MORRIS YODER AUCTIONS

6409 S HIGH POINT RD
PARTRIDGE, KS 67566

RESIDENTIAL REAL ESTATE AUCTION
ONSITE WITH ONLINE BIDDING
SATURDAY, NOVEMBER 18, 2023 @ 12:00 NOON

PERSONAL PROPERTY AUCTION STARTS @ 9:30 AM - WWW.MORRISYODERAUCTIONS.COM

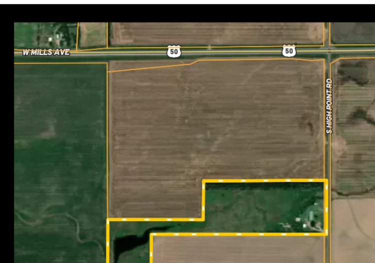
3 BR/2 BATH RANCH WITH 30 ACRES +/-

- **All Brick Home Close to Blacktop**
- **Spacious Living area with Fireplace, Pasture and Pond**
- **Includes Several Outbuildings, fencing and North Shelterbelt**

TERMS & CONDITIONS: REAL ESTATE: $10,000.00 Non-refundable down payment will be due day of auction as earnest money deposit. No financing contingencies. Property sells "as is". Title Insurance & closing fee split 50/50 between Buyer and Seller. Possession at closing. 30 day Close. Current taxes of $4,304.22 will be adjusted for 31.5 acres and prorated. Buyer Broker participation 1% with completed registration prior to auction. Please contact Riggin and Company at (620) 888-5597 or 316) 773-3535 for more information or visit **www.rigginco.com/**VIEW AUCTIONS for additional pictures and Bidder Packet.

Sale by order of Steven L & Johneen K Koestel (Trust) Listing Agent: Morris Yoder

*All bidders will be required to register onsite at Auction or online with proof of funds. Statements made day of Auction take precedence over printed materials.



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Land · Home · Auction · Insurance

We look forward to working with you!

CALL 620-888-5597

info@rigginhomes.com

Morris YODER Auctions

RIGGIN & COMPANY REAL ESTATE

608 N Main St, Hutchinson 67502 • 13029 E 53rd St N, Wichita 67228

MORRIS YODER • AGENT/AUCTIONEER • 620-899-6227 - RUSTY RIGGIN • BROKER/ALC • 316-633-3535

rigginco.com

Proudly representing the farmers, land owners, and families of South Central Kansas

RIGGIN & CO.
Land • Home • Auction • Insurance

608 N. Main St.
Hutchinson, KS 67502

If you have a brokerage relationship with another agency, this is not intended as a solicitation. All information deemed reliable, but not guaranteed.

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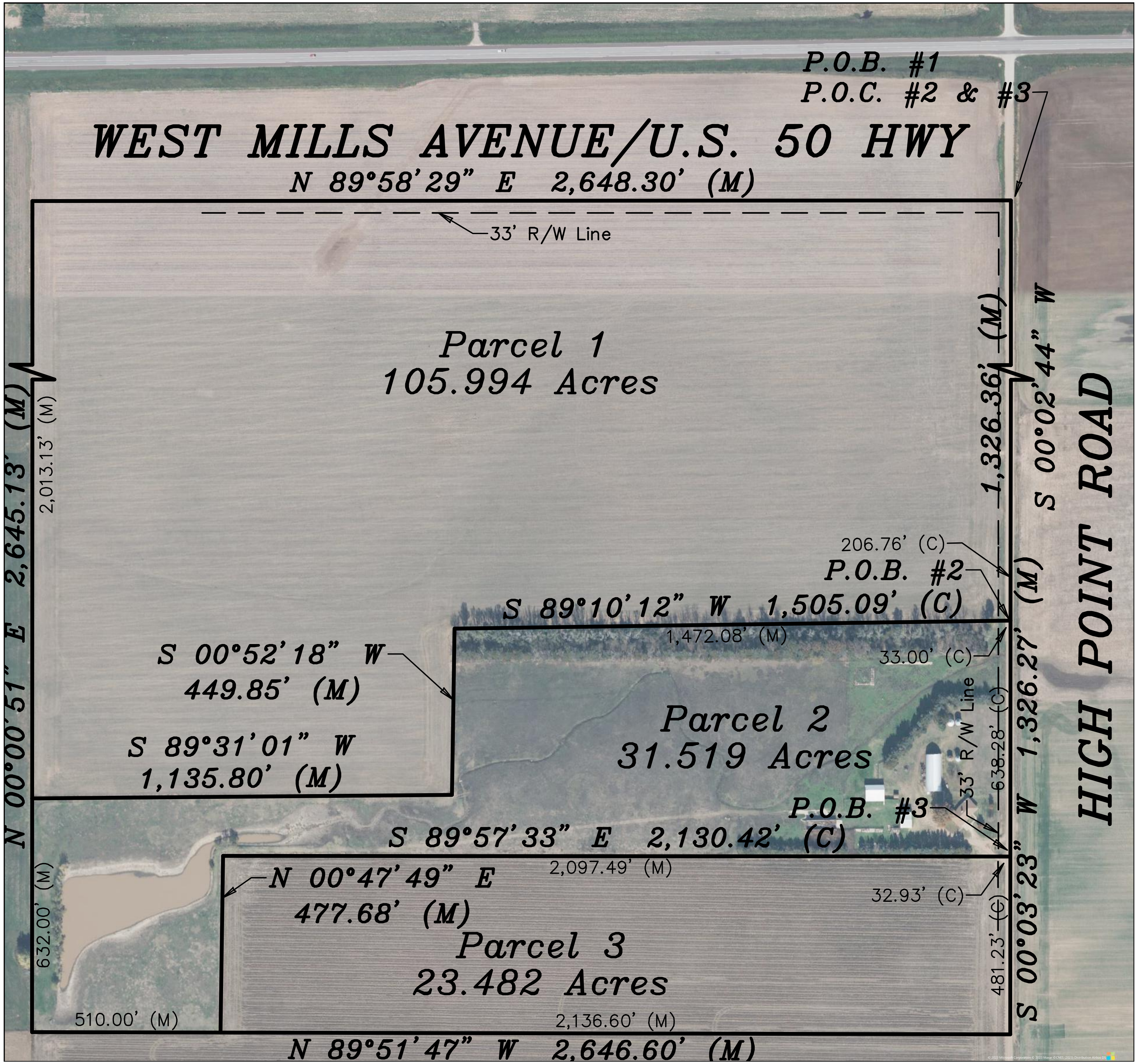
P.O.B. #1
P.O.C. #2 & #3
WEST MILLS AVENUE/U.S. 50 HWY
N 89°58'29" E 2,648.30' (M)
33' R/W Line
Parcel 1
105.994 Acres
N 00°00'51" E 2,645.13' (M)
2,013.13' (M)
1,326.36' (M)
S 00°02'44" W
HIGH POINT ROAD
206.76' (C)
P.O.B. #2
S 89°10'12" W 1,505.09' (C)
1,472.08' (M)
33.00' (C)
S 00°52'18" W
449.85' (M)
Parcel 2
31.519 Acres
33' R/W Line
638.28' (C)
S 00°03'23" W 1,326.27' (M)
S 89°31'01" W
1,135.80' (M)
P.O.B. #3
S 89°57'33" E 2,130.42' (C)
2,097.49' (M)
N 00°47'49" E
477.68' (M)
32.93' (C)
632.00' (M)
Parcel 3
23.482 Acres
481.23' (C)
510.00' (M)
2,136.60' (M)
N 89°51'47" W 2,646.60' (M)

PIN
- Approximate location based on user input and does not represent an authoritative property location

MAP PANELS
- Selected FloodMap Boundary
- Digital Data Available
- No Digital Data Available
- Unmapped

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*
- Otherwise Protected Area
- Coastal Barrier Resource System Area

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth
- Regulatory Floodway *Zone AE, AO, AH, VE, AR*

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 FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

National Flood Hazard Layer FIRMette

FEMA

98°7'46"W 37°58'59"N

98°7'9"W 37°58'31"N

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

1:6,000

Basemap Imagery Source: USGS National Map 2023

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*
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GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- B 20.2 / 17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
- 8 Coastal Transect
- 513 Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

