



1763 Overland Rd. | McPherson, KS 67460

AUCTION: BIDDING OPENS: Tues, May 23rd @ 2:00 PM

BIDDING CLOSING: Thurs, June 1st @ 2:00 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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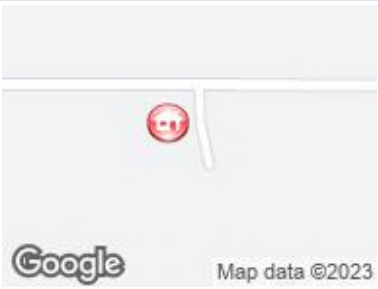
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Real Estate & Auction, LLC. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or McCurdy was obtained from a variety of sources and seller and McCurdy have not made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid.

ALL FIELDS CUSTOMIZABLE



MLS # 624984
Status Active
Contingency Reason
Area SCKMLS
Address 1763 Overland Rd.
City McPherson
Zip 67460
Asking Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms 4
Total Bedrooms 4.00
AG Full Baths 2
AG Half Baths 0
Total Baths 2
Garage Size 4+
Basement Yes - Unfinished
Levels 2 Story
Approximate Age 81+ Years
Acreage 10.01 or More

Approx. AGLA 2097
AGLA Source Court House
Approx. BFA 0.00
BFA Source Court House
Approx. TFLA 2,097
Lot Size/SqFt 1302444
Number of Acres 29.90

GENERAL

List Agent - Agent Name and Phone Megan Rae Niedens - OFF: 316-683-0612
List Office - Office Name and Phone McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600
Co-List Agent - Agent Name and Phone Andrew Jones - CELL: 316-323-2790
Co-List Office - Office Name and Phone McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600
Showing Phone 1-888-874-0581
Year Built 1919
Parcel ID 05913-10100000001000
School District Mcpherson School District (USD 418)
Elementary School Eisenhower
Middle School McPherson
High School McPherson
Subdivision NONE LISTED ON TAX RECORD
Legal
List Date 4/5/2023
Display Address Yes
Sub-Agent Comm 0
Buyer-Broker Comm 3
Transact Broker Comm 3
Variable Comm Non-Variable
Days On Market 40
Input Date 5/15/2023 2:45 PM
Update Date 5/15/2023
Status Date 5/15/2023
Price Date 5/15/2023

Master Bedroom Level Main
Master Bedroom Dimensions 14.10 x 11
Master Bedroom Flooring Wood
Living Room Level Main
Living Room Dimensions 28.5 x 13
Living Room Flooring Wood
Kitchen Level Main
Kitchen Dimensions 14.9 x 11.2
Kitchen Flooring Laminate - Other
Room 4 Type Bedroom
Room 4 Level Upper
Room 4 Dimensions 11.3 x 14.9
Room 4 Flooring Wood
Room 5 Type Bedroom
Room 5 Level Upper
Room 5 Dimensions 11.5 x 10.2
Room 5 Flooring Wood
Room 6 Type Bedroom
Room 6 Level Upper
Room 6 Dimensions 9.6 x 12.8
Room 6 Flooring Wood
Room 7 Type Dining Room
Room 7 Level Main
Room 7 Dimensions 11.6 x 15
Room 7 Flooring Wood
Room 8 Type Laundry
Room 8 Level Main
Room 8 Dimensions 14.8 x 4.6
Room 8 Flooring Carpet
Room 9 Type Storage
Room 9 Level Main
Room 9 Dimensions 7.6 x 5.1
Room 9 Flooring
Room 10 Type Garage Space 1
Room 10 Level Main
Room 10 Dimensions 80 x 40
Room 10 Flooring
Room 11 Type Workshop
Room 11 Level Main
Room 11 Dimensions 30 x 30
Room 11 Flooring

Room 12 Type	Workshop
Room 12 Level	Main
Room 12 Dimensions	12 x 24
Room 12 Flooring	

DIRECTIONS

Directions (McPherson) I-135 & Pawnee Rd. - East to 18th Ave, South to Overland Rd., West to Property.

