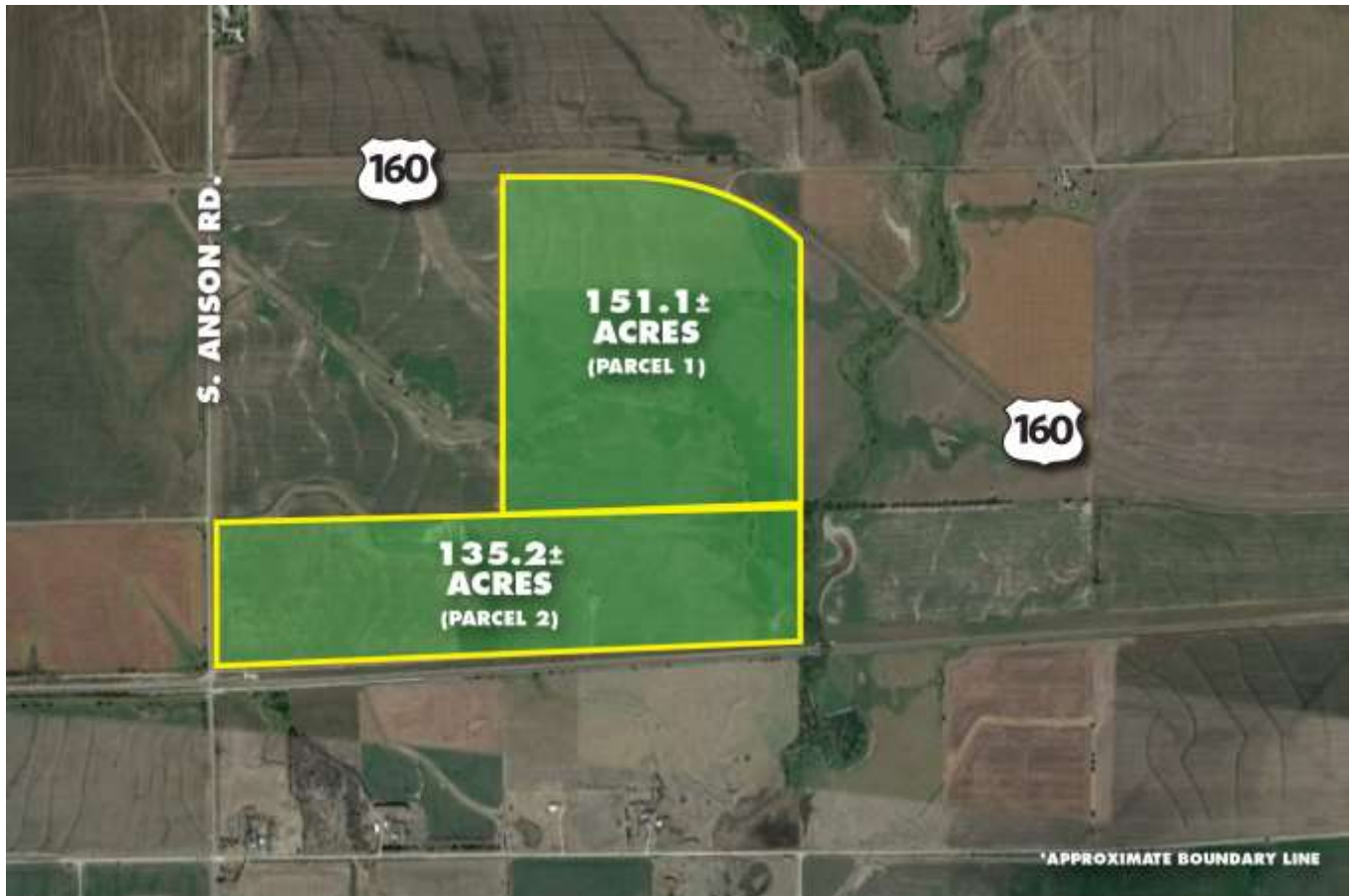


PROPERTY INFORMATION PACKET | THE DETAILS



268 +/- Acres Selling Separate & Together
Sumner County | Mayfield, KS 67103

AUCTION: BIDDING OPENS: Thurs, Sept 29th @ 2:00 PM
BIDDING CLOSING: Thurs, Oct 13th @ 2:10 & 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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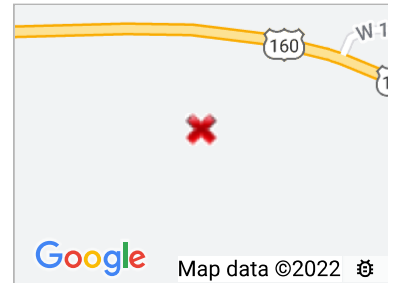
PROPERTY DETAIL PAGE
SELLER'S PROPERTY DISCLOSURE ACKNOWLEDGEMENT
WATER WELL ORDINANCE
SECURITY 1 ST TITLE WIRE FRAUD ALERT
ZONING MAP
FLOOD ZONE MAP
AERIAL MAP
SOIL MAP & REPORT
TERMS AND CONDITIONS
GUIDE TO AUCTION COSTS

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 # 616916
Class Land
Property Type Undeveloped Acreage
County Sumner
Area S10 - Other Towns
Address 151.1 +/- W 10TH AVE
Address 2
City Mayfield
State KS
Zip 67103
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 3