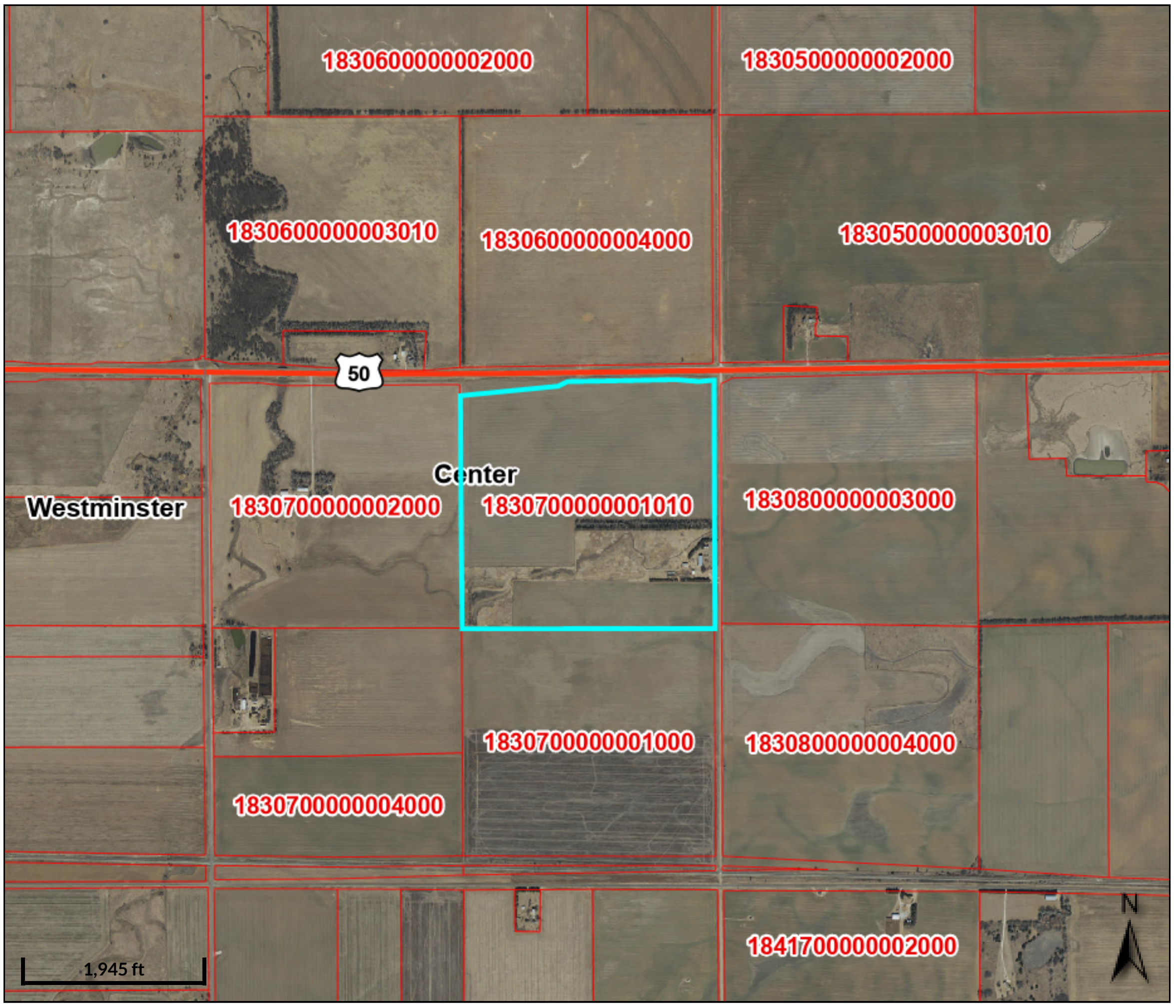
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

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

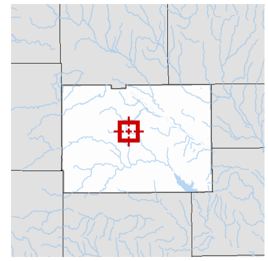
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 10/25/2023 at 1:08 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by 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.

Beacon™ Reno County, KS



Overview



Legend

Parcel Numbers
Parcels
Townships
Road Centerline
Reno County Boundary

Parcel ID	18307000000001010	**Alternate ID**	R29215	**Owner Address**	KOESTEL, STEVEN L TRUST & JOHNEEN K TRUST
Sec/Twp/Rng	07-24-07W	**Class**	F - Farm Homesite		6409 S HIGH POINT RD
Property Address	6409 S HIGH POINT RD Partridge	**Acreage**	150.6		PARTRIDGE, KS 67566-9420

District 231

Brief Tax Description CENTER TOWNSHIP, S07, T24, R07W, ACRES 150.6, NE/4 LESS RD R/W EXC .49AC M/L FOR HWY

(Note: Not to be used on legal documents)

Date created: 10/25/2023
Last Data Uploaded: 10/24/2023 10:04:48 PM

Developed by Schneider GEOSPATIAL

CUSTOM DETAIL

MLS #	49415	**Full Bedrooms**	3
Status	Active	**Full Bathrooms**	2
Class	RESIDENTIAL	**Half Bathrooms**	0
Type	Suburban with 5 Acres+	**Garage**	2
Elementary School Area	Partridge	**Fireplace/Stove**	Yes
Asking Price	$1	**Basement**	Yes
Address	6409 S High Point Rd	**Style**	Ranch/Ranchette
City	Partridge	**Apprx Lot Size**	20.01 Acres or Over
State	KS	**Approximate Age**	51 - 80 Years
Zip	67566	**Approx. Total Finished SF**	1601 - 2000 SF
County	Reno	**Total Acres**	31.50
Sale/Rent	For Sale		

GENERAL

Geo Zone	Partridge	**Agent - Agt Nm Ph**	RUSTY RIGGIN - CELL: 316 -633-3535
List Ofc 1 - Ofc Nm Ph	Riggin & Company - office: 316 -773-3535	**Co-List Agent - Agent Name and Phone**	MORRIS YODER - CELL: 620 -899-6227
Agent - E-mail	rusty@rigginhomes.com	**BuyAgtCmp**	1
Transaction Broker Comp.	1	**Variable Comp. (Y/N)**	Yes
Owner Type	Trust/Estate	**Seller Name 1**	Steven L Koestel Trust
Listing Date	8/23/2023	**Expiration Date**	12/31/2023
Parcel ID #	1830700000001010	**Year Built**	1954
Year Built Source	CH	**Above Grade Fin. Sq Ft**	1,864
Above Grade Source	CH	**Below Grade Fin. Sq Ft**	836
Below Grade Source	CH	**TOTAL Finished Sq Ft**	2,700
Price per SqFt	$0.00	**Elementary School**	Partridge
Middle School	Haven	**High School**	Haven
Bedrooms-1st/Main Floor	3	**Baths-1st/Main Floor**	2.00
Occupant	Vacant	**Sellers Disclosure**	No
Lead-Bsd Paint Disc. Req.	Yes	**Home Warranty Offered**	No
Flood Insurance Required	Unknown	**Central Heat**	Yes
Central Air	Yes	**Ag. Relationship w/Owner**	Seller's Agent
Preferred Title Company	Kansas Secured Title	**Requested Earnest $ Dep.**	$10,000.00
Take Photo	Complete	**IDX Include**	Y
Price Date	10/24/2023	**Agent Hit Count**	28
Client Hit Count	1	**Assoc Doc**	1
Original Price	$1	**Days On MLS**	2
Days On Market	64	**Driving Directions**	5 miles west of Pleasantview on Hwy 50 to High Point Rd, 1/2 mile south to location
Showing Instructions	Call Showing Service or Morris Yoder 620-899-6227 to schedule an appt		

FEATURES

APPLIANCES & EQUIPMENT
None

BASEMENT/FOUNDATION
Basement-PARTIAL
Finished Sq Ft-PARTIAL

COOLING
Central Electric

DINING
Living/Dining Combo

EXTERIOR CONSTRUCTION
Brick

FENCING
Other (See Remarks)

FIREPLACE/STOVE
1

GARAGE/CARPORT TYPE
Attached Garage-2 CARS

HEATING
Propane-RENTED

LISTING TYPE
Excl. Agency WITHOUT Res.

