

PROPERTY INFORMATION PACKET | THE DETAILS



**310.6 +/- Acres, NW 130 Ave. & Hwy 2
Attica, KS 67009**

AUCTION: BIDDING OPENS: Thurs, May 12th @ 2:00 PM
BIDDING CLOSING: Thurs, May 26th @ 12:20 PM

12041 E. 13th St. N. · Wichita, KS 67206
316.867.3600 · 800.544.4489 · McCurdy.com



McCurdy
REAL ESTATE & AUCTION



Table of Contents

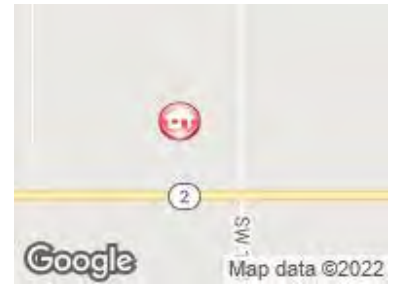
PROPERTY DETAIL PAGE
SELLER'S PROPERTY DISCLOSURE ACKNOWLEDGEMENT
WATER WELL ORDINANCE
SECURITY 1 ST TITLE WIRE FRAUD ALERT
FSA REPORT
ZONING MAP
FLOOD ZONE MAP
AERIAL MAP
ACRE VALUE MAP
SOIL REPORT
TERMS AND CONDITIONS
GUIDE TO AUCTION COSTS

The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Real Estate & 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



MLS # 610767
Class Land
Property Type Undeveloped Acreage
County Harper
Area OUT - Out of Area
Address 310.6 +/- NW 130 Ave
Address 2
City Attica
State KS
Zip 67009
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 2



GENERAL

List Agent - Agent Name and Phone	Isaac Klingman	List Date	4/14/2022
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Realtor.com Y/N	Yes
Co-List Agent - Agent Name and Phone	LONN MCCURDY - HOME: 316-683-0612	Display on Public Websites	Yes
Co-List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Display Address	Yes
Showing Phone	800-746-9464	VOW: Allow AVM	Yes
Zoning Usage	Agriculture	VOW: Allow 3rd Party Comm	Yes
Parcel ID	1522-0-00-00-001.00-0	Sub-Agent Comm	0
Number of Acres	310.60	Buyer-Broker Comm	3
Price Per Acre	0.00	Transact Broker Comm	3
Lot Size/SqFt	31.6 Acres	Variable Comm	Non-Variable
School District	Attica School District (USD 511)	Virtual Tour Y/N	
Elementary School	Attica	Days On Market	15
Middle School	Attica	Cumulative DOM	15
High School	Attica	Cumulative DOMLS	
Subdivision	NONE	Input Date	4/29/2022 10:33 AM
Legal	RURAL TOWNSHIP PARCEL, S22, T33, R09, ACRES 310.6, E2 SEC LESS RD R /W SECTION 22 TOWNSHIP 33 RANGE 09	Update Date	4/29/2022
		Status Date	4/29/2022
		HotSheet Date	4/29/2022
		Price Date	4/29/2022

DIRECTIONS

Directions (Attica) South on S Main St to SW 40 Rd/ NW 105 Ave, South on NW 10 Rd/ NW 110 Rd, West on KS 2 to NW 130 Ave. Property on NW corner of intersection.

FEATURES

SHAPE / LOCATION Rectangular	UTILITIES AVAILABLE Other/See Remarks	FLOOD INSURANCE Unknown	LOCKBOX None
TOPOGRAPHIC Rolling Wooded	IMPROVEMENTS None	SALE OPTIONS Other/See Remarks	AGENT TYPE Sellers Agent
PRESENT USAGE Recreational	OUTBUILDINGS None	PROPOSED FINANCING Other/See Remarks	OWNERSHIP Individual
ROAD FRONTAGE Dirt Paved	MISCELLANEOUS FEATURES None	POSSESSION At Closing	TYPE OF LISTING Excl Right w/o Reserve
	DOCUMENTS ON FILE None	SHOWING INSTRUCTIONS Call Showing #	BUILDER OPTIONS Open Builder

FINANCIAL

Assumable Y/N	No
General Taxes	\$700.62
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: Thursday, May 12th, 2022 at 2 PM (cst) | BIDDING CLOSING: Thursday, May 26th, 2022 at 12:20 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!!! A one-of-kind recreational property that offers endless opportunities. Known for supporting countless deer and turkeys this true recreational oasis is one that draws any hunter's attention. 310+/- acres with an expansive ground cover of trees and brush supplying amazing wildlife habitat. The land also features a heavy tree row through the center of the property and Sandy Creek running through the Southwest portion of the land. This great location, with Highway 2 road frontage, is only a 15-minute drive to Anthony. If you have been looking for an exceptional piece of recreational property, here it is, do not miss your chance. S22-T33-R09W E2 310.62+/- Acres of recreational/pastureland Expansive ground cover comprised of trees and brush Pond Sandy Creek Heavy tree row in center of property Trails running throughout Right off Highway 2 10 minutes to Attica 15 minutes to Anthony 30 minutes to Medicine Lodge All mineral rights held by the seller will pass with the real estate to the buyer. Crops planted at the time of sale will remain with the farmer. Definition of 'selling by the acre': A method of sale often used for agricultural or undeveloped acreage in which bid 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 if \$800,000. For the purposes of calculating the total sales price, the acreage will be rounded to the nearest whole acre. For example, a parcel with 158.7 acres would be offered as 159 acres. *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. Full auction terms and conditions provided in the Property Information Packet. 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 \$35,000.

