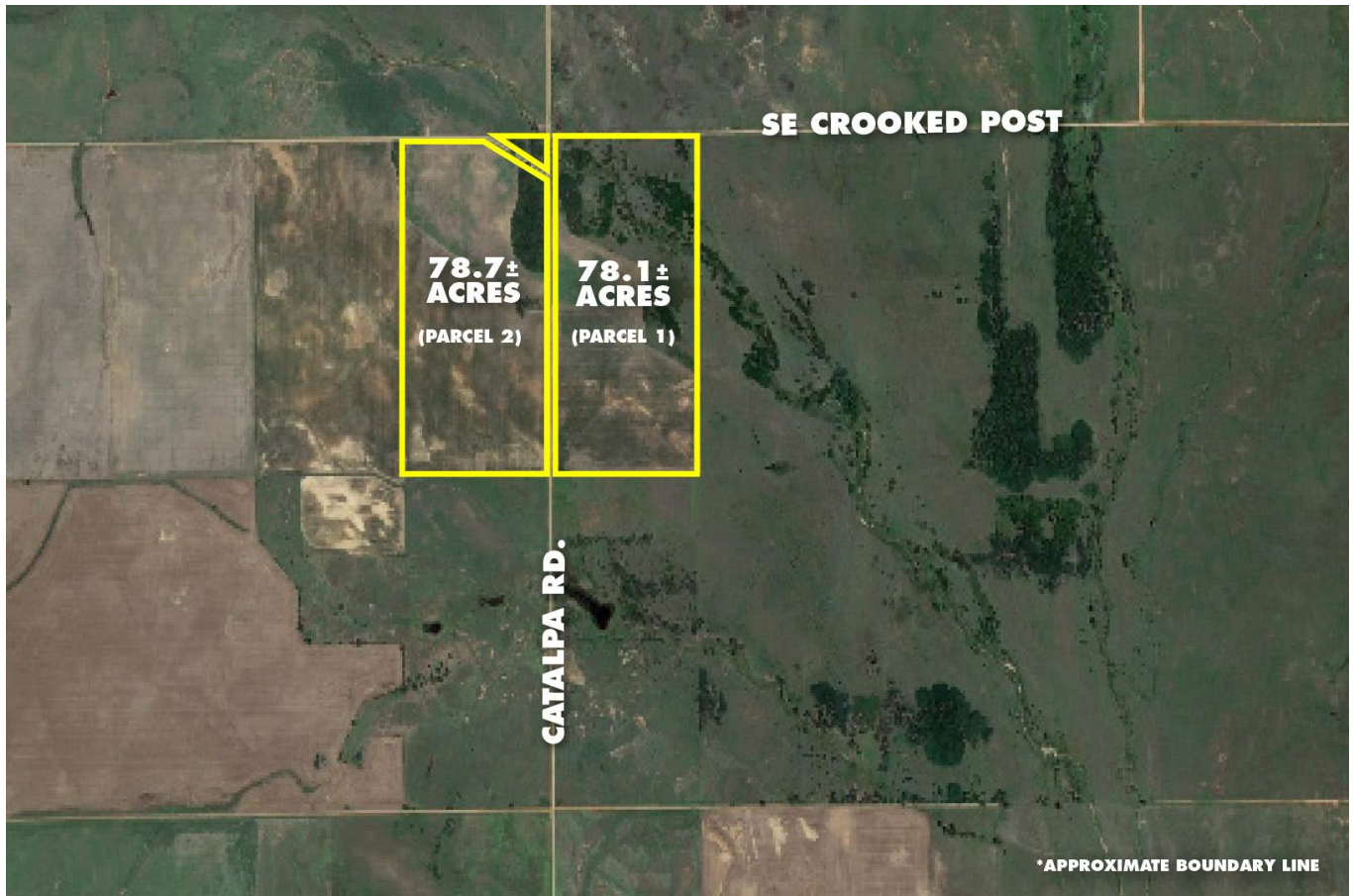


PROPERTY INFORMATION PACKET | THE DETAILS



78.7 +/- & 78.7 +/- Acres on SE Crooked Post | Hazelton, KS 67061

AUCTION: BIDDING OPENS: Tues, Mar 7th @ 2:00 PM
BIDDING CLOSING: Thurs, Mar 16th @ 12:00 & 12:10 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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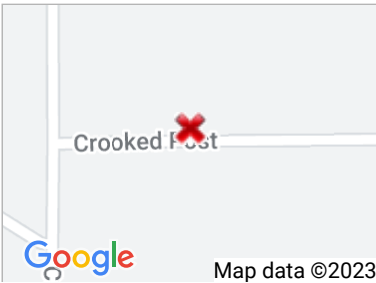
PROPERTY DETAIL PAGE
SELLER'S DISCLSOURE
WATER WELL ORDINANCE
SECURITY 1 ST TITLE WIRE FRAUD ALERT
MINERAL TITLE OPINION
ZONING MAP
FLOOD ZONE MAP
AERIAL MAP
WATER FEATURE MAP
ACRE VALUE REPORT
FSA REPORT
TERMS AND CONDITIONS
GUIDE TO AUCTION COSTS

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.

MLS PIP



MLS # 621837
Class Land
Property Type Undeveloped Acreage
County Barber
Area SCKMLS
Address 78.1 +/- Acres On SE Crooked Post
Address 2 Parcel 1
City Hazelton
State KS
Zip 67061
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 3



GENERAL

List Agent - Agent Name and Phone	BRADEN MCCURDY - OFF: 316-683-0612	Realtor.com Y/N	Yes
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Display on Public Websites	Yes
Co-List Agent - Agent Name and Phone	Isaac Klingman	Display Address	Yes
Co-List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	VOW: Allow 3rd Party Comm	Yes
Showing Phone	888-874-0581	Variable Comm	Non-Variable
Zoning Usage	Agriculture	Virtual Tour Y/N	
Parcel ID	00423-6-13-0-00-00-003.00-0		
Number of Acres	78.10		
Price Per Acre	0.00		
Lot Size/SqFt	3397680		
School District	South Barber School District (USD 255)		
Elementary School	South Barber		
Middle School	South Barber		
High School	South Barber		
Subdivision	NONE		
Legal	S13, T33, R10, ACRES 78.1, W2NW4 LESS RD R/W		

DIRECTIONS

Directions (Hazelton) Corner of SE Crooked Post & Catalpa Rd

FEATURES

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

FINANCIAL

Assumable Y/N	No
General Taxes	\$255.50
General Tax Year	2022
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Security 1st Title

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, March 7th, 2023 at 2 PM (cst) | BIDDING CLOSING: Thursday, March 16th, 2023 at 12 PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES. ONLINE ONLY!!! NO MINIMUM, NO RESERVE!!! Great opportunity to purchase acreage in southeast Barber County, selling to the highest bidder regardless of price! 78.1 +/- acres on a corner lot Little Sandy Creek runs through the property Agricultural ground with recreational potential Wooded area 44.2 +/- Acres of tillable cropland per FSA report 3 miles north of Hwy 2 17 miles from Medicine Lodge, 20 miles from Anthony S13, T33, R10, W1/2NW1/4 Possession of the land will occur at closing. There has been a long-standing relationship with the tenant farmer and if desired by the buyer, the tenant farmer would like to enter into a new agreement. A mineral title opinion has been conducted on the land and is included in the property information packet. With the sale of this property, the buyer will receive 75% mineral interest in the land per the mineral title opinion. 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 bid price of \$800,000 (plus Buyer's Premium, if applicable). 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 or a parcel is 158.3 would be offered as 158 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.

MARKETING REMARKS

Marketing Remarks

AUCTION

Type of Auction Sale	Absolute	1 - Open for Preview
Method of Auction	Online Only	1 - Open/Preview Date
Auction Location	mccurdy.com	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	3/7/2023	2 - Open for Preview
Auction Start Time	2:00 PM	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	03/15/2023 @ 5 PM	2 - Open End Time
Buyer Premium Y/N	Yes	3 - Open for Preview
Premium Amount	0.10	3 - Open/Preview Date
Earnest Money Y/N	Yes	3 - Open Start Time
Earnest Amount %/\$	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





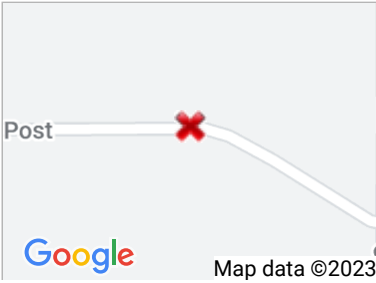
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Zoning Usage	Agriculture	Virtual Tour Y/N	
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Price Per Acre	0.00		
Lot Size/SqFt	3428172		
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High School	South Barber		
Subdivision	NONE		
Legal	S14, T33, R10, ACRES 78.7, W2NW4 LESS RD R/W		

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FEATURES

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

FINANCIAL

Assumable Y/N	No
General Taxes	\$109.50
General Tax Year	2022
Yearly Specials	\$0.00
Total Specials	\$0.00
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Personal Property

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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 STATEMENT - for Land Only

(To be completed by Seller)

This report supersedes any list appearing in the MLS

1 **Property Address:** 78.1 and 78.7 Acres on SE Crooked Post- Barber County, KS

2 **Seller:** _____ **Date of Purchase:** _____

3 **Property currently zoned as:** _____

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

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

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

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

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

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

PART I

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

None
Does Not Transfer
Working
Not Working
Don't Know

WATER SYSTEMS

☐ ☐ ☐ ☐ ☒

Well/Pump _____

Drinking _____ Irrigation _____

Location _____

Depth _____

Type _____

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

Is the property connected to ☐ city ☐ rural water systems?