FEATURES

ARCHITECTURE

Traditional

EXTERIOR CONSTRUCTION

Frame

ROOF

Composition

LOT DESCRIPTION

Corner

Wooded

FRONTAGE

Unpaved Frontage

EXTERIOR AMENITIES

Ag Outbuilding(s)

Corral

Deck

Fence-Other/See Remarks

Guttering

Hot Tub

RV Parking

Security Light

Storage Building(s)

Storm Door(s)

Storm Windows/Ins Glass

Outbuildings

GARAGE

Attached

Detached

FLOOD INSURANCE

Unknown

UTILITIES

Septic

Propane Gas

Rural Water

BASEMENT / FOUNDATION

Partial

Std Bsmt Window no-egress

BASEMENT FINISH

None

COOLING

Central

Electric

HEATING

Forced Air

Propane-Owned

DINING AREA

Formal

FIREPLACE

One

Living Room

Gas

KITCHEN FEATURES

Electric Hookup

Laminate Counters

APPLIANCES

Dishwasher

Microwave

Refrigerator

Range/Oven

MASTER BEDROOM

Master Bdrm on Main Level

LAUNDRY

Main Floor

Separate Room

220-Electric

INTERIOR AMENITIES

Ceiling Fan(s)

Fireplace Doors/Screens

Hardwood Floors

Window Coverings-Part

POSSESSION

At Closing

PROPOSED FINANCING

Other/See Remarks

WARRANTY

No Warranty Provided

OWNERSHIP

Individual

PROPERTY CONDITION REPORT

No

DOCUMENTS ON FILE

Lead Paint

SHOWING INSTRUCTIONS

Appt Req-Call Showing #

LOCKBOX

None

TYPE OF LISTING

Excl Right w/o Reserve

AGENT TYPE

Sellers Agent

FINANCIAL

Assumable Y/N	No
Currently Rented Y/N	No
Rental Amount	
General Property Taxes	\$2,407.92
General Tax Year	2022
Yearly Specials	\$105.00
Total Specials	\$105.00

HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Home Warranty Purchased	Unknown
Earnest \$ Deposited With	Security 1st Title

REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, May 23rd, 2023 at 2 PM (cst) | BIDDING CLOSING: Thursday, June 1st, 2023 at 2 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!!! 4-bedroom, 2-bathroom home on nearly 30 acres in McPherson, Kansas! This wooded lot sits at the Southwest corner of Overland Rd and 18th Ave, the perfect place for country living. Two-story home Features: Attached two-car garage Deck Living room with a brick gas fireplace Formal dining room Kitchen with a refrigerator, oven, dishwasher, and microwave 4 Bedrooms 2 Bathroom Laundry room Unfinished partial basement Exterior Features: Impressive 1,675 +/- square foot detached six-car garage with RV parking available! 40 X 80 farm utility building 30 x30 farm utility storage shed 12 x 24 storage shed 12 x 18 tool sheds 24 x 24-grain silo This property has so much to offer whether you are an equestrian, farmer, outdoorsman, or just looking for that peaceful country living! *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 of \$25,000.

AUCTION

Type of Auction Sale	Reserve
Auction Location	www.mccurdy.com
Auction Date	5/23/2023
Broker Registration Req	Yes
Premium Amount	0.10
Earnest Amount %/\$	25,000.00
1 - Open/Preview Date	
1 - Open End Time	

Method of Auction	Online Only
Auction Offering	Real Estate Only
Auction Start Time	2:00 PM
Buyer Premium Y/N	Yes
Earnest Money Y/N	Yes
1 - Open for Preview	
1 - Open Start Time	

TERMS OF SALE

Terms of Sale

ADDITIONAL PICTURES





DISCLAIMER

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 2023 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

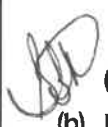
Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

 (ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

 (ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

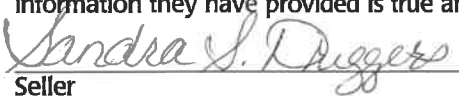
(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f)  Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.


