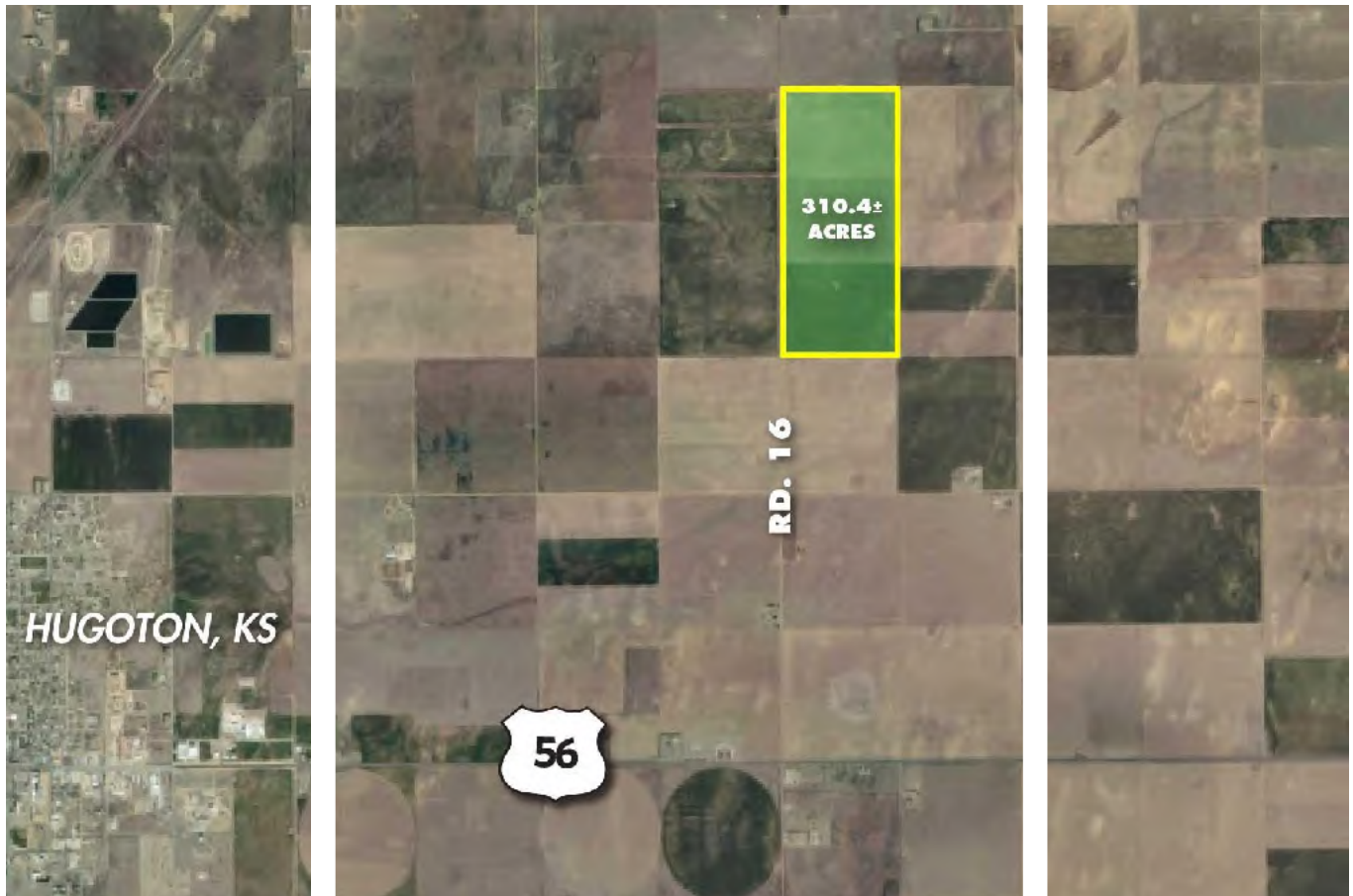




310.4 ± Acres on Rd 16 | Hugoton, KS 67951

AUCTION: BIDDING OPENS: Tues, May 31st @ 2:00 PM

BIDDING CLOSING: Thurs, June 16th @ 2:20 PM

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



McCurdy
REAL ESTATE & AUCTION



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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 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 # 611554
Class Land
Property Type Farm
County Stevens
Area OUT - Out of Area
Address 310.4 ± Acres Rd 16
Address 2
City Hugoton
State KS
Zip 67951
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 5



GENERAL

List Agent - Agent Name and Phone	BRADEN MCCURDY - OFF: 316-683-0612	List Date	4/29/2022
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	Isaac Klingman	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	800-301-2055	VOW: Allow AVM	Yes
Zoning Usage	Agriculture	VOW: Allow 3rd Party Comm	Yes
Parcel ID	12307-0-00-00-002-00-0	Sub-Agent Comm	0
Number of Acres	310.40	Buyer-Broker Comm	3
Price Per Acre	0.00	Transact Broker Comm	3
Lot Size/SqFt	13521024	Variable Comm	Non-Variable
School District	Hugoton Public Schools (USD 210)	Virtual Tour Y/N	
Elementary School	Hugoton	Days On Market	41
Middle School	Hugoton	Cumulative DOM	41
High School	Hugoton	Cumulative DOMLS	
Subdivision	NONE	Input Date	5/17/2022 3:57 PM
Legal	S06 , T33 , R36W , ACRES 155.0 , SW LESS ROW. AND S07 , T33 , R36W , ACRES 150.0 , NW LESS ROW.	Update Date	6/9/2022
		Status Date	5/17/2022
		HotSheet Date	5/17/2022
		Price Date	5/17/2022

DIRECTIONS

Directions (Hugoton) West on Rd N/K-51, North on Rd 16 to land.

FEATURES

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

FINANCIAL

Assumable Y/N	No
General Taxes	\$483.27
General Tax Year	2021
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. | 10% Buyer's Premium will be added to the final bid. | BIDDING OPENS: Tuesday, May 31st, 2022 at 2 PM (cst) | BIDDING CLOSING: Thursday, June 16th, 2022 at 2:20 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!!! Terrific opportunity to acquire 310.4 ± Acres in Stevens County! This parcel is selling regardless of price to the highest bidder. 310.4 ± Acres Level and Tillable (Wheat & Grain Sorghum) Current gas production About 1 mile to K-51/Route 56 Per seller, current summer crop, if any, does not transfer with the property. Fall crop share will transfer with the property. All mineral interests held by seller will pass with the real estate to the buyer. No water rights. \$40,000 anticipates closing on or before 30 days from the date of sale. A 60-day close is available at the discretion of purchaser with deposit of \$50,000 in earnest money at the time of contracting. 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. 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 \$40,000.