GENERAL

List Agent - Agent Name and Phone	Isaac Klingman	List Date	9/9/2022
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		Display on Public Websites	Yes
Co-List Office - Office Name and Phone		Display Address	Yes
Showing Phone	800-301-2055	VOW: Allow AVM	Yes
Zoning Usage	Agriculture	VOW: Allow 3rd Party Comm	Yes
Parcel ID	20191-165-15-0-00-00-001.00-02	Sub-Agent Comm	0
Number of Acres	268.00	Buyer-Broker Comm	3
Price Per Acre	0.00	Transact Broker Comm	3
Lot Size/SqFt	6581916	Variable Comm	Non-Variable
School District	Wellington School District (USD 353)	Virtual Tour Y/N	
Elementary School	Wellington	Days On Market	18
Middle School	Wellington	Cumulative DOM	18
High School	Wellington	Cumulative DOMLS	
Subdivision	NONE	Input Date	9/19/2022 12:08 PM
Legal	S15, T32, R02W, ACRES 151.1, NE4 LESS R/W	Update Date	9/27/2022
		Status Date	9/19/2022
		HotSheet Date	9/19/2022
		Price Date	9/19/2022

DIRECTIONS

Directions (Wellington) Hwy 160 & Hwy 81 - West on Hwy 60

FEATURES

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

FINANCIAL

Assumable Y/N	No
General Taxes	\$1,028.34
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, September 29th, 2022 at 2 PM (cst) | BIDDING CLOSING: Thursday, October 13th, 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. ONLINE ONLY!!! Bidding is by the acre. Please review the disclosures section for definition. OFFERED SEPARATE AND TOGETHER WITH PARCEL 2. 151.1 +/- acres of tillable, fallow, terraced farm ground on paved frontage that is perfect to add to your operation or invest in. The land is made up primarily of class 2 soils and features Highway 160 frontage, between Wellington and Mayfield. With possession available immediately, you do not want to miss this opportunity to invest in land! 151.1+/- acres Tillable land Class 2 soils Offered separately and together with parcel 2 Terraced Highway 160 frontage 6 miles west of Wellington 2 miles east of Mayfield Early possession before closing may be granted to the winning bidder in order to plant a wheat crop or work on the land. In the event the transaction does not close at the buyers fault, any and all improvements or work done to the land will remain with the seller. This auction is being conducted with a reserve on each parcel. Parcels 1 and 2 are being offered "separate and together," meaning there is an opportunity to bid on Parcels 1 and 2 individually or in their entirety. Parcels 1 and 2 will first be offered individually. Upon the close of each Parcel 1 and Parcel 2 auction, bidding on Parcels 1 and 2 in their entirety will begin and the starting bid will be the combined total of the high bid of Parcel 1 and Parcel 2 individually. The high bids for Parcels 1 and 2 individually will be held pending the results of the auction of Parcels 1 and 2 together. If the high bid on Parcel 1 and 2 in their entirety exceeds the high bid on each Parcel 1 and Parcel 2, then the high bidder will be required to execute a Sales Contract to purchase both parcels. If the total high bid on Parcel 1 and Parcel 2 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. 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. *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 \$15,000.

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	9/29/2022	2 - Open for Preview
Auction Start Time	2 PM	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	10/12/2022 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 %/\$	15,000.00	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





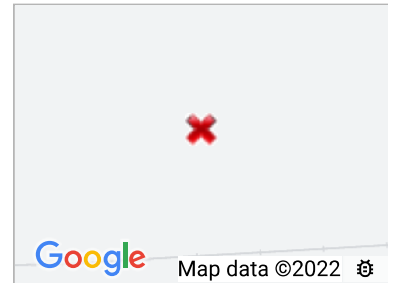
DISCLAIMER

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ALL FIELDS CUSTOMIZABLE



MLS # 616920
Class Land
Property Type Undeveloped Acreage
County Sumner
Area S10 - Other Towns
Address 135.2 +/- S ANSON RD
Address 2
City Mayfield
State KS
Zip 67103
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 3



GENERAL

List Agent - Agent Name and Phone	Isaac Klingman	List Date	9/9/2022
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Realtor.com Y/N	Yes
		Display on Public Websites	Yes
Co-List Agent - Agent Name and Phone		Display Address	Yes
Co-List Office - Office Name and Phone		VOW: Allow AVM	Yes
Showing Phone	800-301-2055	VOW: Allow 3rd Party Comm	Yes
Zoning Usage	Agriculture	Sub-Agent Comm	0
Parcel ID	20191-165-15-0-00-00-006.00-0 02	Buyer-Broker Comm	3
Number of Acres	135.20	Transact Broker Comm	3
Price Per Acre	0.00	Variable Comm	Non-Variable
Lot Size/SqFt	5889312	Virtual Tour Y/N	
School District	Wellington School District (USD 353)	Days On Market	18
Elementary School	Wellington	Cumulative DOM	18
Middle School	Wellington	Cumulative DOMLS	
High School	Wellington	Input Date	9/19/2022 12:25 PM
Subdivision	NONE	Update Date	9/27/2022
Legal	S15, T32, R02W, ACRES 135.2, N2-S2 LYG N RR LESS R/W	Status Date	9/19/2022
		HotSheet Date	9/19/2022
		Price Date	9/19/2022

DIRECTIONS

Directions (Wellington) Hwy 160 & Hwy 81 - West on Hwy 60, South on Anson Rd.