Seller

Date

Seller

Date

Purchaser

Date

Purchaser

Date


Agent

Date

Agent

Date



McCurdy
REAL ESTATE & AUCTION

WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 1763 Overland Rd. - McPherson, KS 67460

DOES THE PROPERTY HAVE A WELL? YES X NO _____

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

Location of Well: Not operational - East of Driveway, North of house

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

If yes, what type? Septic X Lagoon _____

Location of Lagoon/Septic Access: West of home

Sandra S. Diggers
Owner

4/5/2023
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>



AVERAGE MONTHLY UTILITIES

MISCELLANEOUS INFORMATION

Property Address: 1763 Overland Rd. - McPherson, KS 67460 (the "Real Estate")

Please provide below, to the best of your knowledge, the requested information related to the Real Estate.

	Utility Provider Company	12 Month Avg
Electric:	<u>Board of Public Utilities</u>	<u></u>
Water & Sewer:	<u>McPherson RWB #4, Septic</u>	<u></u>
Gas Propane:	<u>Propane</u>	<u></u>
If propane, is tank owned or leased? ☒ Owned ☐ Leased		
If leased, please provide company name and monthly lease amount:		
<u></u>		<u></u>

Appliances that Transfer:	Refrigerator?	Yes ☒	No ☐	Washer?	Yes ☐	No ☒
	Dishwasher?	Yes ☒	No ☐	Dryer?	Yes ☐	No ☒
	Stove/Oven?	Yes ☒	No ☐	Other?	<u></u>	
	Microwave?	Yes ☒	No ☐	<u></u>		

Homeowners Association: Yes No ☒

Dues Amount: NA Yearly Monthly Quarterly

Initiation Fee: NA

Are there any permanently attached items that will not transfer with the Real Estate (e.g. projector, chandelier, etc.)? None

Information provided has been obtained from a variety of sources. McCurdy has not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness.



Abbreviated 156 Farm Record

Operator Name :
CRP Contract Number(s) : None
Recon ID : 20-113-2011-151
Transferred From : None
ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
31.36	0.00	0.00	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland		Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	0.00		0.00		0.00	0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	None

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
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NOTES

Tract Number : 14219

Description : 31 AC N/2 N/2 NE/4 1-19-3
FSA Physical Location : KANSAS/MCPHERSON
ANSI Physical Location : KANSAS/MCPHERSON
BIA Unit Range Number :
HEL Status : HEL determinations not completed for all fields on the tract
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners :
Other Producers : None
Recon ID : 20-113-2011-150

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
31.36	0.00	0.00	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

KANSAS
MCPHERSON

Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 13230

Prepared : 4/24/23 8:56 AM CST

Crop Year : 2023

DCP Crop Data

Tract 14219 Continued ...

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
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NOTES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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United States Department of Agriculture
Farm Service Agency

McPherson County, KS

Shares:

2023 Crop Year
Farm: 13230
Tract: 14219

- | | |
|-------------------------|---------------------------|
| 1/ WHEAT, HRW, NI, GR | 40/ SOYBEANS, NI, GR |
| 5/ TRICL, NI, GZ | 42/ SOYBEANS, NI, GR (DC) |
| 8/ RYE, NI, GZ | 46/ MIXFG/LGG, NI, GZ |
| 12/ MILLET, NI, FG | 48/ MIXFG/MSG, NI, GZ |
| 13/ OATS, SPR, NI, GR | 57/ GRASS, SMO, NI, GZ |
| 16/ SUNFLWR/NON, NI, GR | 58/ GRASS, SMO, NI, FG |
| 20/ CORN, YEL, NI, GR | 59/ GRASS, NAG, NI, GZ |
| 28/ ALFALFA, NI, FG | 60/ GRASS, NAG, NI, FG |
| 30/ MILO, NI, GR | 70/ IDLE |
| 33/ SORGHUM, NI, FG | 75/ CVR/CEREAL, NI |
| 34/ SORGHUM, NI, SG | 77/ CVR/MIX, NI |

All NI, unless noted otherwise on map

Disclaimer: 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 wetland boundaries and determinations, or contact NRCS.