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

☐ ☐ ☐ ☐ ☒

Cistern _____

☐ ☐ ☐ ☐ ☐

Other _____

Comments: _____

DRAINAGE/SEWAGE SYSTEMS

☐ ☐ ☐ ☐ ☒

Sewer Lines _____

☐ ☐ ☐ ☐ ☒

Septic/Laterals _____

☐ ☐ ☐ ☐ ☒

Lagoon _____

☐ ☐ ☐ ☐ ☒

Tank Size _____ Location _____

☐ ☐ ☐ ☐ ☐

Feet of Laterals _____

☐ ☐ ☐ ☐ ☐

Other _____

☐ ☐ ☐ ☐ ☐

Other _____

Comments: _____

Seller's Initials

WW, TB, DB

Buyer's Initials

PART II

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

None
Does Not Transfer
Working
Not Working
Don't Know

GAS/ELECTRIC

- 43 ☒ ☐ ☐ ☐ ☐ Is there a propane tank on the property?
44 If yes, is it ☐ owned ☐ leased?
45 Company: _____
46 ☒ ☐ ☐ ☐ ☐ Are there solar panels on the property?
47 If yes, are they ☐ owned ☐ rented/leased?
48 Company: _____
49 ☒ ☐ ☐ ☐ ☐ Are there wind turbines on the property?
50 If yes, are they ☐ owned ☐ rented/leased?
51 Company: _____
52 ☒ ☐ ☐ ☐ ☐ Is there hydroelectric on the property?

Yes
No
Don't Know

- 53 ☐ ☐ ☒ Is gas connected to property? If not, distance to nearest source? _____
54 ☐ ☐ ☒ Is electricity connected to property? If not, distance to nearest source? _____
55 ☐ ☐ ☒ To your knowledge, is there any additional costs to hook up utilities?
56 If yes, please explain: _____
57 _____
58 Comments: _____
59 _____

DRAINAGE/SEWAGE SYSTEMS

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

BOUNDARIES/LAND

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

Seller's Initials

CU, TB, DB

Buyer's Initials

Yes No Don't Know

HOMEOWNER'S ASSOCIATION

Is the property subject to rules or regulations of any homeowner's association?

Annual dues \$ _____ Initiation Fee \$ _____

To your knowledge, are there any problems relating to any common area?

Have you been notified of any condition which may result in an increase in assessments?

Comments: _____

ENVIRONMENTAL CONDITIONS

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

Asbestos

Contaminated soil or water (including drinking water)

Landfill or buried materials

Methane gas

Oil sheers in wet areas

Radioactive material

Toxic material disposal (e.g., solvents, chemicals, etc.)

Underground fuel or chemical storage tanks

EMFs (Electro Magnetic Fields)

Gas or oil wells in area

Other

To your knowledge, are any of the above conditions present near your property?

Comments: oil wells

MISCELLANEOUS

To your knowledge:

Are there any gas/oil wells on the property or adjacent property?

Is the present use of the property a non-conforming use?

Are there any violations of local, state or federal government laws or regulations relating to this property?

Is there any existing or threatened legal or regulatory action affecting this property?

Are there any current special assessments or do you have knowledge of any future assessments?

Are there any proposed or pending zoning changes on this or adjacent property?

Are any local, state, or federal agencies requiring repairs, alterations or corrections of any existing conditions?

Are there any diseased or dead trees or shrubs?

Is the property located in an area where public authorities have or are contemplating condemnation proceedings?

Are there any facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property? If yes, please explain below.

Comments: _____

Seller Owns: _____

Mineral Rights: TDB 03/14/2023 DB 03/14/2023 LW 3/14/2023

75% ~~100~~ % pass with the land to the Buyer _____ % remain with the Seller

25% % are owned by third party _____ unknown

Are there any oil, gas, or wind leases of record or Other? Please explain: oil well

Crops planted at the time of sale:

_____ pass with the land to the Buyer

X none

Other (please describe): _____

~~remain with the Seller~~

negotiable

TDB 03/14/2023

DB 03/14/2023

Seller's Initials LW/TB, DB

Buyer's Initials _____

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

CRP lease

Water Rights:

☒

pass with the land to the Buyer - Permit # _____

remain with the Seller - Permit # _____

have been terminated

Comments: _____

SELLER'S ACKNOWLEDGMENT

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

Dana S. Wolf *1-18-23* *Dana Brown* *1-18-23*
Seller _____ Date _____ Seller _____ Date _____
Dana Brown *1-18-23*

OR

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

Seller _____ Date _____ Seller _____ Date _____

BUYER'S ACKNOWLEDGMENT AND AGREEMENT

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

Buyer _____ Date _____ Buyer _____ Date _____

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Seller's Initials *W/B*

Buyer's Initials _____



McCurdy
REAL ESTATE & AUCTION

WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 78.1 and 78.7 Acres on SE Crooked Post- Barber County, KS

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: _____

Owner

Larry L. Hoff

Date

1-18-23

Owner

Tracy D. Brown

Date

1-18-23

Darshay Brown

1-18-23



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>

JOHNSTON, EISENHAUER, EISENHAUER & LYNCH, LLC

A T T O R N E Y S A T L A W

MICHAEL K. JOHNSTON
ROBERT R. EISENHAUER

P.O. DRAWER 825 • 113 EAST THIRD
PRATT, KANSAS 67124
620-672-5533 • FAX 620-672-3313

TYSON R. EISENHAUER
DANIEL O. LYNCH

January 30, 2023

MINERAL TITLE OPINION

Re: West Half of the Northwest Quarter (W/2 NW/4) of Section 13, Township 33 South, Range 10 West of the 6th P.M., Barber County, Kansas and the East Half of the Northeast Quarter (E/2 NE/4) of Section 14, Township 33 South, Range 10 West of the 6th P.M., Barber County, Kansas

This Mineral Title Opinion is prepared for Jeffrey Willis, jeff@jeffreywillislaw.com on behalf of the Doris G. Brown Estate. Disclosure to third parties may constitute waiver of attorney-client privilege.

TITLE PAPERS SUBMITTED:

This is to certify we have examined the records of the Register of Deeds Office and Clerk of the District Court of Barber County, Kansas, from the issuance of the government patent to January 25, 2023, at 8:00 a.m.

TITLE FINDINGS:

After examination of the above described records, assuming the validity thereof and the accuracy of the indexing thereof, we now find as of January 25, 2023 at 8:00 a.m. good marketable title for mineral title purposes is as follows:

75% - Carol J. Brown and the Estate of D. G. Brown
6.25% - Sharon Ross
4.6875% - Craig Ross
4.6875% - Jeffrey Ross
4.6875% - Bryan Ross
4.6875% - Lara Gene Wolf

by reason of a Stipulation of Interest and Cross Conveyance dated October 16, 2008 recorded in Book 321 at page 229 .

SUBJECT HOWEVER to the terms and provisions of the following deed, to-wit:

Deed dated March 20, 1983 recorded in deed Book 109 at page 423 wherein Darlene Ross and Dwight Ross, her husband conveyed to Carol J. Brown and D. G. Brown an undivided ½ interest in the West Half of the Northwest Quarter (W/2 NW/4) of Section 13 and the East Half of the

Mineral Title Opinion

Northeast Quarter (E/2 NE/4) of Section 14, all in Township 33 South, Range 10 West of the 6th P.M., Barber County, Kansas. Said deed contains the following reservation:

Grantors reserve 50% of the mineral rights for as long as Grantees (Carol J. Brown and D. G. Brown) shall own the real property and 25% of said mineral rights for 20 years after said property is sold by Grantees.

NOTATION: This examiner is unaware of whether Carol J. Brown and/or the Estate of D. G. Brown have sold this property. If not, the 75% interest set forth above would be only as to ½ of the mineral interest i.e. 37.5% of the entire mineral interest in and under this property. In addition thereto, there are no deeds of record from Carol J. Brown and D. G. Brown reflecting that any sale of this property has taken place since the deed dated March 20, 1983 recorded in deed Book 109 at page 423 set forth above.