POSSESSION
On Closing

ROOFING
Composition

SEWER
Septic Tank-1

STREET SURFACE
Dirt/Clay

TERMS
Auction

TITLE EVIDENCE
Title Policy

WATER
Water Well - 1

FINANCIAL

Assumable (Y/N)	No	**Pre-Qualified Buyer (Y/N)**	No
HOA	No	**General Taxes**	4208.22
Solid Waste	96.00	**Special Taxes $**	$0.00
Total Property Taxes $	$4,304.22	**Auction (Y/N)**	Yes
Legal Description	CENTER TOWNSHIP, S07, T24, R07W, ACRES 150.6, NE/4 LESS RD R/W EXC .49AC M/L FOR HWY **See Remarks	**Legal Description 2**	Parcel Survey approx 31.5 Acres
Type of Auction Sale	Minimum Sale	**Real Estate Only**	Yes
Auction Date	11/18/2023	**Auction Start Time**	12:00

FINANCIAL

Auction AM/PM	PM	**1-Open for Preview (Y/N)**	Yes
1-Preview/Inspection Date	11/18/2023	**1-Open Start Time**	10:00
1-Start AM/PM	AM		

REMARKS TO GENERAL PUBLIC

RemPub ONSITE REAL ESTATE AUCTION WITH ONLINE BIDDING - SATURDAY, NOVEMBER 18, 2023 @ 12:00 NOON. Stylish brick home on over 30 Acres! This home is larger than the 3 bedroom/2 bath would appear. The living/dining area is spacious with a fireplace. The kitchen has a breakfast nook and desk area. There is a bonus room on the back with nice windows and great for chatting and coffee sipping! There is a partial basement with mechanical and storage. The thoughtful design creates a comfortable living space. The 30 acres includes a pasture and pond with fencing! Several outbuildings including a 98 x 40 Quonset, 40 x 30 and 50 x 40 sheds. The shelterbelt to the north will keep those north winds away and you are just a 1/4 mile from HWY 50 blacktop. Close to Hutchinson and right in the heart of Reno County farm country. This place could be many things from a small, hobby farm to a great hub location for a large farm operation. (current taxes are based on the entire 160 acres the home sits on and will be adjusted and prorated-Survey is in process.) Property is being sold "as is, where is". It is the Buyers responsibility to inspect the property in all aspects prior to the Auction. Earnest money due in the amount of $10,000.00 from Auction winning bidder and is non-refundable. The property will be open 2 hours prior to Auction time for viewing. Statements made the day of Auction take precedence over printed materials. All info deemed reliable but not guaranteed. Check Schools.

PRIVATE REMARKS

PriRemarks A Buyer Broker participation of 1%. Please call for a Buyer Registration Form. Form must be filled out and returned 24 hours prior to auction start.

TERMS OF SALE

Terms of Sale 1. Property is being sold “as is, where is” and is not subject to any financing contingency or conditions. All inspections must be completed prior to the Auction. 2. Owner’s Title Insurance and Closing Fee to be split 50/50 by Buyer(s)/Seller(s). 3. Earnest Money is Non -Refundable and due day of Auction with completed contract. 4. On-line Bidding Available with registration and Proof of Funds.

ADDITIONAL PICTURES



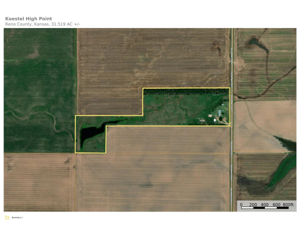
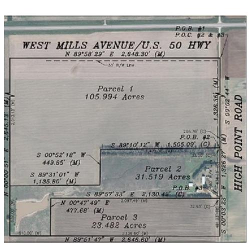










DISCLAIMER

This information is deemed reliable, but not guaranteed.

Reno County, KS

Summary

Parcel ID	1830700000001010
Quick Ref ID	R29215
Property Address	6409 S HIGH POINT RD PARTRIDGE, KS 67566
Brief Tax Description	CENTER TOWNSHIP, S07, T24, R07W, ACRES 150.6, NE/4 LESS RD R/W EXC .49AC M/L FOR HWY (Note: Not to be used on legal documents)
Taxing Unit Group	231
Lot Size (SF)	N/A
Acreage	150.68
Property Class	Farm Homesite
Zoning	N/A
Lot Block Subdivision	- - - CENTER TOWNSHIP
S-T-R	07-24-07W
Deed Book & Page	
Neighborhood	802

Owner

Primary Owner
[Koestel, Steven L Trust & Johneen K Trust]
6409 S High Point Rd
Partridge, KS 67566-9420

Market Land Info

Method	Type	AC/SF	Class
Acre	Primary Site - 1	0.30	

Ag Acreage

Details:

Ag Type	Ag Acres	Ag Soil	Non-irrigated Base Rate	Non-irrigated Adjusted Rate	Irrigated Base Rate	Irrigated Adjusted Rate	Total Value
DR	114.31	5886	368	368	0	0	42070
DR	7.22	5901	330	330	0	0	2380
DR	0.15	6384	77	77	0	0	10
DR	2.16	WST	10	10	0	0	20
NG	10.18	5886	27	27	0	0	270
NG	16.36	5901	27	27	0	0	440

Summary:

Dry Land Acres	123.84
Irrigated Acres	
Native Grass Acres	26.54
Tame Grass Acres	
Total Ag Acres	150.38
Total Ag Value	45190.00

Residential Information

Res Type	Single-Family Residence
Quality	AV
Physical Condition	AV
Year Built	1954
Eff Year	0
MS Style	One Story
LBCS Struct	Detached SFR unit
No. of Units	0
Total Living Area	1864
Upper Floor Living Area %	0
Main Floor Living Area	1864
CDU	07 - FR
Remodel	
Arch Style	Ranch
Bsmt Type	Partial - 3
Total Rooms	6
Bedrooms	2
Family Rooms	0
Full Baths	1
Half Baths	1
Foundation	Concrete - 2

Dwelling Components

Code	Units	Pct	Quality	Year
Veneer, Brick	0	100		
Composition Shingle	0	100		
Warmed & Cooled Air	0	100		

Code	Units	Pct	Quality	Year
Automatic Floor Cover Allowance	0			
Plumbing Fixtures	7			
Plumbing Rough-ins	1			
Raised Subfloor	1864			
Single 1-Story Fireplace	1			
Attached Garage	576			
Garage Finish, Attached	576			
Total Basement Area	836			
Open Slab Porch	128			
Raised Slab Porch with Roof	168			

Other Buildings

Occupancy	MSCIs	Rank	Qty	Year Built	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Class	Value
Farm Utility Storage Shed	P	1.00	1	1995	1,200	140	17	40 X 30	1	3	3	A	3,380
Farm Utility Storage Shed	P	1.00	1	1960	2,000	180	11	50 X 40	1	2	2	A	2,210
Site Improvements	S	2.00	1	1990	10	58	8	14 X 15	1	0	0	A	0
Site Improvements	S	2.00	1	1970	10	60	8	14 X 16	1	0	0	A	0
Farm Utility Arch-rib, Quon.	S	1.00	1	1950	3,920	276	18	98 X 40	1	2	2	A	5,520
Site Improvements	S	2.00	1	1960	10	56	8	10 X 18	1	0	0	A	0
Site Improvements	S	2.00	1	1950	10	48	8	8 X 16	1	0	0	A	0

Other Building Components

Code	Units	Pct	Size	Rank	Year
918-Single -Metal on Wood Frame	0	100	0		0
918-Single -Metal on Wood Frame	0	100	0		0
1700-Steel Bin, without Drying, 15 - 29 Dia.	1	0	14		0
1710-Steel Bin, Concrete Slab Floor	1	0	14		0
1700-Steel Bin, without Drying, 15 - 29 Dia.	1	0	14		0
1710-Steel Bin, Concrete Slab Floor	1	0	14		0
1700-Steel Bin, without Drying, 15 - 29 Dia.	1	0	10		0
1710-Steel Bin, Concrete Slab Floor	1	0	10		0
1700-Steel Bin, without Drying, 15 - 29 Dia.	1	0	8		0
1710-Steel Bin, Concrete Slab Floor	1	0	8		0

Building Permits

Number	Amount	Type	Issue Date	Status	% Comp
99999	$0	Patio or Deck	3/20/2018	C	100
99999	$0	Dwelling Addition	12/11/2017	C	100

