

PROPERTY INFORMATION PACKET | THE DETAILS



**161.9 +/- Acres at SE 110 St. & SE 80th Ave | Kingman, KS
67068**

AUCTION: BIDDING OPENS: Tues, August 31st @ 2:00 PM
BIDDING CLOSES: Thurs, September 16th @ 2:30 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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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 # 601126
Class Land
Property Type Farm
County Kingman
Area KNG - Kingman County
Address 161.9 +/- Acres SE 110 St. & SE 80 Ave
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	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	1-800-301-2055	Sub-Agent Comm	0
Zoning Usage	Agriculture	Buyer-Broker Comm	3
Parcel ID	24014-00000001010	Transact Broker Comm	3
Number of Acres	161.90	Variable Comm	Non-Variable
Price Per Acre	0.00	Virtual Tour Y/N	
Lot Size/SqFt	7052364		
School District	Kingman - Norwich School District (USD 331)		
Elementary School	Norwich		
Middle School	Norwich		
High School	Norwich		
Subdivision	NONE		
Legal			

DIRECTIONS

Directions (Kingman) The Northwest corner of SE 110 St. & SE 80 Ave.

FEATURES

SHAPE / LOCATION	UTILITIES AVAILABLE	FLOOD INSURANCE	LOCKBOX
Corner	Electricity	Unknown	None
TOPOGRAPHIC	IMPROVEMENTS	SALE OPTIONS	AGENT TYPE
Rolling	None	None	Sellers Agent
Treeline	OUTBUILDINGS	PROPOSED FINANCING	OWNERSHIP
PRESENT USAGE	Grain Bin	Other/See Remarks	Individual
Hay (Various Types)	Equipment Barn	POSSESSION	TYPE OF LISTING
Recreational	MISCELLANEOUS FEATURES	At Closing	Excl Right w/o Reserve
Tillable	Mineral Rights Included	SHOWING INSTRUCTIONS	BUILDER OPTIONS
ROAD FRONTAGE	DOCUMENTS ON FILE	Call Showing #	Open Builder
Dirt	Photographs		
	Sellers Prop. Disclosure		

FINANCIAL

Assumable Y/N	No
General Taxes	\$1,519.06
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

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, August 31st, 2021 at 2:00 PM (cst) | BIDDING CLOSING: Thursday, September 16th, 2021 at 2:30 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!!! 161.9 +/- acres in Kingman, Kansas!!! Located at the Northwest corner of SE 110 Street and SE 80 Avenue this property has so much to offer from farm land to recreational land! 98.11 +/- acres of wheat 15.53 +/- acres of soybeans Active oil production 55X120 farm utility storage shed 18X21 tool shed 12X16 tool shed Treeline Pond Fencing Less than an hour drive to Wichita Approximately a 20-minute drive to Norwich The current oil production lease gives the owner 1/8th share that will transfer to the buyer. In 2020 the owner's portion was \$4,766.84. All mineral and water rights transfer to the buyer subject to the existing lease. The seller would be willing to plant wheat on shares 1/3-2/3 if the buyer desires. 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 \$20,000.

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview
Method of Auction	Online Only	1 - Open/Preview Date
Auction Location	www.mccurdyauction.com	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	8/31/2021	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	9/15/2021 by 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 %/\$	20,000.00	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	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 2021 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

SELLER'S PROPERTY DISCLOSURE STATEMENT - for Land Only

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 161.9 Acres SE 80th Ave - Kingman, KS 67068

Seller:

Date of Purchase:

Property currently zoned as: Ag

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

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

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

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

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

THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT INDEPENDENTLY VERIFIED BY THE BROKER(S) OR AGENTS(S).

PART I

Indicate the condition of the following items by marking the appropriate box.
Check only one box for each item.

None
Does Not Transfer
Working
Not Working
Don't Know

WATER SYSTEMS

Well/Pump

☐ ☐ ☐ ☒ ☐

Drinking

☒ ☐ ☐ ☐ ☐

Irrigation

Location

Depth

Type

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

Is the property connected to ☐ city ☐ rural water systems? ☒ No

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

Cistern

☒ ☐ ☐ ☐ ☐

Other

☒ ☐ ☐ ☐ ☐

Comments:

DRAINAGE/SEWAGE SYSTEMS

Sewer Lines

☒ ☐ ☐ ☐ ☐

Septic/Laterals

☒ ☐ ☐ ☐ ☐

Lagoon

☒ ☐ ☐ ☐ ☐

Tank Size

Location

☒ ☐ ☐ ☐ ☐

Feet of Laterals

☒ ☐ ☐ ☐ ☐

Other

☒ ☐ ☐ ☐ ☐

Other

☒ ☐ ☐ ☐ ☐

Comments:

Seller's Initials

Buyer's Initials

PART II

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

Yes
No
Don't Know

GAS/ELECTRIC

- 43 ☐ ☒ Is there a propane tank on the property?
44 If yes, is it ☐ owned ☐ leased?
45 ☐ ☒ Is gas connected to property?
46 If not, distance to nearest source? _____
47 ☐ ☒ Is electricity connected to property?
48 If not, distance to nearest source? _____
49 ☐ ☐ To your knowledge, is there any additional costs to hook up utilities?
50 If yes, please explain: _____
51 _____
52 Comments: _____
53 _____