1:4,276



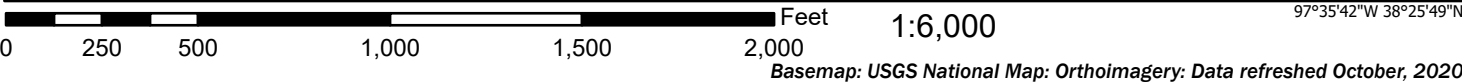
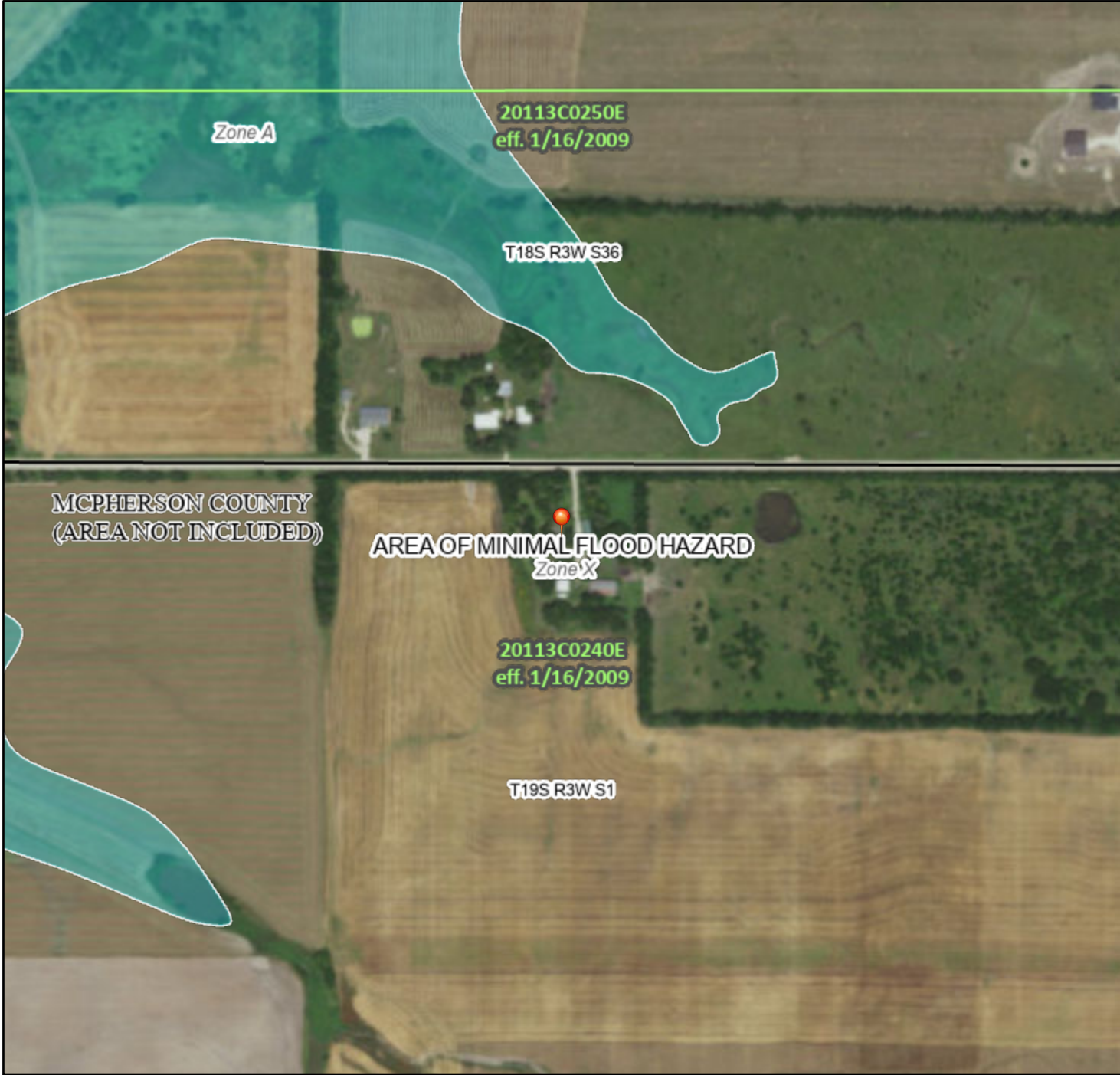
1763 Overland Rd, McPherson, KS 67460 - Zoning A-1 Agricultural District