Valuation

2023 Appraised Value

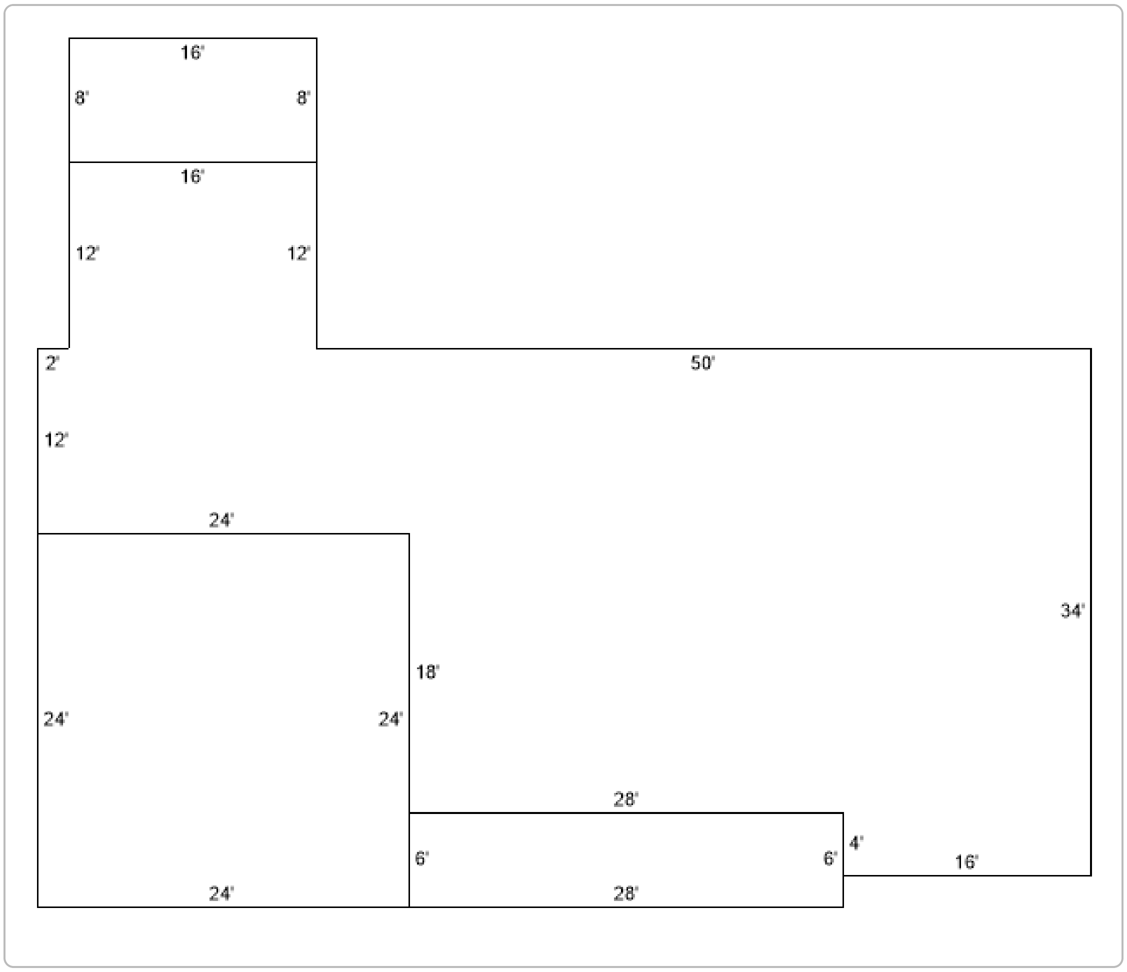
Class	Land	Building	Total
A	$45,190	$10,350	$55,540
F	$3,150	$149,250	$152,400
Total	**$48,340**	**$159,600**	**$207,940**

2022 Appraised Value

Class	Land	Building	Total
A	$47,570	$8,510	$56,080
F	$2,150	$128,620	$130,770
Total	**$49,720**	**$137,130**	**$186,850**

Photos

Sketches



No data available for the following modules: Mobile Home Information, Commercial Information.

Reno County, KS

Summary

Tax ID	KOES00047
Tax Year	2022
Name	KOESTEL, STEVEN L
Property Address	6409 S HIGH POINT
Sec-Twp-Rng	7--24-07
Description	
Parcel ID/Cama	1830700000001010
Parcel Classes	RL
Tax Unit	231

Tax History

Tax Year	Assessed Valuation	Mill Levy	Ad Valorem	Special Assessments	Total Tax	Total Paid	Dlq
2022	$0	0.000	$0.00	$0.00	$4,208.22	$4,208.22	N
2022	$0	0.000	$0.00	$765,792.00	$96.00	$96.00	N
2022	$0	0.000	$0.00	$0.00	$7.53	$7.53	N
2021	$0	0.000	$0.00	$0.00	$4,081.50	$4,081.50	N
2021	$0	0.000	$0.00	$765,888.00	$96.00	$96.00	N
2021	$0	0.000	$0.00	$0.00	$7.53	$7.53	N
2020	$0	0.000	$0.00	$0.00	$4,230.16	$4,230.16	N
2020	$0	0.000	$0.00	$765,984.00	$96.00	$96.00	N
2020	$0	0.000	$0.00	$0.00	$7.53	$7.53	N
2019	$0	0.000	$0.00	$0.00	$4,258.88	$4,258.88	N
2019	$0	0.000	$0.00	$766,080.00	$96.00	$96.00	N
2019	$0	0.000	$0.00	$0.00	$7.53	$7.53	N
2018	$0	0.000	$0.00	$0.00	$7.53	$7.53	N
2018	$0	0.000	$0.00	$0.00	$4,233.78	$4,233.78	N
2018	$0	0.000	$0.00	$734,252.00	$92.00	$92.00	N
2017	$0	0.000	$0.00	$0.00	$4,290.06	$4,290.06	N
2017	$0	0.000	$0.00	$686,452.00	$86.00	$86.00	N
2017	$0	0.000	$0.00	$0.00	$7.53	$7.53	N
2016	$0	0.000	$0.00	$0.00	$4,062.78	$4,062.78	N
2016	$0	0.000	$0.00	$720.00	$80.00	$80.00	N
2016	$0	0.000	$0.00	$0.00	$7.53	$7.53	N
2015	$0	0.000	$0.00	$0.00	$3,724.16	$3,724.16	N
2015	$0	0.000	$0.00	$707.50	$70.75	$70.75	N
2015	$0	0.000	$0.00	$0.00	$7.53	$7.53	N
2014	$0	0.000	$0.00	$0.00	$3,439.32	$3,439.32	N
2014	$0	0.000	$0.00	$770.00	$70.00	$70.00	N
2014	$0	0.000	$0.00	$0.00	$7.53	$7.53	N
2013	$0	0.000	$0.00	$0.00	$3,179.48	$3,179.48	N
2013	$0	0.000	$0.00	$804.00	$67.00	$67.00	N
2013	$0	0.000	$0.00	$0.00	$7.53	$7.53	N
2012	$0	0.000	$0.00	$0.00	$2,966.14	$2,966.14	N
2012	$0	0.000	$0.00	$871.00	$67.00	$67.00	N
2012	$0	0.000	$0.00	$0.00	$7.53	$7.53	N
2011	$0	0.000	$0.00	$0.00	$2,920.94	$2,920.94	N
2011	$0	0.000	$0.00	$910.00	$65.00	$65.00	N
2011	$0	0.000	$0.00	$0.00	$7.53	$7.53	N
2010	$0	0.000	$0.00	$0.00	$2,956.34	$2,956.34	N
2010	$0	0.000	$0.00	$968.75	$62.50	$62.50	N
2010	$0	0.000	$0.00	$3.76	$7.53	$7.53	N
2009	$0	0.000	$0.00	$31.25	$62.50	$62.50	N
2009	$0	0.000	$0.00	$3.76	$7.53	$7.53	N
2009	$0	0.000	$0.00	$0.00	$2,978.17	$2,978.17	N
2008	$0	0.000	$0.00	$3.76	$7.53	$7.53	N
2008	$0	0.000	$0.00	$0.00	$2,984.01	$2,984.01	N
2008	$0	0.000	$0.00	$31.25	$62.50	$62.50	N
2007	$0	0.000	$0.00	$31.25	$62.50	$62.50	N
2007	$0	0.000	$0.00	$3.76	$7.53	$7.53	N
2007	$0	0.000	$0.00	$0.00	$2,935.39	$2,935.39	N
2006	$0	0.000	$0.00	$31.25	$62.50	$62.50	N
2006	$0	0.000	$0.00	$3.86	$7.72	$7.72	N
2006	$0	0.000	$0.00	$0.00	$3,139.90	$3,139.90	N
2005	$0	0.000	$0.00	$31.25	$62.50	$62.50	N
2005	$0	0.000	$0.00	$3.76	$7.53	$7.53	N
2005	$0	0.000	$0.00	$0.00	$2,962.47	$2,962.47	N
2004	$0	0.000	$0.00	$0.00	$2,883.00	$2,883.00	N
2004	$0	0.000	$0.00	$3.86	$7.72	$7.72	N
2004	$0	0.000	$0.00	$31.25	$62.50	$62.50	N
2003	$0	0.000	$0.00	$31.25	$62.50	$62.50	N