DRAINAGE/SEWAGE SYSTEMS

- 54 ☐ ☒ ☐ Is property connected to a public sewer system?
55 If yes, no explanation required.
56 ☐ ☒ ☐ Is there a septic tank/lagoon system serving this property?
57 If yes, when was it last serviced? Date _____
58 ☐ ☒ To your knowledge, is there any problems relating to the septic tank/cesspool/sewer system?
59 ☐ ☒ To your knowledge, is the property located in a federally designated flood plain or wetlands area?
60 ☐ ☒ Is the property located in a subdivision with a master drainage plan?
61 ☐ ☐ If so, is this property in compliance?
62 ☐ ☒ Has the property ever had a drainage problem during your ownership?
63 ☐ ☒ Do you currently pay flood insurance?
64 ☐ ☒ Other drainage/sewage systems and their conditions: _____
65 Comments: _____
66 _____

BOUNDARIES/LAND

- 67 ☐ ☒ Have you had a survey of your property?
68 ☒ ☐ ☐ Are the boundaries of your property marked in any way?
69 ☒ ☐ ☐ Is there any fencing on the boundary(ies) of the property?
70 ☒ ☐ ☐ If yes, does the fencing belong to the property?
71 To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
72 ☒ ☐ ☐ Are there any features of the property shared in common with adjoining landowners, such as walls, fences, roads, driveways?
73
74 ☒ ☐ ☐ Is this property owner responsible for maintenance of any such shared feature?
75 ☒ ☐ ☐ Do you know of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability problems that have occurred on the property or in the immediate neighborhood?
76
77 Comments: _____
78 _____

HOMEOWNER'S ASSOCIATION

- 79
80 ☐ ☒ ☐ Is the property subject to rules or regulations of any homeowner's association?
81 Annual dues \$ _____ Initiation Fee \$ _____
82 ☐ ☒ To your knowledge, are there any problem relating to any common area?
83 ☐ ☒ Have you been notified of any condition which may result in an increase in assessments?
84 Comments: _____
85 _____

Seller's Initials

JFC
ODC

Buyer's Initials

PART II - Continued

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

Yes No Don't Know

ENVIRONMENTAL CONDITIONS

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

- | | | | |
|----|-------------------------------------|-------------------------------------|--|
| 86 | | | |
| 87 | | | |
| 88 | ☐ | ☒ | Asbestos |
| 89 | ☐ | ☒ | Contaminated soil or water (including drinking water) |
| 90 | ☐ | ☒ | Landfill or buried materials |
| 91 | ☐ | ☒ | Methane gas |
| 92 | ☐ | ☒ | Oil sheers in wet areas |
| 93 | ☐ | ☒ | Radioactive material |
| 94 | ☐ | ☒ | Toxic material disposal (e.g., solvents, chemicals, etc.) |
| 95 | ☐ | ☒ | Underground fuel or chemical storage tanks |
| 96 | ☐ | ☒ | EMFs (Electro Magnetic Fields) |
| 97 | ☒ | ☐ | Gas or oil wells in area |
| 98 | ☐ | ☐ | Other |
| 99 | ☐ | ☐ | To your knowledge, are any of the above conditions present near your property? |

Comments: _____

MISCELLANEOUS

To your knowledge:

- | | | | |
|-----|-------------------------------------|-------------------------------------|---|
| 104 | ☒ | ☐ | Are there any gas/oil wells on the property or adjacent property? |
| 105 | ☐ | ☒ | Is the present use of the property a non-conforming use? |
| 106 | ☐ | ☒ | Are there any violations of local, state or federal government laws or regulations relating to this property? |
| 107 | ☐ | ☒ | Is there any existing or threatened legal or regulatory action affecting this property? |
| 108 | ☐ | ☒ | Are there any current special assessments or do you have knowledge of any future assessments? |
| 109 | ☐ | ☒ | Are there any proposed or pending zoning changes on this or adjacent property? |
| 110 | ☐ | ☒ | Are any local, state, or federal agencies requiring repairs, alterations or corrections of any existing conditions? |
| 111 | ☐ | ☒ | Are there any diseased or dead trees or shrubs? |
| 112 | ☐ | ☒ | Is the property located in an area where public authorities have or are contemplating condemnation proceedings? |
| 114 | ☐ | ☒ | Are there any facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property? If yes, please explain below. |

Comments: _____

Seller Owns:

- | | | | |
|-----|-------------------------------------|--------------------------|---|
| 119 | ☒ | ☐ | Mineral Rights: |
| 120 | | | <u>100</u> % pass with the land to the Buyer _____ % remain with the Seller |
| 121 | | | _____ % are owned by third party _____ unknown |
| 122 | ☒ | ☐ | Are there any oil, gas, or wind leases of record or Other? Please explain: <u>oil</u> |

Crops planted at the time of sale:

- | | | | |
|-----|-------------------------------------|--|---|
| 125 | | | _____ pass with the land to the Buyer _____ remain with the Seller |
| 126 | ☒ | | <u>X</u> none _____ negotiable |
| 127 | | | Other (please describe): <u>would be willing to plant wheat on shares 1/3 - 2/3</u> |

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

Water Rights:

- | | | | |
|-----|-------------------------------------|--|--|
| 133 | ☒ | | _____ pass with the land to the Buyer - Permit # _____ |
| 134 | | | _____ remain with the Seller - Permit # _____ |
| 135 | | | _____ have been terminated |

Comments: _____

Seller's Initials

d.f.c
cdx

Buyer's Initials

SELLER'S ACKNOWLEDGMENT

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

James A. Coon 8.20.2021 Michael Dean 8.20.21
Seller Date Seller Date

OR

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

Seller Date Seller Date

BUYER'S ACKNOWLEDGMENT AND AGREEMENT

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

Buyer Date Buyer Date

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Seller's Initials JFC Buyer's Initials _____
CDL