AUCTION

Type of Auction Sale	Absolute	1 - Open for Preview
Method of Auction	Online Only	1 - Open/Preview Date
Auction Location	www.mccurdy.com	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	5/12/2022	2 - Open for Preview
Auction Start Time	2pm	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	05/25/2022 5pm	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 %/\$	335,000.00	3 - Open End Time

TERMS OF SALE

Terms of Sale See Associated Documents

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 2022 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.



SELLER'S PROPERTY DISCLOSURE ACKNOWLEDGEMENT

Property Address: 156 Acres on SW50, 157 acres on SW140, 310 acres on NW130 (the "Real Estate")

By signing below, Seller acknowledges that Seller has elected not to complete a Seller's Property Disclosure because they have never occupied the Real Estate or are otherwise not familiar enough with the Real Estate to sufficiently and accurately provide the information required to complete a Seller's Property Disclosure. Notwithstanding the lack of a completed Seller's Property Disclosure, Seller has been advised and understands that the law requires disclosure of any actual known material defect in the Real Estate to prospective buyers and that failure to do so may result in civil liability for damages. Seller accordingly discloses the following actual known material defects (if none, write "none"):

None

Authentisign
Randall VanNess

SELLER: 03/23/2022

Authentisign
Dyson P. Potter

03/29/2022

Authentisign
Catherine J. VanNess

03/23/2022

Stephen M. Vondracek
Signature Date 3/21/22

Stephen M. Vondracek

Print
Tosha Mangrum

03/31/2022

Authentisign
Kayla Vondracek

03/28/2022

Authentisign
Rachel Potter

03/29/2022

Authentisign
Danmark Smith

03/30/2022

Authentisign
Coleman Teel

04/01/2022

Authentisign
Cassie M. Teel

04/01/2022

Authentisign
Steven C. Smith

03/30/2022

Signature Date

Authentisign
Wesley Hawel

04/13/2022

Print

Authentisign
Gregory C. Vondracek

03/25/2022

Title

Company

By signing below, Buyer acknowledges that no Seller's Property Disclosure is available for the Real Estate and that it was Buyer's responsibility to have any and all desired inspections completed prior to bidding on the Real Estate and that Buyer either performed all desired inspections or accepts the risk of not having done so.

BUYER:

Signature Date

Print

Title Company

Signature Date

Print

Title Company



McCurdy
REAL ESTATE & AUCTION

WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 310 +/- Acres on NW 130th Ave Altica, KS

DOES THE PROPERTY HAVE A WELL? YES X NO _____

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

Location of Well: Center of property near east gate

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

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

[Signature] 3/21/22
Owner _____ Date _____

[Signature: Bryson P. Potter] 03/29/2022
Owner _____ Date _____

[Signature: Rachel Potter] 03/29/2022
Owner _____ Date _____

[Signature: Cassie M. Teel] 04/01/2022
Owner _____ Date _____

[Signature: Catherine J. VanNess] 03/23/2022 [Signature: Wesley Hawel] 04/13/2022

[Signature: Randall VanNess] 03/23/2022 [Signature: Coleman Teel] 04/01/2022

[Signature: Darla K. Smith] 03/30/2022 [Signature: Tosha Mangrum] 03/31/2022

[Signature: Steven C. Smith] 03/30/2022

[Signature: Gregory C. Vondracek] 03/25/2022

[Signature: Kayla Vondracek] 03/28/2022



CALL BEFORE YOU WIRE FUNDS

PROTECT YOUR MONEY WITH THESE TWO STEPS

1. At the first meeting with your Realtor®, obtain the phone number of your real estate agent and your escrow officer.
2. PRIOR to wiring funds, call the known phone number to speak directly with your escrow officer to confirm wire instructions.

WHAT TO EXPECT FROM SECURITY 1ST TITLE WHEN YOU WIRE FUNDS.

1. To protect your business and customer's information, we will only provide wire instructions to the customer.
2. We will NOT randomly send wire instructions without a request from the customer.
3. We will NOT provide wire instructions if we do not have a signed **Wire Fraud Alert Form** for the party requesting the wire instructions.
4. We will NOT change the wire instructions in the middle of the transaction.
5. If a Buyer/Seller does receive wire instructions:
 - Wire instructions will be given verbally over the phone or sent securely via secured email.
 - The customer needs to verify our phone number at a trusted source like our website, security1st.com
 - Before sending funds, they need to call the verified office number to verify the wire instructions.

