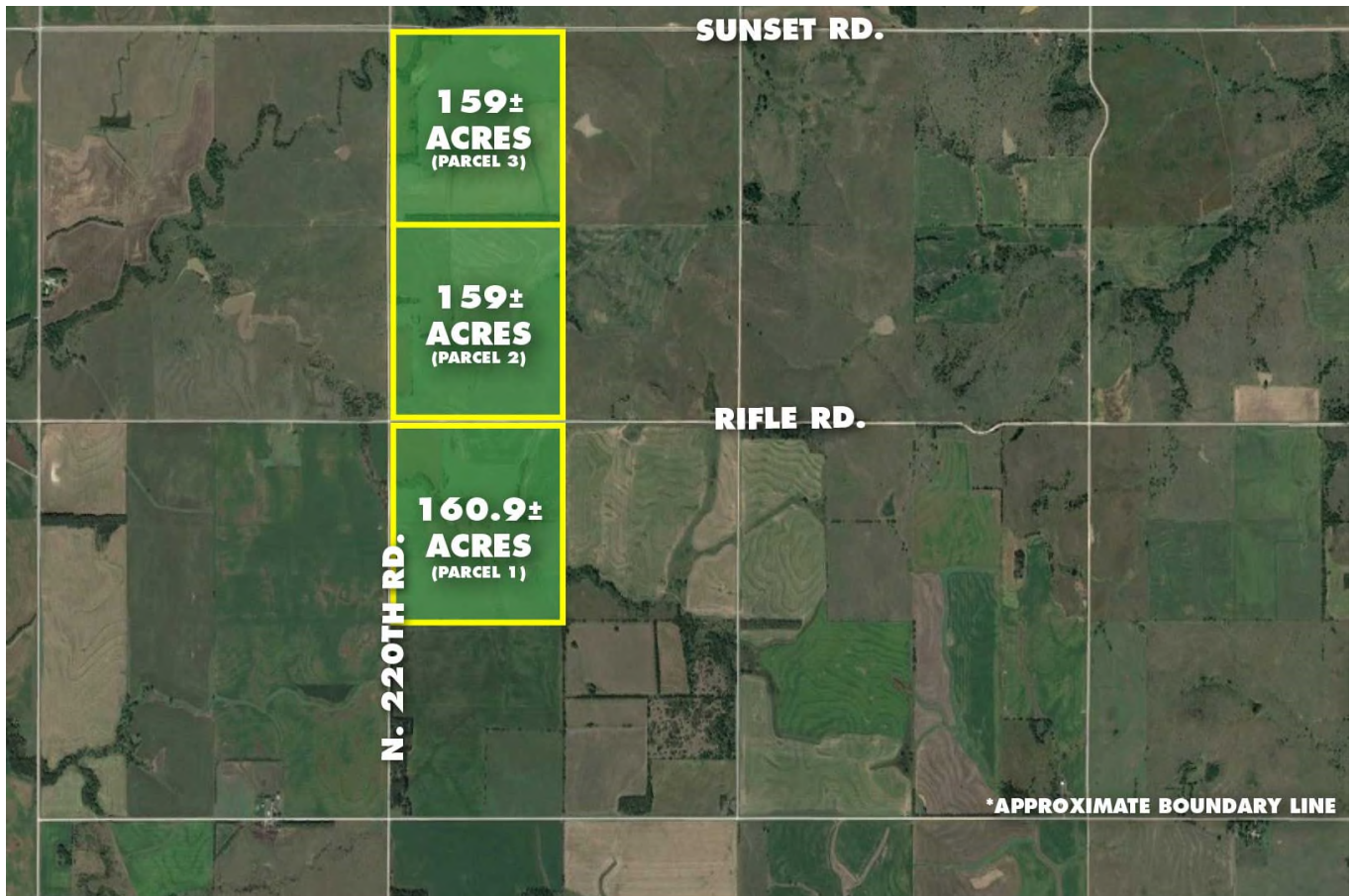


PROPERTY INFORMATION PACKET | THE DETAILS



478.9 +/- Acres | Minneapolis, KS 67467

AUCTION: BIDDING OPENS: Thurs, August 4th @ 2:00 PM

BIDDING CLOSING: Thurs, August 18th @ 2:10 PM

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



McCurdy
REAL ESTATE & AUCTION



Table of Contents

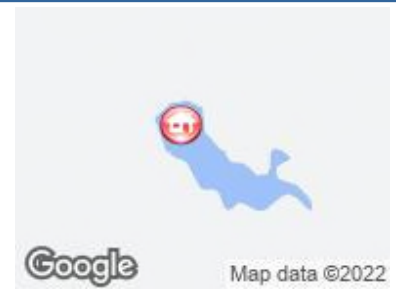
PROPERTY DETAIL PAGE
SELLER'S PROPERTY DISCLOSURE ACKNOWLEDGEMENT
WATER WELL ORDINANCE
SECURITY 1 ST TITLE WIRE FRAUD ALERT
ZONING MAP
FLOOD ZONE MAP
AERIAL
ACRE VALUE MAP
WATER FEATURE MAP
SOIL REPORT
TERMS AND CONDITIONS
GUIDE TO AUCTION COSTS

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 # 614307
Class Land
Property Type Undeveloped Acreage
County Ottawa
Area OUT - Out of Area
Address 160.9 +/- Acres Rifle Rd.
Address 2 Parcel 1
City Minneapolis
State KS
Zip 67467
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	7/7/2022
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	Ty Patton	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	1-800-301-2055	VOW: Allow AVM	Yes
Zoning Usage	Agriculture	VOW: Allow 3rd Party Comm	Yes
Parcel ID	07209-1-02-0-00-00-002.00-0	Sub-Agent Comm	0
Number of Acres	160.90	Buyer-Broker Comm	3
Price Per Acre	0.00	Transact Broker Comm	3
Lot Size/SqFt	7008804	Variable Comm	Non-Variable
School District	North Ottawa County School District (USD 239)	Virtual Tour Y/N	
Elementary School	Minneapolis		
Middle School	Minneapolis		
High School	Minneapolis		
Subdivision	NONE		
Legal			

DIRECTIONS

Directions (Minneapolis) North on Hwy 81 to Rifle Rd, East to N. 220th Rd

FEATURES

SHAPE / LOCATION Rectangular	UTILITIES AVAILABLE Private Water	SALE OPTIONS None	AGENT TYPE Sellers Agent
TOPOGRAPHIC Pond/Lake Rolling Stream/River Treeline	IMPROVEMENTS Fencing	EXISTING FINANCING Other/See Remarks	OWNERSHIP Corporate
PRESENT USAGE Pasture Recreational Tillable	OUTBUILDINGS None	PROPOSED FINANCING Other/See Remarks	TYPE OF LISTING Excl Right w/o Reserve
ROAD FRONTAGE Dirt	MISCELLANEOUS FEATURES Mineral Rights Included	POSSESSION At Closing	BUILDER OPTIONS Open Builder
	DOCUMENTS ON FILE Photographs	SHOWING INSTRUCTIONS Call Showing #	
	FLOOD INSURANCE Unknown	LOCKBOX None	

FINANCIAL

Assumable Y/N No
General Taxes \$1,383.72
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. BIDDING OPENS: Thursday, August 4th, 2022 at 2 PM (cst) | BIDDING CLOSING: Thursday, August 18th, 2022 at 2:10 PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES. Parcel 1: ONLINE ONLY!!! OTTAWA COUNTY LAND AUCTION!!! 160.9+/- acres with a nice combination of native pasture, tillable land, wooded draws, and lake which boasts an abundance of wildlife and offers recreational opportunities along with income-producing agricultural production. If you have been looking for a hybrid piece of land to invest in and enjoy this is your chance. 160.9+/- acres (S02, T10, R02W, NW1/4) 7-acre lake Creek Wooded Draws Native Pasture and Tillable Well-built fence Majority of Land Class 2 and 3 Soils 8 miles east of Highway 81 12 miles northeast of Minneapolis There is an existing pasture and cropland cash lease that is in effect. Possession of the land to the buyer will be given at the end of the year. For more information, please see the farm lease download below. 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. Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | BIDDING OPENS: Thursday, August 4th, 2022 at 2 PM (cst) | BIDDING CLOSING: Thursday, August 18th, 2022 at 2:10 PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. Crops planted at the time of sale will remain with the seller. *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 \$20,000.