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 161.9 Acres SE 80th Ave - 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: _____

Owner	Authentisign <i>James F. Coon</i> 8/12/2021 7:01:07 PM CDT	<u>08/12/2021</u>
Owner	Authentisign <i>Christine D. Coon</i> 8/11/2021 8:17:16 PM CDT	<u>08/11/2021</u>



Security 1st Title

File #:

Property Address:

161.9 Acres SE 80th Ave

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 _____

Authentisign

James F. Coon

08/12/2021

7/31/2021 7:01:48 PM CDT

Christine D. Coon

08/11/2021

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>

Kansas
Kingman

U.S. Department of Agriculture
Farm Service Agency

FARM: 7780

Prepared: 8/18/21 8:31 AM

Crop Year: 2021

Page: 3 of 3

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: 10314 Description SE4 28-29-6

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
163.04	113.64	113.64	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	113.64	0.0	0.0			

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	98.11	31	0.00
SOYBEANS	15.53	30	0.00
Total Base Acres:	113.64		

Owners: COON, CHRISTINE

COON, JAMES F

Other Producers: None

REPORT OF COMMODITIES

FARM AND TRACT DETAIL LISTING

DATE: 08/18/2021
PAGE: 1

Original: GIF
Revision: TDB
Cropland: 337.11
Farmland: 477.58

Farmland: 477.58

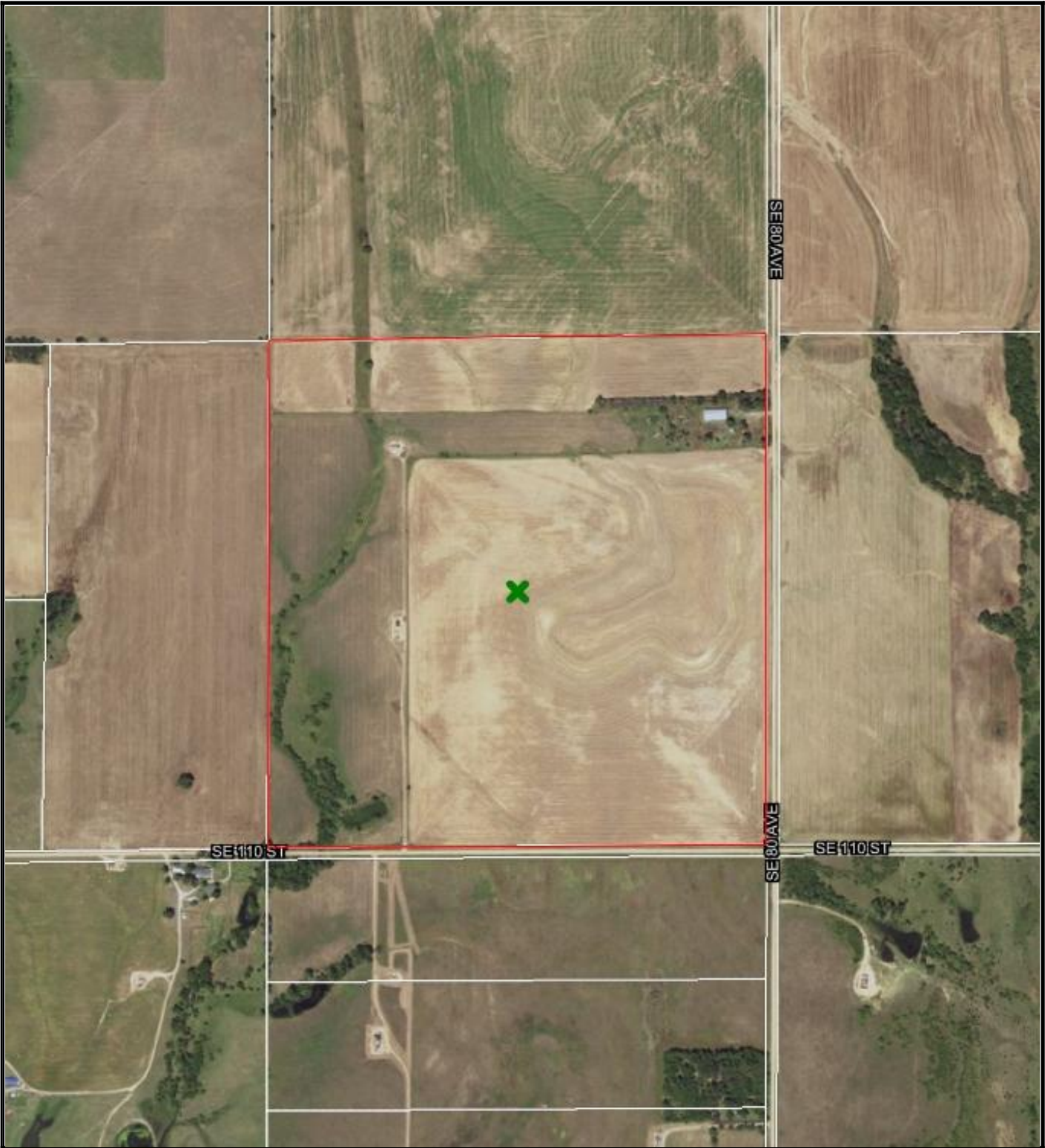
Tract Number	CLU/Field	Crop/Commodity	Var/Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/Measured	Planting Date	Planting Period	End Date	
9591	1	MILET	COM	FG		N	C	N	I	A	45.07		Yes		N	7/3/2021	01		
	Producer JAMES F COON																		
	2	ALFAL		FG		N	C	N	I	A	31.57		Yes		N	9/15/2018	01		
	Producer JAMES F COON																		
	3	GRASS	NAG	GZ		N	C	N	I	A	74.92		No		N	NAP Unit 1466	Signature Date 11/19/2020	01	CC
Producer JAMES F COON																			
Share 100.00 FSA Physical Location Kingman, Kansas																			
Tract 9591 Summary																			
9592	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9592 Summary																			
9593	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9593 Summary																			
9594	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9594 Summary																			
9595	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9595 Summary																			
9596	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9596 Summary																			
9597	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9597 Summary																			
9598	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9598 Summary																			
9599	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9599 Summary																			
9600	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9600 Summary																			
9601	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9601 Summary																			
9602	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9602 Summary																			
9603	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9603 Summary																			
9604	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9604 Summary																			
9605	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9605 Summary																			
9606	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9606 Summary																			
9607	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9607 Summary																			
9608	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9608 Summary																			
9609	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9609 Summary																			
9610	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9610 Summary																			
9611	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9611 Summary																			
9612	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9612 Summary																			
9613	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9613 Summary																			
9614	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9614 Summary																			
9615	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9615 Summary																			
9616	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9616 Summary																			
9617	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9617 Summary																			
9618	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9618 Summary																			
9619	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9619 Summary																			
9620	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9620 Summary																			
9621	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9621 Summary																			
9622	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9622 Summary																			
9623	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9623 Summary																			
9624	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9624 Summary																			
9625	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	
	Producer JAMES F COON																		
	Share 100.00 FSA Physical Location Kingman, Kansas																		
Tract 9625 Summary																			
9626	1	CRP	033			N	C	N	I	A	19.36		Yes		N		01	2026	
	Producer JAMES F COON																		
	2	WHEAT	HRW	GR		N	C	N	I	A	127.47		Yes		N	NAP Unit 1466	Signature Date 11/19/2020	01	