**NEVER WIRE FUNDS WITHOUT FIRST CALLING A KNOWN NUMBER FOR YOUR ESCROW OFFICER
TO CONFIRM THE WIRE INSTRUCTIONS. DO NOT RELY ON EMAIL COMMUNICATIONS.**

The undersigned, hereby authorizes Security 1st Title to communicate regarding my real estate closing transaction via electronic communications (cell phone number, e-mail or text message). I understand that this means Security 1st Title will only communicate with me via the authorized cell phone number and email address listed below.

I also acknowledge receipt of this notice and the risks associated with, and the vulnerabilities of electronic transfer of funds. The undersigned further agree that if electronic transfer of funds is utilized in this transaction, they hereby hold Security 1st Title harmless from all claims arising out of inaccurate transfer instructions, fraudulent taking of said funds and/or any other damage relating to the conduct of third parties influencing the implementation of transfer instructions.

Buyer/Seller Name

Buyer/Seller Name

Authorized Email Address

Authorized Email Address

Authorized Phone Number

Authorized Phone Number

Property Address

File Number

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
Harper

U.S. Department of Agriculture
Farm Service Agency

FARM: 2073
Prepared: 4/18/22 12:27 PM
Crop Year: 2022
Page: 2 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.

Other [REDACTED]

Tract Number: 1899 Description NE4 4-34-9

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

BIA Range Unit Number:

HEL Status: HEL: conservation system is being actively applied

Wetland Status: Tract does not contain a wetland

WL Violations: [REDACTED]

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
155.57	155.57	155.57	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	155.57	0.0	0.0			

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	103.4	40	0.00
Total Base Acres:	103.4		

[REDACTED]

Other Producers: [REDACTED]

Tract Number: 10140 Description E2 22-33-9

FSA Physical Location : Harper, KS ANSI Physical Location: Harper, 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
310.72	17.34	17.34	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	17.34	0.0	0.0			

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	10.7	40	0.00
Total Base Acres:	10.7		

Owners: [REDACTED], [REDACTED]

FSA - 578 (09-13-16)

REPORT OF COMMODITIES FARM AND TRACT DETAIL LISTING

DATE: 04/18/2022

PAGE: 2

Farm Number: 2073

[illegible]

1899	1	GRASS	NAG	GZ	N	C	N	I	A	85.29	Yes	O	01
					Share	50.00	FSA Physical Location Harper, Kansas					NAP Unit 635	Signature Date 02/15/2022
						50.00	Harper, Kansas						
	2	GRASS	NAG	GZ	N	C	N	I	A	54.28	Yes	O	01
	Producer				Share	50.00	FSA Physical Location Harper, Kansas					NAP Unit 635	Signature Date 02/15/2022
						50.00	Harper, Kansas						
	3	GRASS	NAG	GZ	N	C	N	I	A	16.00	Yes	O	01
	Producer				Share	50.00	FSA Physical Location Harper, Kansas					NAP Unit 635	Signature Date 02/15/2022
						50.00	Harper, Kansas						

Tract 1899 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	155.57														

Photo Number/Legal Description: NE4 4-34-9

Cropland: 155.57

Reported on Cropland: 155.57

Difference: 0.00

Reported on Non-Cropland: 0.00

10140	2	GRASS	NAG	GZ	N	C	N	I	A	17.34	Yes	O	01
	Producer				Share	50.00	FSA Physical Location Harper, Kansas					NAP Unit 635	Signature Date 02/15/2022
						50.00	Harper, Kansas						
	3A	GRASS	NAG	GZ	N	C	N	I	A	273.38	No	N	01
	Producer				Share	50.00	FSA Physical Location Harper, Kansas					NAP Unit 635	Signature Date 02/15/2022
						50.00	Harper, Kansas						