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	5/31/2022	2 - Open for Preview
Auction Start Time	2pm	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	06/15/2022 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 %/\$	40,000.00	3 - Open End Time

TERMS OF SALE

Terms of Sale See Associated Documents

PERSONAL PROPERTY

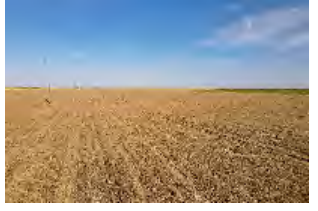
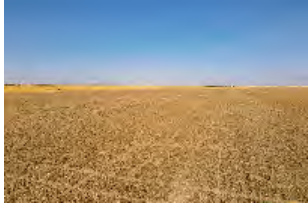
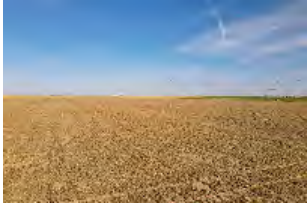
Personal Property

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: 154+/- And 156.4+/- Acres In Stevens County - Hugoton, KS 67951 (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, Have never seen Property

SELLER:

John R. [Signature] 4/27/22

Signature

Date

Print

Title

Company

Signature

Date

Print

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



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

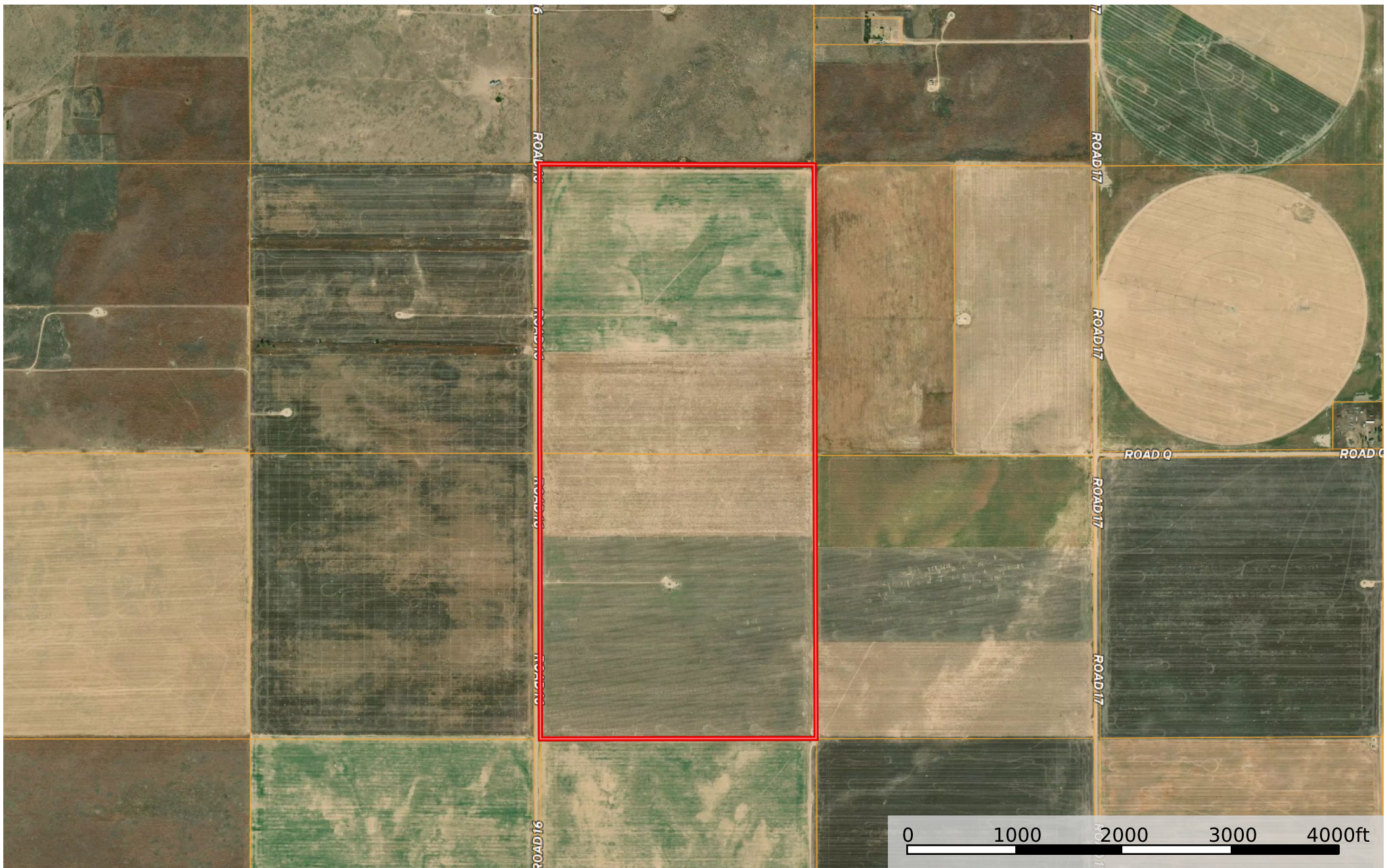
File Number

FOR MORE INFORMATION ON WIRE-FRAUD SCAMS OR TO REPORT AN INCIDENT, PLEASE REFER TO THE FOLLOWING LINKS:

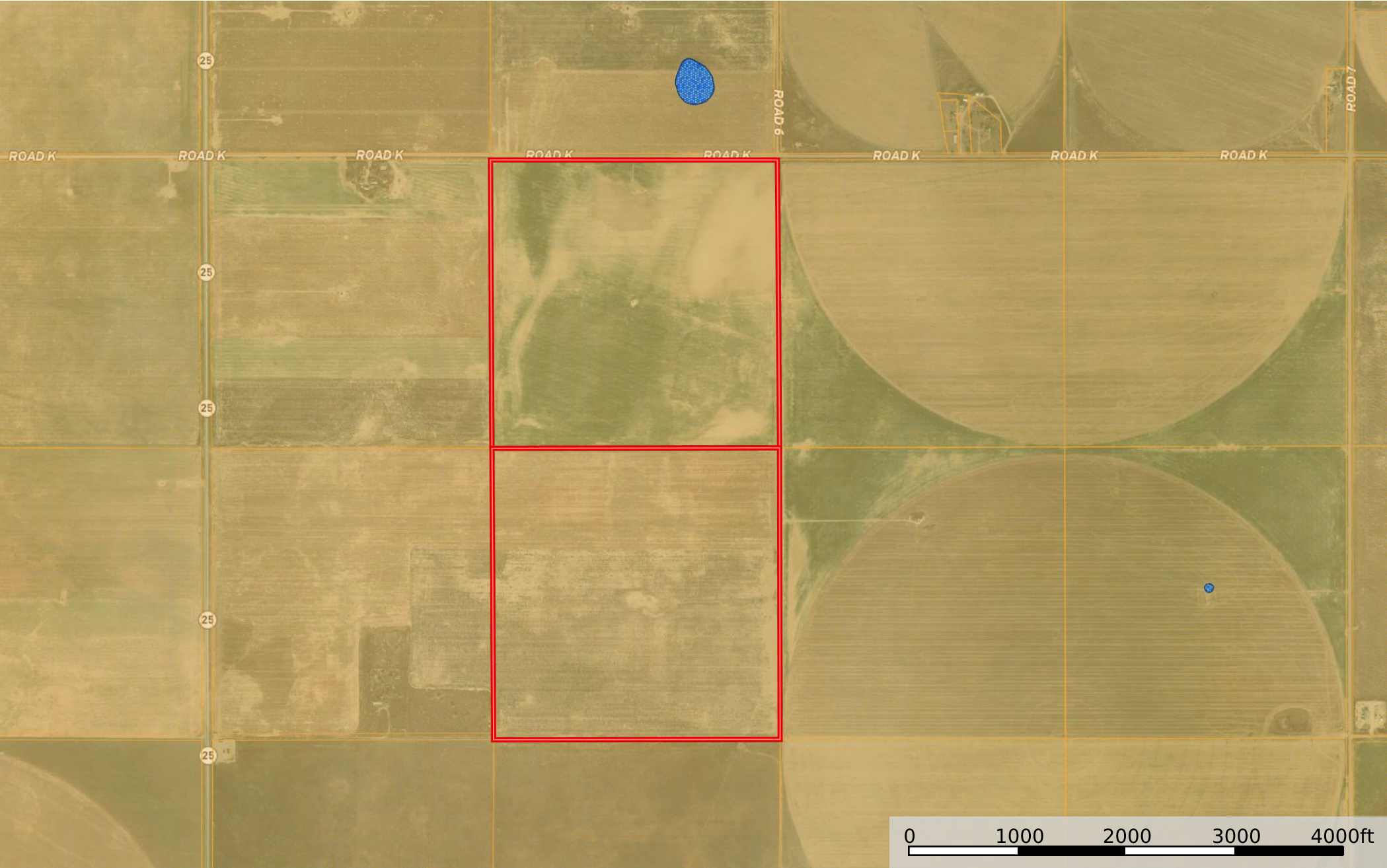
Federal Bureau of Investigation: <http://www.fbi.gov>