10314	1	ALFAL	FG	N	C	N	I	A	3.93	Yes	N	9/10/2020	01	
		Producer JAMES F COON		Share 100.00	FSA Physical Location Kingman, Kansas						NAP Unit 1466	Signature Date 11/19/2020		
	2	ALFAL	FG	N	C	N	I	A	17.34	Yes	N	9/10/2020	01	
		Producer JAMES F COON		Share 100.00	FSA Physical Location Kingman, Kansas						NAP Unit 1466	Signature Date 11/19/2020		
	3	WHEAT	HRW	N	C	N	I	A	91.70	Yes	N	9/24/2020	01	
		Producer JAMES F COON		Share 100.00	FSA Physical Location Kingman, Kansas						NAP Unit 1466	Signature Date 11/19/2020		
	3	WHEAT	HRW	N	C	N	I	A	91.70	Yes	N	9/24/2020	01	
		Producer JAMES F COON		Share 100.00	FSA Physical Location Kingman, Kansas						NAP Unit 1466	Signature Date 11/19/2020		
	3	WHEAT	HRW	N	C	N	I	A	91.70	Yes	N	9/24/2020	01	
		Producer JAMES F COON		Share 100.00	FSA Physical Location Kingman, Kansas						NAP Unit 1466	Signature Date 11/19/2020		
	4	GRASS	SMO	N	C	N	I	A	0.67	Yes	N	4/30/2014	01	CC
		Producer JAMES F COON		Share 100.00	FSA Physical Location Kingman, Kansas						NAP Unit 1466	Signature Date 10/26/2016		

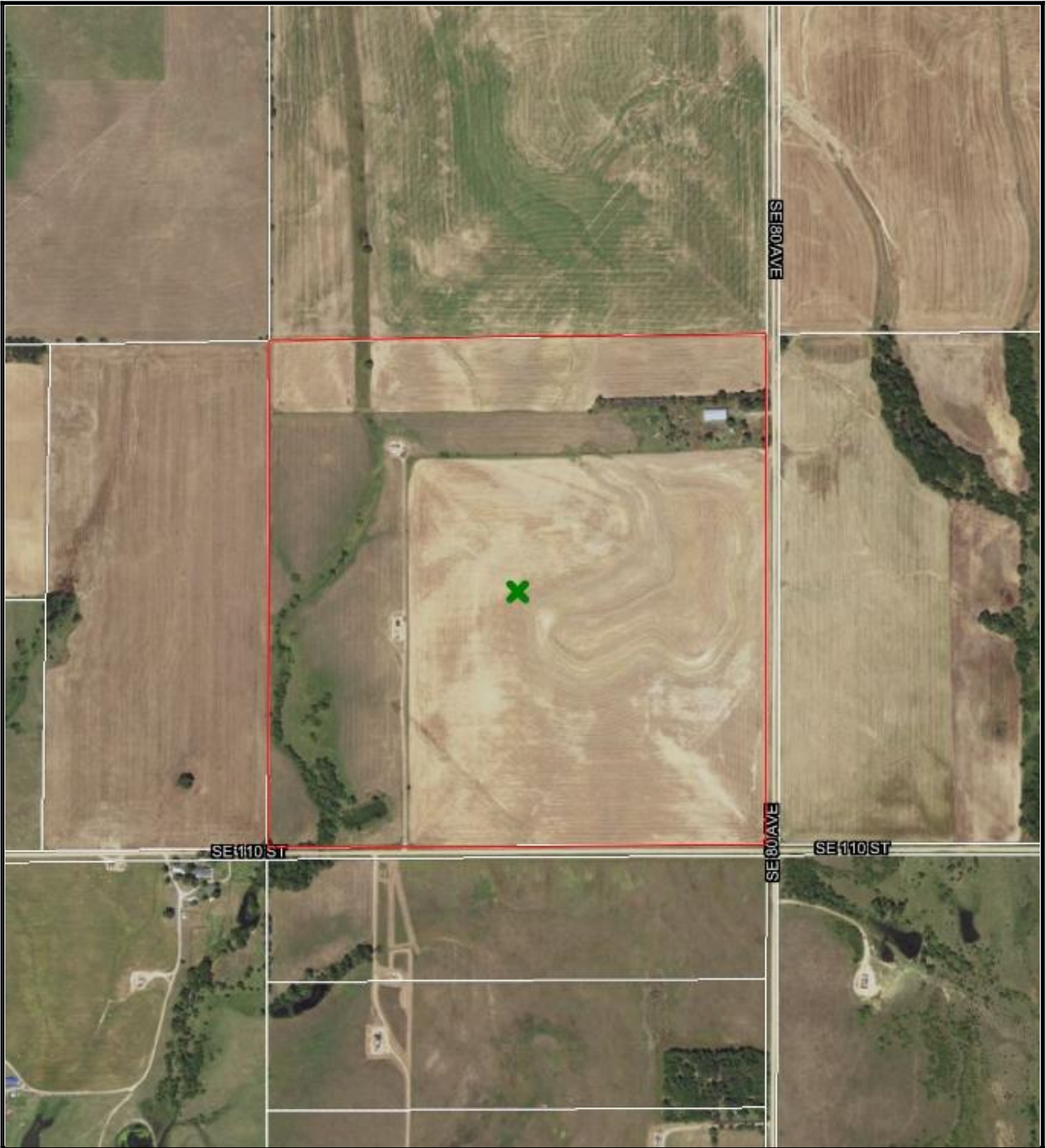
161.94 +/- Acres at SE 80 Ave, Kingman KS 67068 - Zoning A-1 Agricultural