Tract 10140 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	290.72														

Photo Number/Legal Description: E2 22-33-9

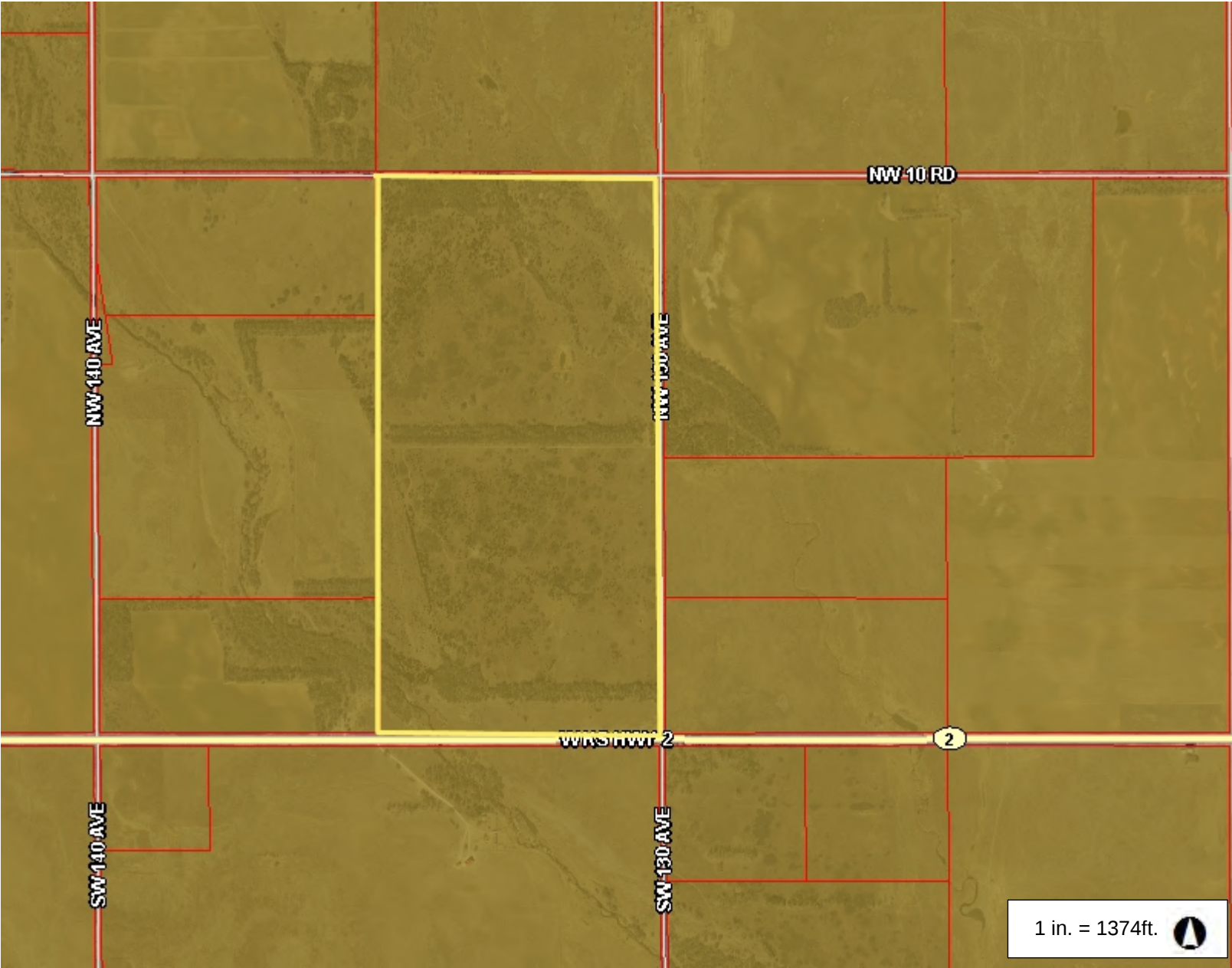
Cropland: 17.34

Reported on Cropland: 17.34

Difference: 0.00

Reported on Non-Cropland: 273.38

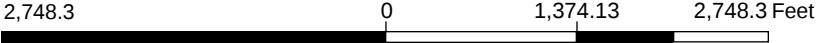
310.6 +/- Acres at NW 150th Ave., Attica, KS 67009 - Zoning