Tax Year	Assessed Valuation	Mill Levy	Ad Valorem	Special Assessments	Total Tax	Total Paid	Dlq
2003	$0	0.000	$0.00	$0.00	$1,607.46	$1,607.46	N
2002	$0	0.000	$0.00	$0.00	$1,710.84	$1,710.84	N
2002	$0	0.000	$0.00	$31.25	$62.50	$62.50	N
2001	$0	0.000	$0.00	$31.25	$62.50	$62.50	N
2001	$0	0.000	$0.00	$0.00	$1,442.16	$1,442.16	N
2000	$0	0.000	$0.00	$31.25	$62.50	$62.50	N
2000	$0	0.000	$0.00	$0.00	$1,651.34	$1,651.34	N
1999	$0	0.000	$0.00	$0.00	$1,402.32	$1,402.32	N
1999	$0	0.000	$0.00	$30.00	$60.00	$60.00	N
1998	$0	0.000	$0.00	$27.50	$55.00	$55.00	N
1998	$0	0.000	$0.00	$0.00	$1,314.94	$1,314.94	N
1997	$0	0.000	$0.00	$27.50	$55.00	$55.00	N
1997	$0	0.000	$0.00	$0.00	$1,289.92	$1,289.92	N

File No.: **RN0000884**

Kansas Secured Title, Inc. - Hutchinson
606 N Main
Hutchinson, Kansas 67501
Phone: 620-577-7050 Fax:

Transaction Information

The information in this section is provided as a courtesy and is not a part of the commitment.

KST File RN0000884	Loan No.	Customer File
	Your Closer is:	
If KST is to handle closing and a closer is not listed please contact our office.		
	Your Title Officer is	

Buyer:	**Purchaser with contractual rights under a purchase agreement with the vested owner as identified at Item 4 of Schedule A**
Seller:	**Steven L. Koestel Trust, dated January 30, 2006 - an undivided 1/2 interest, Johneen K. Koestel Trust, dated January 30, 2006 - an undivided 1/2 interest**
Property Address:	**6409 S. High Point Road Partridge, KS 67566-9420**

CALL OUR OFFICE TO VERIFY WIRE INSTRUCTIONS BEFORE YOU WIRE ANY FUNDS
DO NOT RELY ON EMAILED WIRE INSTRUCTIONS FROM ANY SOURCE

INFORMATION FROM THE COUNTY TAX RECORDS:

Tax ID 231-33953
Taxes for 2022:

General Tax:	$4,208.22
Special Assessments:	$103.53
Total:	$4,311.75

2022 taxes are paid in full.

TITLE CHAIN: FOR INFORMATION WE NOTE THE FOLLOWING DEED(S) APPEARING ON THE RECORD:

Warranty Deed from Steven L. Loestel and Johneen K. Koestel, husband and wife, to Steven L. Koestel, Johneen K. Koestel and Derek B. Koestel as Co-Trustees, or their successors in trust of the Steven L. Koestel Trust, dated January 30, 2006 - an undivided 1/2 interest
AND Johneen K. Koestel, Steven L. Koestel and Derek B. Koestel as Co-Trustees, or their successors in trust, of the Johneen K. Koestel Trust, dated January 30, 2006 - an undivided 1/2 interest , recorded February 28, 2006, in Book 582, Page 76.

Warranty Deed from Steven L. Loestel and Johneen K. Koestel, husband and wife, to Steven L. Koestel, Johneen K. Koestel and Derek B. Koestel as Co-Trustees, or their successors in trust of the Steven L. Koestel Trust, dated January 30, 2006 - an undivided 1/2 interest
AND Johneen K. Koestel, Steven L. Koestel and Derek B. Koestel as Co-Trustees, or their successors in trust, of the Johneen K. Koestel Trust, dated January 30, 2006 - an undivided 1/2 interest , recorded February 1, 2006, in Book 581, Page 258.

No other instrument conveying title to the land appears within the 24 months preceding the date of this commitment. This information is shown to evidence transfers of title within the last 24 months and should not be construed as an abstract or representation of title.

E-RECORDING: OUR COMPANY E-RECORDS IN ALL COUNTIES WHERE THIS SERVICE IS OFFERED. An electronic recording service fee of $5.00 per document will be assessed at the time of recording.

LOAN POLICY ENDORSEMENTS ALTA 4 Condominium, ALTA 5 P.U.D., ALTA 6, 6.1 or 6.2 Variable Rate, ALTA 8.1 Environmental and ALTA 9 Comprehensive, as applicable, are included at no additional charge. For other endorsements please contact our office.

CLOSING FUNDS, pursuant to KSA 40-1137(c) , funds for closing in excess of $2,500.00 must be in the form of a wire transfer or bank issued check (cashier's, tellers, money order).

RECORDING FEES are generally $21.00 for the first page and $17.00 for each additional page of each document. Recording fees for releases and assignments of a single mortgage will be $20.00 for the first page and $4.00 for each additional page.

ANY DEED to be recorded must be accompanied by a Kansas Real Estate Sales Validation Questionnaire (original form, in triplicate) unless a valid exemption is stated on the face of the deed pursuant to KSA 17-1437.

REAL ESTATE TAXES are billed on November 1 of the tax year and are due and payable at that time. The first half becomes delinquent on December 20 of the tax year; the second half becomes delinquent on May 10 of the following year.

File No.: **RN0000884**

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
Old Republic National Title Insurance Company

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **Old Republic National Title Insurance Company, a Florida corporation (the "Company")**, commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Authorized Officer or Licensed Agent

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By C Monroe President

Attest David Wold Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:
Issuing Agent: Kansas Secured Title, Inc. - Hutchinson
Issuing Office: Kansas Secured Title, Inc. - Hutchinson
Issuing Office's ALTA Registry ID: 0048818
Loan ID Number:
Issuing Office File Number: RN0000884
Property Address: 6409 S. High Point Road Partridge, KS 67566-9420
Revision Number:

SCHEDULE A

1. Commitment Date: , at
2. Policy to be Issued:

   (a) ALTA® 2021 Owner's Policy   Premium Amount:

   Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner as identified at Item 4 of Schedule A**
   Proposed Policy Amount:
   The estate or interest to be insured: **Fee Simple**

3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**
4. The Title is, at the Commitment Date, vested in **Steven L. Koestel, Johneen K. Koestel and Derek B. Koestel as Co-Trustees, or their successors in trust of the Steven L. Koestel Trust, dated January 30, 2006 - an undivided 1/2 interest**
   AND
   Johneen K. Koestel, Steven L. Koestel and Derek B. Koestel as Co-Trustees, or their successors in trust, of the Johneen K. Koestel Trust, dated January 30, 2006 - an undivided 1/2 interest

5. The Land is described as follows:
   Northeast Quarter (NE/4) of Setion Seven (7), Township Twenty-four (24), Range Seven (7) West of the 6th P.M., EXCEPT that portion deeded for highway purposes.

   (Exact legal to be determined by survey)

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

File No.: **RN0000884**

SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. FURNISH executed Owner's Affidavit and Certification as prescribed by the Company.
6. **For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured and Amount of Insurance, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.**
7. **The Company requires a copy of the fully executed sales contract setting forth the names of all parties and the sales price of the subject property and this commitment must be updated to show any additional exceptions and/or requirements prior to closing.**

End of Requirements

File No.: **RN0000884**

SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.