Internet Crime Complaint Center: <http://www.ic3.gov>

310.4 +/- Acres, Road 16, Hugoton, KS 67951 Zoning - AG Agricultural

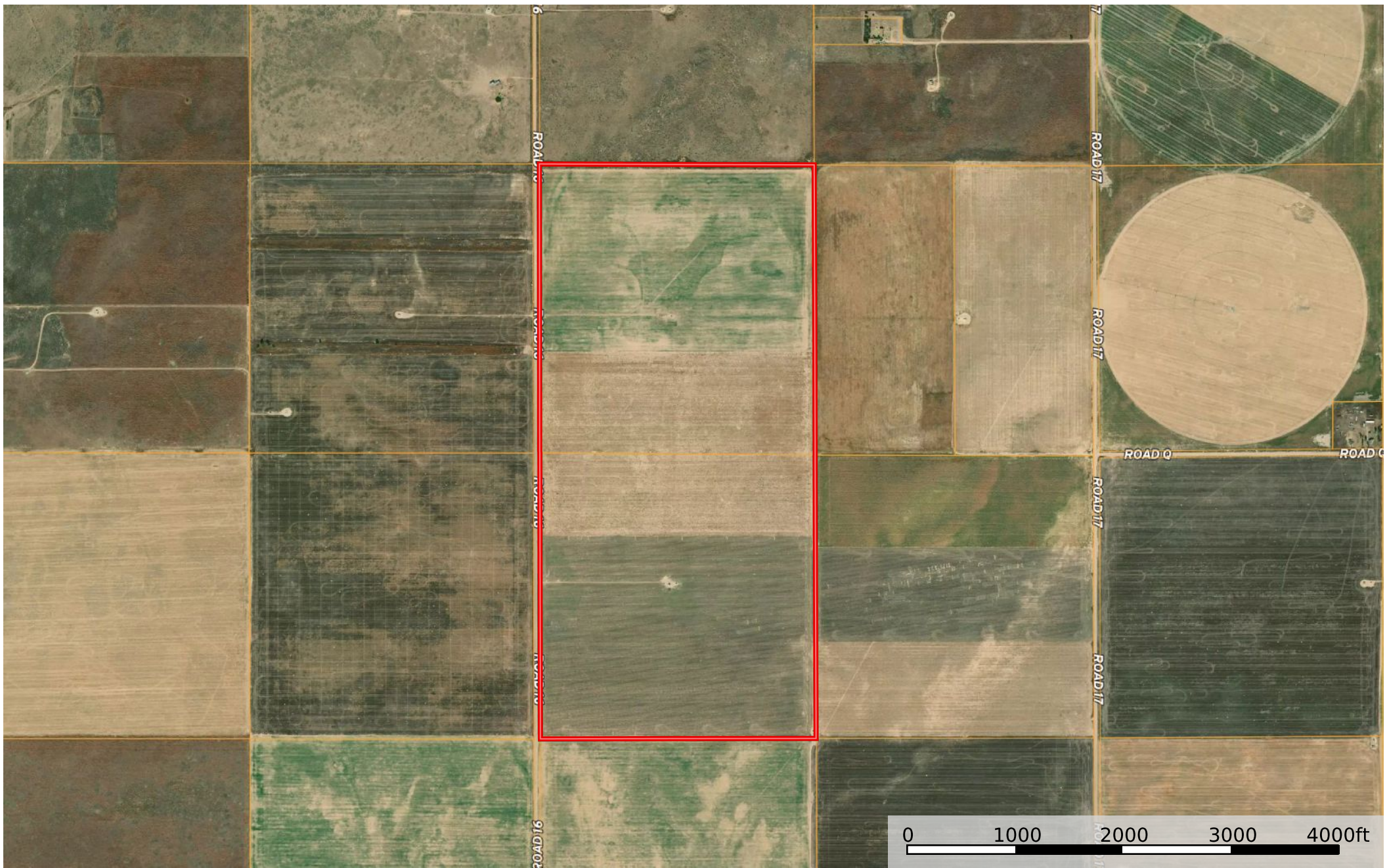


 Boundary  Stream, Intermittent  River/Creek  Water Body

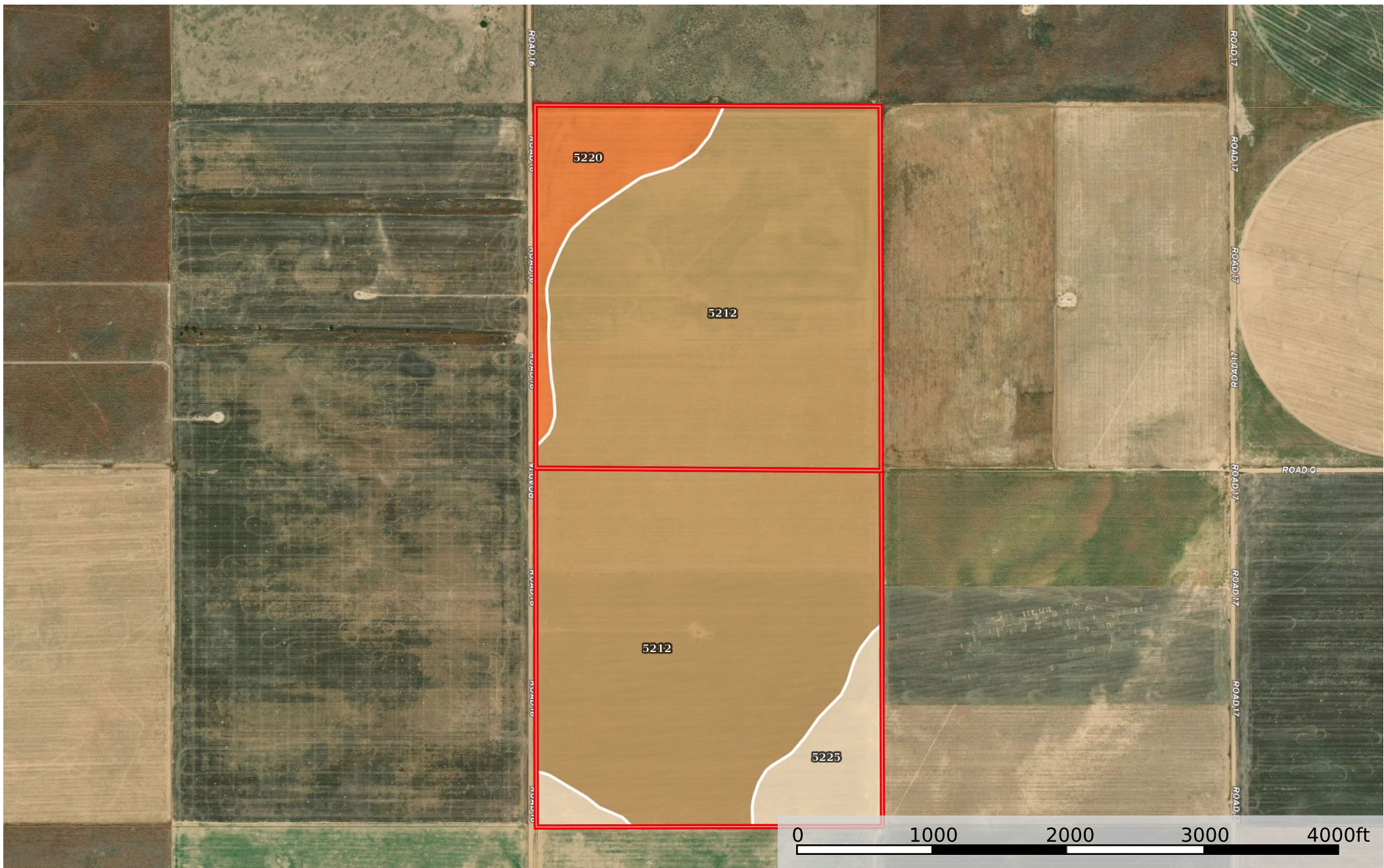


- Boundary
- 100 Year Floodplain
- 500 Year Floodplain
- Floodway
- Special
- Unmapped/ Not Included
- Wetlands
- Riparian
- Stream, Intermittent
- River/Creek
- Water Body

310.4 +/- Acres, Road 16, Hugoton, KS 67951 Aerial



 Boundary  Stream, Intermittent  River/Creek  Water Body