Even after the sale of said property, the Grantors, Darlene Ross and Dwight Ross or their heirs, successors and assigns would own 25% of the mineral rights for 20 years from the date of sale of said property. During that 20 years, the 75% interest owned by Carol J. Brown and the Estate of D. G. Brown would be 56.25%. In summary, as long as Carol J. Brown and the Estate of D. G. Brown are the owners of the above described real property, their 75% of the minerals would only reflect 75% of ½ of the minerals for a total mineral ownership of 37.5%. A copy of the deed referred to above is attached to this opinion as Exhibit A.

TAXES:

Our examination of the records of the County Treasurer of Barber County, Kansas, shows that taxes are current as of the date of this opinion.

REMARKS:

1. You should ascertain who is in possession of the above described real property and determine what right, title or interest he claims therein, as you obtain your interest in the property subject to tenant's rights.
2. You should further ascertain whether or not any repairs or improvements have been made to the property within the last four months, and if so, that all charges for labor and materials have been paid in full.
3. This opinion makes no representations as to the boundary lines of the above described real property. If you have any questions as to the boundary lines, the same should be determined by a competent surveyor.
4. This opinion makes no representations as to the current zoning of the above

Mineral Title Opinion

described real property. We further make no representations as to whether or not the current usage or any intended usage will be in compliance with applicable zoning laws. If you have any questions regarding the zoning classification of this property or the permissible uses under a specific zoning classification, you should inquire of the appropriate government officials to determine the same.

5. This opinion only covers Uniform Commercial code financing statements shown on the Abstract of Title. Ordinarily, the Abstract of Title will only list financing statements which are indexed by legal description and filed with the Register of Deeds in the County where the real estate is located. Uniform Commercial Code financing statements for certain types of personal property and fixtures are ordinarily filed with the Secretary of State in Topeka, Kansas. Upon proper application and payment of a search fee, the Secretary of State will supply you with a list of financing statements indexed by the name of the debtor.

Sincerely,

JOHNSTON, EISENHAUER, EISENHAUER
& LYNCH, LLC

By:



Robert Eisenhauer
For the Firm

RE/jh
M.T.O. - #12175

General Warranty Deed

STATE OF KANSAS, } ss.
County, }

This instrument was filed for record on the 24 day of March A.D. 1985, at 11:35 o'clock A.M., and duly recorded in Book 102 of Deeds, at page 423.

Betty Sawyer
Register of Deeds.
By _____ Deputy.

FEES
Register of Deeds, _____
for recording, \$6.00
County Clerk, for Transfer
Total, \$ _____

Entered in Transfer Record
in my office, this 24
day of March A.D., 1985.

Janice Reiser
County Clerk.
Janice Reiser Deputy

THIS INDENTURE, Made this 20th day of March

A.D., 1985, between Darlene Ross and Dwight E. Ross, her husband
of Twin Falls County, in the State of Idaho

of the first part, and Carol J. Brown and D. G. Brown, her husband
of Wichita County, in the State of Kansas

of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of One and no DOLLARS and Other Valuable Consideration ¹⁰⁰ the receipt of which is hereby acknowledged, do _____ by these presents,

Grant, Bargain, Sell, and convey unto said parties of the second part, their heirs and assigns, all the following-described real estate, situated

in Barber County and State of Kansas, to wit: An undivided one-half interest in the following: The East Half of the Northeast Quarter (E/2 NE/4) of Section 14 and the West Half of the Northwest Quarter (W/2 NW/4) of Section 13, Township 33 South, Range 10 West, Barber County, Kansas

Parties of the first part reserve 50% of the mineral rights for as long as parties of the second part shall own the above described real property and 25% of said mineral rights for 20 years if said real property is sold. SUBJECT TO: Life estate to Viola V. Hoppes.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

And said Darlene Ross and Dwight E. Ross, her husband

for themselves, their heirs, executors or administrators, do _____ hereby covenant, promise and

agree, to and with said part _____ of the second part, that at the delivery of these presents they are lawfully

seized in their own right, of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever;

and that they will warrant and forever defend the same unto said parties of the second part,

their heirs and assigns, against said parties of the first part, their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said part ies of the first part have hereunto set their hands, the day and year first above written.

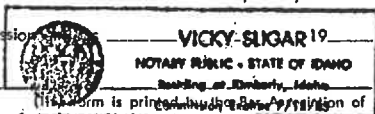
Darlene Ross
Darlene Ross
Dwight E. Ross
Dwight E. Ross

STATE OF ~~KANSAS~~ IDAHO, TWIN FALLS COUNTY, ss.

BE IT REMEMBERED, That on this 20th day of March, 1985, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Darlene Ross and Dwight E. Ross, her husband who are _____ personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

My commission

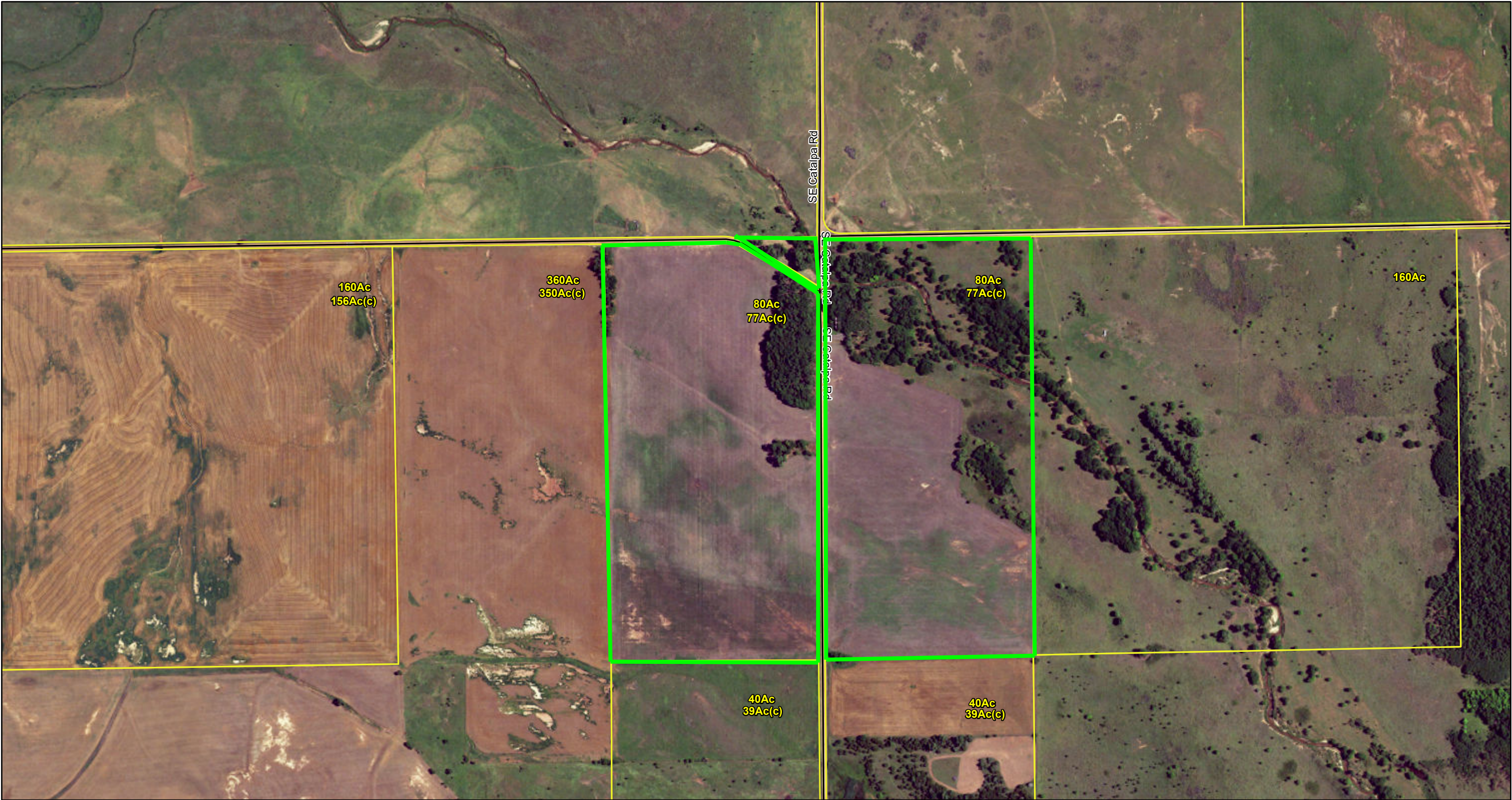


Vicky Sugar
Notary Public.

