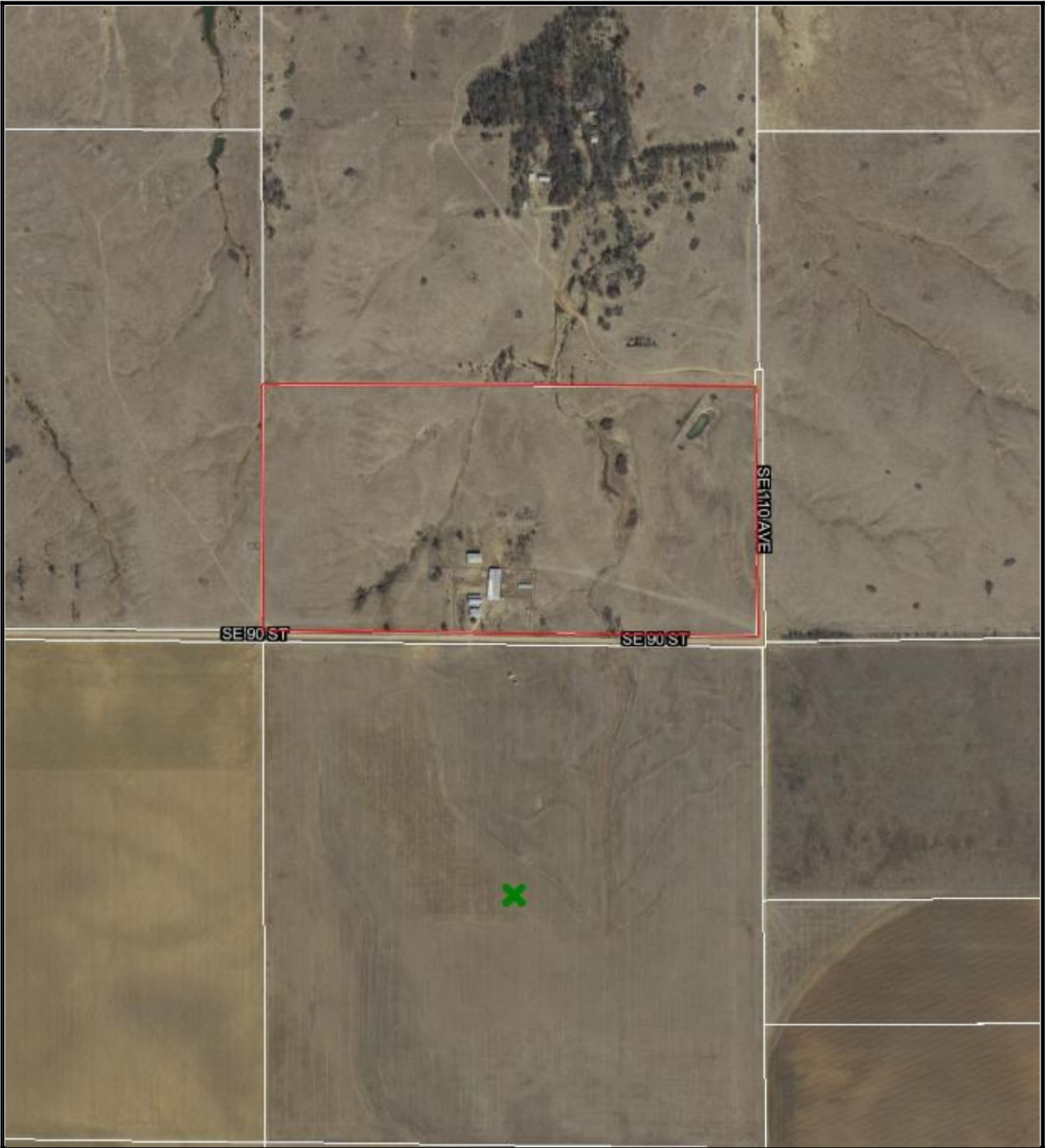


10704 SW 90th St, Kingman KS 67142

Flood Zone: Unmapped



10704 SW 90 St, Kingman, KS 67142 - Aerial





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*)