7. **General and special taxes for the year 2022 and subsequent years.**

8. **Grant of Easement to Midcontinent Eastern Pipeline Corporation, recorded February 27, 1960, in Book 107, Page 32.**

9. **Grant of Easement to Midcontinent Eastern Pipeline Corporation, recorded February 27, 1960, in Book 107, Page 33.**

10. **Terms and provisions of Oil and Gas Lease recorded June 18, 2062, in Book 82, Page 26, for the purposes of mining and operating for oil and gas for a term of 5 year(s) from date and as long thereafter as oil and gas or either of them is produced from said land.**

    We follow the mineral title no further.

11. **Terms and provisions of Oil and Gas Lease recorded December 23, 1980, in Book 103, Page 383, for the purposes of mining and operating for oil and gas for a term of 5 year(s) from date and as long thereafter as oil and gas or either of them is produced from said land.**

    We follow the mineral title no further.

End of Exceptions

COMMITMENT CONDITIONS

1. DEFINITIONS

a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that under applicable law illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.

g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

a. the Notice;
b. the Commitment to Issue Policy;
c. the Commitment Conditions;
d. Schedule A;
e. Schedule B, Part I-Requirements; and
f. Schedule B, Part II-Exceptions; and
g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. DEFINITIONS

a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
   i. comply with the Schedule B, Part I-Requirements;
   ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
   iii. acquire the Title or create the Mortgage covered by this Commitment.

b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

e. The Company is not liable for the content of the Transaction Identification Data, if any.

f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.

g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company

f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is $2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration .

Updated 1/1/2023

OLD REPUBLIC TITLE

FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	**Yes**	**No**
For our marketing purposes - to offer our products and services to you	**No**	**We don't share**
For joint marketing with other financial companies	**No**	**We don't share**
For our affiliates' everyday business purposes - information about your transactions and experiences	**Yes**	**No**
For our affiliates' everyday business purposes - information about your creditworthiness	**No**	**We don't share**
For our affiliates to market to you	**No**	**We don't share**
For non-affiliates to market to you	**No**	**We don't share**

	Go to www.oldrepublictitle.com *(Contact Us)*

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/privacy-policy.
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: l Give us your contact information or show your driver's license l Show your government-issued ID or provide your mortgage information l Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: l Sharing for affiliates' everyday business purposes - information about your creditworthiness l Affiliates from using your information to market to you l Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. l *Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company.*
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. l *Old Republic Title does not share with non-affiliates so they can market to you*
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. l *•Old Republic Title doesn't jointly market.*

Affiliates Who May be Delivering This Notice

American First Title & Trust Company	**American Guaranty Title Insurance Company**	**Attorneys' Title Fund Services, LLC**	**Compass Abstract, Inc.**	**eRecording Partners Network, LLC**
Genesis Abstract, LLC	**Guardian Consumer Services, Inc.**	**iMarc, Inc**	**L.T. Service Corp.**	**Lenders Inspection Company**
Lex Terrae National Title Services, Inc.	**Lex Terrae, Ltd.**	**Mississippi Valley Title Services Company**	**National Title Agent's Services Company**	**Old Republic Branch Information Services, Inc.**
Old Republic Diversified Services, Inc.	**Old Republic Escrow of Vancouver, Inc.**	**Old Republic Exchange Company**	**Old Republic National Ancillary Services, Inc.**	**Old Republic Title and Escrow of Hawaii, Ltd.**
Old Republic National Title Insurance Company	**Old Republic Title Company**	**Old Republic Title Companies, Inc.**	**Old Republic Title Company of Conroe**	**Old Republic Title Company of Indiana**
Old Republic Title Company of Nevada	**Old Republic Title Company of Oklahoma**	**Old Republic Title Company of Oregon**	**Old Republic Title Company of St. Louis**	**Old Republic Title Company of Tennessee**
Old Republic Title Information Concepts	**Old Republic Title Insurance Agency, Inc.**	**Old Republic Title, Ltd.**	**RamQuest Software, Inc**	**Republic Abstract & Settlement , LLC**
Sentry Abstract Company	**Surety Title Agency, Inc.**	**Trident Land Transfer Company, LLC**		

Kansas Secured Title, Inc. - Hutchinson/Title Midwest, Inc.

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal and/or financial information. We agree that you have a right to know how we will utilize the personal information you provide us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

APPLICABILITY

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

TYPES OF INFORMATION

Depending upon which of our services you are utilizing, the type of nonpublic personal information that we may collect include:

Information we receive from you on applications, forms and in other communications to us, whether in writing, by telephone or any other means;
Information about your transactions with us, our affiliated companies, or others; and;
Information we receive from a consumer-reporting agent.

USE OF INFORMATION

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insures, property and casualty insurers and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom our affiliated companies have joint marketing agreements.

FORMER CUSTOMERS

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

CONFIDENTIALITY AND SECURITY

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

All bidders must register to bid acknowledging that they have read and agree to the Terms and Conditions of Auction Sale for Real Estate (herein referred to as the "Terms of Sale") as outlined and reviewed the "Protect Your Family from Lead in Your Home" pamphlet (if applicable on dwellings built prior to 1978) prior to bidding. To register for the auction, the bidder is required to show a Minimum Required Deposit Amount, as advertised on behalf of each property. The Minimum Required Deposit Amount must be in the form of either cash, certified check, or cashier's check. A personal check may only be accepted from a registered bidder known by the Auctioneer. For On-Line bidders, this can be verified by showing account information, proof of wired funds, a bank letter/email/phone call, or any other method approved by the Broker. The online bidder registration process will require approval by Riggin & Company and acceptance of Proof of Funds at least 24 hours prior to Auction Start or initial bid.

Auction Format: This is a **SELLER RESERVE** offering with the property being sold to the highest bidder(s). This will be a timed to live event Onsite with Online Bidding available through a mobile App or online. (Riggin and Company). All bids are considered an irrevocable offer to purchase and if the seller reserve is met when the auction closes the highest bidder will be required to complete the purchase contract as per the terms of the auction.

Announcements: The Auctioneer will explain the Terms of Sale and make any Auction Day Announcements **one** time, at the beginning of the live auction. As a purchaser, it is your responsibility to know and understand all announcements before the auction begins. All announcements made on the day of auction take precedence over all previously written advertisements or any prior written or verbal terms of sale.

Agency: Listing agent, Co-listing agent, and the auctioneer(s) will be acting as Seller(s)' Agents.

Auctioneer Rights: All decisions of the Auctioneer are final. The Auctioneer reserves the right to reject any bid or bidder and has the right to accept backup contracts on the day of sale. In case of a tie or disputed bid, the Auctioneer reserves the right to re-open the bidding to determine the highest bid and settle the disputed bid. This is at the sole discretion of the Auctioneer.

Earnest Money Deposit: : Immediately following the conclusion of the auction, the highest bidder shall enter into and sign a Real Estate Purchase Contract for the auctioned property. The high bidder shall provide an earnest deposit for **$10,000.00, made payable to Kansas Secured Title.** Deposit funds are non-refundable unless the offer is not accepted by the Seller. If paying with a certified or cashier check, the check(s) should be made payable to yourself, and in the event, you are the Winning Bidder you will endorse it to the appropriate Escrow Agent. If bidding online or by proxy, you agree to deposit earnest money using the secure website (https://kstitle.com/Online-Payment), the ZOCCAM App or wire transfer to Kansas Secured Title within the required time period.

Total Purchase Price: A Buyer's Premium will be added to the winning bid amount and become part of the total contract price for all property(s) purchased at the auction if this auction is advertised as having a Buyer's Premium - Applicable to this Sale: ___Yes **XX** No**.** Buyer's Premium amount, if applicable: **N/A .**

At closing, the winning bidder must pay any remaining balance per the Purchase and Sale Agreement in addition to all other applicable fees and charges described herein and in the Auction Purchase and Sale Agreement.

Auction Location: On-Site. Online Bidding for registered bidders, applicable to this sale _XX_Yes ____No.

Broker Registration: If there is going to be cooperation with Brokers/Agents the Broker/Agent must register their client by the published Deadline via the Broker Registration Form. A _1_% commission of the winning bid price (not to be confused with the Total Purchase Price) will be paid to any properly registered broker whose client purchases real estate at the auction and closes in full - Applicable to this Sale _XX_**Yes** ______ No

It is the responsibility of any agent representing a client to have completed and returned the Broker Registration Form by the published deadline (if applicable). No registration forms will be accepted after the start of the auction.

Bidding Process: No bid may be withdrawn by a bidder once made to the Auctioneer and/or placed online. All bids are an irrevocable offer to buy and shall remain valid and enforceable until the Auctioneer declares the property "Sold" and or "Sold Subject to Seller Confirmation" and the auction has concluded. The bidder's number is nontransferable.