National Flood Hazard Layer FIRMMette



97°36'20"W 38°26'17"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 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect 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 **3/6/2023 at 12:00 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.

1763 Overland Rd, McPherson, KS 67460 - Aerial



1 field, 30 acres in McPherson County, KS

TOWNSHIP/SECTION 19S 3W – 1

COUNTY AVG(\$/AC.)

N/A

AVG NCCPI

52.8

COUNTY AVG

59.8



ECONOMIC ATTRIBUTES

McPherson County is a high tax county.
This land is in a low livestock demand area.

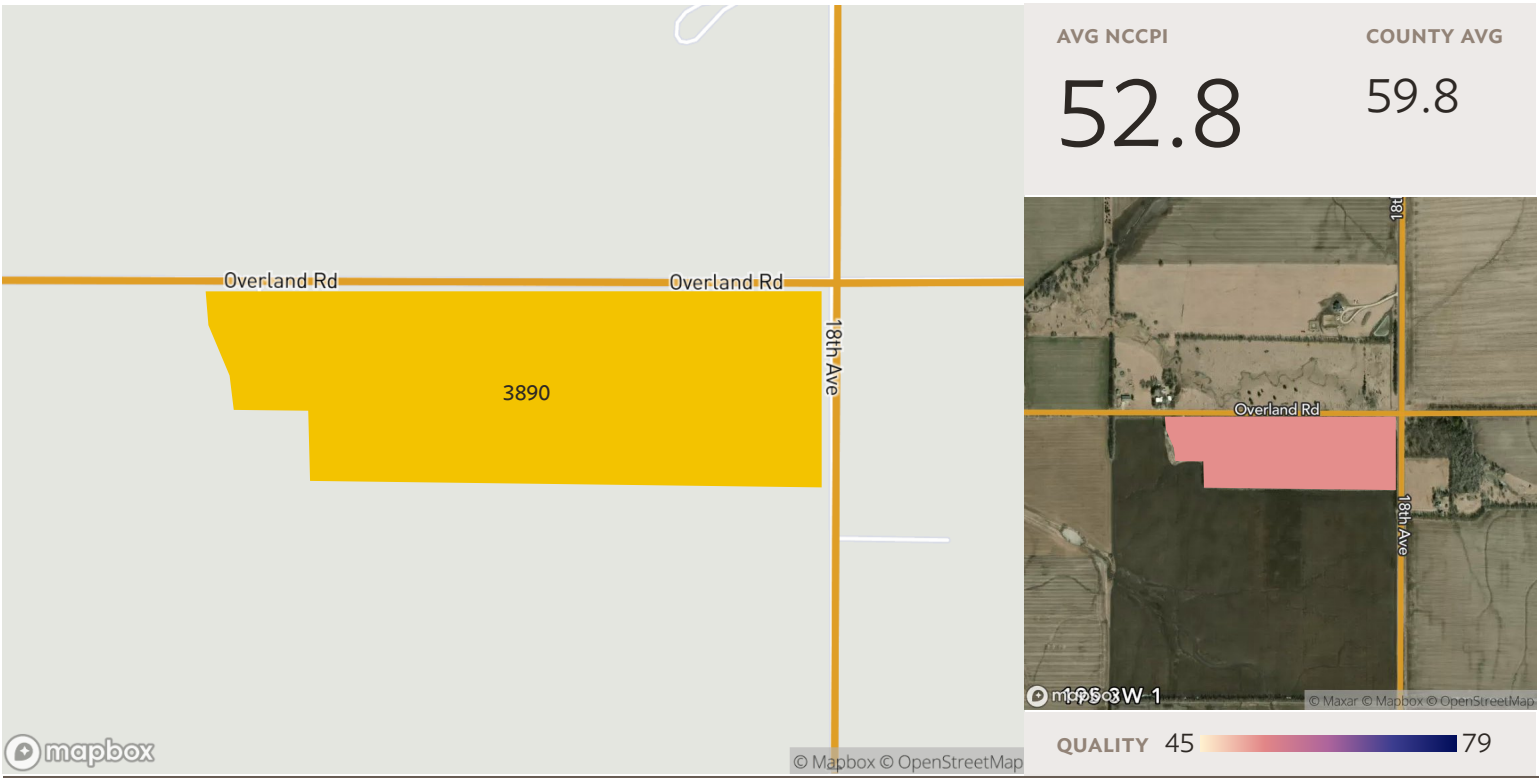
PHYSICAL ATTRIBUTES

Annual Precipitation: 31.97 inches
Annual GDD: 3757

	FIELD	ACRES	SLOPE	2021 CROPS	AVG NCCPI	COUNTY AVG. (\$/AC.)
	all 	29.91	1.02%	91% Grass/Pasture, 4% Other, 4% Non-Cropland, 1% Winter Wheat	52.8	N/A

1 field, 30 acres in McPherson County, KS

TOWNSHIP/SECTION 19S 3W – 1



All fields

Source: NRCS Soil Survey

30 ac.

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
3890	Ladysmith silty clay loam, 0 to 1 percent slopes	29.91	100.0%	2	52.8
		29.91			52.8

1 field, 30 acres in McPherson County, KS

TOWNSHIP/SECTION 19S 3W – 1



Legend

- SPECIAL FLOOD HAZARD AREAS

High flood risk

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

Moderate flood risk