AUCTION

Auction Date	8/4/2022	Auction Location	www.mccurdy.com
Auction Offering	Real Estate Only	Auction Start Time	2:00 PM
1 - Open for Preview		1 - Open End Time	
Broker Reg Deadline	08/17/2022 by 5:00 PM	Broker Registration Req	Yes
Buyer Premium Y/N	Yes		

TERMS OF SALE

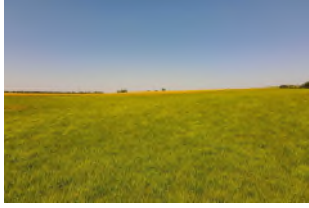
Terms of Sale See Associated Documents.

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES





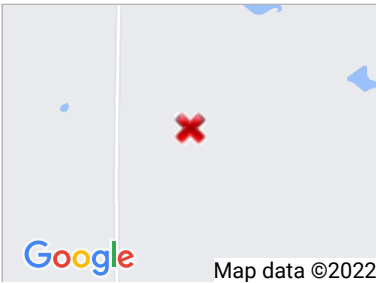
DISCLAIMER

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.

MLS PIP



MLS # 614303
Class Land
Property Type Undeveloped Acreage
County Ottawa
Area OUT - Out of Area
Address 159+/- Acres N 220th Rd.
Address 2
City Minneapolis
State KS
Zip 67467
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	Realtor.com Y/N	Yes
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC	Display on Public Websites	Yes
Co-List Agent - Agent Name and Phone	Ty Patton	Display Address	Yes
Co-List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC	VOW: Allow 3rd Party Comm	Yes
Showing Phone	800-301-2055	Variable Comm	Non-Variable
Zoning Usage	Agriculture	Virtual Tour Y/N	
Parcel ID	02735-0-00-00-003.00-0		
Number of Acres	159.00		
Price Per Acre	0.00		
Lot Size/SqFt	6926040		
School District	North Ottawa County School District (USD 239)		
Elementary School	Minneapolis		
Middle School	Minneapolis		
High School	Minneapolis		
Subdivision	NONE		
Legal	(1998) W 1/2 EXC RD ROW		

DIRECTIONS

Directions (Minneapolis) North on Hwy 81 to Rifle Rd, East to N. 220th Rd

FEATURES

SHAPE / LOCATION Rectangular	UTILITIES AVAILABLE Private Water	SALE OPTIONS Other/See Remarks	LOCKBOX None
TOPOGRAPHIC Rolling Stream/River Treeline	IMPROVEMENTS Fencing	EXISTING FINANCING Other/See Remarks	AGENT TYPE Sellers Agent
PRESENT USAGE Pasture Tillable	OUTBUILDINGS Livestock Barn	PROPOSED FINANCING Other/See Remarks	OWNERSHIP Corporate
ROAD FRONTAGE Dirt	MISCELLANEOUS FEATURES Mineral Rights Included	POSSESSION At Closing	TYPE OF LISTING Excl Right w/o Reserve
	DOCUMENTS ON FILE Documents Online	SHOWING INSTRUCTIONS Call Showing #	BUILDER OPTIONS Open Builder
	FLOOD INSURANCE Unknown		

FINANCIAL

Assumable Y/N	No
General Taxes	\$0.00
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. BIDDING OPENS: Thursday, August 4th, 2022 at 2 PM (cst) | BIDDING CLOSING: Thursday , August 18th, 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!!! OTTAWA COUNTY LAND AUCTION!!! OFFERED SEPARATE AND TOGETHER WITH PARCEL 2!!! 159+/- acres of native pasture and cropland with rolling elevation changes and a pond. A great hybrid agricultural piece of land to add to your operation. 159+/- acres (S35, T09, R02W, NW 1 /4) Pond Shelterbelt Well-built fence Approximately 70 acres of tillable and 72 acres of pasture Majority of Land Class 2 and 3 Soils 8 miles east of Highway 81 12 miles northeast of Minneapolis There is an existing pasture and cropland cash lease that is in effect. Possession of the land to the buyer will be given at the end of the year. For more information, please see the farm lease download below. 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 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. Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | BIDDING OPENS: Thursday, August 4th, 2022 at 2 PM (cst) | BIDDING CLOSING: Thursday, August 18th, 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. Crops planted at the time of sale will remain with the seller. Lots are split however no survey will be completed. It is the Buyers responsibility to obtain a survey to determine specific boundary lines and exact acreage amounts if desired. If Parcel 2 and Parcel 3 are purchased separately, buyers must comply with all Ottawa County requirements regarding a lot split. Taxes on the individual parcels will be estimated at closing as final amounts will not be available until such time as the lot split is finalized. This auction is being conducted with a reserve on each parcel. Parcels 2 and 3 are being offered "separate and together," meaning there is an opportunity to bid on Parcels 2 and 3 individually or in their entirety. Parcels 2 and 3 will first be offered individually. Upon the close of each Parcel 2 and Parcel 3 auction, bidding on Parcels 2 and 3 in their entirety will begin and the starting bid will be the combined total of the high bid of Parcel 2 and Parcel 3 individually. The high bids for Parcels 2 and 3 individually will be held pending the results of the auction of Parcels 2 and 3 together. If the high bid on Parcel 2 and 3 in their entirety exceeds the high bid on each Parcel 2 and Parcel 3, then the high bidder will be required to execute a Sales Contract to purchase both parcels. If the total high bid on Parcel 2 and Parcel 3 together does not exceed the combine *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

MARKETING REMARKS

Marketing Remarks

AUCTION

Type of Auction Sale	Reserve	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	8/4/2022	2 - Open for Preview
Auction Start Time	2pm	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	08/17/2022 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 %/\$	20,000.00	3 - Open End Time

TERMS OF SALE

Terms of Sale See Associated Documents

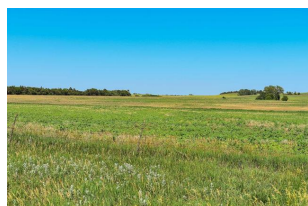
PERSONAL PROPERTY

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





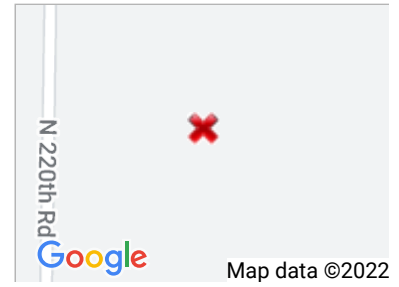
DISCLAIMER

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.

MLS PIP



MLS # 614305
Class Land
Property Type Undeveloped Acreage
County Ottawa
Area OUT - Out of Area
Address 159 +/- Acres N 220th Rd.
Address 2 Parcel 3
City Minneapolis
State KS
Zip 67467
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	Realtor.com Y/N	Yes
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC	Display on Public Websites	Yes
Co-List Agent - Agent Name and Phone	Ty Patton	Display Address	Yes
Co-List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC	VOW: Allow 3rd Party Comm	Yes
Showing Phone	800-301-2055	Variable Comm	Non-Variable
Zoning Usage	Agriculture	Virtual Tour Y/N	
Parcel ID	02735-0-00-00-003.00-0		
Number of Acres	159.00		
Price Per Acre	0.00		
Lot Size/SqFt	6926040		
School District	North Ottawa County School District (USD 239)		
Elementary School	Minneapolis		
Middle School	Minneapolis		
High School	Minneapolis		
Subdivision	NONE		
Legal	(1998) W 1/2 EXC RD ROW		