Closing: TIME IS OF THE ESSENCE. Closing will be within 30 days of the Offer's Commencement, or as provided for in the Purchase and Sale Agreement. Closing is to be conducted by Kansas Secured Title Company and the closing fee to be split 50-50 between Seller(s) and Purchaser(s). All Lender fees and loan document fees will be paid for by the Buyer.

Possession: Possession of property to be granted to Purchaser **upon closing.**

Real Estate Taxes: Taxes shall be prorated to the Day of Closing with Sellers paying all taxes prior to closing.

Minerals: All owned mineral rights will transfer with the deed to the Purchaser at closing.

Title: The Seller at closing will convey the real estate with Warranty Deed ("Deed"). Title insurance will be used as evidence of marketable title. Property is being sold subject to existing roads and highways; established easements and rights-of-ways; other matters affected by title documents shown within the title commitment; and zoning, building, subdivision, and other restrictions and regulations of record.

Representation: Although the information has been obtained from sources deemed reliable, the Auctioneer, Double R, LLC dba Riggin and Company, its representatives, employees, firm, broker, their attorney's nor the Seller make any guarantee or warranty of any kind expressed or implied as to the accuracy of the information herein contained.

Property: Seller is selling the property AS IS, WHERE IS WITH ALL FAULTS AND LIMITATIONS. Accepted as stated herein or on the Auction Purchase and Sale Agreement, Seller has not made, does not make, and specifically disclaims, and Purchaser, to the extent permitted by applicable law, shall waive, all warranties, representations or guarantees of any kind or character expressed or implied, oral or written, past, present or future, with respect to the quality, design, condition, or value of the Property or any fixtures or personal property thereon or therein, or the compliance of such Property, fixtures or personal property with any plans or specifications or any applicable laws, including but not limited to any implied warranties of ownership, quality, habitability, workmanlike construction, freedom from defects, merchantability, suitability or fitness for a particular purpose. Without limiting the generality of the foregoing, to the extent applicable, Purchaser shall acknowledge that Seller's disclaimer of warranties, representations or guaranties with respect to defects in the following items, or failures of the following items to comply with applicable laws, was an integral part of the basis of the bargain between the parties: (i) soil conditions, the presence of asbestos, lead-based paint, radon gas, mold, mildew, spores, or other microscopic organisms or hazardous materials, or any other environmental matters, (ii) the square footage of any improvements or dimensions of any land; (iii) all electrical wiring and fixtures in the building, the furnace, all materials comprising or supporting the roof, and all components of the air conditioning system; (iv) any built-in appliances; (v) the plumbing system and public and private water and sewer systems; (vi) all structural components of improvements (including foundations, retaining walls, columns, chimneys, floors, walls, ceilings and roofs); (vii) exterior walls, doors and windows, and insulation; (viii) all components of interior walls, including the presence of Chinese-manufactured drywall; (ix) any crawl space or attic ventilation systems, fireplaces or flues; (x) any porches, decks, patios, balconies or garages; and (xi) drainage conditions or evidence of excessive moisture. If inspection reports have been obtained by Seller or its representatives, said reports may be provided to Auction Company or Purchaser for information purposes only. Seller does not and will not warrant the truth or validity of any findings that may be contained in such reports.

Seller discloses that mold, mildew, spores, and other microscopic organisms are environmental conditions that are common in residential properties and may affect the property. Mold, in some form, has been reported to be toxic and cause serious physical illnesses, including, but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children, and/or the elderly. Mold has also been reported to cause extensive damage to personal and real property. The seller cannot suggest, refer, recommend, or infer that Purchaser should or should not use a mold inspector. Should Purchaser desire an inspection by a certified mold inspector, Purchaser should contact an Inspector who has been certified to capture mold samples for laboratory testing. No warranty, representation, or recommendation can be made by any agent or representative of the Seller concerning any mold inspector. Purchaser is STRONGLY URGED to independently determine the competency of any mold inspector to be used relating to the purchase, sale, or rental of real estate. All terms of this Section shall survive the termination of this Agreement or Closing.

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 hearing disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family from Lead in Your Home" for more information.

Kansas state law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you as the purchaser desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at http://www.kansas.gov/kbi or by contacting the local sheriff's office. Purchaser understands that any real estate licensees involved in this transaction owe no duty or obligation to the purchaser to conduct an independent investigation as to the potential proximity of registered offenders to the Property. Purchaser agrees to defend, indemnify, and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees, and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses, or suits (including reasonable attorneys' fees) arising out of the discovery of registered offenders residing within relative proximity to the Property.

Every Purchaser of residential real property is notified that the Property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The Kansas Department of Health and Environment (KDHE) recommends that all home buyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can easily be reduced by a radon mitigation technician. For additional information, go to http://www.kansasradonprogram.org/. Purchaser understands that neither the SELLER nor any real estate licensees involved in this transaction have made any investigation to determine whether there is or will be radon gas in the Property. Neither the SELLER nor any real estate licensees involved in this transaction make any representations or warranties as to the presence or lack of radon gas in the Property or as to the effect of radon gas or any such condition on the Property on the occupants of the Property. Purchaser may conduct an inspection to determine whether radon gas is present in the Property. Purchaser agrees to defend, indemnify, and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees, and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses, or suits (including reasonable attorneys' fees) arising out of any radon gas in the Property.

On a regular basis, the Federal Emergency Management Agency (FEMA) and the United States Corps of Engineers publish updates to flood maps and levee protection systems. As part of these updates, properties that have historically not been included in any special flood hazard areas may, due to changes in mapping or flood protection, become subject to federal flood insurance requirements. If you as the purchaser desire more information on whether the Property is included in a special flood hazard area or an area of flood risk, you may find and review information on this issue at http://msc.fema.gov/, http://www.floodsmart.gov/ and other information may be available through local government planning and zoning offices. Purchaser agrees that any real estate licensees involved in this transaction owe no duty or obligation to the purchaser to conduct an independent investigation as to the flood hazard status of the Property. Purchaser agrees to defend, indemnify, and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees, and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses, or suits (including reasonable attorneys' fees) arising out of the flood hazard status of the Property.

Financing: The purchase is not contingent on obtaining financing or qualification.

Technical Issues: In the event, there are technical difficulties related to the server, software, internet, or any other online auction-related technologies, Double R, LLC dba Riggin & Company reserves the right to extend bidding, continue the bidding, or close the bidding. Neither the company providing the software nor Double R, LLC dba Riggin and Company shall be held responsible for a missed bid or the failure of the software to function properly for any reason.

Default by Purchaser: If Purchaser shall default in the performance of any terms and conditions of this Agreement, or if the Closing shall not occur on or before the Closing Date because of the fault of Purchaser, then Seller, at its option, shall have the right to retain the Deposit paid as property of the Seller for damages, the determination of which is difficult or incapable of determination. By retaining the Deposit, Seller does not waive any rights or remedies it may have because of Purchaser's default. It is intended hereby that all the rights and remedies of Seller available either pursuant to the terms of this Agreement or under the law or otherwise, are cumulative and not exclusive of any other such right or remedy.

Purchaser's Indemnity: Purchaser hereby agrees to indemnify, defend, and hold the Seller and Seller's affiliates, parent companies and subsidiaries, and each of their respective members, employees, agents, representatives, consultants, attorneys, fiduciaries, officers, directors, trustees, partners, principals, and shareholders, predecessors in interest, successors and assigns and related corporate divisions (collectively, with Seller, the "Seller Indemnified Parties") harmless from and against any and all obligations, liabilities, claims, liens, encumbrances, losses, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, whether direct, contingent or consequential (collectively, "Claims"), incurred or suffered by, or asserted or awarded against any one or more of the Seller Indemnified Parties to the extent arising from any one or more of the following after the Closing: (i) the activities of Purchaser, its agents, employees or contractors, or (ii) any breach of any term, condition, covenant, representation, or warranty of Purchaser contained in this Agreement, or any exhibit or documents provided pursuant to this Agreement, or (iii) the violation by Purchaser, its agents, employees, or contractors of any federal, state or local law, ordinance or regulation, occurring or allegedly occurring with respect to the Property, or (iv) the failure of Purchaser to perform the obligations of the owner of the Property, if any, under the Permitted Exceptions. This subsection shall survive the termination of this Agreement or Closing.