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

Areas with Reduced Flood Risk due to Levee Zone X

Areas with Flood Risk due to Levee Zone X
- OTHER AREAS

Area of Minimal Flood Hazard Zone X

Area of Undetermined Flood Hazard Zone D

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

*** HIGH FLOOD RISK** - areas with a 1% annual chance or greater of flooding, also referred to as base flood zones or 100-year flood zones. Classified as Special Flood Hazard Areas (SFHAs) by FEMA. **MODERATE FLOOD RISK** - areas in between the limits of the 1% annual and the 0.2% annual (or 500-year) flood zones. **MINIMAL FLOOD RISK** - areas that are above the 500-year flood zones. **UNDETERMINED FLOOD RISK** - areas where flood analysis has not been conducted.

Source: FEMA National Flood Hazard Layer

All fields

30 ac.

FLOOD ZONE	FLOOD RISK*	FLOOD ZONE SUBTYPE	ACRES	PERCENTAGE OF FIELD
X	MINIMAL	AREA OF MINIMAL FLOOD HAZARD	29.91	100.0%
			29.91	

1 field, 30 acres in McPherson County, KS

TOWNSHIP/SECTION 19S 3W – 1



All fields

30 ac.



2021



2020



2019



2018



2017

Grass/Pasture	91.4%	83.8%	96.9%	87.1%	87.1%
Non-Cropland	3.6%	5.6%	1.4%	12.8%	8.9%
Winter Wheat	0.7%	8.3%	0.1%	0.1%	0.1%
Other	4.3%	2.4%	1.6%	–	3.9%

Source: NASS Cropland Data Layer

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)*