FEATURES

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

FINANCIAL

Assumable Y/N	No
General Taxes	\$962.06
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

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Auction Offering	Real Estate Only	1 - Open End Time
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Broker Reg Deadline	10/12/2022 5PM	2 - Open End Time
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Premium Amount	0.10	3 - Open/Preview Date
Earnest Money Y/N	Yes	3 - Open Start Time
Earnest Amount %/\$	15,000.00	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





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SELLER'S PROPERTY DISCLOSURE ACKNOWLEDGEMENT

Property Address: 286.3 +/- Acres - Mayfield, KS 67103 (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:

David D. Earles 9-8-2022
Signature Date

DAVID D. Earles
Print

Trustee
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



McCurdy
REAL ESTATE & AUCTION

WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 286.3 +/- Acres - Mayfield, KS 67103

DOES THE PROPERTY HAVE A WELL? YES _____ NO X

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

Location of Well: _____

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

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

David D. Earles, Trustee
Owner

9-8-2022
Date

Owner

Date



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:

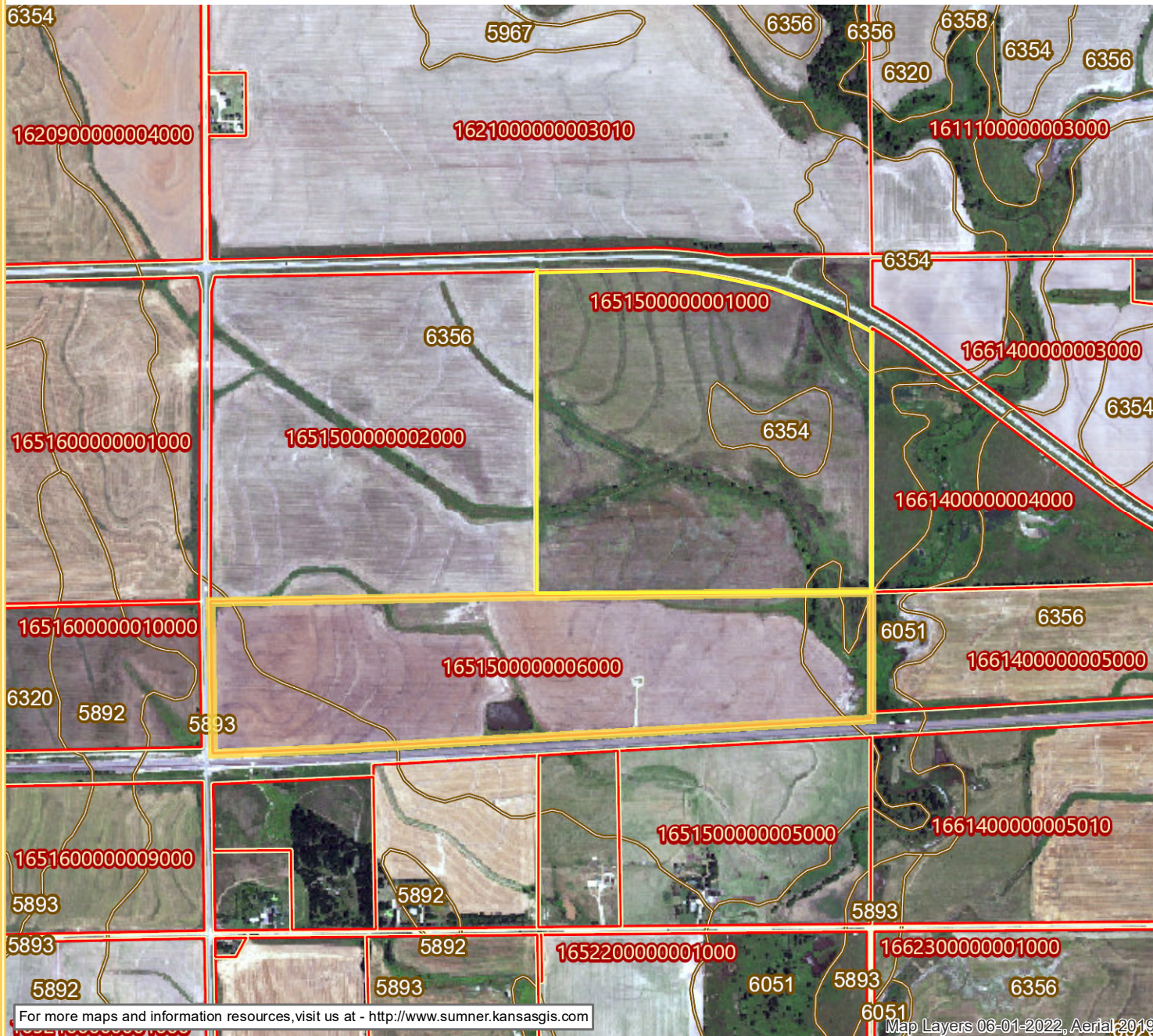
Federal Bureau of Investigation: <http://www.fbi.gov>

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

SUMNER COUNTY

Zoning - Agricultural

286.3 +/- Acres



0 330 660 1,320 1,980 2,640 ft

Selection(s)

Property Parcels

Soils

County Boundary

8/26/2022



Sumner County makes every effort to produce and publish the most current and accurate information possible. This information is furnished as a public service. The information must be accepted and used by the recipient with the understanding that the data was developed and collected for the purpose of developing property valuations, using the criteria of fair market value, as required by the State of Kansas. The Appraised Value and Tax Information are updated at different times during the year and, therefore, may not always reflect same year values. Sumner County assumes no liability whatsoever associated with the use or misuse of such data, and disclaims any representation or warranty regarding the completeness or accuracy of the data.