Environmental Disclaimer: The Seller and Riggin and Company, agents, contractors, and employees do not warrant or covenant with Purchaser(s) with respect to the existence or nonexistence of any pollutants, contaminants, mold, or hazardous waste prohibited by federal, state, or local law or claims based thereon arising out of the actual or threatened discharge, release, disposal, seepage, migration, or escape of such substances at, from, or into the demised premises. Purchaser is to rely upon its own environmental audit or examination of the premises.

Noxious Weeds: There may be areas infested by noxious weeds on the subject property. The location and density of noxious weeds is unknown at this time.

Well & Septic System: Riggin and Company, the Auctioneer(s), Seller, and their agents, contractors, and employees makes no warranty or representation as to the condition of the well and the septic system or even if a well and/or septic system exists on the property.

Legal Description: The legal description for each tract has been provided in the Title Insurance Commitment for the property.

Acreage: All acreages are approximate. If there is a discrepancy between Riggin and Company or its representative and the actual acreage as determined by a surveyor, the price will not be adjusted. The statements, while not guaranteed, are from reliable sources. Any costs incurred in establishing boundaries shall be the responsibility of the Purchaser(s). Each sale is subject to easements, right-of-way, reservation, and/or restrictions of record.

Office of Foreign Assets Control (OFAC) Compliance: All bidders must register at the designated area. In addition, the winning bidder may be required to disclose their place of birth and/or the following information:

1. A driver's license, passport, or another reliable identification document, to confirm the identity of the customer.
2. If a legal entity is involved, such as a corporation or LLC, information to identify who controls or owns the entity. This is commonly referred to as beneficial ownership information.
3. Other appropriate information required to understand the customer's circumstances and business.

** By providing this information the winning bidder agrees to allow Riggin and Company, if necessary, to perform a search of the Specially Designated Nationals List, Blocked Persons List, and Sanctioned Country List provided by the United States Office of Foreign Assets Control. Riggin and Company, reserves the right to reject any bid and accept a backup contract, if applicable after this search has been completed.

By registering and accepting a number, all bidders agree to abide by all the Terms of Sale and accept all buyer representations below:

- I have read and agree to the Terms and Conditions of Auction Sale as set forth herein.
- I have read, understand, and agree to all the terms and conditions in the Auction Purchase and Sale Agreement without any changes to the pre-printed text.
- I understand that I do **not** have an agency relationship with the Listing Agent, Co-Listing Agent, and/ or Auctioneer(s).
- I accept full responsibility for due diligence on the real estate I am bidding on.
- I understand that all real estate will be sold "As-Is, Where-Is".
- I understand that in the event I am the successful bidder of real estate, and if I fail to close per the Auction Purchase and Sale Agreement, my earnest money deposit(s) will be forfeited.
- I hereby acknowledge that the offer is subject to seller approval unless the Auctioneer declares a Property to be sold "Absolute".
- I represent that I am not an employee, affiliate, officer, or director associated with the seller.
- In the case of a conflict between the Auction Purchase and Sales Agreement and Terms and Conditions of Auction Sale for Real Estate, the Auction Purchase and Sale Agreement shall control.
- I agree to accept Auction Marketing email notifications from Riggin & Company of future auctions and listings unless I opt-out on the Bidder Registration form.

RIGGIN & CO.
Land · Home · Auction · Insurance

BUYER'S BROKER REGISTRATION FORM

Riggin and Company welcomes the participation of a Buyer Broker that properly registers their client for the auction. In order to earn the offered commission, the Broker must do the following:

- Register his/her client by filling out the Broker Registration Form in full including the signature of the client on the form.
- Submit the completed Broker Registration form to Riggin and Company in one of the following ways:
    - Mail to Riggin and Company, 13029 E 53rd St N, Wichita, KS 67228
    - Fax to Riggin and Company at 316-462-0619
    - Email the form to ariggin@rigginhomes.com

  FOR RECEIPT BEFORE: Deadline: November 17, 2023 at 12:00 Noon
  Please submit the completed form to be received and accepted by Riggin and Company by the Deadline. All forms must be accepted prior to initial online bid and/or Live Auction Start.
- Attend and register with the client at the auction and encourage bidding. For On-line registration and bidding through the app, buyer broker must help facilitate the completion of online registration including proof of funds and sales contract documents and help provide for delivery of Earnest Money by 5 pm CST on Auction Day for auctions scheduled at 12:00 PM (Noon) or before, or by 12:00 PM (Noon) of the following business day for auctions scheduled after 12:00 PM (Noon).
- Abide by the guidelines outlined herein.

If you have any questions about the Buyer Broker registration process, please contact us at 316-773-3535.

1. A commission of **1%** of the highest bid price (Not final contract price) will be paid to any properly licensed real estate broker who submits his/her Buyer's Broker Registration Form according to the guidelines as outlined above and if: (1) The client is the winning bidder at the auction; (2) The client signs the required sales contract documents and the sales contact is ratified by the seller; and (3) The client follows the terms and conditions of the sale and closes on the property according to the terms of the purchase agreement.
2. Riggin and Company reserves the right to refuse to accept a Broker Registration Form on a client who has previously contacted or has been contacted by the Seller or their agents or if Riggin and Company has had prior contact with the prospective buyer concerning the subject property.
3. The broker, by placing his/her signature below, certifies, agrees, and acknowledges that:
    a. There will be **No Exceptions** to this procedure. No oral registrations will be accepted.
    b. Broker/Agent may only register (represent) one client per auction. Only the first registration of a prospective client will be accepted and honored.
    c. The broker's commission will be paid only as set forth under these guidelines and only as pertaining to the specific property(s) being auctioned and will be due at the final closing of the property(s) purchased by the broker's client after all consideration is paid in full.
    d. The commission/referral will be payable and disbursed only at closing. Under no circumstances will a broker fee be paid if their client defaults on the purchase or a closing does not occur for any reason.
    e. The broker will hold harmless and indemnify Riggin and Company from any and all claims with regard to such commission/referral.
    f. The broker will not receive a commission/referral without the signature of the client on the Broker Registration Form.
    g. The broker cannot receive any commission in conjunction with any other co-brokerage or referral agreement between Riggin and Company and broker.
    h. The broker represents that they are the procuring cause for the interest by the client in the subject property and that they have an agency relationship with the Buyer in this transaction or are representing themselves.
    i. By submitting this completed Broker Registration form to Riggin and Company, the broker is hereby registering the prospective buyer as their client per the terms of this registration form. This form does not register the Prospective Buyer for the auction nor does it bind the Prospective Buyer to participate in the auction. For the Prospective Buyer to bid, he/she must attend the auction in accordance with the terms and conditions of the published auction sale, provide the required deposit and any other required documentation.
4. The broker's client/prospective buyer, by placing his/her signature below, certifies, agrees, and acknowledges that:
    a. He/she has inspected the premises of the subject property(s).
    b. Commission shall be paid only to the broker representing the client/prospective buyer as acknowledged in this form.
    c. He/she will hold harmless and indemnify Riggin and Company and Seller from any and all representations made by the buyer's broker.
5. The Listing Agent, Co-Listing Agent (if applicable) and the Auctioneer are Seller(s)' Agents in this transaction.

Property Information:
ADDRESS OF PROPERTY: **6409 S High Point Rd, Partridge KS 67566**
AUCTION DATE: **November 18, 2023** AUCTION TIME: **12:00 PM (NOON)**
Broker/Agent Information:
BROKER/AGENT: ______________________ COMPANY NAME: ______________________
COMPANY ADDRESS: ______________________
LICENSE NUMBER: ______________________ COMPANY TAX ID NUMBER: ______________________
OFFICE PHONE: ____________ FAX: ____________ CELL PHONE: ______________________

Client (Prospective Buyer/Bidder) Information
CLIENT: ______________________
ADDRESS: ______________________
HOME PHONE: ____________ OFFICE PHONE: ____________ CELL PHONE: ***620-474-1335***

Understood and Accepted:

PROSPECTIVE BUYER/CLIENT SIGNATURE: ______________________ DATE: ___________

BROKER/AGENT SIGNATURE: ______________________ DATE: ___________

RIGGIN AND COMPANY
OFFICE USE ONLY:
Date Received: ___________
Time Received: ________ am/pm
Accepted: ___________

BIDDER # _______________
(To be assigned by Auctioneer)