DIRECTIONS

Directions (Minneapolis) North on Hwy 81 to Rifle Rd, East to N. 220th Rd

FEATURES

SHAPE / LOCATION Rectangular	ROAD FRONTAGE Dirt	FLOOD INSURANCE Unknown	LOCKBOX None
TOPOGRAPHIC Pond/Lake	UTILITIES AVAILABLE County	SALE OPTIONS Other/See Remarks	AGENT TYPE Sellers Agent
Stream/River	IMPROVEMENTS Private Water	EXISTING FINANCING Other/See Remarks	OWNERSHIP Corporate
Treeline	OUTBUILDINGS Fencing	PROPOSED FINANCING Other/See Remarks	TYPE OF LISTING Excl Right w/o Reserve
Wooded	MISCELLANEOUS FEATURES None	POSSESSION At Closing	BUILDER OPTIONS Open Builder
PRESENT USAGE Pasture	DOCUMENTS ON FILE Mineral Rights Included	SHOWING INSTRUCTIONS Call Showing #	
Tillable	Aerial Photos		

FINANCIAL

Assumable Y/N	No
General Taxes	\$0.00
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. BIDDING OPENS: Thursday, August 4th, 2022 at 2 PM (cst) | BIDDING CLOSING: Thursday, August 18th, 2022 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!!! OTTAWA COUNTY LAND AUCTION!!! OFFERED SEPARATE AND TOGETHER WITH PARCEL 2!!! 159 +/- acres of native pasture and cropland with rolling elevation changes and a pond. A great hybrid agricultural piece of land to add to your operation. 159 +/- acres (S35, T09, R02W, NW 1/4) Pond Shelterbelt Well-built fence Approximately 70 acres of tillable and 72 acres of pasture Majority of Land Class 2 and 3 Soils 8 miles east of Highway 81 12 miles northeast of Minneapolis There is an existing pasture and cropland cash lease that is in effect. Possession of the land to the buyer will be given at the end of the year. For more information, please see the farm lease download below. 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 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. Crops planted at the time of sale will remain with the seller. Lots are split however no survey will be completed. It is the Buyers responsibility to obtain a survey to determine specific boundary lines and exact acreage amounts if desired. This auction is being conducted with a reserve on each parcel. Parcels 2 and 3 are being offered "separate and together," meaning there is an opportunity to bid on Parcels 2 and 3 individually or in their entirety. Parcels 2 and 3 will first be offered individually. Upon the close of each Parcel 2 and Parcel 3 auction, bidding on Parcels 2 and 3 in their entirety will begin and the starting bid will be the combined total of the high bid of Parcel 2 and Parcel 3 individually. The high bids for Parcels 2 and 3 individually will be held pending the results of the auction of Parcels 2 and 3 together. If the high bid on Parcel 2 and 3 in their entirety exceeds the high bid on each Parcel 2 and Parcel 3, then the high bidder will be required to execute a Sales Contract to purchase both parcels. If the total high bid on Parcel 2 and Parcel 3 together does not exceed the combined high bids on the parcels individually, the high bidder on each parcel will execute their respective sales contract for that individual parcel. If Parcel 2 and Parcel 3 are purchased separately, buyers must comply with all Ottawa County requirements regarding a lot split. Taxes on the individual parcels will be estimated at closing as final amounts will not be available until such time as the lot split is finalized. *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 \$20,000.

MARKETING REMARKS

Marketing Remarks

AUCTION

Type of Auction Sale	Reserve	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	8/4/2022	2 - Open for Preview
Auction Start Time	2 pm	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	08/17/2022 @ 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 %/\$	20,000.00	3 - Open End Time

TERMS OF SALE

Terms of Sale See Associated Documents

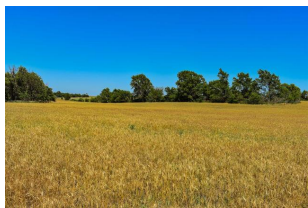
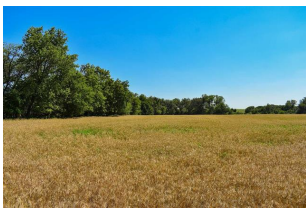
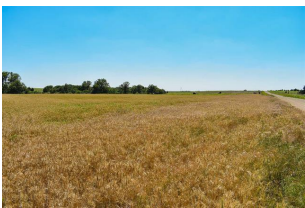
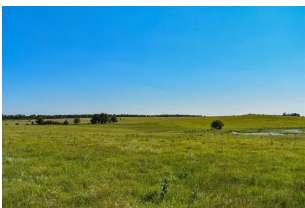
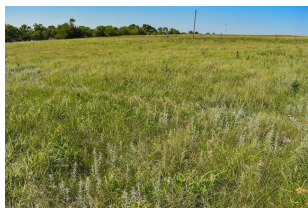
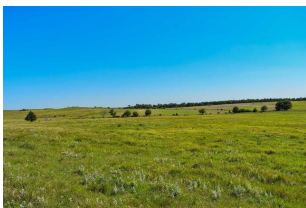
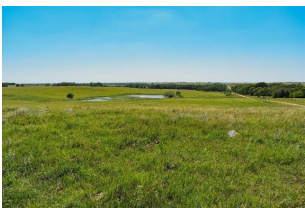
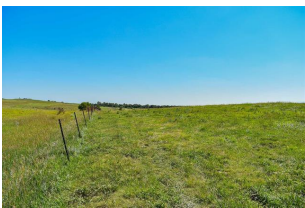
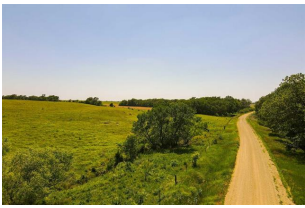
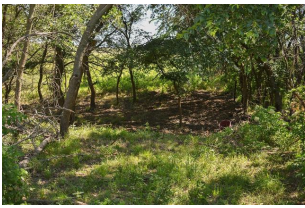
PERSONAL PROPERTY

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: 160.9 Acres At Rifle Rd. & N. 220th Rd. - Minneapolis, KS 67467 (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

Special Assessments or Fees:

Is the Real Estate located in an improvement district? ☐ Yes ☒ No ☐ Unknown

Is the Real Estate subject to any current or future special tax assessments or fees that you are aware of? ☐ Yes ☒ No ☐ Unknown

Special Assessment/Fee Amount (give a good faith estimate if exact amount is unknown): _____

Explanation of Assessment or Fee: _____

Appliances Transferring with the Real Estate:

Do any appliances present at the property transfer with the real estate?

- ☐ No appliances transfer
- ☐ All appliances present at the property transfer
- ☐ Some appliances transfer

*If you marked some appliances transfer, please give a detailed explanation of which appliances transfer: _____

(Remainder of this page intentionally left blank)

By signing below, Seller represents that above information is true and correct to the best of Seller's knowledge.

SELLER:

Authentisign <i>Douglas J. Geist</i> 07/06/2022	Authentisign <i>Vicki Patton</i> 07/07/2022	Authentisign <i>Elaine Kay Beck</i> 07/07/2022
Signature	Date	Signature
Douglas J. Geist Vicki Patton		Elaine Kay Beck
Print		Print
Managing Member, Member, Member		Red Sandstone, LLC
Title	Company	Title

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



SELLER'S PROPERTY DISCLOSURE ACKNOWLEDGEMENT

Property Address: 318.2 Acres At Rifle Rd. & N. 220th Rd. - Miltonvale, KS 67466 (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

Special Assessments or Fees:

Is the Real Estate located in an improvement district? ☐ Yes ☒ No ☐ Unknown

Is the Real Estate subject to any current or future special tax assessments or fees that you are aware of? ☐ Yes ☒ No ☐ Unknown

Special Assessment/Fee Amount (give a good faith estimate if exact amount is unknown): _____

Explanation of Assessment or Fee: _____

Appliances Transferring with the Real Estate:

Do any appliances present at the property transfer with the real estate?

- ☐ No appliances transfer
- ☐ All appliances present at the property transfer
- ☐ Some appliances transfer

*If you marked some appliances transfer, please give a detailed explanation of which appliances transfer: _____

(Remainder of this page intentionally left blank)

By signing below, Seller represents that above information is true and correct to the best of Seller's knowledge.