Note: Acreage and Square Footage data shown are approximate and may not be consistent with records maintained for appraisal purposes.

©2015 Sumner County, Kansas Government.

Data sources: Sumner County, Kansas Government, Kansas Geospatial Commons (DASC).

National Flood Hazard Layer FIRMette



97°32'18"W 37°16'27"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **8/26/2022 at 12:46 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

0 250 500 1,000 1,500 2,000 Feet 1:6,000

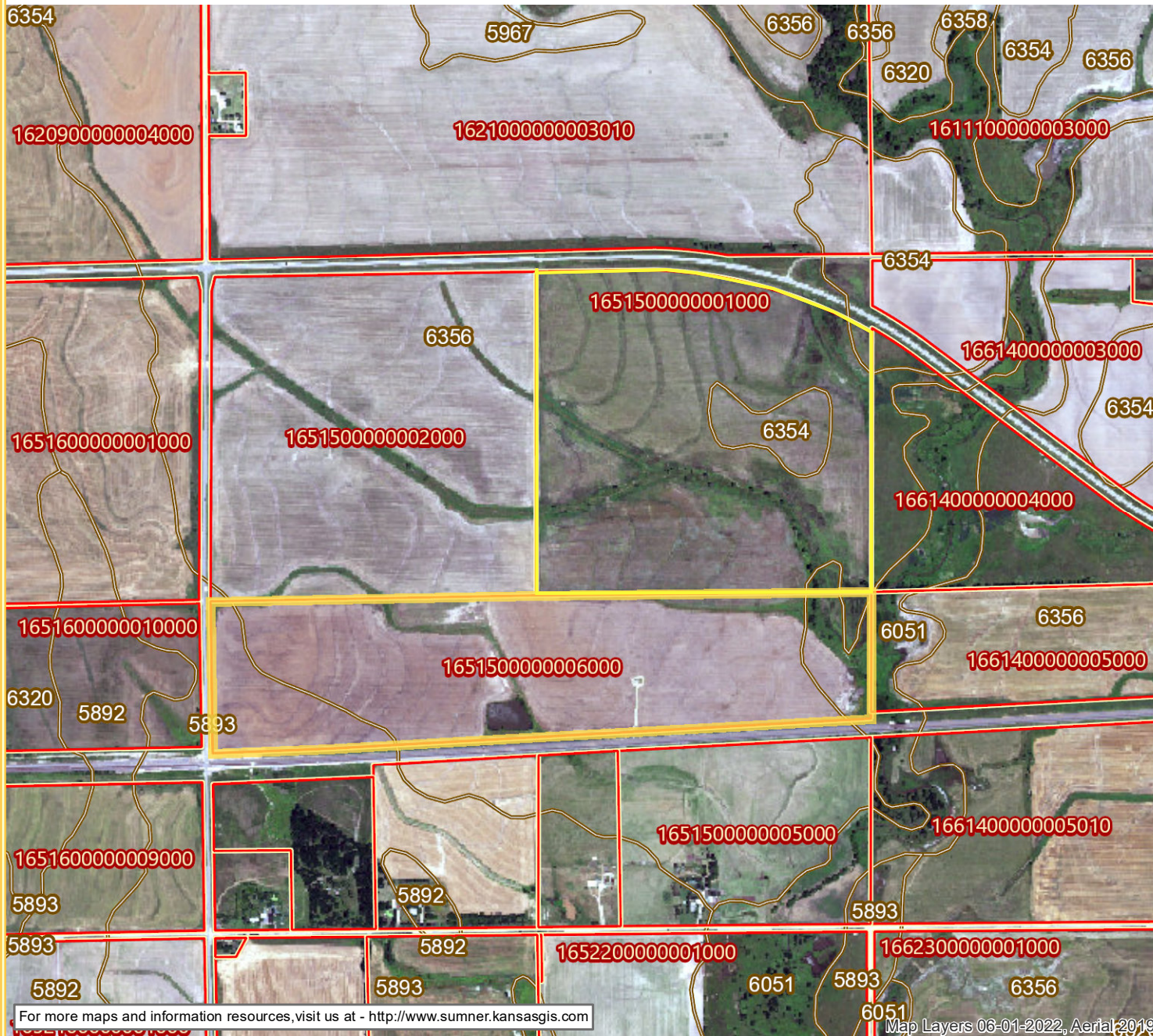
Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