002-G

(This form is printed under the authority of the State of Kansas solely for the use of its Members)

78.1 and 78.7 acres on SE Crooked Post, Barber County, KS - No Zoning



1/6/2023, 2:09:38 PM

Parcels

Acreage

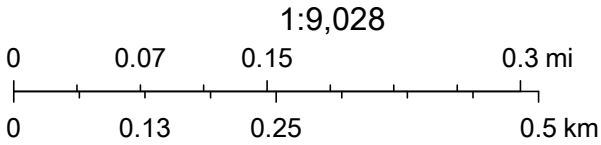
Red: Band_1

RoadCenterline

FSA_NAIP_2021_Color

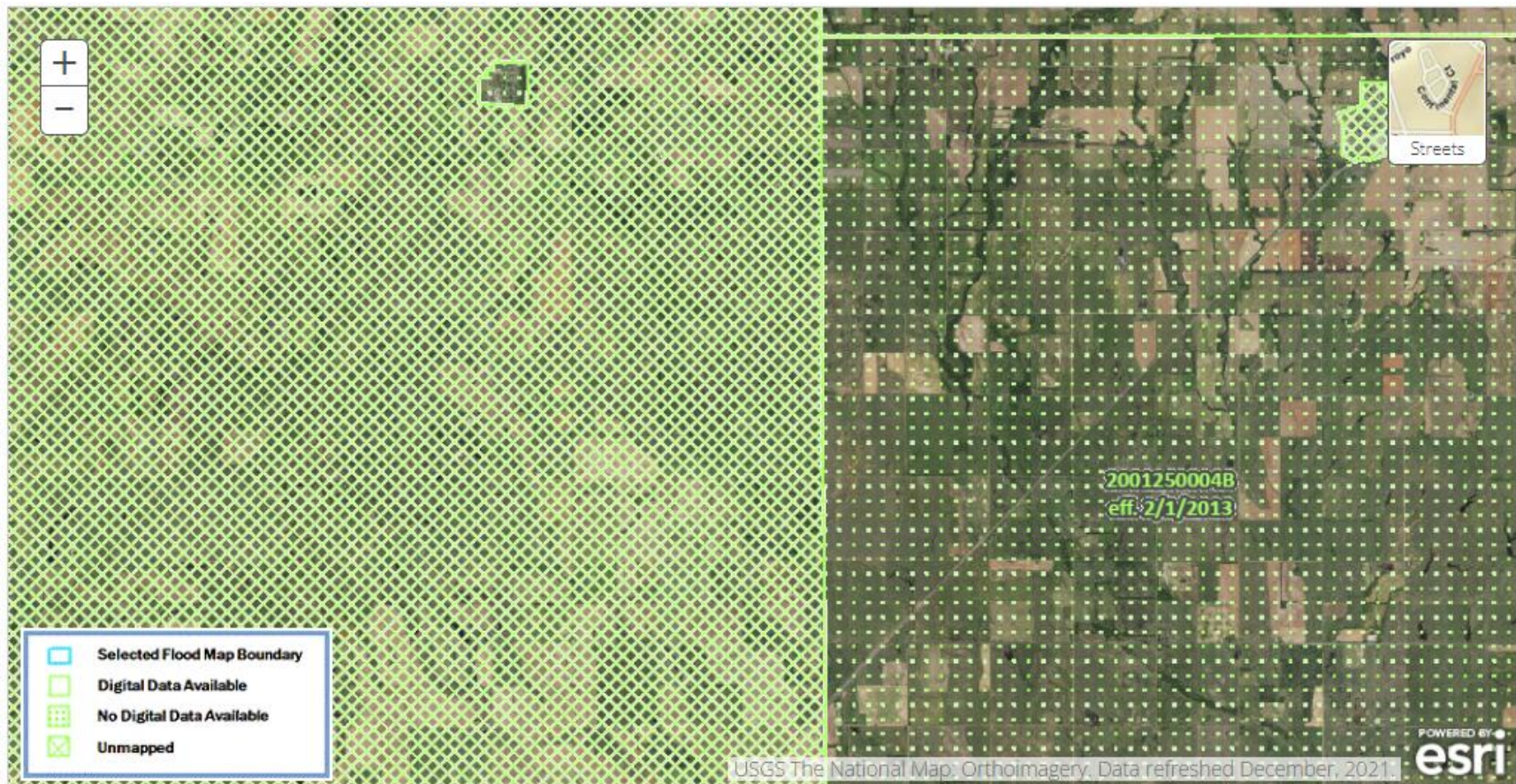
Green: Band_2

Blue: Band_3

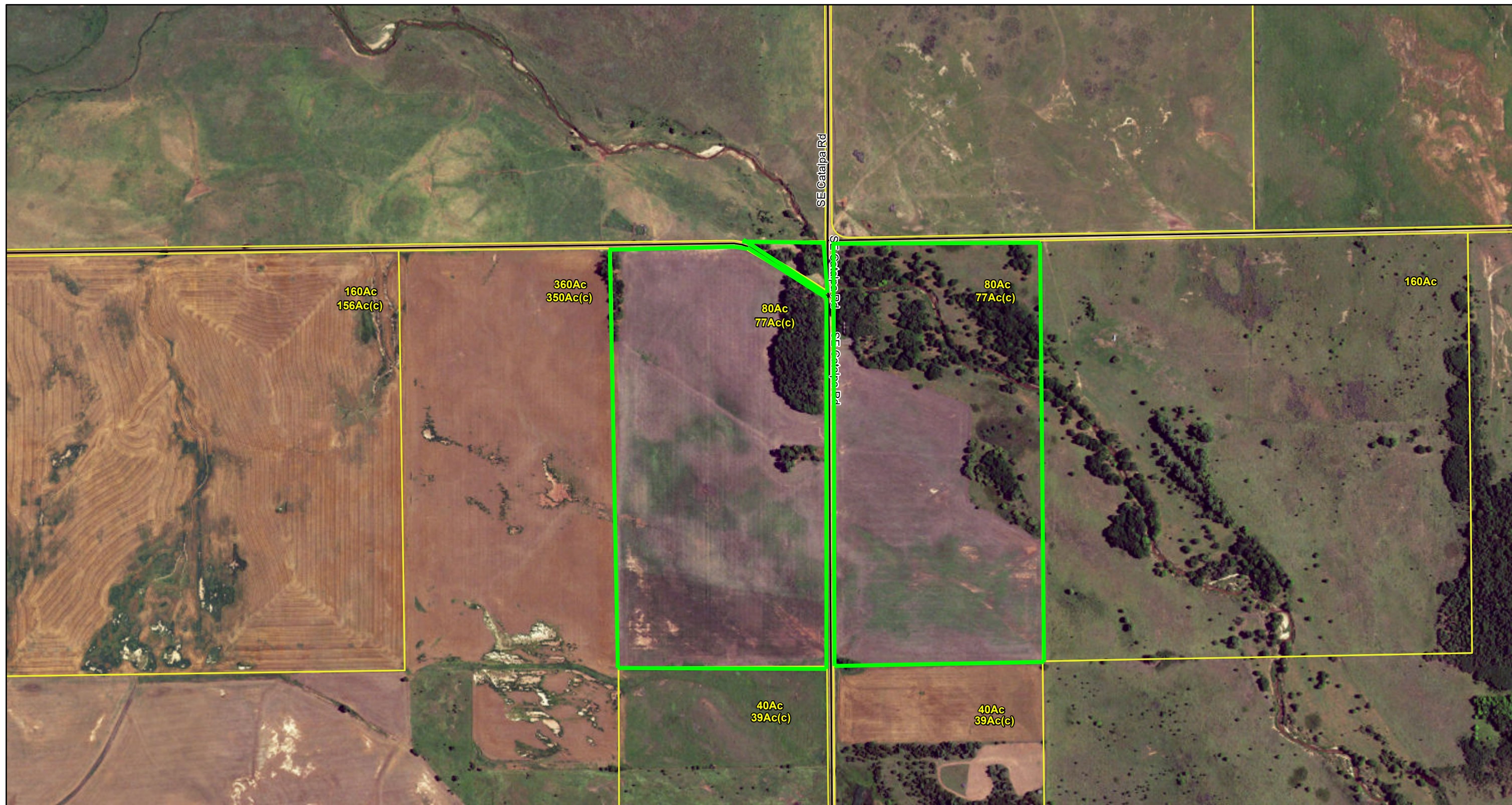


FSA, USDA, , Maxar

78.1 and 78.7 acres on SE Crooked Post, Barber County, KS - Flood Map