Legend

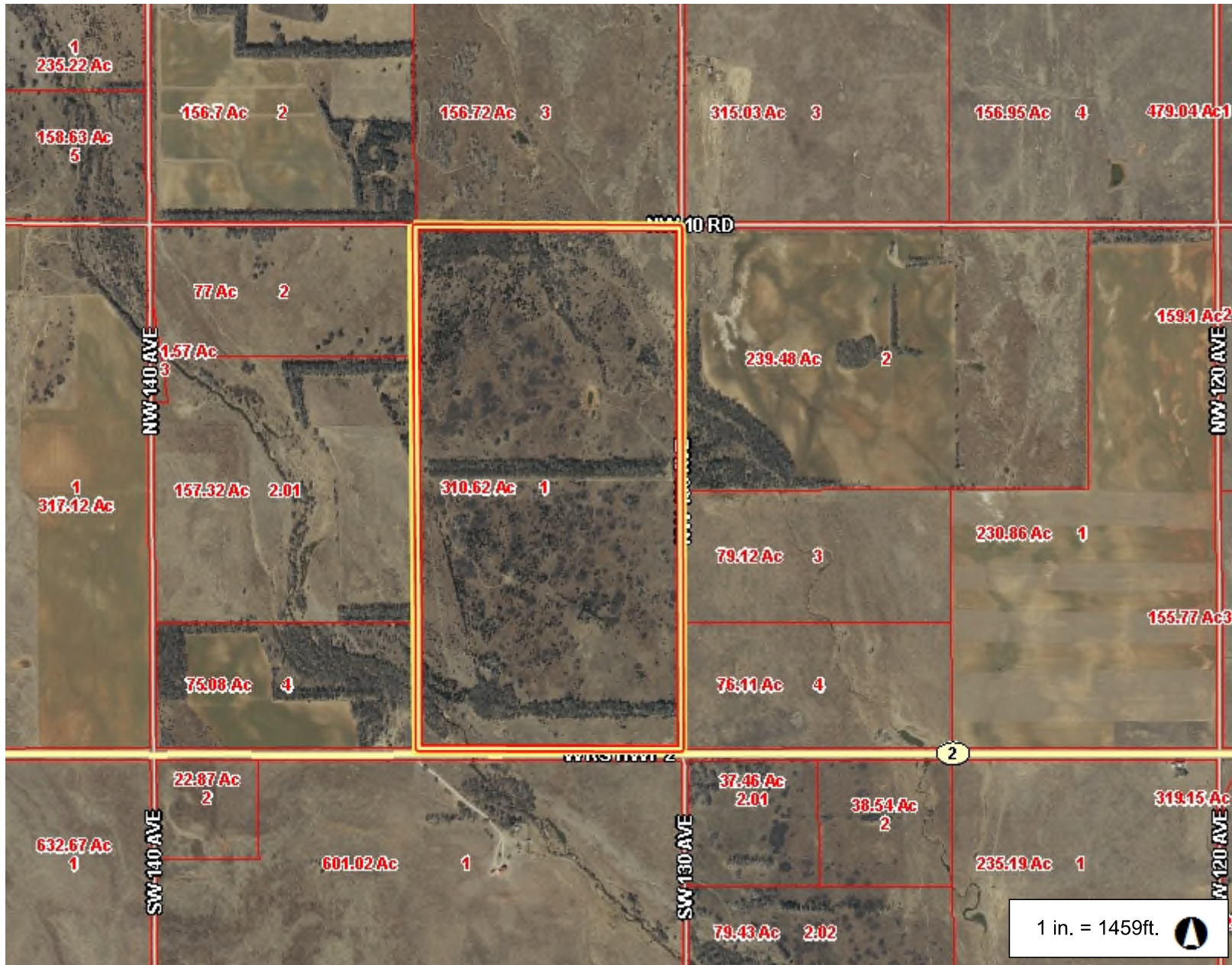
- Highways
- Street
 - PAVED
 - GRAVEL
- Railroad
- Parcel
- Zoning
 - A-1
 - A-2
 - A-3
 - ANTHONY
 - ATTICA
 - B-1
 - B-2
 - BLUFF CITY
 - FREEPORT
 - I-1
 - I-2
 - MH-1
 - R-1
 - R-2
 - V-1
 - WALDRON

Notes



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

310.6 +/- Acres at SW 130 Ave, Attica, KS 67009 - Aerial



Legend

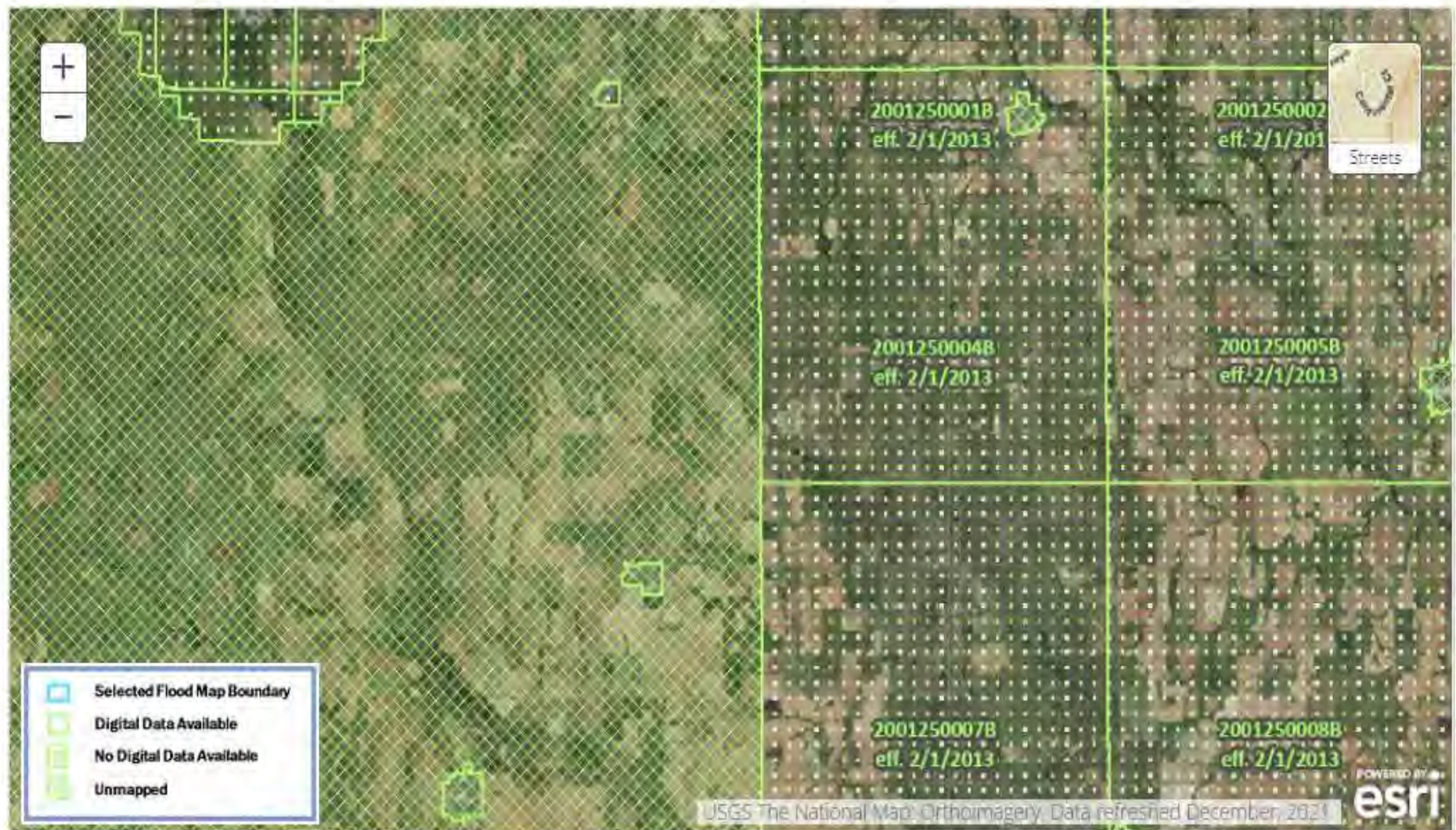
- Highways
- Street
 - PAVED
 - GRAVEL
- Railroad
- Parcel
- Parcel Short Number
- Parcel Acres
- Subdivision
- City Boundary Line