97°31'40"W 37°15'59"N

SUMNER COUNTY

Aerial

286.3 +/- Acres



0 330 660 1,320 1,980 2,640 ft

- Selection(s)
- Property Parcels
- Soils
- County Boundary

8/26/2022



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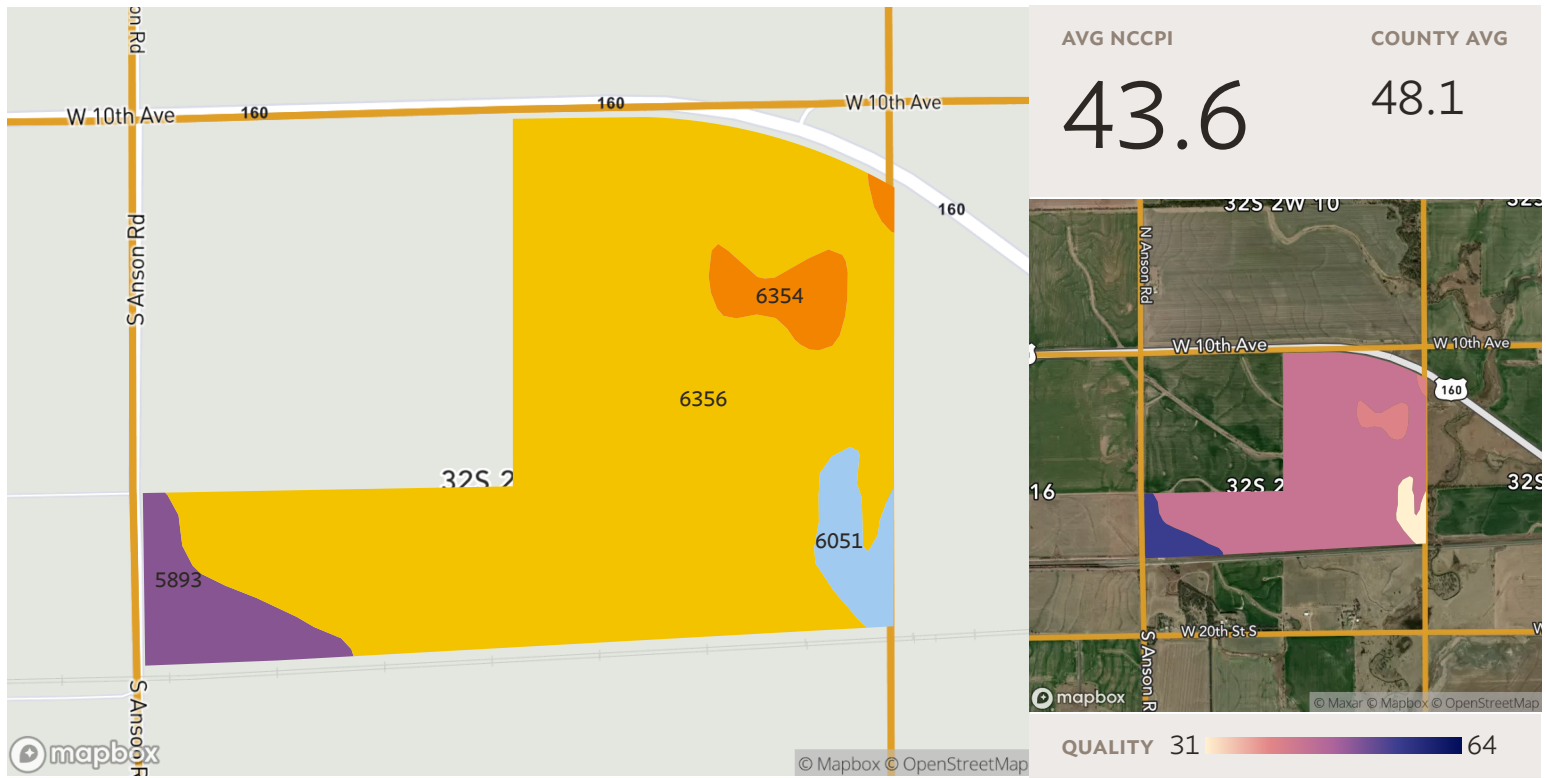
Data sources: Sumner County, Kansas Government, Kansas Geospatial Commons (DASC).

For more maps and information resources, visit us at - <http://www.sumner.kansasgis.com>