78.1 and 78.7 acres on SE Crooked Post, Barber County, KS - Aerial

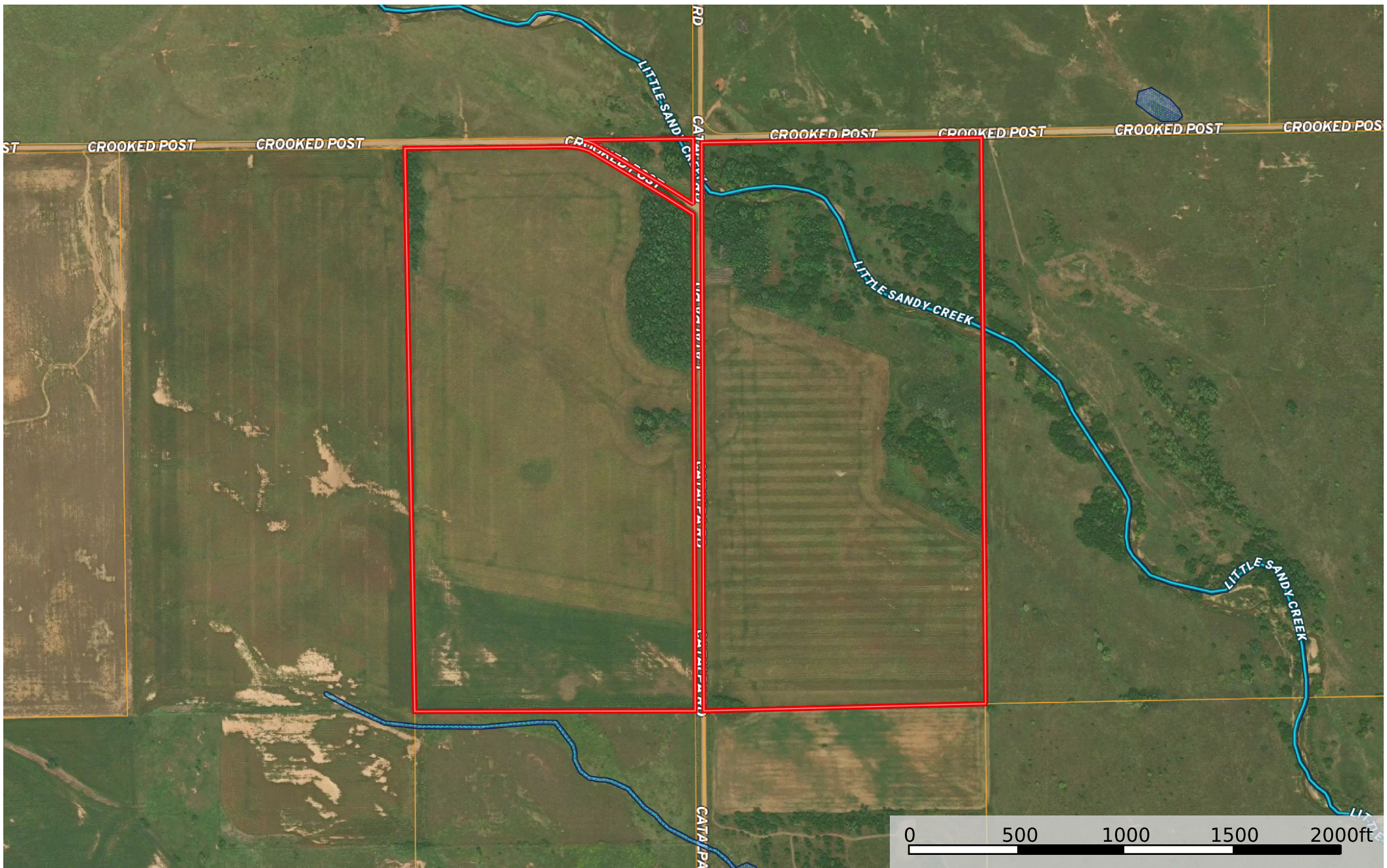


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Parcels RoadCenterline Green: Band_2
Acreage FSA_NAIP_2021_Color Blue: Band_3
Red: Band_1

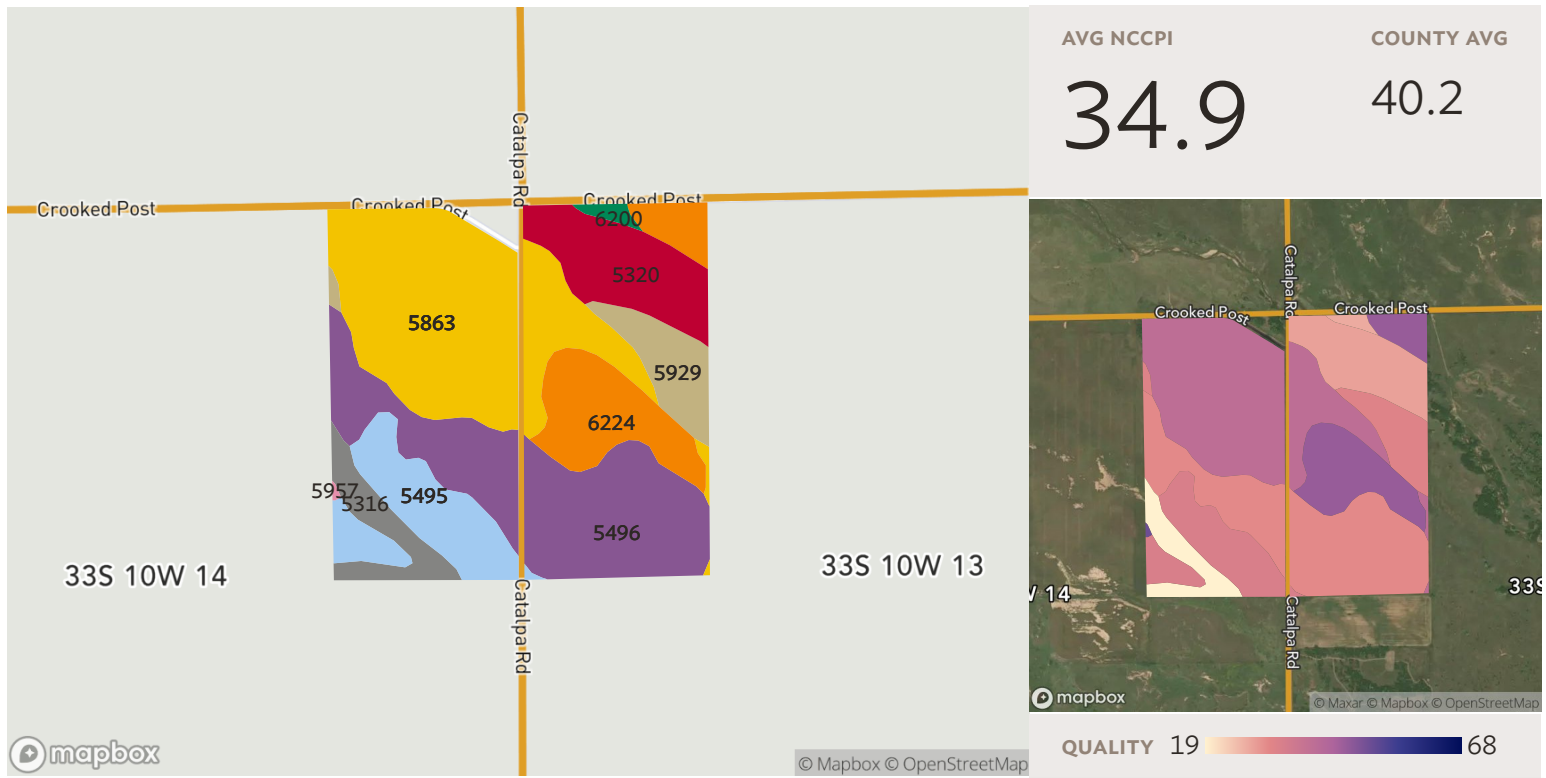
1:9,028
0 0.07 0.15 0.3 mi
0 0.13 0.25 0.5 km

FSA, USDA, , Maxar



2 fields, 155 acres in Barber County, KS

TOWNSHIP/SECTION 33S 10W – 13, 14



All fields

Source: NRCS Soil Survey

155 ac.