Notes

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

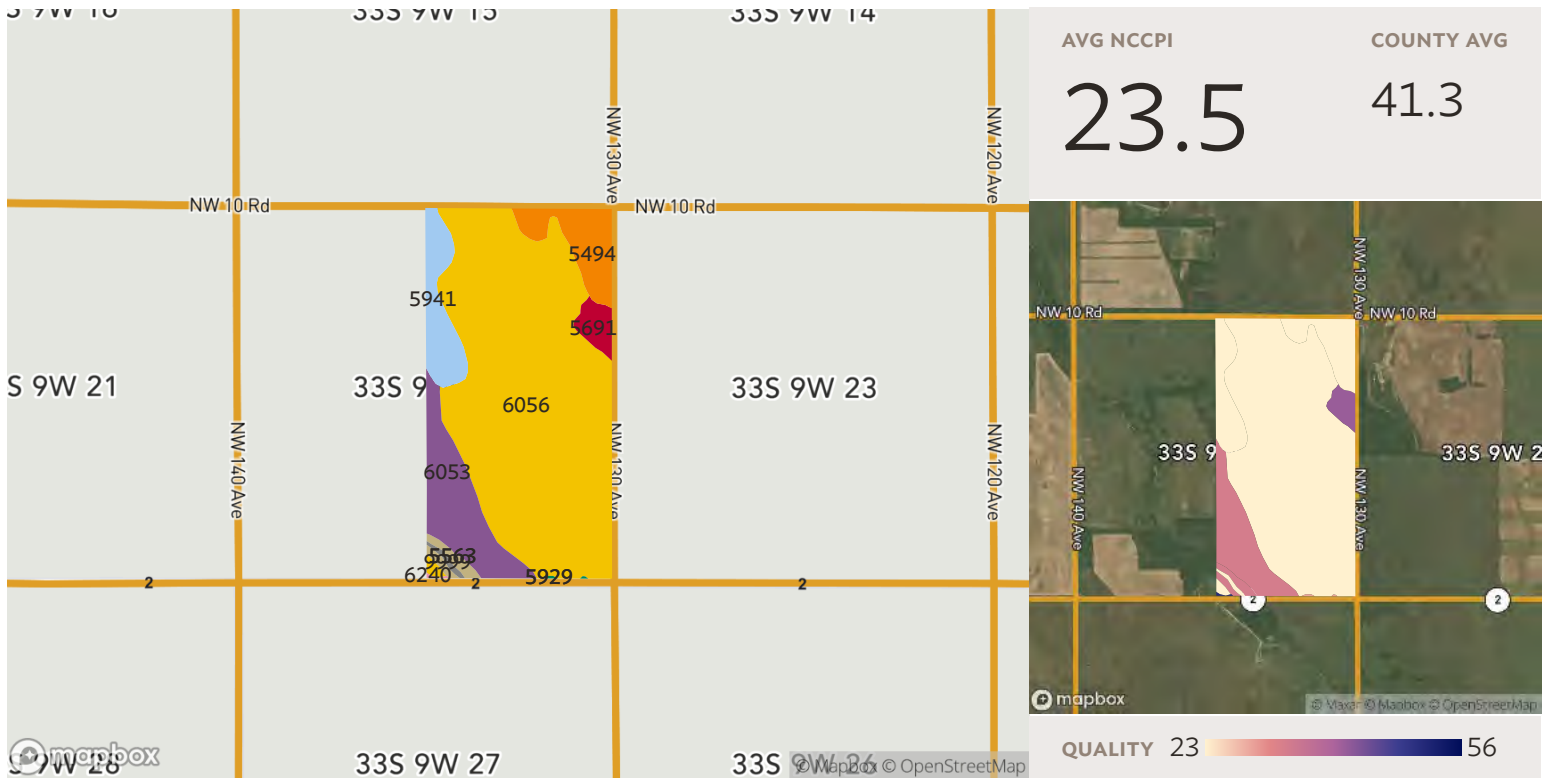
THIS MAP IS NOT TO BE USED FOR NAVIGATION