Map Layers 06-01-2022, Aerial 2019

2 fields, 286 acres in Sumner County, KS

TOWNSHIP/SECTION 32S 2W – 14, 15



All fields

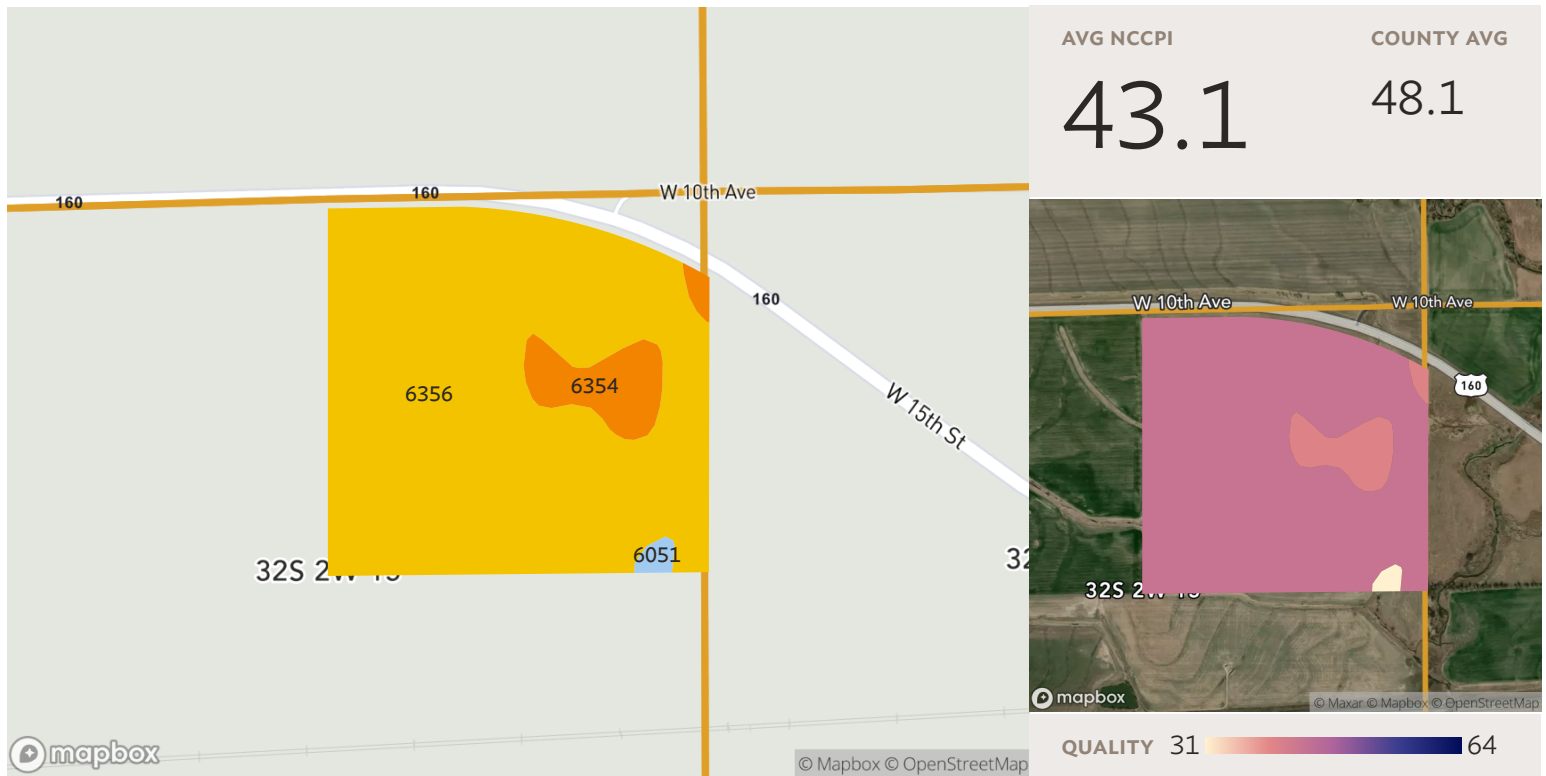
Source: NRCS Soil Survey

286 ac.

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
6356	Kirkland silt loam, 1 to 3 percent slopes	246.45	86.1%	2	43.5
5893	Farnum loam, 1 to 3 percent slopes	18.06	6.3%	2	55.9
6354	Kirkland silt loam, 0 to 1 percent slopes, cool	11.18	3.9%	2	39.9
6051	Elandco silt loam, frequently flooded	10.53	3.7%	5	29.4
		286.22			43.6