SELLER:

AuthentISIGN®

Douglas J. Geist 07/06/2022 *Vicki Patton*

Signature Date

Douglas J. Geist Vicki Patton

Print

Managing Member, Member, Member

Title Company

AuthenticSIGN®	
07/07/2022	<i>Elaine Kay Beck</i> 07/07/2022
Signature	Date
Elaine Kay Beck	
Print	
Red Sandstone, LLC	
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: 160.9 Acres At Rifle Rd. & N. 220th Rd. - Minneapolis, KS

67467

DOES THE PROPERTY HAVE A WELL? YES X NO _____

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

Location of Well: Inoperable W VP EB

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

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

Authentication

Douglas J. Geist

07/11/2022

Owner

Authentication

Vicki Patton

Date

07/12/2022

Owner

Authentication

Elaine Kay Beck

Date

07/11/2022



McCurdy
REAL ESTATE & AUCTION

WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 318.2 Acres At Rifle Rd. & N. 220th Rd. - Miltonvale, KS 67466

DOES THE PROPERTY HAVE A WELL? YES X NO _____

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

Location of Well: Inoperable DJG VP EB

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

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

Authentisign

Douglas J. Geist

Owner

Authentisign

Vicki Patton

Owner

Authentisign

Elaine Kay Beck

07/11/2022

Date

07/12/2022

Date

07/11/2022