310.6 +/- Acres at SW 130 Ave, Attica, KS 67009 - Flood Zone



1 field, 310 acres in Harper County, KS

TOWNSHIP/SECTION 33S 9W – 22



Source: NRCS Soil Survey

All fields

310 ac.

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
6056	Lincoln loamy fine sand, occasionally flooded	221.53	71.4%	4	22.3
6053	Gerlane fine sandy loam, occasionally flooded	35.33	11.4%	2	33.4
5494	Woodward-Quinlan loams, 0 to 1 percent slopes	21.00	6.8%	3	16.1
5941	Pratt-Tivoli loamy fine sands, 5 to 15 percent slopes	20.34	6.6%	7	19.5
5691	Zenda fine sandy loam, occasionally flooded	6.73	2.2%	2	40.9
5563	Kingman clay loam, occasionally flooded	4.05	1.3%	5	33.5
9999	Water	1.05	0.3%		N/A
5929	Pratt loamy fine sand, 5 to 12 percent slopes	0.20	0.1%	4	28.7
6240	Dale silt loam, rarely flooded	0.17	0.1%	1	50.7

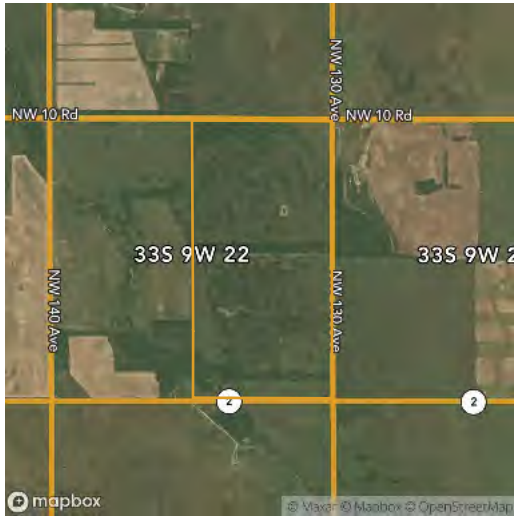
1 field, 310 acres in Harper County, KS

TOWNSHIP/SECTION 33S 9W – 22

309.3499.7%23.5

1 field, 310 acres in Harper County, KS

TOWNSHIP/SECTION 33S 9W – 22



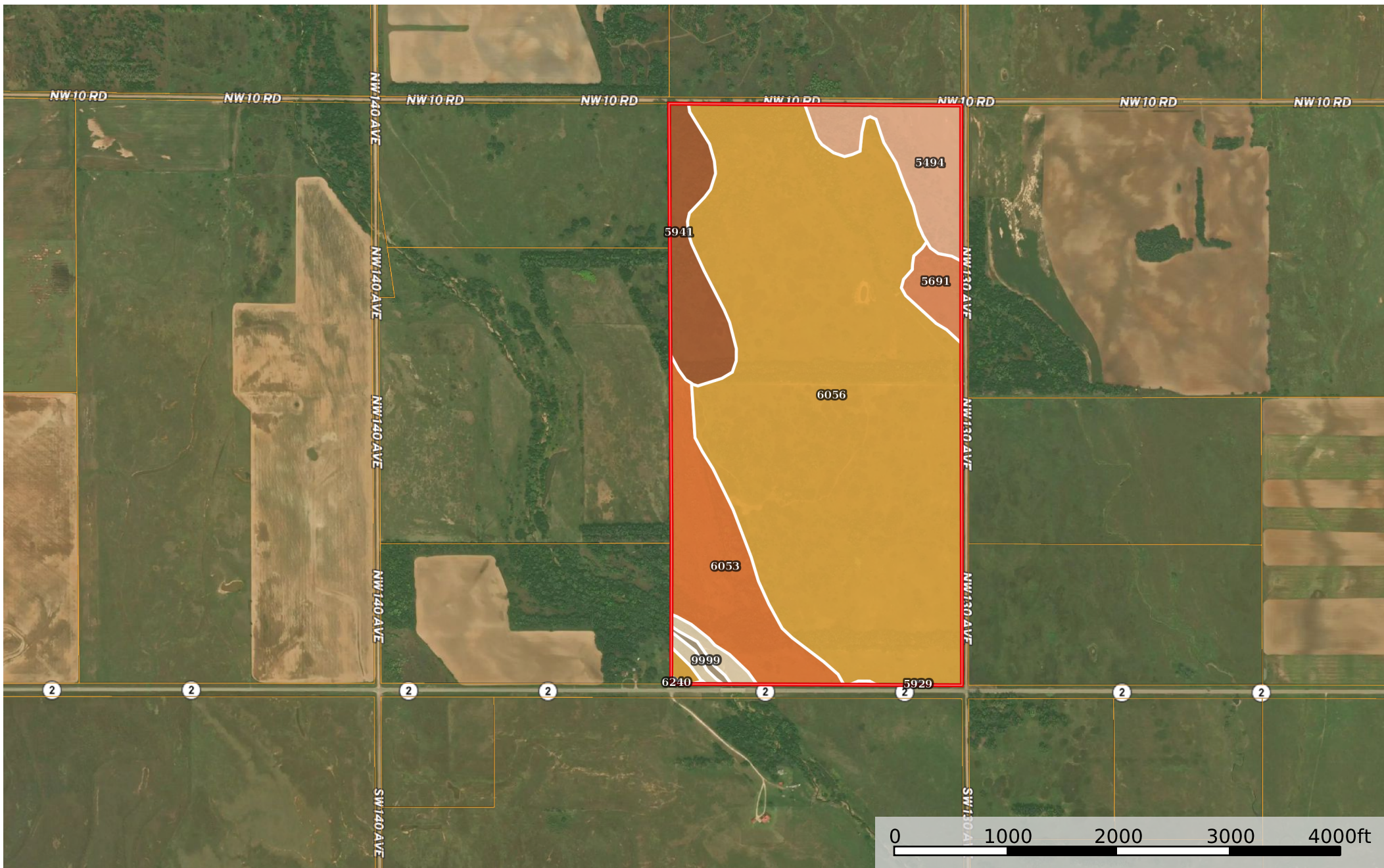
All fields

310 ac.

					
	2020	2019	2018	2017	2016
 Grass/Pasture	87.9%	89.6%	88.9%	88.6%	88.3%
 Forest	6.8%	8.6%	7.8%	8.0%	8.4%
 Other	5.3%	1.8%	3.3%	3.4%	3.3%

Source: NASS Cropland Data Layer

Kansas, AC +/-



Boundary 310.48 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
6056	Lincoln loamy fine sand, occasionally flooded	221.46	71.33	0	28	4s
6053	Gerlane fine sandy loam, occasionally flooded	35.43	11.41	0	48	2e
5494	Woodward-Quinlan loams, 0 to 1 percent slopes	21.01	6.77	0	22	2e
5941	Pratt-Tivoli loamy fine sands, 5 to 15 percent slopes	20.47	6.59	0	24	6e
5691	Zenda fine sandy loam, occasionally flooded	6.69	2.15	0	60	2w
5563	Kingman clay loam, occasionally flooded	4.04	1.3	0	52	5w
9999	Water	1.05	0.34	0	-	-
5929	Pratt loamy fine sand, 5 to 12 percent slopes	0.18	0.06	0	32	4e
6240	Dale silt loam, rarely flooded	0.15	0.05	0	70	1
TOTALS		310.48(*)	100%	-	30.54	3.74

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

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

TERMS AND CONDITIONS

1. Any person who registers or bids at this auction (the "Bidder") agrees to be bound by these Terms and Conditions and any auction announcements. 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.
2. Auction announcements or postings take precedence over anything previously stated or printed, including these Terms and Conditions. In the event of a conflict between these Terms and Conditions and any other rules, terms, or agreements governing the use of the online bidding platform, these Terms and Conditions govern.
3. The real estate offered for sale at auction (the "Real Estate") is legally described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy Real Estate & Auction, LLC ("McCurdy") at Bidder's request.