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
5863	Attica loamy fine sand, 1 to 3 percent slopes	49.08	31.7%	3	39.7
5496	Woodward-Quinlan complex, 3 to 5 percent slopes	39.74	25.6%	3	30.8
6224	Canadian fine sandy loam, 0 to 1 percent slopes, rarely flooded	18.02	11.6%	1	45.8
5495	Woodward-Quinlan loams, 1 to 3 percent slopes	16.14	10.4%	3	33.5
5320	Kanza soils, frequently flooded	15.42	9.9%	5	28.1
5929	Pratt loamy fine sand, 5 to 12 percent slopes	8.59	5.5%	4	32.1
5316	Clairemont soils, saline, channeled, frequently flooded	6.89	4.4%	5	18.1
6200	Aline-Derby fine sands, 5 to 12 percent slopes	0.95	0.6%	6	26.9
5957	Shellabarger sandy loam, 3 to 6 percent slopes	0.11	0.1%	3	50.4

2 fields, 155 acres in Barber County, KS

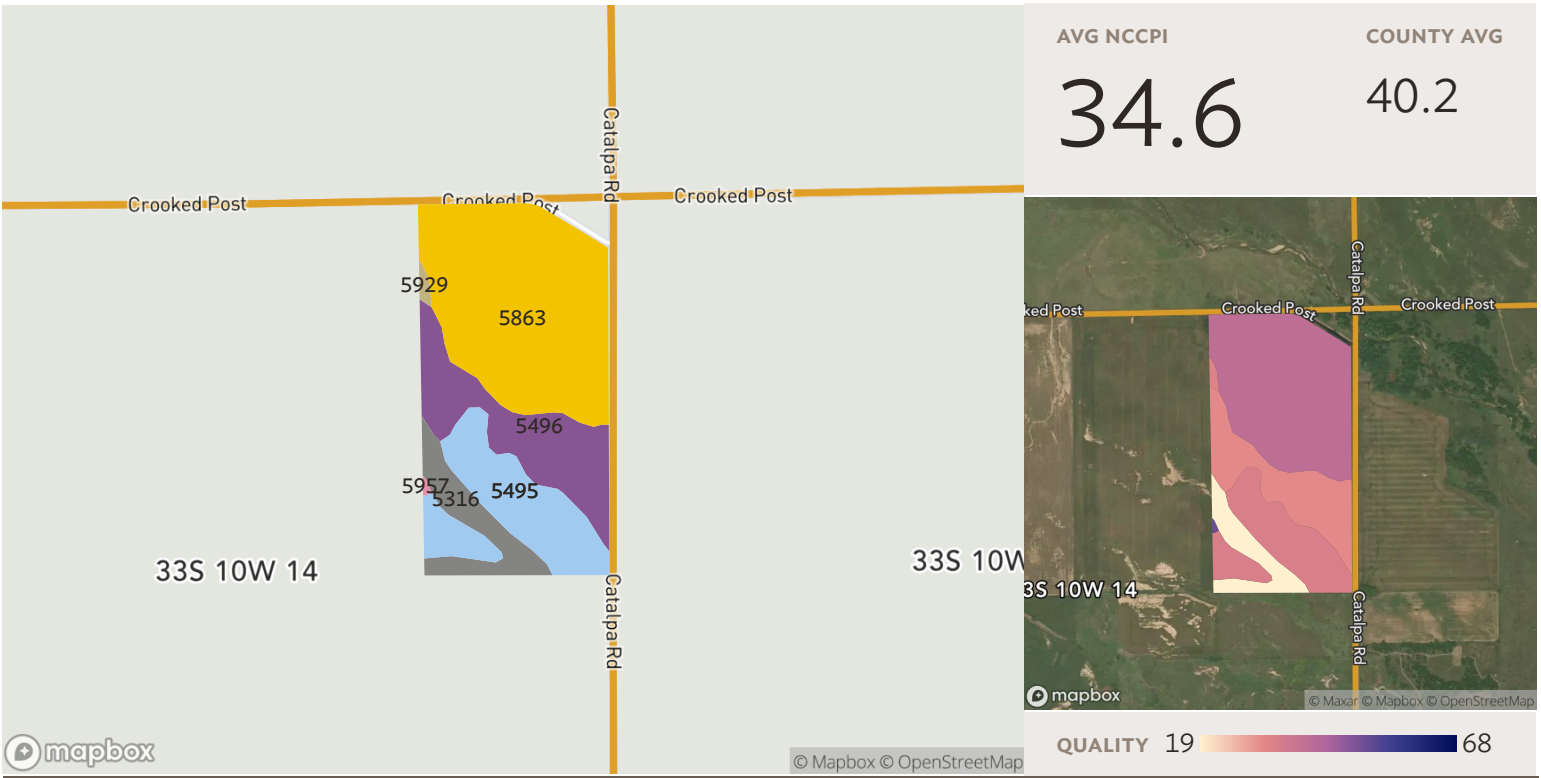
TOWNSHIP/SECTION 33S 10W – 13, 14

154.95

34.9

2 fields, 155 acres in Barber County, KS

TOWNSHIP/SECTION 33S 10W – 13, 14

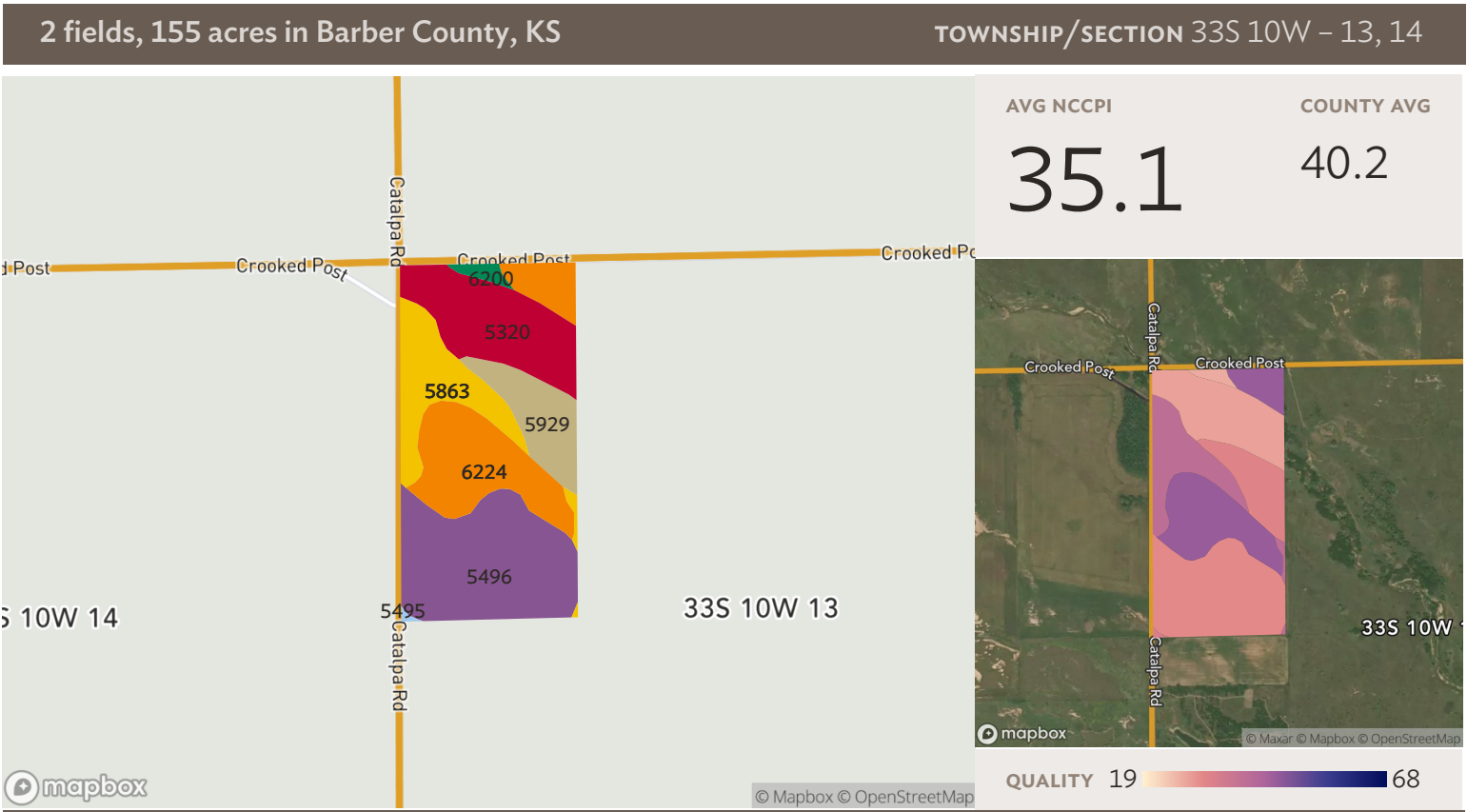


Field 1

Source: NRCS Soil Survey

77 ac.

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
5863	Attica loamy fine sand, 1 to 3 percent slopes	37.88	49.3%	3	39.7
5495	Woodward-Quinlan loams, 1 to 3 percent slopes	15.99	20.8%	3	33.5
5496	Woodward-Quinlan complex, 3 to 5 percent slopes	15.58	20.3%	3	30.8
5316	Clairemont soils, saline, channeled, frequently flooded	6.89	9.0%	5	18.1
5929	Pratt loamy fine sand, 5 to 12 percent slopes	0.42	0.5%	4	32.1
5957	Shellabarger sandy loam, 3 to 6 percent slopes	0.11	0.1%	3	50.4
76.87					34.6



Field 2

Source: NRCS Soil Survey

78 ac.