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

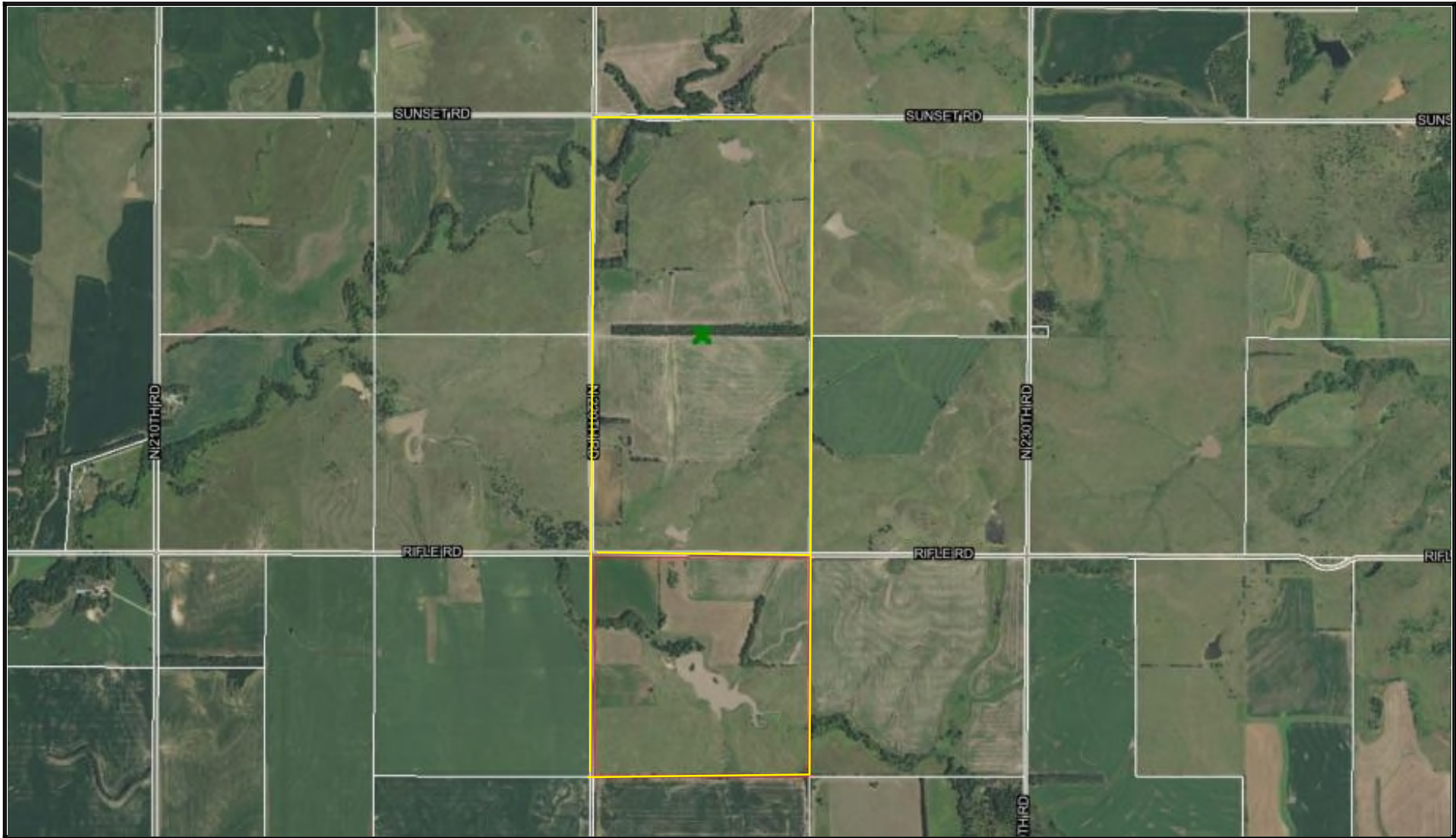
File Number

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>

479 +/- Acres at Rifle Rd. & 220th Rd - Zoning A-1 Agricultural

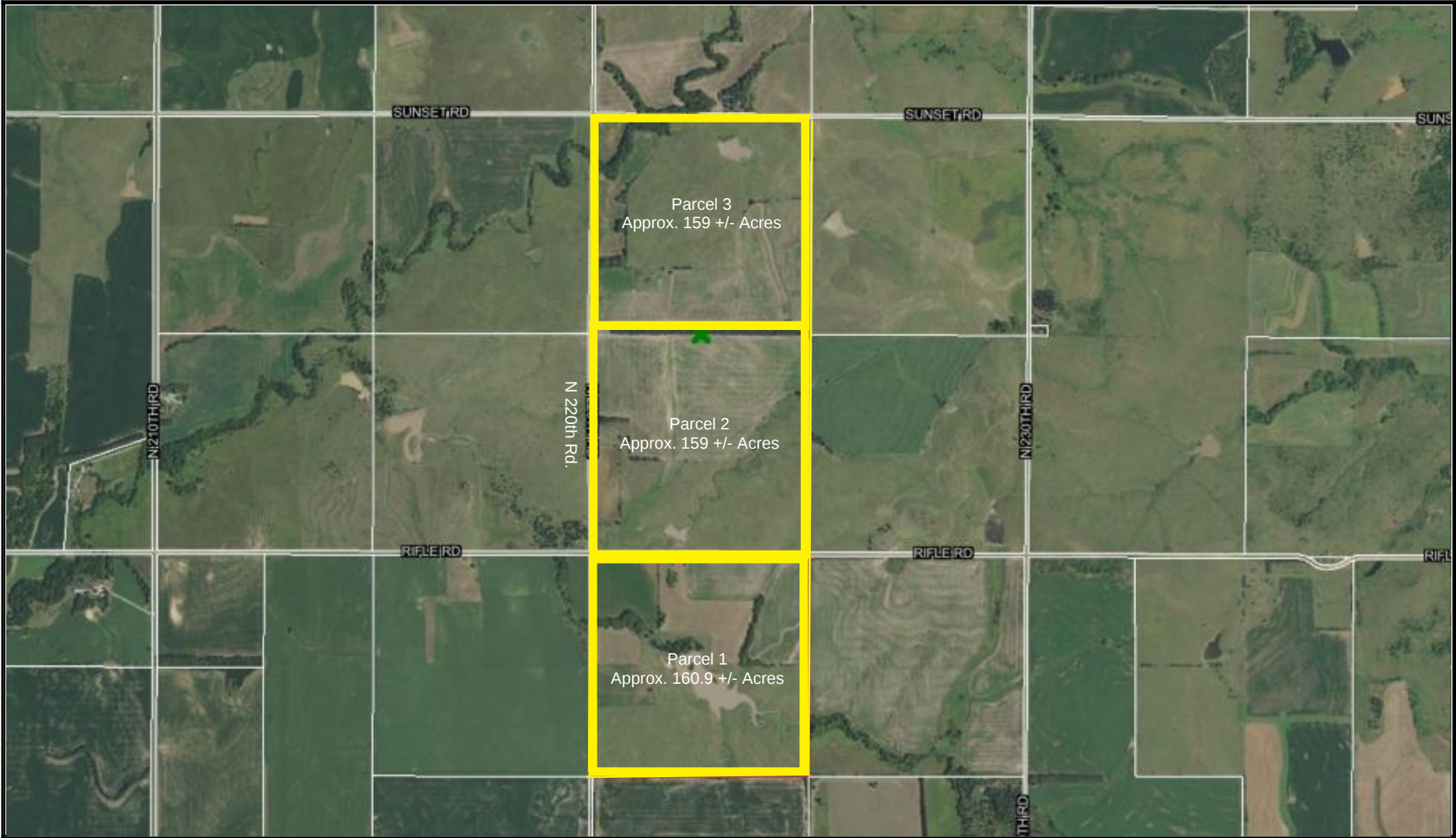


479 +/- Acres at Rifle Rd. & 220th Rd., Minneapolis, KS

Flood Zone Map: Zone X & Zone A

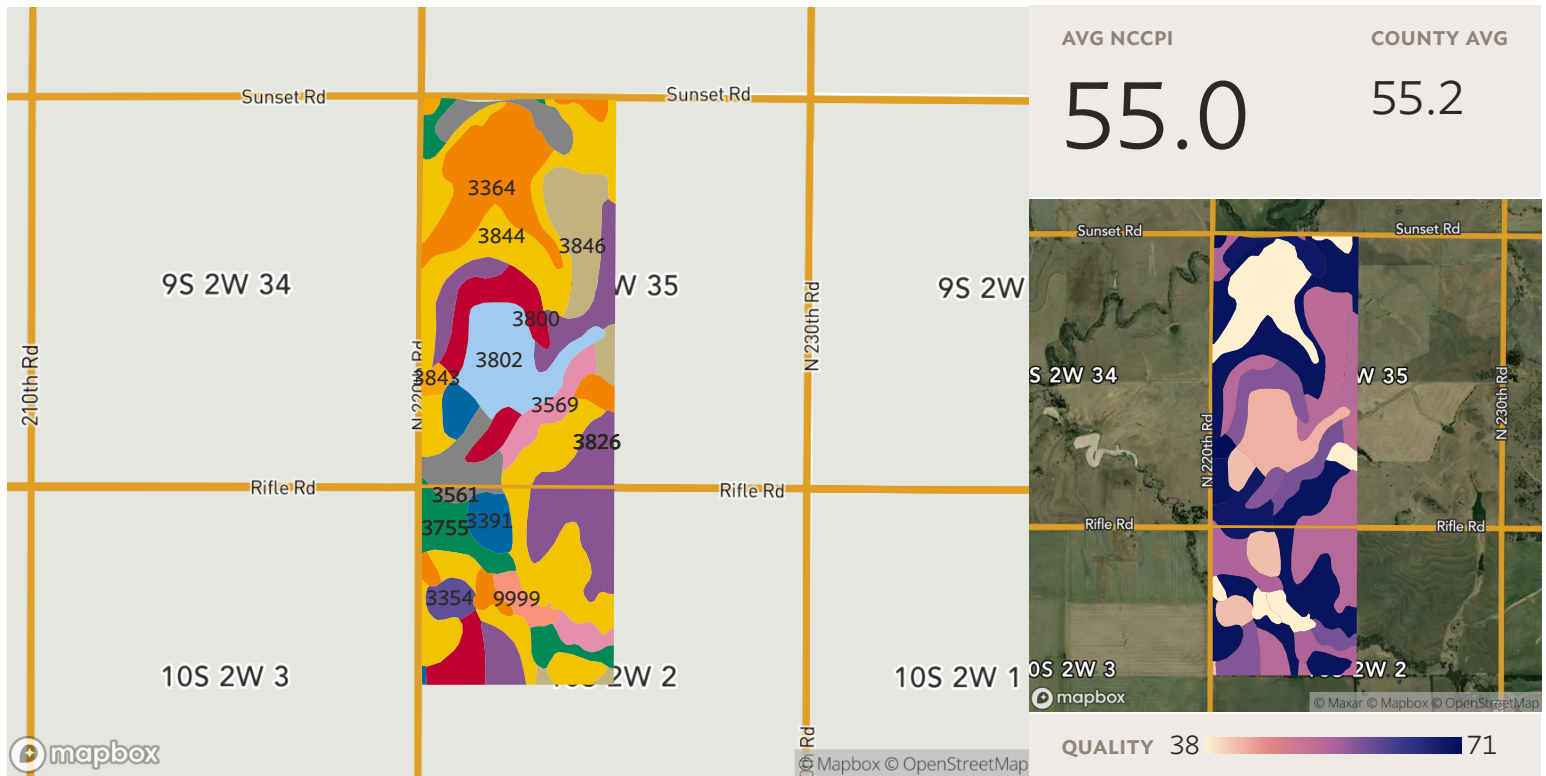


479 +/- Acres at Rifle Rd. & 220th Rd - Aerial



2 fields, 479 acres in Ottawa County, KS

TOWNSHIP/SECTION 9S 2W – 35, 10S 2W – 2



All fields

Source: NRCS Soil Survey

479 ac.

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
3844	Geary silt loam, 3 to 7 percent slopes	135.22	28.2%	3	69.7
3826	Crete silt loam, 3 to 7 percent slopes	73.35	15.3%	3	52.9
3364	Edalgo-Hedville complex, 5 to 30 percent slopes	61.09	12.7%	6	29.5
3802	Crete silty clay loam, 3 to 7 percent slopes, eroded, loess plains and breaks	36.88	7.7%	3	42.8
3800	Crete silt loam, 0 to 1 percent slopes, loess plains and breaks	35.12	7.3%	2	57.4
3846	Geary silty clay loam, 3 to 7 percent slopes, eroded	31.53	6.6%	3	52.4
3561	Hobbs silt loam, occasionally flooded	27.22	5.7%	2	69.0
3755	Hord silt loam, rarely flooded	25.87	5.4%	2	54.3
3569	Hobbs-Geary silt loams, 0 to 15 percent slopes	18.47	3.9%	5	58.4

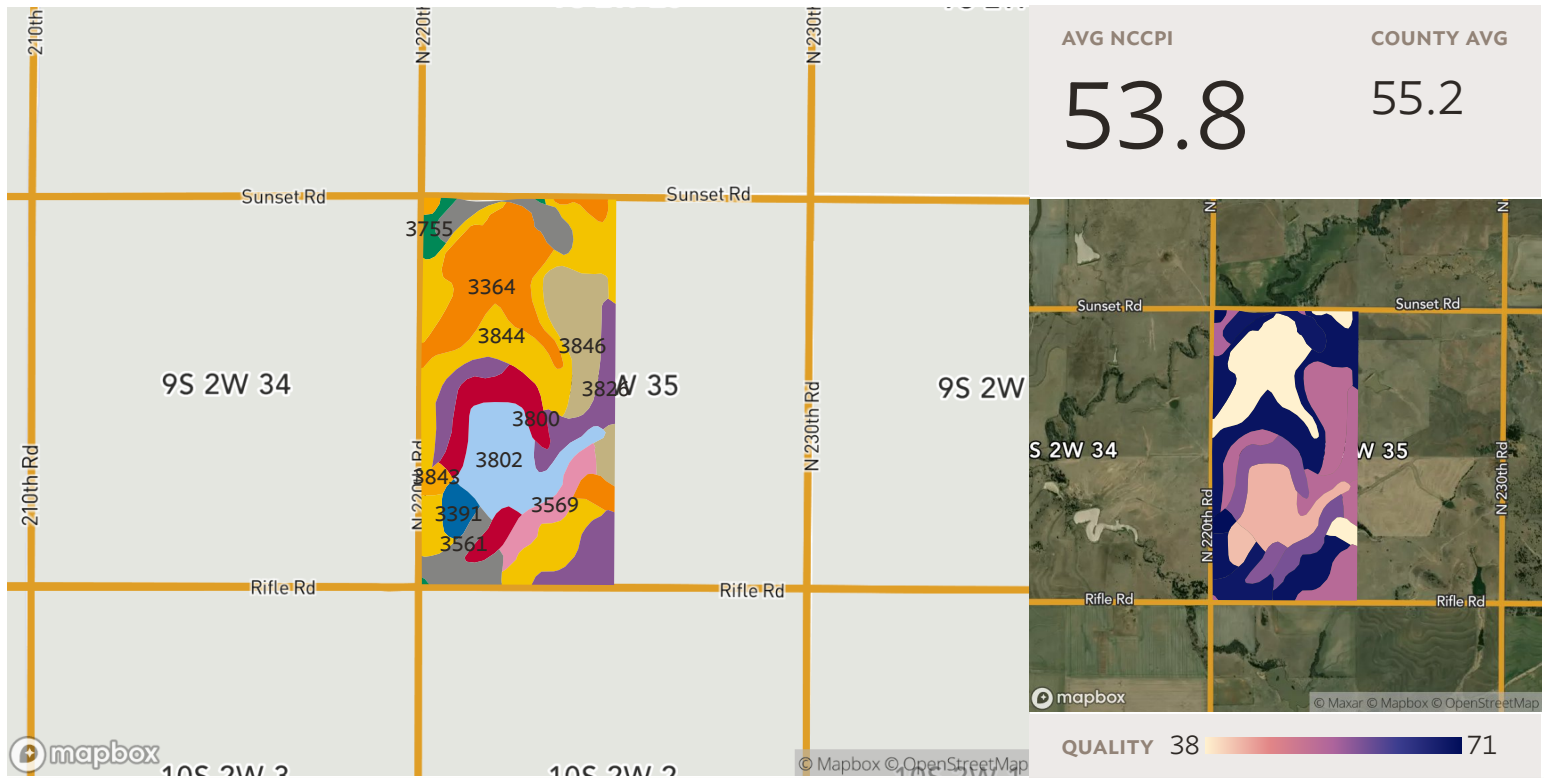
2 fields, 479 acres in Ottawa County, KS