2 fields, 286 acres in Sumner County, KS

TOWNSHIP/SECTION 32S 2W – 14, 15



Source: NRCS Soil Survey

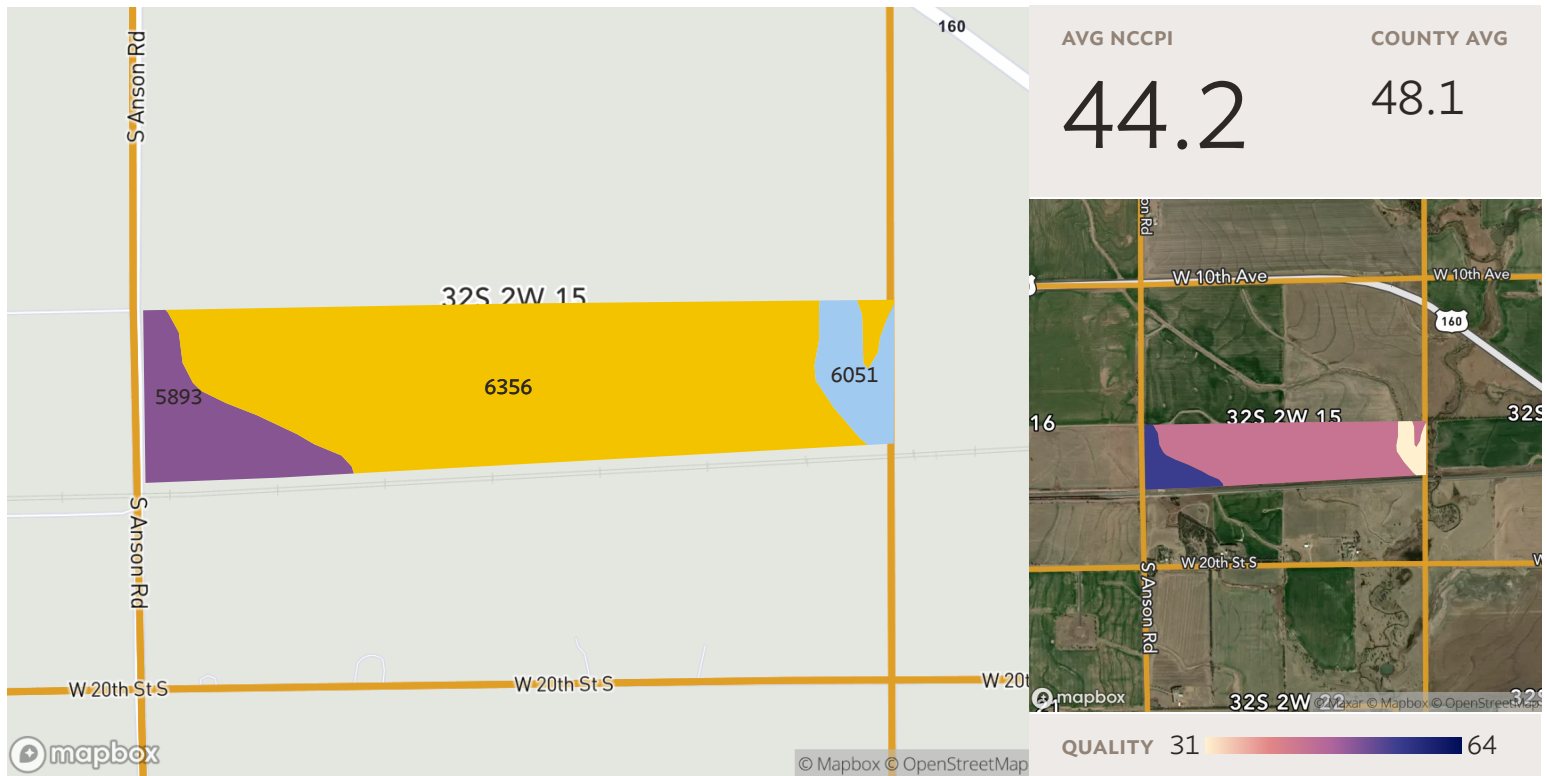
Field 1

151 ac.

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
6356	Kirkland silt loam, 1 to 3 percent slopes	138.68	91.8%	2	43.5
6354	Kirkland silt loam, 0 to 1 percent slopes, cool	11.18	7.4%	2	39.9
6051	Elandco silt loam, frequently flooded	1.21	0.8%	5	29.4
		151.07			43.1

2 fields, 286 acres in Sumner County, KS

TOWNSHIP/SECTION 32S 2W – 14, 15



Field 2

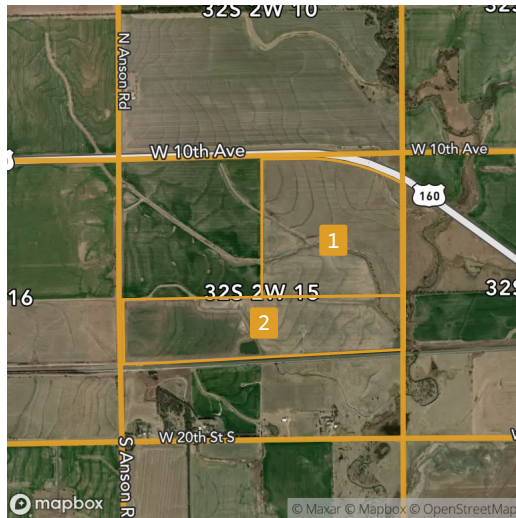
Source: NRCS Soil Survey

135 ac.

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
6356	Kirkland silt loam, 1 to 3 percent slopes	107.77	79.7%	2	43.5
5893	Farnum loam, 1 to 3 percent slopes	18.06	13.4%	2	55.9
6051	Elandco silt loam, frequently flooded	9.32	6.9%	5	29.4
		135.15			44.2

2 fields, 286 acres in Sumner County, KS

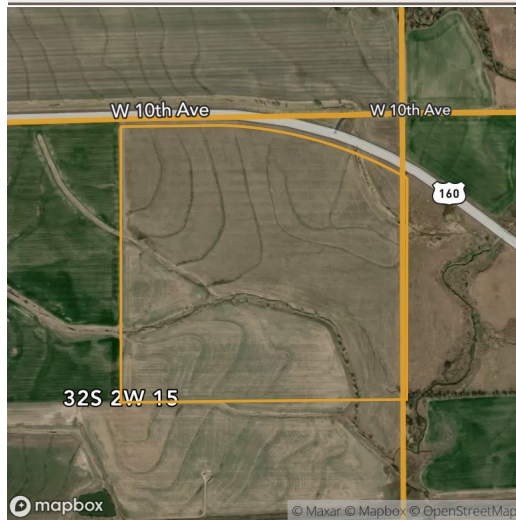
TOWNSHIP/SECTION 32S 2W – 14, 15



All fields

286 ac.

					
	2021	2020	2019	2018	2017
 Soybeans	66.0%	20.9%	47.3%	45.6%	63.9%
 Winter Wheat	20.5%	33.9%	3.7%	25.4%	26.3%
 Corn	1.4%	34.7%	35.9%	0.9%	0.3%
 Grass/Pasture	5.8%	7.9%	3.9%	3.7%	4.2%
 Double Crop	1.4%	0.3%	–	14.3%	2.4%
 Cotton	1.8%	–	0.6%	6.2%	–
 Fallow	–	–	7.2%	–	–
 Other	3.0%	2.3%	1.4%	3.8%	3.0%



Field 1

151 ac.

					
	2021	2020	2019	2018	2017
 Soybeans	64.8%	8.4%	13.9%	62.0%	68.5%
 Winter Wheat	25.1%	48.9%	4.2%	23.5%	21.4%
 Corn	0.4%	33.9%	63.5%	0.7%	0.6%
 Grass/Pasture	4.8%	7.4%	4.0%	3.5%	4.1%
 Fallow	–	–	12.9%	–	–
 Other	5.0%	1.3%	1.6%	10.3%	5.5%

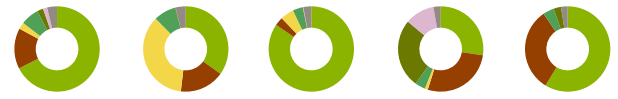
2 fields, 286 acres in Sumner County, KS

TOWNSHIP/SECTION 32S 2W – 14, 15



Field 2

135 ac.