 Boundary

|  All Polygons 310.25 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
5212	Bigbow loamy fine sand, 0 to 3 percent slopes	264.98	85.41	0	45	3e
5220	Dalhart loamy fine sand, 3 to 5 percent slopes	23.55	7.59	0	45	4e
5225	Dalhart and Vorhees soils, 1 to 3 percent slopes	21.72	7.0	0	45	3e
TOTALS		310.25(*)	100%	-	45.0	3.08

(*) 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	•							

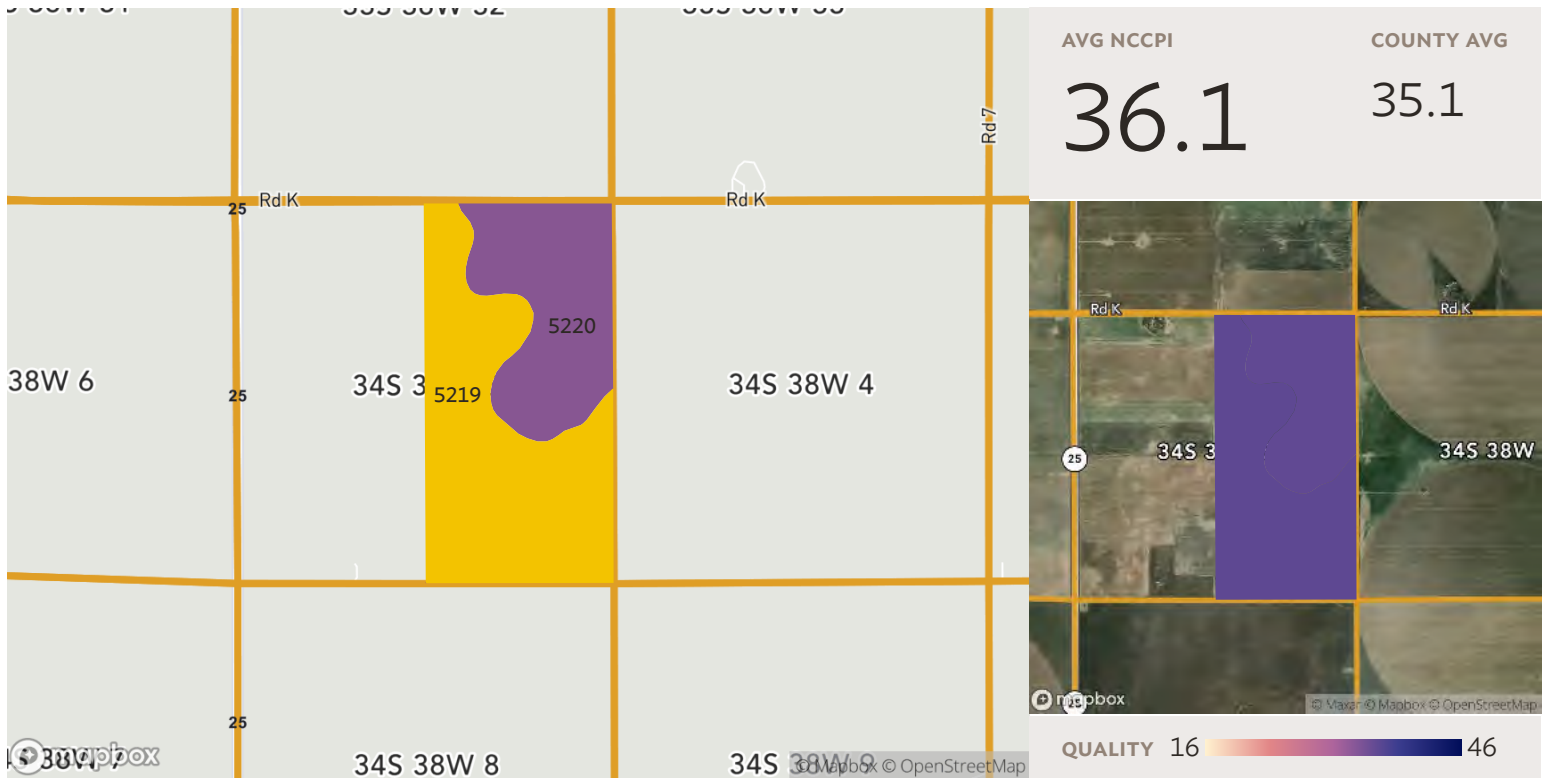
Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