4. 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 the owner of the Real Estate (the "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.
5. 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.
6. It is the sole responsibility of Bidder to monitor McCurdy's website with respect to any updates or information regarding any Real Estate on which Bidder is bidding. Bidder acknowledges that information regarding the Real Estate may be updated or changed on McCurdy's website at any time prior to the conclusion of bidding and that Bidder has timely reviewed the Real Estate information or assumes the risk of not having done so.

7. Once submitted, a bid cannot be retracted.
8. 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.
9. The Real Estate is not offered contingent upon financing.
10. 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, by 4:00 p.m. (CST) on the business day following the auction. 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.
11. 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.
12. 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.
13. 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.
14. Bidder authorizes McCurdy to film, photograph, or otherwise record the auction or components of the auction process and to use those films, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
15. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy by returning the completed Broker Registration Form no later than 5 p.m. on the business day prior to the either the auction or scheduled closing time for an online auction, as the case may be. The Broker Registration Form is available on McCurdy's website.
16. 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.
17. 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.

18. McCurdy has the right to establish all bidding increments.
19. 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.
20. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
21. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
22. These Terms and Conditions are binding on Bidder and on Bidder’s partners, representatives, employees, successors, executors, administrators, and assigns.
23. 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.
24. 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 auctions@mccurdy.com.
25. 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.
26. 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.
27. 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 suspend, pause, or extend the scheduled closing time of the auction.

28. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set out in these Terms and Conditions by 4:00 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.
29. 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.
30. 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.

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)*