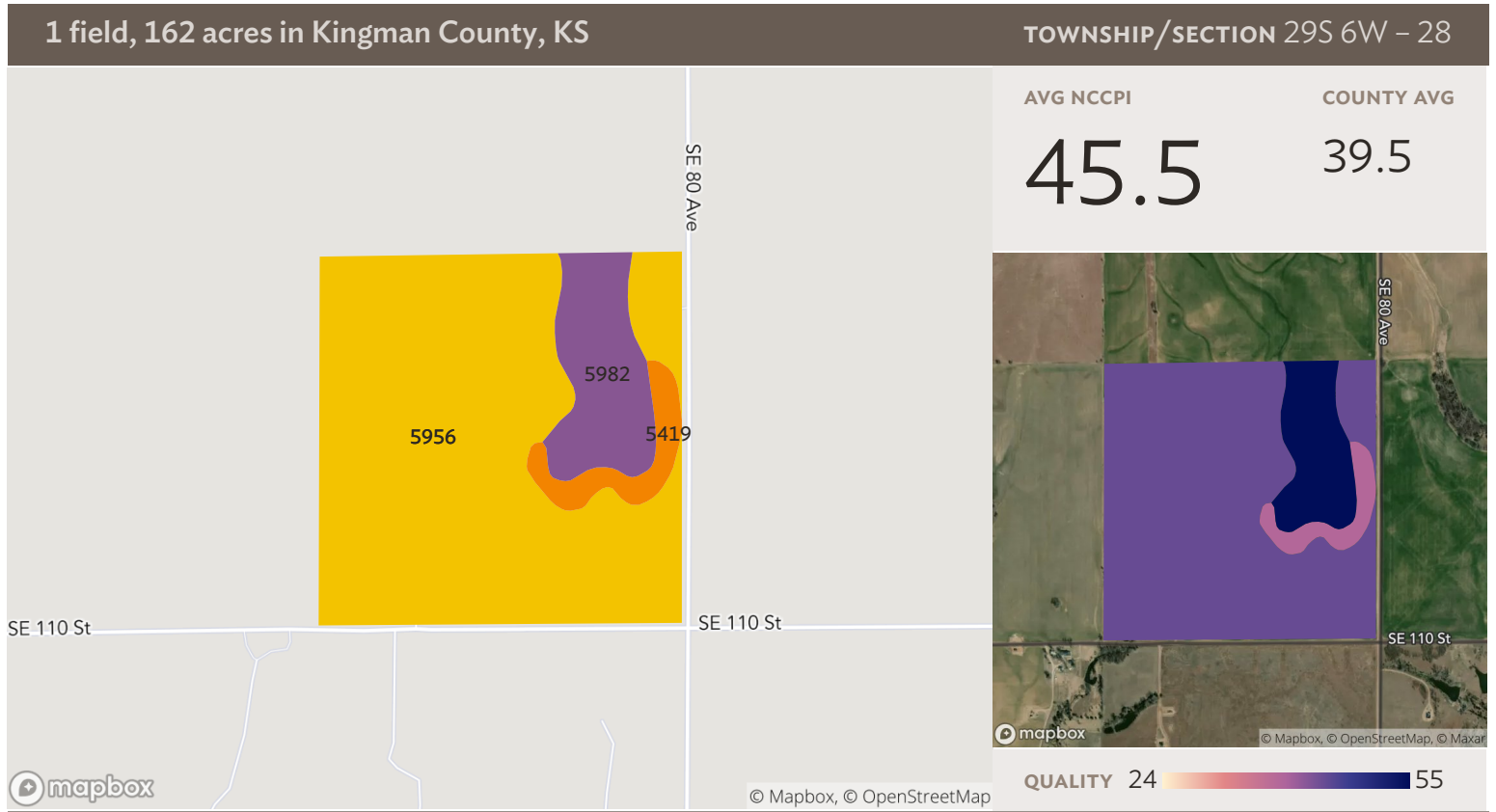


161.94 +/- Acres at SE 80 Ave, Kingman KS 67068 - No Flood Data Available



161.94 +/- Acres at SE 80 Ave, Kingman KS 67068 - Aerial



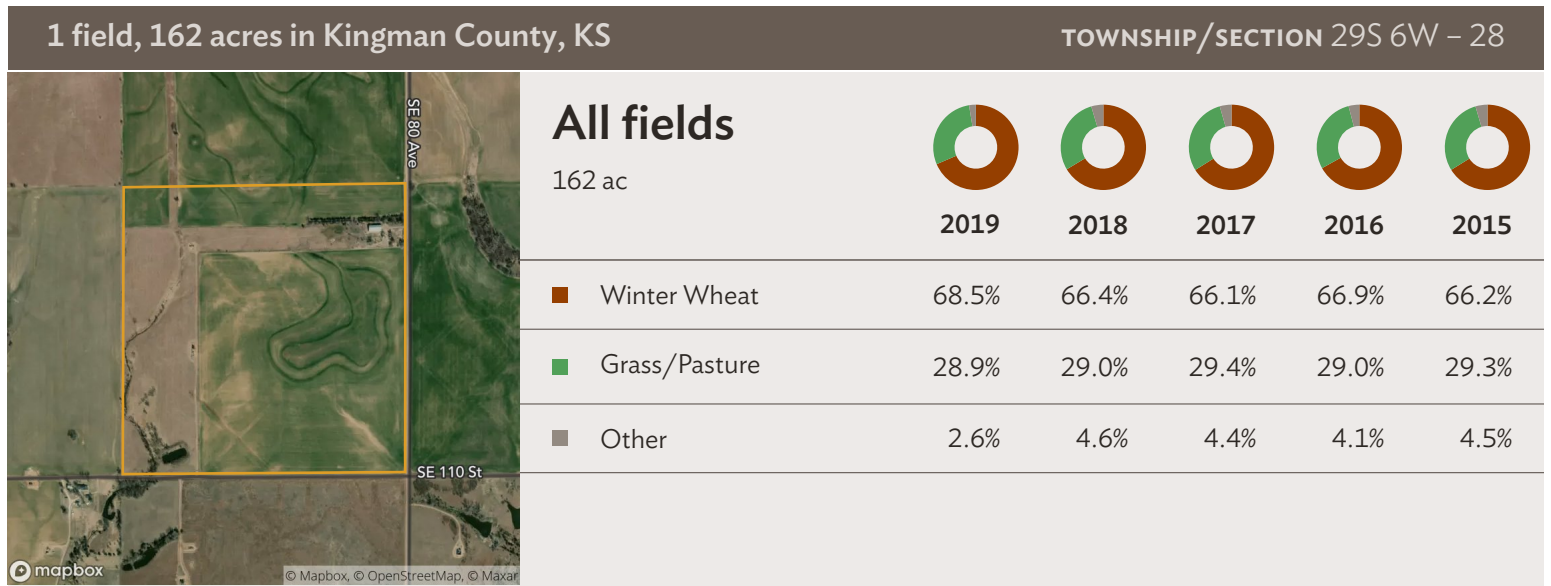


All fields

Source: NRCS Soil Survey

162 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
■ 5956	Shellabarger sandy loam, 1 to 3 percent slopes	131.41	81.3%	2	44.3
■ 5982	Nalim loam, 1 to 3 percent slopes	22.25	13.8%	2	54.9
■ 5419	Case-Clark clay loams, 3 to 7 percent slopes	8.05	5.0%	4	38.6
161.72					45.5