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

2 fields, 324 acres in Stevens County, KS

TOWNSHIP/SECTION 34S 38W – 5



Source: NRCS Soil Survey

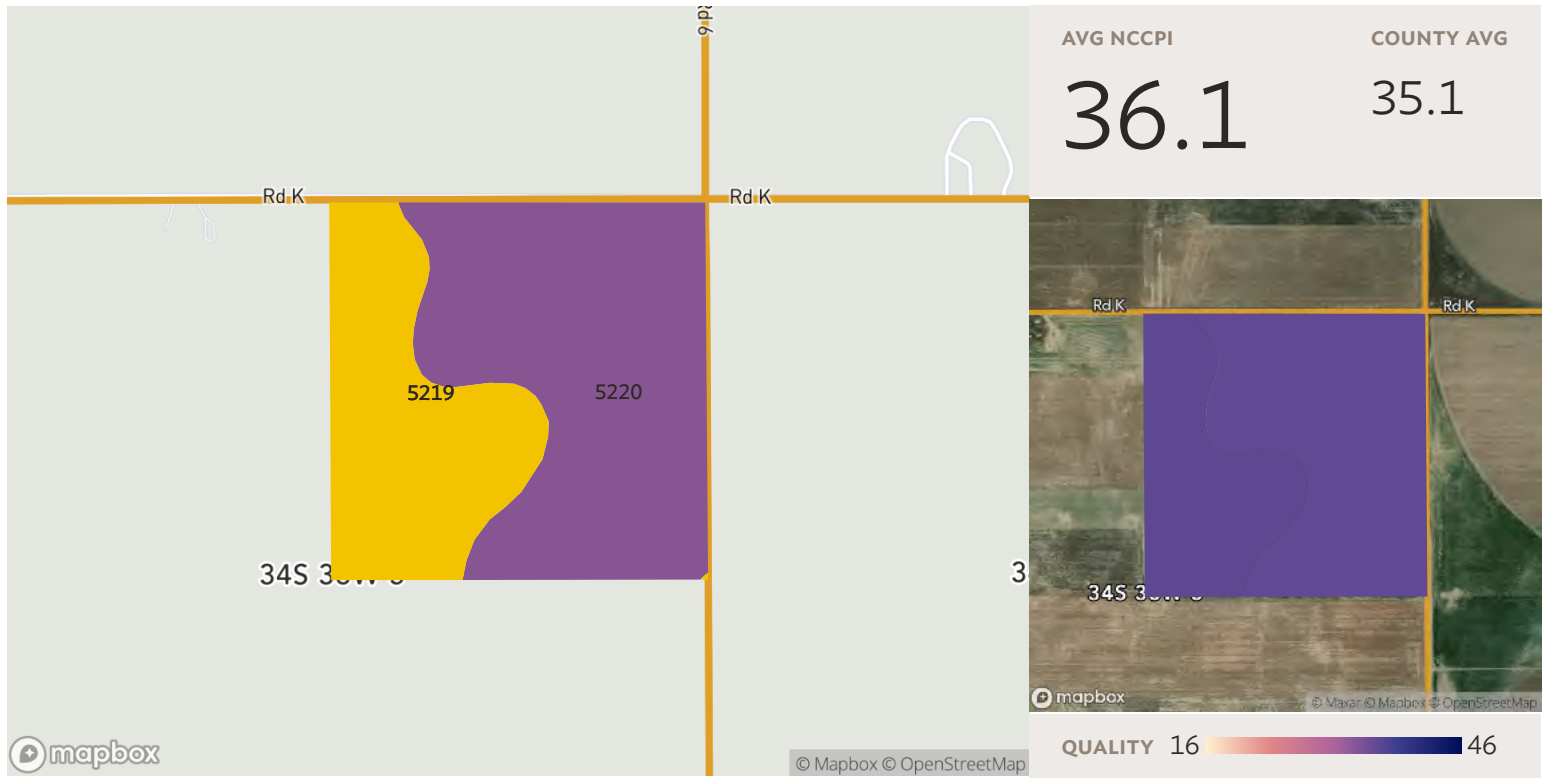
All fields

324 ac.

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
5219	Dalhart loamy fine sand, 0 to 3 percent slopes	203.59	62.9%	3	36.2
5220	Dalhart loamy fine sand, 3 to 5 percent slopes	120.11	37.1%	3	36.0
323.69					36.1

2 fields, 324 acres in Stevens County, KS

TOWNSHIP/SECTION 34S 38W – 5



Field 1

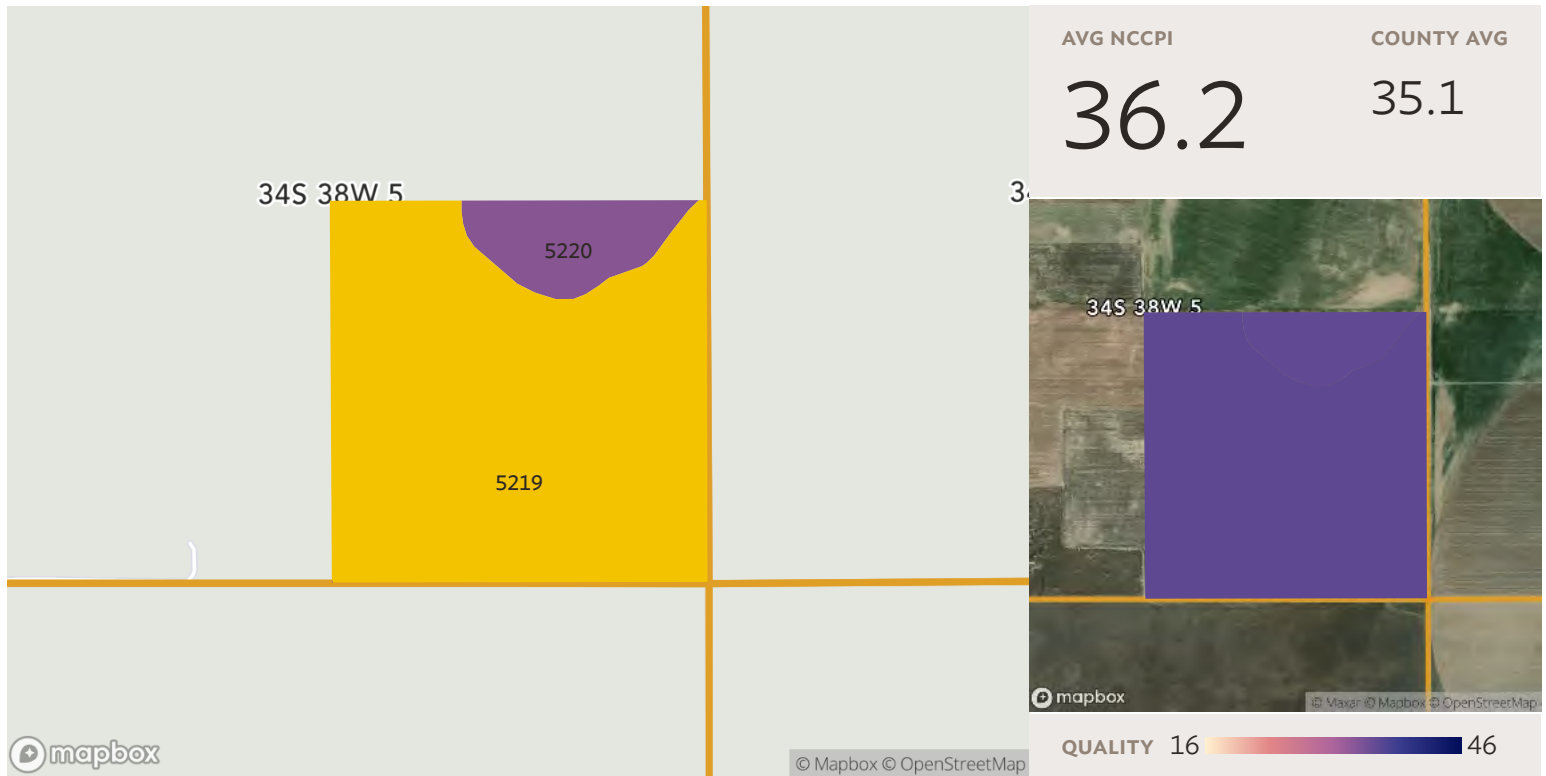
Source: NRCS Soil Survey

161 ac.