	2021	2020	2019	2018	2017
 Soybeans	67.5%	34.9%	84.6%	27.4%	58.7%
 Winter Wheat	15.4%	17.0%	3.2%	27.5%	31.7%
 Corn	2.6%	35.7%	5.1%	1.2%	–
 Grass/Pasture	6.9%	8.5%	3.8%	4.0%	4.2%
 Double Crop	2.3%	0.2%	0.1%	26.0%	2.8%
 Cotton	1.6%	–	0.2%	11.2%	–
 Other	3.7%	3.8%	3.0%	2.7%	2.5%

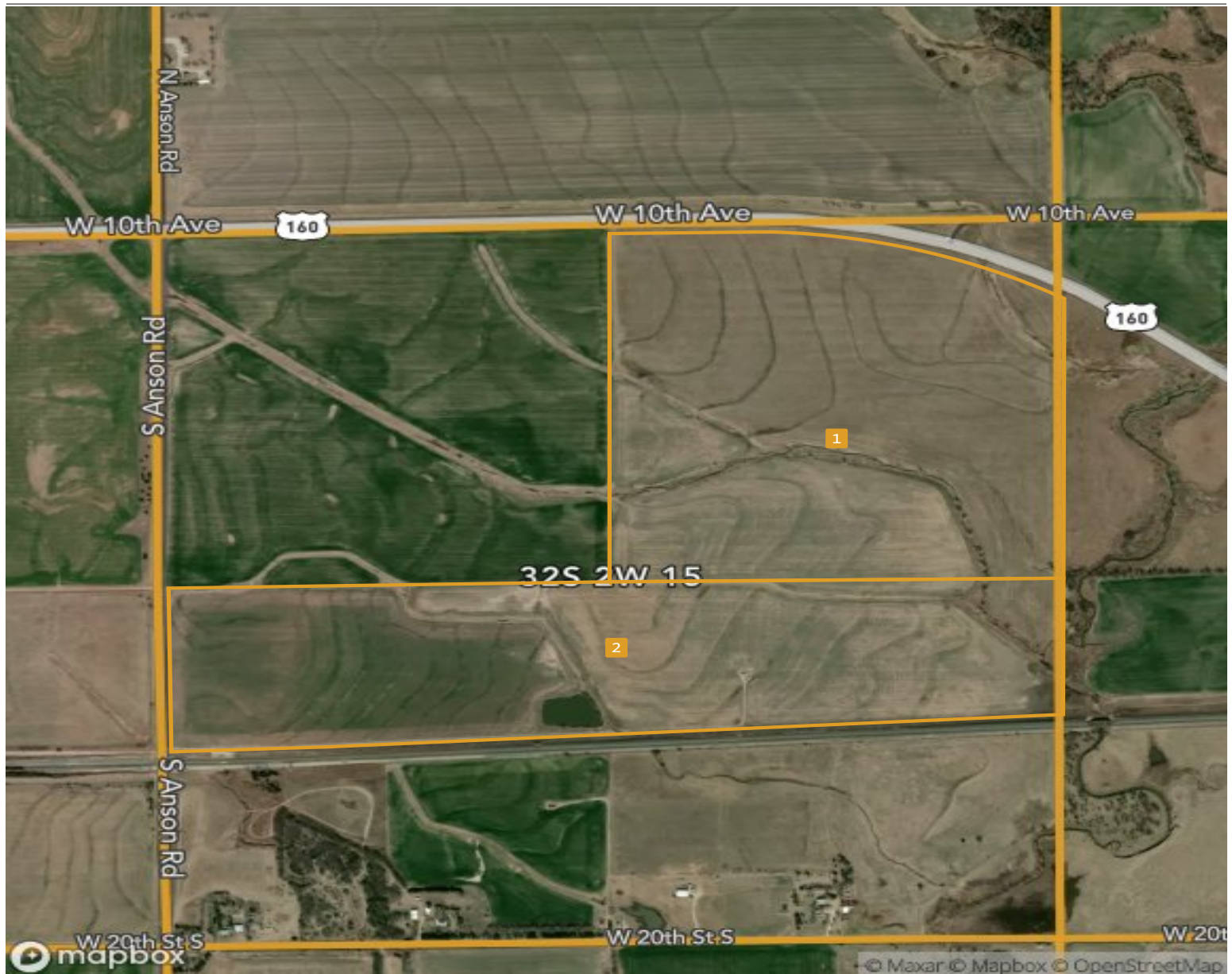
Source: NASS Cropland Data Layer

2 fields, 286 acres in Sumner County, KS

TOWNSHIP/SECTION 32S 2W – 14, 15

Sumner County, KS

FIELD	ACRES	LOCATION	OWNER (LAST UPDATED)	OWNER ADDRESS
1 	151.07	32S 2W – 14, 15 APN: 1651500000001000	EARLES, DUANE & DONNA (12/10/2021)	9700 SOUTHWEST BLVD, WICHITA, KS 67215
2 	135.15	32S 2W – 14, 15 APN: 1651500000006000	EARLES, DUANE & DONNA (12/10/2021)	9700 SOUTHWEST BLVD, WICHITA, KS 67215

286.22


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)*