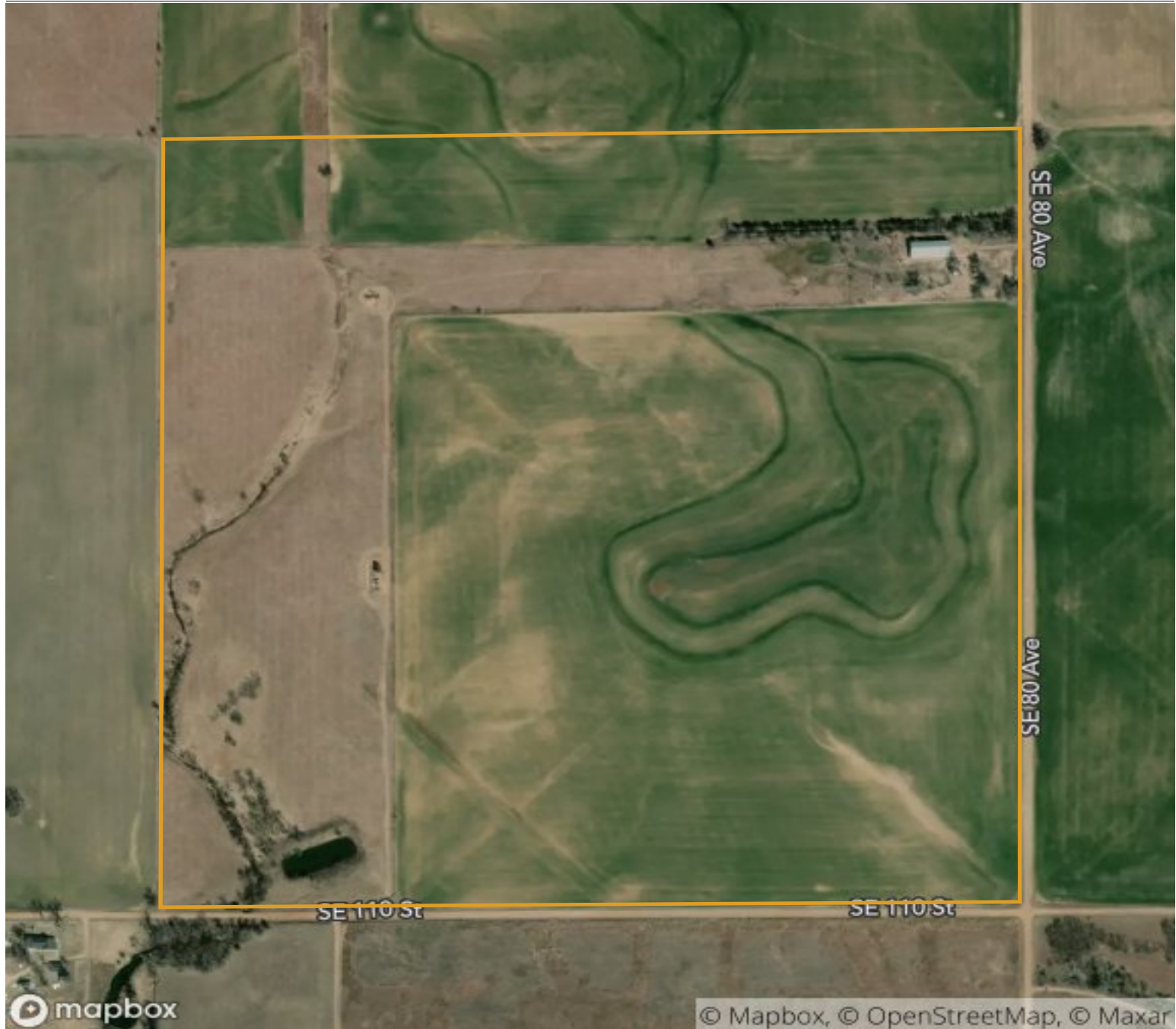
Source: NASS Cropland Data Layer

1 field, 162 acres in Kingman County, KS

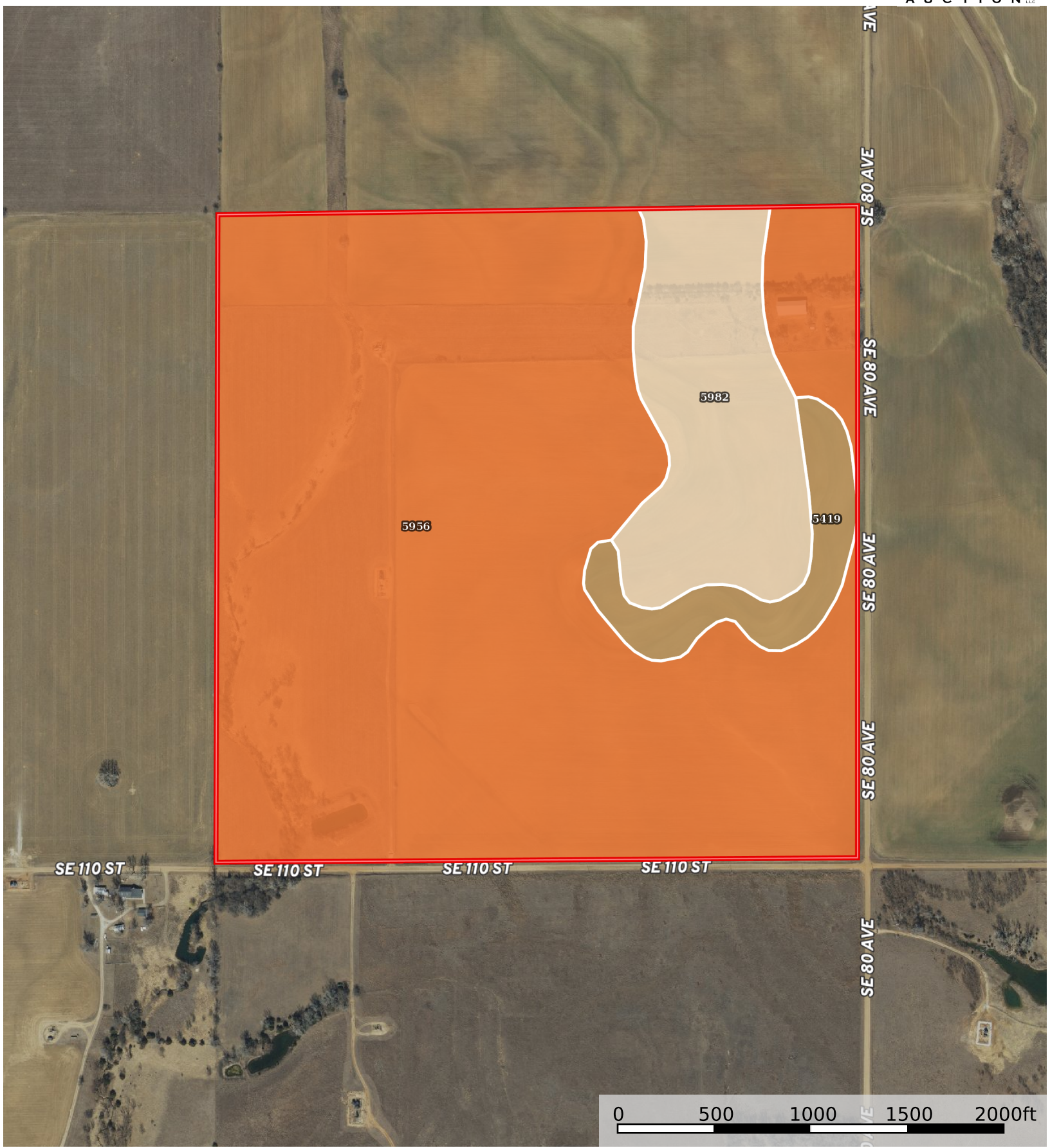
TOWNSHIP/SECTION 29S 6W – 28

Kingman County, KS

FIELD	ACRES	LOCATION	OWNER (LAST UPDATED)	OWNER ADDRESS
	161.72	29S 6W – 28 APN: 1482800000001010	COON, JAMES F & CHRISTINE D (08/10/2019)	6254 SE 60 AVE, MURDOCK, KS 67111



Kansas, AC +/-



 Boundary

| Boundary 162.1 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
5419	Case-Clark clay loams, 3 to 7 percent slopes	8.1	4.98	4e