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
5220	Dalhart loamy fine sand, 3 to 5 percent slopes	102.04	63.4%	3	36.0
5219	Dalhart loamy fine sand, 0 to 3 percent slopes	58.90	36.6%	3	36.2
		160.94			36.1

2 fields, 324 acres in Stevens County, KS

TOWNSHIP/SECTION 34S 38W – 5



Source: NRCS Soil Survey

Field 2

163 ac.

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
5219	Dalhart loamy fine sand, 0 to 3 percent slopes	144.69	88.9%	3	36.2
5220	Dalhart loamy fine sand, 3 to 5 percent slopes	18.07	11.1%	3	36.0
162.76					36.2

2 fields, 324 acres in Stevens County, KS

TOWNSHIP/SECTION 34S 38W – 5



All fields

324 ac.



2020



2019



2018



2017



2016

■ Winter Wheat

47.2%

49.3%

1.9%

44.2%

49.0%

■ Corn

46.0%

0.9%

3.1%

46.8%

0.5%

■ Fallow

4.3%

48.8%

46.7%

0.4%

44.6%

■ Sorghum

1.2%

0.3%

44.0%

0.4%

0.7%

■ Other

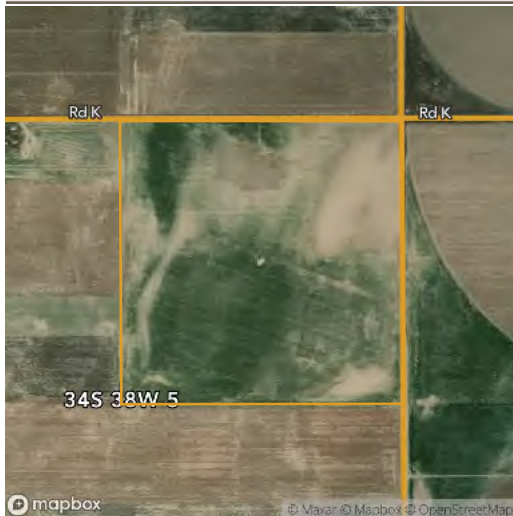
1.4%

0.7%

4.2%

8.2%

5.2%



Field 1

161 ac.



2020



2019



2018



2017



2016

■ Winter Wheat

94.3%

0.2%

1.3%

88.4%

1.7%

■ Fallow

1.0%

96.6%

0.1%

0.8%

88.6%

■ Sorghum

0.4%

0.5%

87.7%

–

1.5%

■ Corn

4.2%

1.4%

5.4%

2.1%

0.9%

■ Non-Cropland

–

0.9%

5.4%

6.4%

6.8%

■ Other

0.1%

0.3%

0.1%

2.3%

0.6%

2 fields, 324 acres in Stevens County, KS

TOWNSHIP/SECTION 34S 38W – 5



Field 2

163 ac.



2020



2019



2018



2017



2016

	2020	2019	2018	2017	2016
■ Corn	87.3%	0.4%	0.9%	91.0%	–
■ Winter Wheat	0.5%	97.8%	2.6%	0.6%	95.9%
■ Fallow	7.5%	1.5%	92.7%	–	1.1%
■ Other	4.6%	0.2%	3.8%	8.5%	3.0%

Source: NASS Cropland Data Layer

KANSAS
STEVENS



United States Department of Agriculture
Farm Service Agency

FARM : 4079

Prepared : 5/3/22 8:31 AM

Form: FSA-156EZ

Crop Year : 2022

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name : MIKE WILLIS FARMS INC
Farms Associated with Operator : 20-189-279, 20-189-2526, 20-189-2776, 20-189-2880, 20-129-2953, 20-189-3068, 20-189-3759, 20-189-4079, 20-189-4992, 20-189-4993
CRP Contract Number(s) : None
Recon ID : 20-189-2016-157
Transferred From : None
ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
784.20	764.35	764.35	0.00	0.00	0.00	0.00	0.00	Active	2
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag.Rel. Activity	Broken From Native Sod
0.00	0.00	764.35	0.00		0.00		0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	WHEAT, SORGH	None

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	317.38	0.00	40	0
Grain Sorghum	439.92	0.00	39	0
TOTAL	757.30	0.00		

NOTES

Tract Number : 387

Description : NW7-33-36 SW6-33-36
FSA Physical Location : KANSAS/STEVENS
ANSI Physical Location : KANSAS/STEVENS
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : CAREY PARTNERSHIP LP
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
307.24	307.24	307.24	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	307.24	0.00	0.00	0.00	0.00	0.00



Abbreviated 156 Farm Record

DCP Crop Data

Tract 387 Continued ...

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	139.29	0.00	40
Grain Sorghum	160.91	0.00	54
TOTAL	300.20	0.00	

NOTES

Tract Number : 1481

Description : S 1/2 & NE 5-34-38
FSA Physical Location : KANSAS/STEVENS
ANSI Physical Location : KANSAS/STEVENS
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : CAREY PARTNERSHIP LP
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
476.96	457.11	457.11	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	457.11	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	178.09	0.00	40
Grain Sorghum	279.01	0.00	31
TOTAL	457.10	0.00	

NOTES

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.

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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
387	1A	WHEAT	HRW	GR		N	C	N	I	A	102.40		Yes		N	09/16/2021	01	
Producer CAREY PARTNERSHIP LP					Share	33.33	FSA Physical Location Stevens, Kansas								NAP Unit 348	Signature Date 12/15/2021		
MIKE WILLIS FARMS INC						66.67	Stevens, Kansas											
	2C	GRASS	NAG	LS		N	C	N	I	A	3.24		Yes		N		01	CC
Producer CAREY PARTNERSHIP LP					Share	33.33	FSA Physical Location Stevens, Kansas								NAP Unit 348	Signature Date 07/08/2021		
MIKE WILLIS FARMS INC						66.67	Stevens, Kansas											

Tract 387 Summary

PP	Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP	Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP	Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	
01	WHEAT	HRW	GR	N	A	102.40	01	GRASS	NAG	LS	N	A	3.24								
Photo Number/Legal Description: NW7-33-36 SW6-33-36																					
Cropland: 307.24						Reported on Cropland: 105.64						Difference: -201.60						Reported on Non-Cropland: 0.00			
1481	1A	WHEAT	HRW	GR		N	C	N	I	A	158.76		Yes			N	09/11/2021		01		
Producer CAREY PARTNERSHIP LP						Share	20.00	FSA Physical Location Stevens, Kansas									NAP Unit 348	Signature Date 12/15/2021			
MIKE WILLIS FARMS INC							80.00	Stevens, Kansas													
	2	GRASS	NAG	LS		N	C	N	I	A	18.51		No			O			01	CC	
Producer CAREY PARTNERSHIP LP						Share	20.00	FSA Physical Location Stevens, Kansas									NAP Unit 348	Signature Date 11/09/2016			
MIKE WILLIS FARMS INC							80.00	Stevens, Kansas													

Tract 1481 Summary

PP Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty
01	WHEAT	HRW	GR	N	A	158.76	01	GRASS	NAG	LS	N	A	18.51				
Photo Number/Legal Description: S 1/2 & NE 5-34-38																	
Cropland: 457.11					Reported on Cropland: 158.76					Difference: -298.35					Reported on Non-Cropland: 18.51		