TOWNSHIP/SECTION 9S 2W – 35, 10S 2W – 2

■	3391	Lancaster loam, 3 to 7 percent slopes	16.30	3.4%	4	41.9
■	9999	Water	7.09	1.5%		N/A
■	3354	Edalgo silt loam, 3 to 7 percent slopes	7.09	1.5%	4	42.0
■	3843	Geary silt loam, 1 to 3 percent slopes	4.07	0.8%	2	70.7
			472.23	98.5%		55.0

2 fields, 479 acres in Ottawa County, KS

TOWNSHIP/SECTION 9S 2W – 35, 10S 2W – 2



Field 1

318 ac.

Source: NRCs Soil Survey

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
3844	Geary silt loam, 3 to 7 percent slopes	81.54	25.6%	3	69.7
3364	Edalgo-Hedville complex, 5 to 30 percent slopes	55.11	17.3%	6	29.5
3826	Crete silt loam, 3 to 7 percent slopes	39.03	12.3%	3	52.9
3802	Crete silty clay loam, 3 to 7 percent slopes, eroded, loess plains and breaks	36.88	11.6%	3	42.8
3846	Geary silty clay loam, 3 to 7 percent slopes, eroded	29.59	9.3%	3	52.4
3561	Hobbs silt loam, occasionally flooded	24.56	7.7%	2	69.0
3800	Crete silt loam, 0 to 1 percent slopes, loess plains and breaks	24.34	7.6%	2	57.4
3569	Hobbs-Geary silt loams, 0 to 15 percent slopes	12.75	4.0%	5	58.4
3391	Lancaster loam, 3 to 7 percent slopes	6.25	2.0%	4	41.9

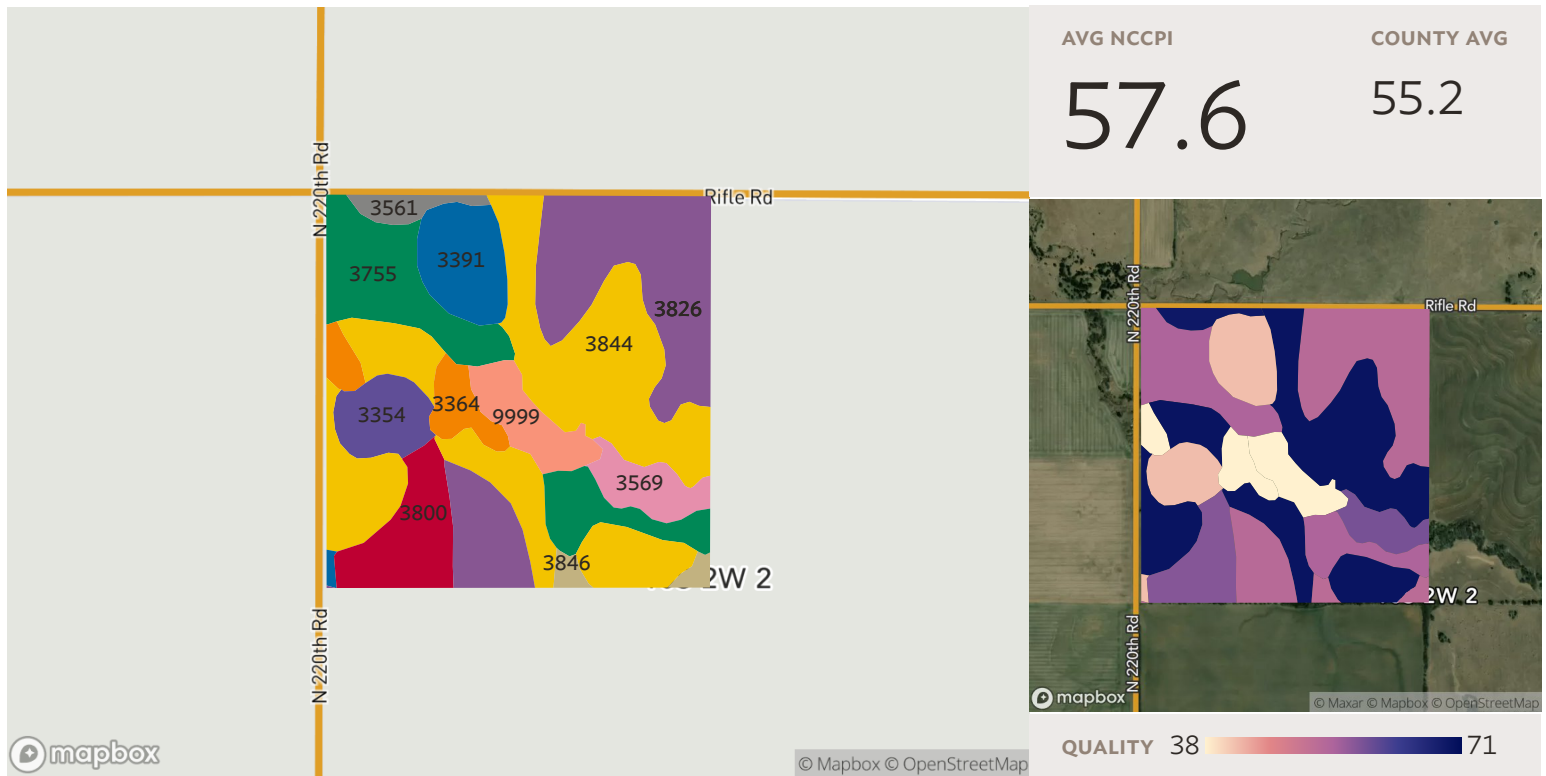
2 fields, 479 acres in Ottawa County, KS

TOWNSHIP/SECTION 9S 2W – 35, 10S 2W – 2

■	3755	Hord silt loam, rarely flooded	4.08	1.3%	2	54.3
■	3843	Geary silt loam, 1 to 3 percent slopes	4.07	1.3%	2	70.7
			318.19			53.8

2 fields, 479 acres in Ottawa County, KS

TOWNSHIP/SECTION 9S 2W – 35, 10S 2W – 2



Field 2

Source: NRCS Soil Survey

161 ac.