5956	Shellabarger sandy loam, 1 to 3 percent slopes	131.7	81.26	2e
5982	Nalim loam, 1 to 3 percent slopes	22.3	13.76	2e
TOTALS		162.1	100%	2.1

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

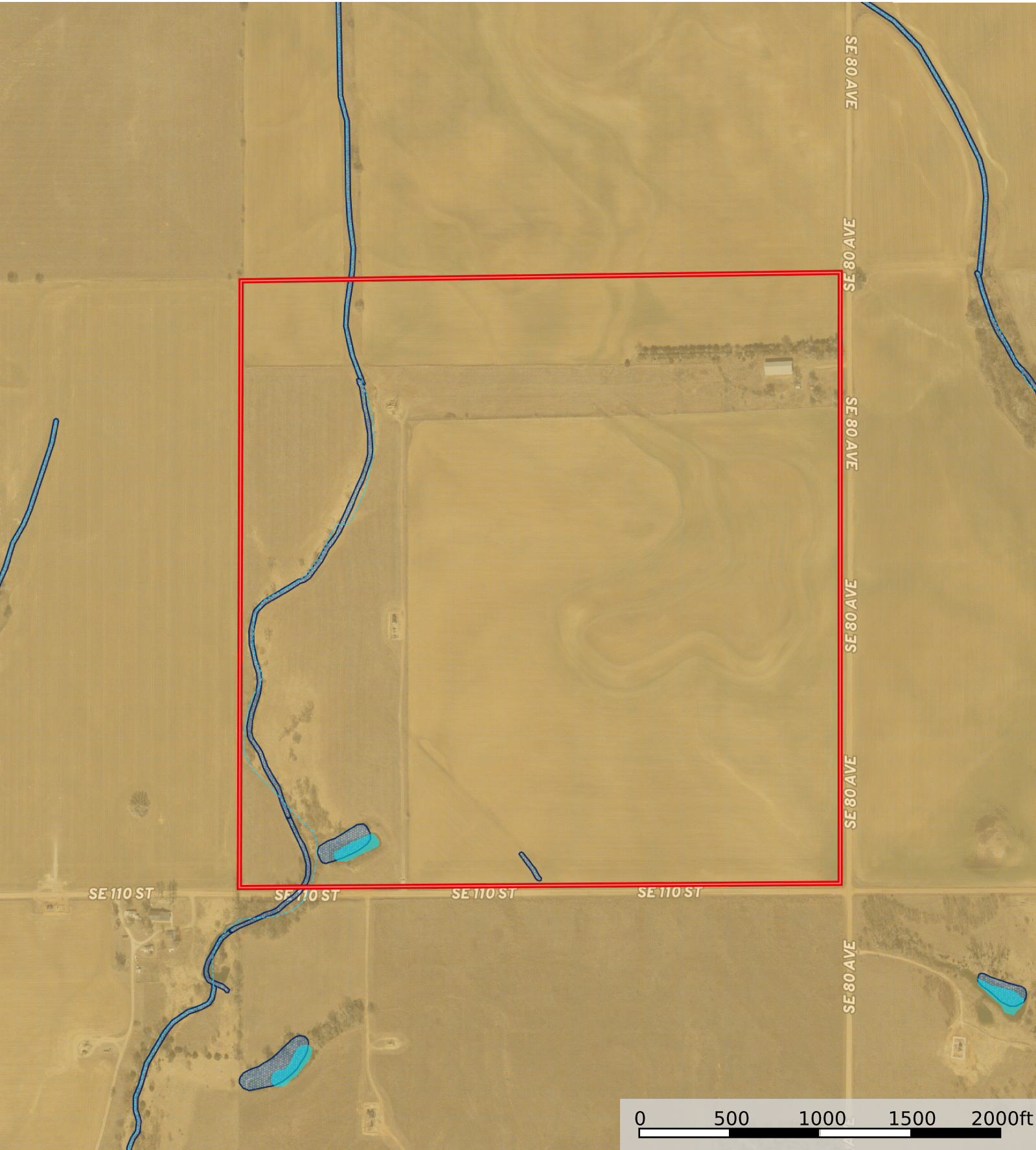
Land, Capability

								
	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

(s) soil limitations within the rooting zone (w) excess of water



Boundary

100 Year Floodplain

500 Year Floodplain

Floodway

Special

Unmapped/ Not Included

Wetlands

Riparian

Stream, Intermittent

River/Creek

Water Body



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*)