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

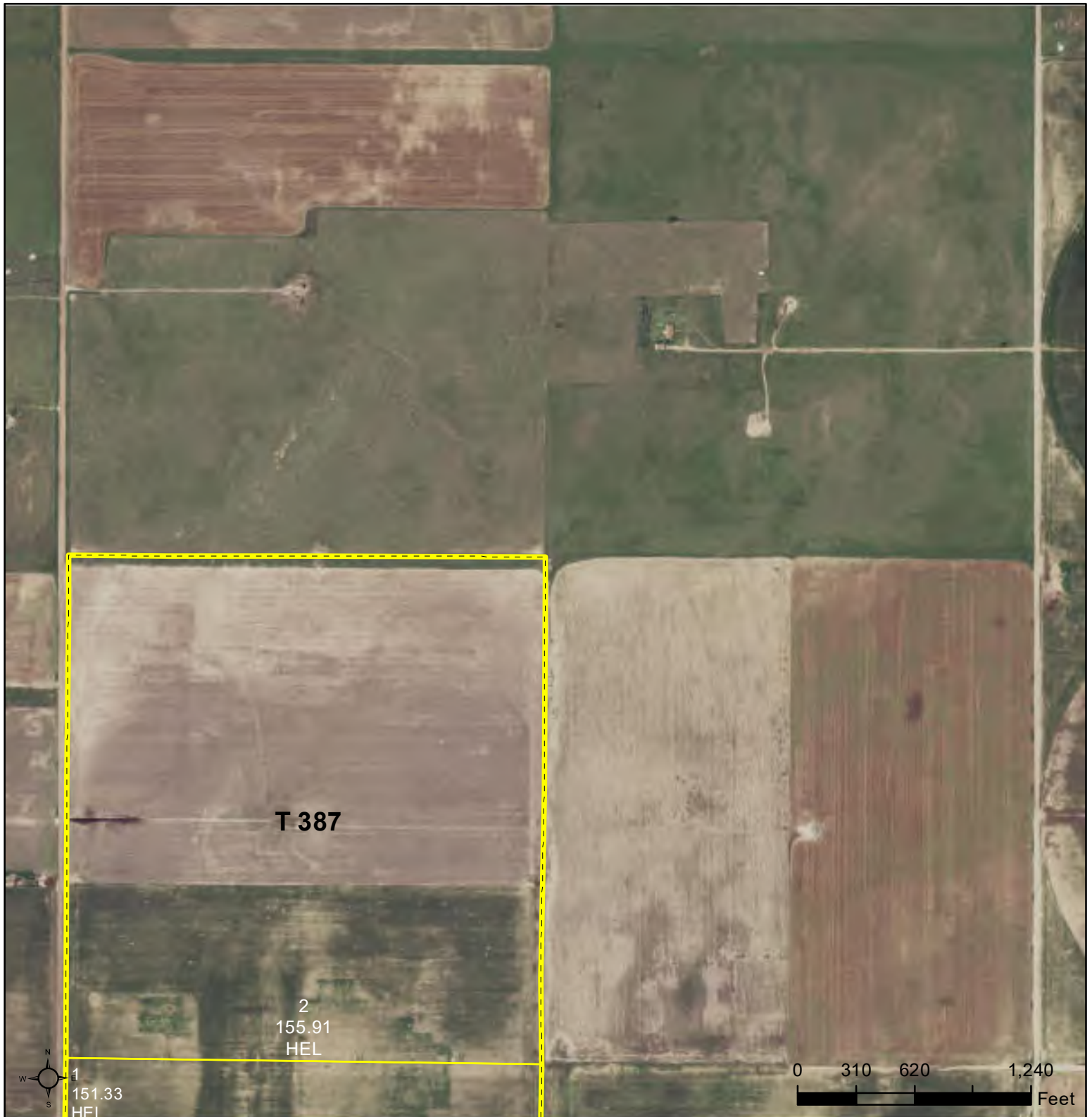
NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a – as amended). The authority for requesting the information identified on this form is 7 CFR Part 718, the Farm Security and Rural Investment Act of 2002 (Pub L. 107-171), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to collect producer certification of the report of acreage of crops/commodities and land use data which is needed in order to determine producer eligibility to participate in and receive benefits under FSA programs. The information collected on the form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated) and USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial of the producer's request to participate in and receive benefits under FSA programs. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0175. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

				Crop/ Commodity	Variety/ Type	Share		Crop/ Commodity	Variety/ Type	Share								
MIKE WILLIS FARMS INC				WHEAT	HRW	74.77		GRASS	NAG	78.01								
CAREY PARTNERSHIP LP				WHEAT	HRW	25.23		GRASS	NAG	21.99								
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	WHEAT	HRW	GR	N	A	261.16				01	GRASS	NAG	LS	N	A	21.75		

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)	Title/Relationship of Individual Signing in the Representative Capacity	Date
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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.



Common Land Unit

PLSS

Unless noted on field:

- Cropland
- Tract Boundary

Wetland Determination Identifiers

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

- | | |
|---------------------------|--------------------------|
| 1/ All Wheat HRW, NI, GR | 6/ Sorghum, GRS, NI, GR |
| 2/ All Wheat HRW, IRR, GR | 7/ Sorghum, GRS, IRR, GR |
| 3/ All Corn YEL, IRR, GR | 8/ Sorghum, CAN, IR, FG |
| 4/ All Corn YEL, NI, GR | 9/ Grass, NAG, NI, GZ |
| 5/ Soybeans, COM, IRR, GR | 10/ Alfalfa, IR, FG |