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
3844	Geary silt loam, 3 to 7 percent slopes	53.68	33.3%	3	69.7
3826	Crete silt loam, 3 to 7 percent slopes	34.33	21.3%	3	52.9
3755	Hord silt loam, rarely flooded	21.79	13.5%	2	54.3
3800	Crete silt loam, 0 to 1 percent slopes, loess plains and breaks	10.79	6.7%	2	57.4
3391	Lancaster loam, 3 to 7 percent slopes	10.05	6.2%	4	41.9
9999	Water	7.09	4.4%		N/A
3354	Edalgo silt loam, 3 to 7 percent slopes	7.09	4.4%	4	42.0
3364	Edalgo-Hedville complex, 5 to 30 percent slopes	5.98	3.7%	6	29.5
3569	Hobbs-Geary silt loams, 0 to 15 percent slopes	5.72	3.6%	5	58.4

2 fields, 479 acres in Ottawa County, KS

TOWNSHIP/SECTION 9S 2W – 35, 10S 2W – 2

■	3561	Hobbs silt loam, occasionally flooded	2.67	1.7%	2	69.0
■	3846	Geary silty clay loam, 3 to 7 percent slopes, eroded	1.94	1.2%	3	52.4
			154.04	95.6%		57.6

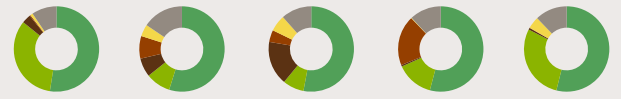
2 fields, 479 acres in Ottawa County, KS

TOWNSHIP/SECTION 9S 2W – 35, 10S 2W – 2



All fields

479 ac.



2021 2020 2019 2018 2017

Grass/Pasture	52.5%	54.9%	52.9%	54.1%	53.9%
Soybeans	33.3%	9.4%	8.0%	14.2%	28.7%
Sorghum	3.4%	7.1%	16.7%	0.6%	0.7%
Winter Wheat	0.4%	8.6%	4.5%	19.0%	0.1%
Corn	1.0%	4.5%	6.2%	0.2%	4.5%
Other	9.5%	15.6%	11.6%	12.0%	12.2%



Field 1

318 ac.

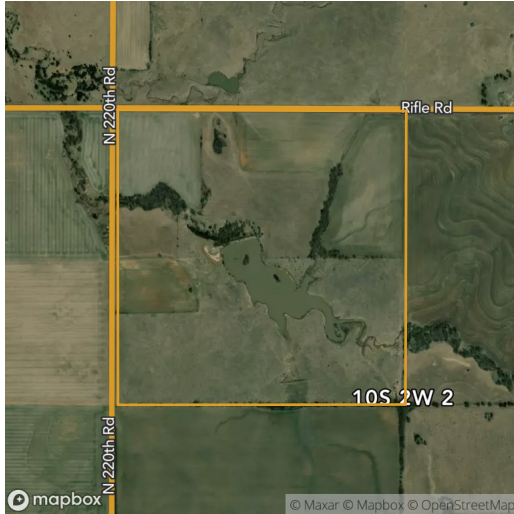


2021 2020 2019 2018 2017

Grass/Pasture	48.5%	52.1%	49.4%	51.3%	50.6%
Soybeans	36.7%	8.5%	5.3%	18.2%	30.3%
Sorghum	4.0%	7.0%	20.9%	0.8%	0.5%
Winter Wheat	0.5%	8.3%	6.8%	18.2%	0.1%
Corn	1.0%	5.5%	5.4%	0.3%	6.7%
Other	9.2%	18.7%	12.3%	11.2%	11.9%

2 fields, 479 acres in Ottawa County, KS

TOWNSHIP/SECTION 9S 2W – 35, 10S 2W – 2



Field 2

161 ac.



2021



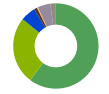
2020



2019



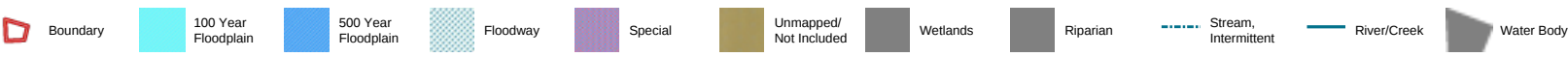
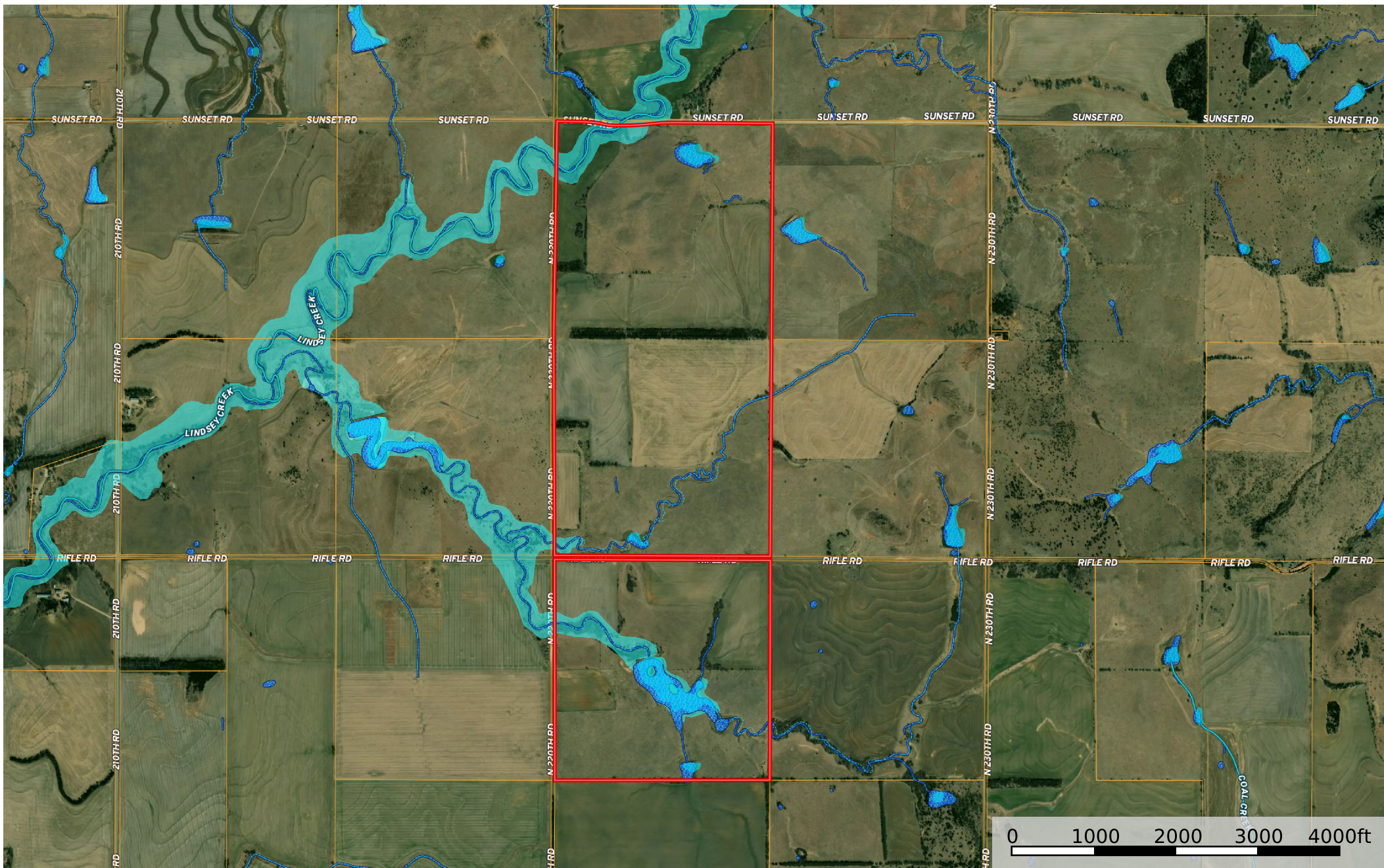
2018