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
5496	Woodward-Quinlan complex, 3 to 5 percent slopes	24.17	31.0%	3	30.8
6224	Canadian fine sandy loam, 0 to 1 percent slopes, rarely flooded	18.02	23.1%	1	45.8
5320	Kanza soils, frequently flooded	15.42	19.7%	5	28.1
5863	Attica loamy fine sand, 1 to 3 percent slopes	11.19	14.3%	3	39.7
5929	Pratt loamy fine sand, 5 to 12 percent slopes	8.18	10.5%	4	32.1
6200	Aline-Derby fine sands, 5 to 12 percent slopes	0.95	1.2%	6	26.9
5495	Woodward-Quinlan loams, 1 to 3 percent slopes	0.15	0.2%	3	33.5
78.08					35.1

2 fields, 155 acres in Barber County, KS

TOWNSHIP/SECTION 33S 10W – 13, 14



All fields

155 ac.



2021



2020



2019

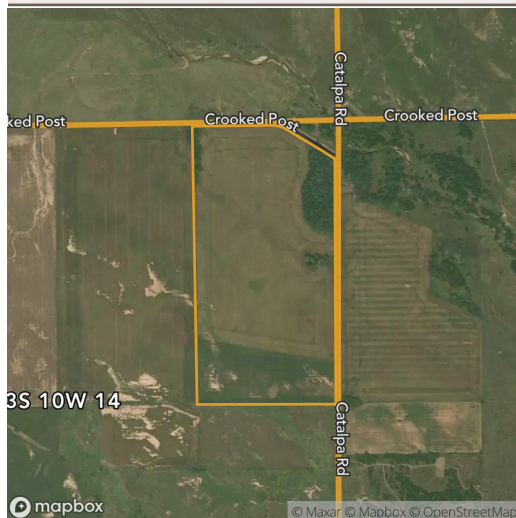


2018



2017

Grass/Pasture	28.5%	35.4%	33.1%	38.1%	37.4%
Soybeans	51.9%	1.1%	0.7%	52.4%	0.1%
Winter Wheat	1.8%	4.0%	55.1%	0.8%	52.4%
Sorghum	9.8%	17.3%	1.0%	2.8%	–
Crop Undetermined	0.6%	34.8%	1.6%	0.1%	0.4%
Other	7.4%	7.3%	8.5%	5.7%	9.8%



Field 1

77 ac.



2021



2020



2019



2018

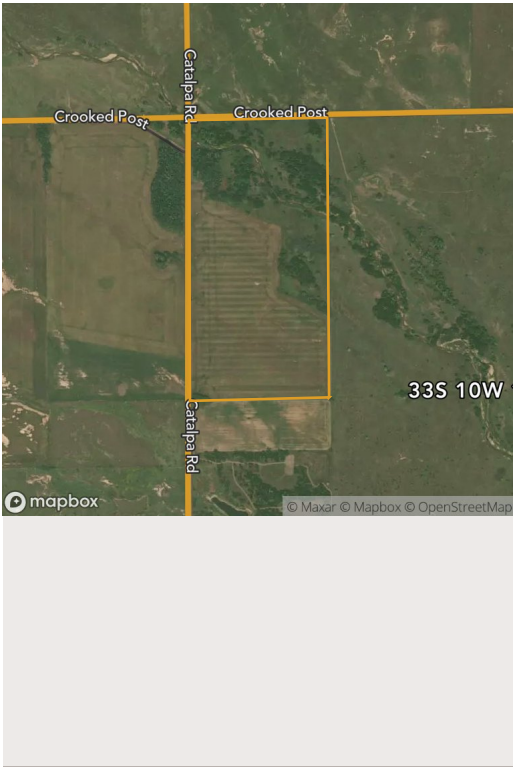


2017

Soybeans	61.6%	2.3%	1.0%	60.9%	–
Grass/Pasture	14.0%	20.0%	21.2%	28.5%	24.7%
Winter Wheat	2.9%	6.2%	64.8%	1.4%	66.6%
Sorghum	12.5%	24.7%	1.2%	3.5%	–
Crop Undetermined	1.3%	36.8%	2.4%	–	0.9%
Non-Cropland	4.7%	6.9%	5.3%	3.2%	3.3%
Other	3.1%	3.2%	4.1%	2.5%	4.5%

2 fields, 155 acres in Barber County, KS

TOWNSHIP/SECTION 33S 10W – 13, 14



Field 2

78 ac.



2021



2020



2019



2018



2017

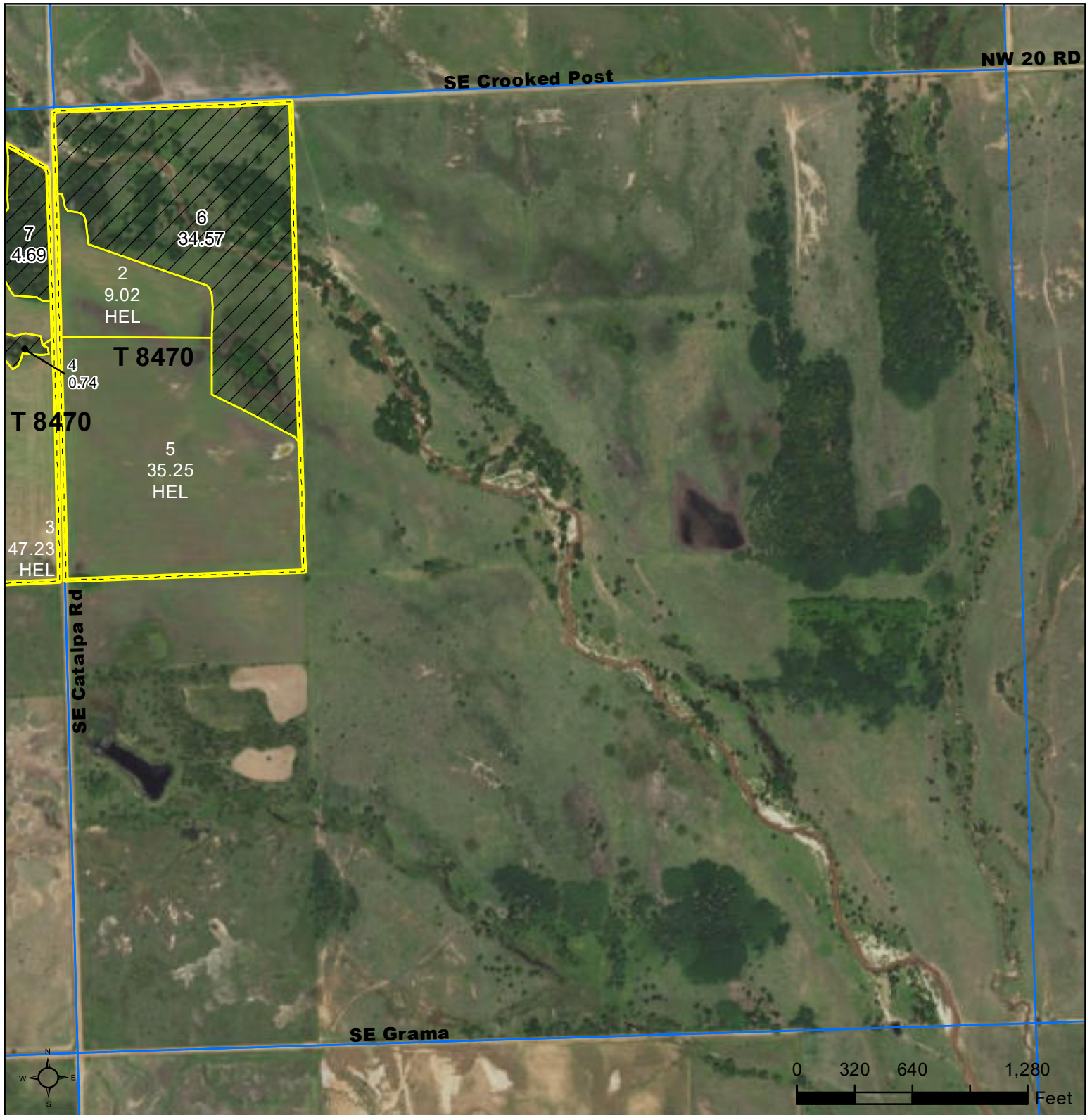
Grass/Pasture	42.9%	50.6%	44.9%	47.6%	49.9%
Soybeans	42.3%	–	0.3%	44.1%	0.1%
Crop Undetermined	–	32.9%	0.9%	0.3%	–
Winter Wheat	0.7%	1.9%	45.5%	0.1%	38.3%
Sorghum	7.1%	10.1%	0.9%	2.2%	–
Double Crop	–	–	–	–	6.5%
Other	7.0%	4.5%	7.6%	5.7%	5.1%

Source: NASS Cropland Data Layer



United States
Department of
Agriculture

Barber County, Kansas



Common Land Unit

Tract Boundary

PLSS

Non-Cropland

Cropland

Wetland Determination Identifiers

Restricted Use

Limited Restrictions

Exempt from Conservation Compliance Provisions

Unless noted on field:

- | | |
|-----------------------------|--------------------------------|
| 1/ All Wheat HRW, NI, GR | 6/ Grass SMO, NI, FG |
| 2/ All Sorghum GRS, NI, GR | 7/ Alfalfa, NI, FG |
| 3/ All Corn YEL, NI GR | 8/ Sorghum Forage Cane, NI, FG |
| 4/ All Soybeans COM, NI, GR | 9/ Cotton, NI, GR |
| 5/ Grass NAG, NI, GZ | |

Tract Cropland Total: 114.49 acres

2023 Program Year

Map Created October 13, 2022

Farm 2506

Tract 8470

13-33-10

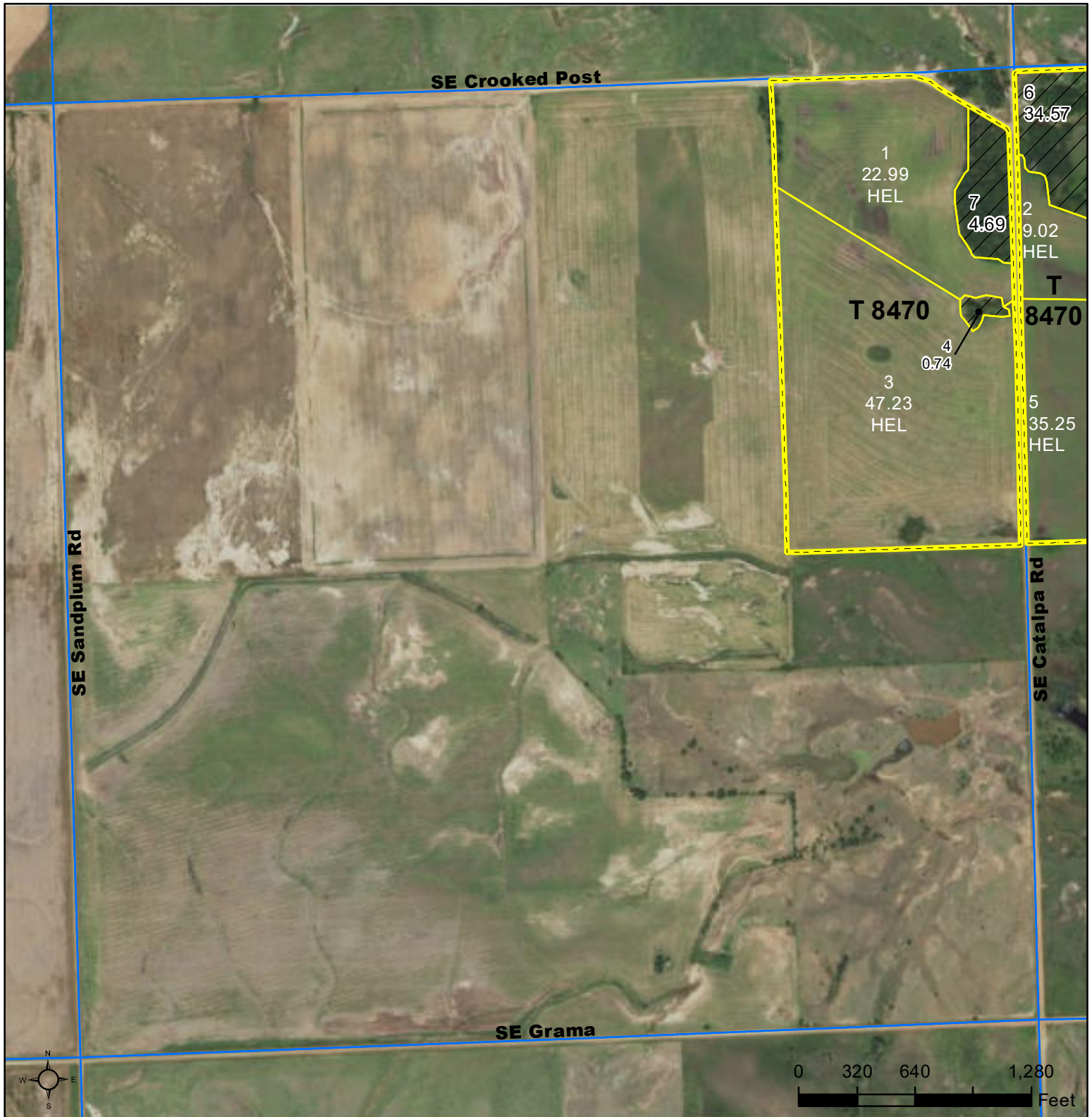
Displayed over 2021 NAIP

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



United States
Department of
Agriculture

Barber County, Kansas



Common Land Unit

- Non-Cropland
- Cropland

Wetland Determination Identifiers

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

- Tract Boundary
- PLSS

Unless noted on field:

- | | |
|-----------------------------|--------------------------------|
| 1/ All Wheat HRW, NI, GR | 6/ Grass SMO, NI, FG |
| 2/ All Sorghum GRS, NI, GR | 7/ Alfalfa, NI, FG |
| 3/ All Corn YEL, NI GR | 8/ Sorghum Forage Cane, NI, FG |
| 4/ All Soybeans COM, NI, GR | 9/ Cotton, NI, GR |
| 5/ Grass NAG, NI, GZ | |

Tract Cropland Total: 114.49 acres

2023 Program Year

Map Created October 13, 2022

Farm **2506**
Tract **8470**

14-33-10

Displayed over 2021 NAIP

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

TERMS AND CONDITIONS

1. Any person who registers or bids at this auction (the “Bidder”) agrees to be bound by these Terms and Conditions and any auction announcements. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
2. Auction announcements or postings take precedence over anything previously stated or printed, including these Terms and Conditions. In the event of a conflict between these Terms and Conditions and any other rules, terms, or agreements governing the use of the online bidding platform, these Terms and Conditions govern.
3. The real estate offered for sale at auction (the “Real Estate”) is legally described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy Real Estate & Auction, LLC (“McCurdy”) at Bidder’s request.
4. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, “as is where is” condition and is accepted by Bidder without any expressed or implied warranties or representations from the owner of the Real Estate (the “Seller”) or McCurdy, including, but not limited to, the following: the condition of the Real Estate; the Real Estate’s suitability for any or all activities or uses; the Real Estate’s compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate’s compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder’s own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder’s responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has been provided an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder’s own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.
5. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate.
6. It is the sole responsibility of Bidder to monitor McCurdy’s website with respect to any updates or information regarding any Real Estate on which Bidder is bidding. Bidder acknowledges that information regarding the Real Estate may be updated or changed on McCurdy’s website at any time prior to the conclusion of bidding and that Bidder has timely reviewed the Real Estate information or assumes the risk of not having done so.

7. Once submitted, a bid cannot be retracted.
8. There will be a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.
9. The Real Estate is not offered contingent upon financing.
10. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of cash, check, or immediately available, certified funds and in the amount set forth by McCurdy, by 4:00 p.m. (CST) on the business day following the auction. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by Seller and Bidder.
11. These Terms and Conditions, especially as they relate to the qualifications of potential bidders, are designed for the protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole discretion of Seller or McCurdy, exceptions to certain Terms and Conditions may be made.
12. In the event Bidder is the successful bidder at the auction, Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. In the event that Bidder is the successful bidder but fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.
13. It is the responsibility of Bidder to make sure that McCurdy is aware of Bidder's attempt to place a bid. McCurdy disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. McCurdy is not responsible for errors in bidding and Bidder releases and waives any claims against McCurdy for bidding errors.
14. Bidder authorizes McCurdy to film, photograph, or otherwise record the auction or components of the auction process and to use those films, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
15. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy by returning the completed Broker Registration Form no later than 5 p.m. on the business day prior to the either the auction or scheduled closing time for an online auction, as the case may be. The Broker Registration Form is available on McCurdy's website.
16. McCurdy is acting solely as agent for Seller and not as an agent for Bidder. McCurdy is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will McCurdy be liable to Bidder for any damages, including incidental or consequential damages, arising out of or related to this auction, the Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale.
17. Neither Seller nor McCurdy, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the Real Estate. Any person entering on the premises assumes any and



all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any “invitee” relationship and are not responsible for any defects or dangerous conditions on the Real Estate, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.

18. McCurdy has the right to establish all bidding increments.
19. McCurdy may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
20. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
21. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
22. These Terms and Conditions are binding on Bidder and on Bidder’s partners, representatives, employees, successors, executors, administrators, and assigns.
23. Bidder warrants and represents that they are at least 18 years of age and are fully authorized to bid.
24. 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.
25. 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.
26. 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.
27. 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.

28. 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.
29. 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.
30. 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.
31. 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)*