Tract Cropland Total: 307.24 acres

2022 Program Year

Map Created November 01, 2021

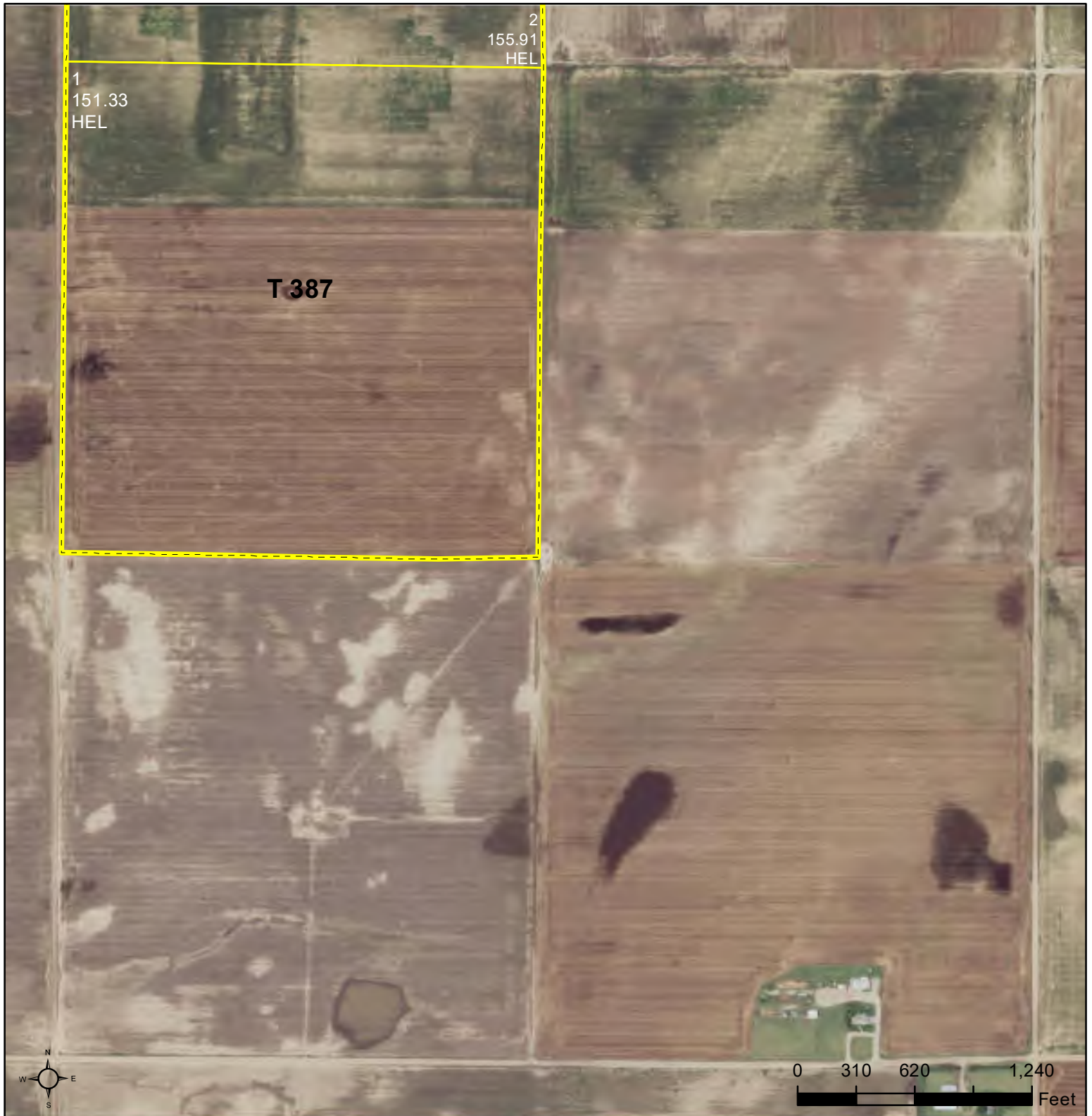
Farm **4079**

Tract **387**

6-33-36

Displayed over 2019 NAIP

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).



Common Land Unit

PLSS

Unless noted on field:

- Cropland
- Tract Boundary

Wetland Determination Identifiers

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

- | | |
|---------------------------|--------------------------|
| 1/ All Wheat HRW, NI, GR | 6/ Sorghum, GRS, NI, GR |
| 2/ All Wheat HRW, IRR, GR | 7/ Sorghum, GRS, IRR, GR |
| 3/ All Corn YEL, IRR, GR | 8/ Sorghum, CAN, IR, FG |
| 4/ All Corn YEL, NI, GR | 9/ Grass, NAG, NI, GZ |
| 5/ Soybeans, COM, IRR, GR | 10/ Alfalfa, IR, FG |

Tract Cropland Total: 307.24 acres

2022 Program Year

Map Created November 01, 2021

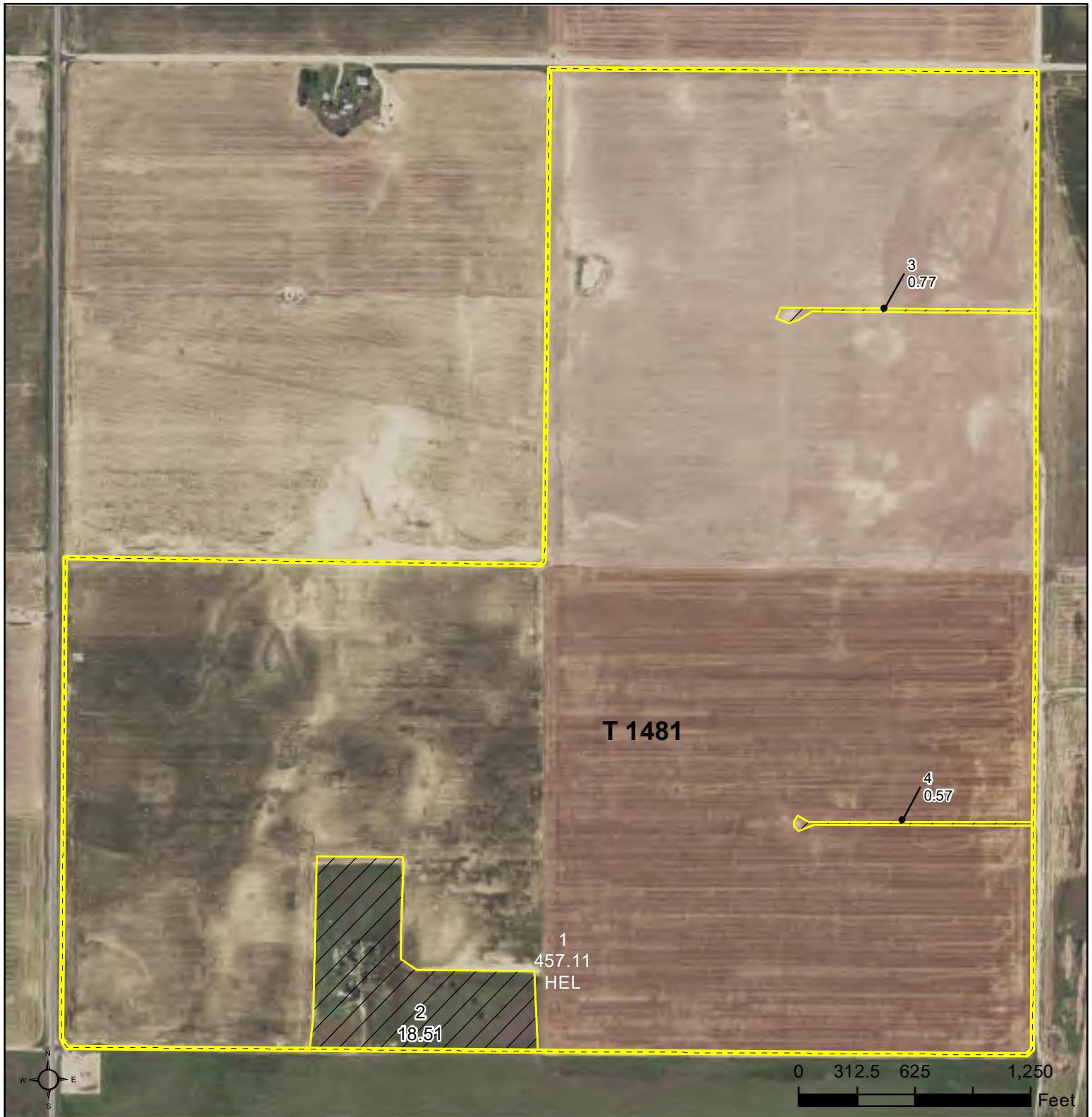
Farm **4079**

Tract **387**

7-33-36

Displayed over 2019 NAIP

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Common Land Unit Tract Boundary

- Non-Cropland
- Cropland

Wetland Determination Identifiers

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

Unless noted on field:

- | | |
|---------------------------|--------------------------|
| 1/ All Wheat HRW, NI, GR | 6/ Sorghum, GRS, NI, GR |
| 2/ All Wheat HRW, IRR, GR | 7/ Sorghum, GRS, IRR, GR |
| 3/ All Corn YEL, IRR, GR | 8/ Sorghum, CAN, IR, FG |
| 4/ All Corn YEL, NI, GR | 9/ Grass, NAG, NI, GZ |
| 5/ Soybeans, COM, IRR, GR | 10/ Alfalfa, IR, FG |

Tract Cropland Total: 457.11 acres

2022 Program Year

Map Created November 01, 2021

Farm 4079
Tract 1481

5-34-38

Displayed over 2019 NAIP

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

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)*