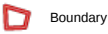
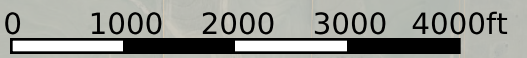
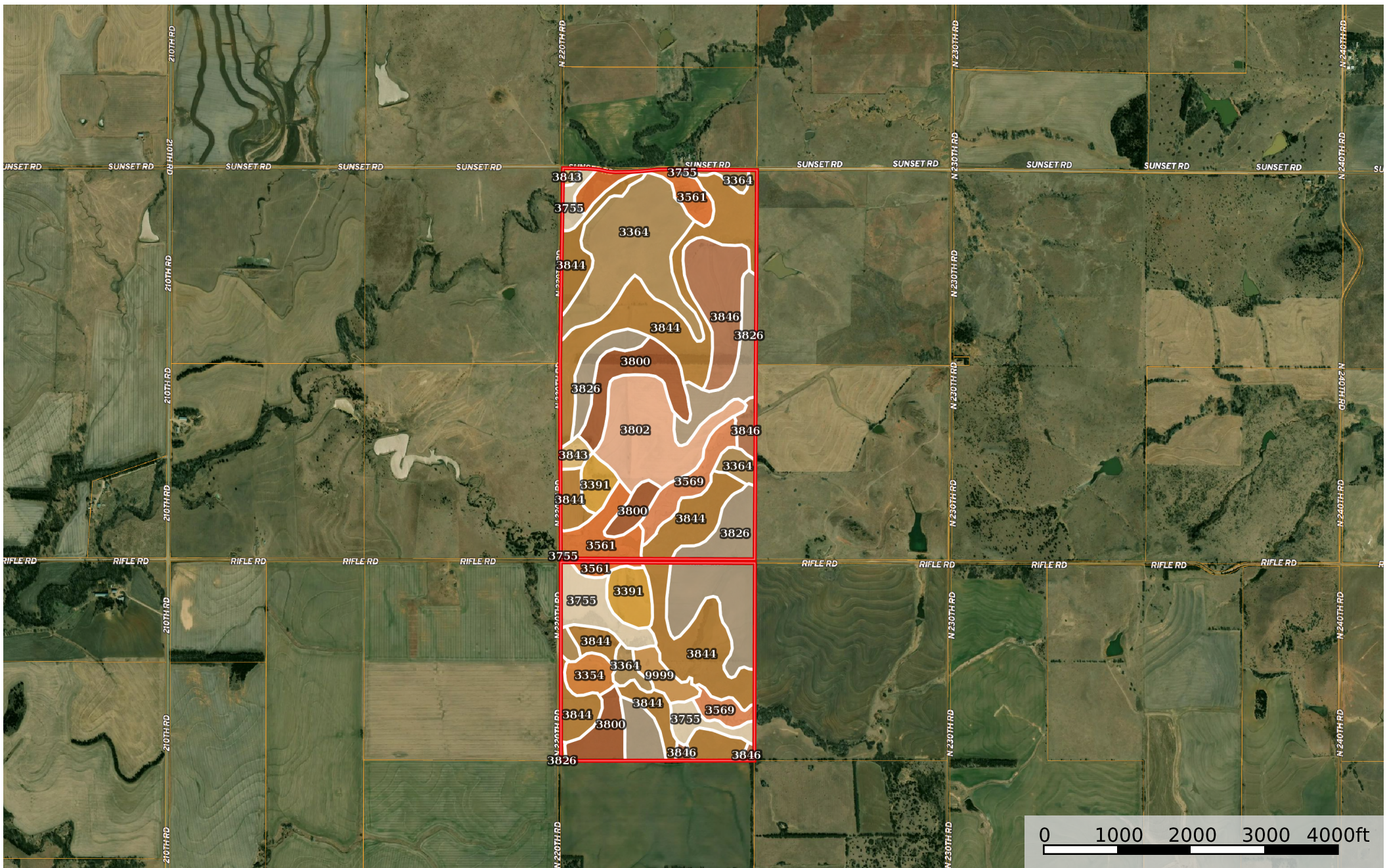


2017

Grass/Pasture	60.4%	60.2%	60.0%	59.6%	60.3%
Soybeans	26.6%	11.3%	13.5%	6.2%	25.5%
Water	5.9%	6.1%	6.2%	6.5%	5.8%
Sorghum	2.1%	7.3%	8.4%	0.2%	1.1%
Winter Wheat	0.1%	9.2%	0.1%	20.6%	0.1%
Corn	0.8%	2.6%	7.9%	–	0.3%
Non-Cropland	2.0%	–	2.1%	5.3%	4.9%
Other	2.1%	3.3%	1.9%	1.7%	2.1%

Source: NASS Cropland Data Layer





 All Polygons 479.09 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
3844	Geary silt loam, 3 to 7 percent slopes	135.29	28.24	0	74	3e
3826	Crete silt loam, 3 to 7 percent slopes	73.11	15.26	0	63	3e
3364	Edalgo-Hedville complex, 5 to 30 percent slopes	61.1	12.75	0	33	6e
3802	Crete silty clay loam, 3 to 7 percent slopes, eroded, loess plains and breaks	36.87	7.7	0	55	3e
3800	Crete silt loam, 0 to 1 percent slopes, loess plains and breaks	35.02	7.31	0	66	2s
3846	Geary silty clay loam, 3 to 7 percent slopes, eroded	31.4	6.55	0	63	3e
3561	Hobbs silt loam, occasionally flooded	27.28	5.69	0	82	2w
3755	Hord silt loam, rarely flooded	25.95	5.42	0	79	2c
3569	Hobbs-Geary silt loams, 0 to 15 percent slopes	18.48	3.86	0	62	5w
3391	Lancaster loam, 3 to 7 percent slopes	16.31	3.4	0	52	4e
9999	Water	7.09	1.48	0	-	-
3354	Edalgo silt loam, 3 to 7 percent slopes	7.08	1.48	0	45	4e
3843	Geary silt loam, 1 to 3 percent slopes	4.11	0.86	0	75	2e
TOTALS		479.08(*)	100%	-	62.33	3.32

(*) 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.

 Boundary 318.04 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
3844	Geary silt loam, 3 to 7 percent slopes	81.6	25.66	0	74	3e
3364	Edalgo-Hedville complex, 5 to 30 percent slopes	55.11	17.33	0	33	6e
3826	Crete silt loam, 3 to 7 percent slopes	38.84	12.21	0	63	3e
3802	Crete silty clay loam, 3 to 7 percent slopes, eroded, loess plains and breaks	36.87	11.59	0	55	3e
3846	Geary silty clay loam, 3 to 7 percent slopes, eroded	29.51	9.28	0	63	3e
3561	Hobbs silt loam, occasionally flooded	24.56	7.72	0	82	2w
3800	Crete silt loam, 0 to 1 percent slopes, loess plains and breaks	24.29	7.64	0	66	2s
3569	Hobbs-Geary silt loams, 0 to 15 percent slopes	12.77	4.02	0	62	5w
3391	Lancaster loam, 3 to 7 percent slopes	6.25	1.97	0	52	4e
3755	Hord silt loam, rarely flooded	4.13	1.3	0	79	2c
3843	Geary silt loam, 1 to 3 percent slopes	4.11	1.29	0	75	2e
TOTALS		479.08(*)	100%	-	61.5	3.44

(*) 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.



| Boundary 161.05 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
3844	Geary silt loam, 3 to 7 percent slopes	53.69	33.34	0	74	3e
3826	Crete silt loam, 3 to 7 percent slopes	34.27	21.28	0	63	3e
3755	Hord silt loam, rarely flooded	21.82	13.55	0	79	2c
3800	Crete silt loam, 0 to 1 percent slopes, loess plains and breaks	10.73	6.66	0	66	2s
3391	Lancaster loam, 3 to 7 percent slopes	10.06	6.25	0	52	4e
9999	Water	7.09	4.4	0	-	-
3354	Edalgo silt loam, 3 to 7 percent slopes	7.08	4.4	0	45	4e
3364	Edalgo-Hedville complex, 5 to 30 percent slopes	5.99	3.72	0	33	6e
3569	Hobbs-Geary silt loams, 0 to 15 percent slopes	5.71	3.55	0	62	5w
3561	Hobbs silt loam, occasionally flooded	2.72	1.69	0	82	2w
3846	Geary silty clay loam, 3 to 7 percent slopes, eroded	1.89	1.17	0	63	3e
TOTALS		479.08(*)	100%	-	63.95	3.07

(*) 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)*

