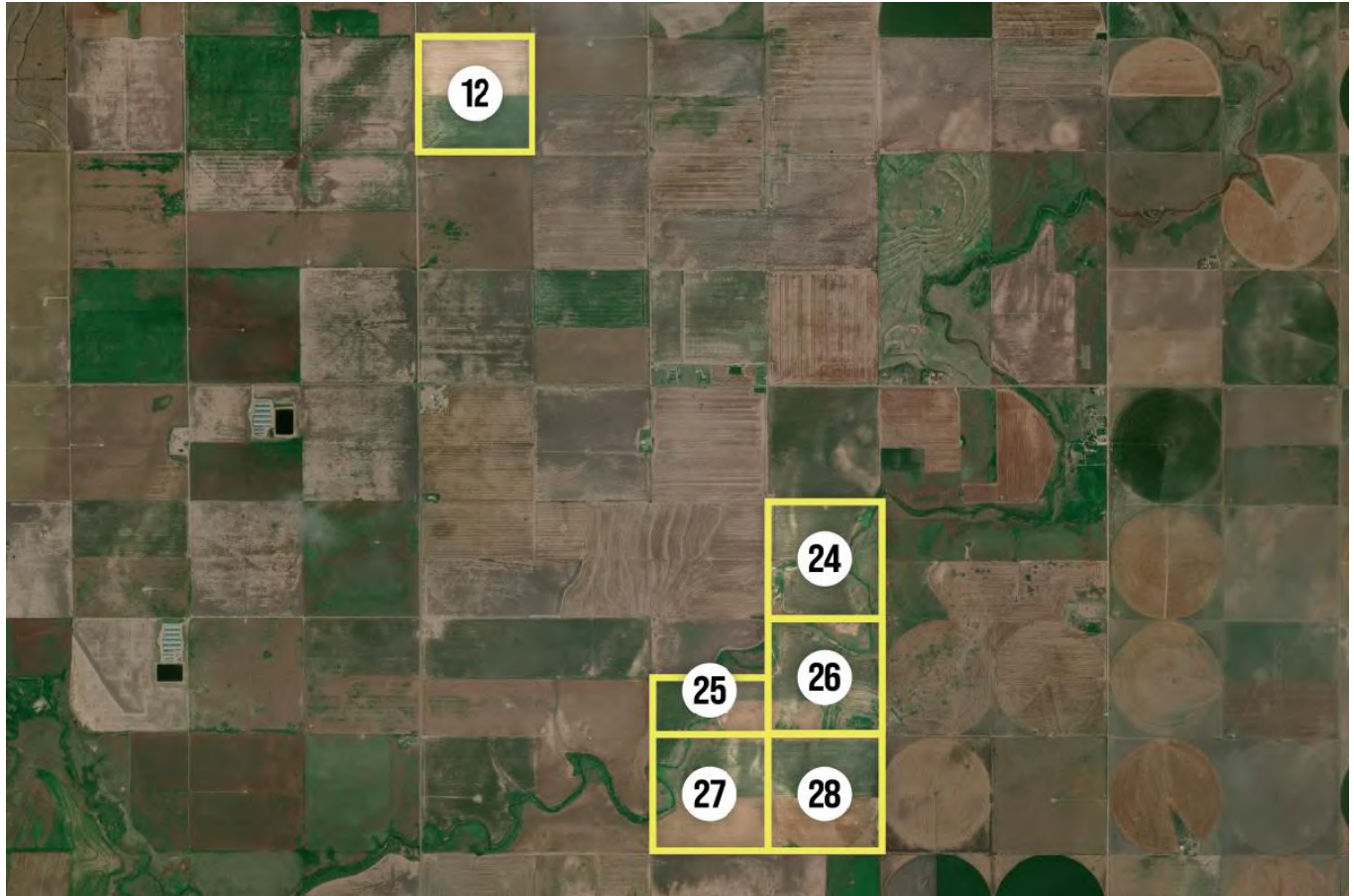


PROPERTY INFORMATION PACKET | THE DETAILS



Parcels 24-28

AUCTION: SATURDAY, JULY 13th, 2024 @ 10:30 AM

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





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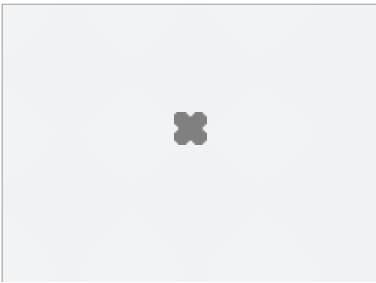
- PROPERTY DETAIL PAGES
- AERIAL MAP
- SOIL MAPS
- FSA MAPS
- CRP CONTRACTS
- FARM LEASE
- FARM RECORDS
- TERMS AND CONDITIONS
- BRRETA DISCLOSURE
- GUIDE TO AUCTION COSTS

The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy 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. The Title Commitment Schedule B Part II-Exceptions will be added as a supporting document on McCurdy.com at the time it is provided by the title company. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500 minimum) added to the final bid.

MLS PIP



MLS # 640188
Class Land
Property Type Undeveloped Acreage
County Morton
Area SCKMLS
Address 2330 24.5 Rd
Address 2 Parcel 24 of 28
City Rolla
State KS
Zip 67954
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 2



GENERAL

List Agent - Agent Name and Phone	Isaac Klingman	Realtor.com Y/N	Yes
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Display on Public Websites	Yes
Co-List Agent - Agent Name and Phone		Display Address	Yes
Co-List Office - Office Name and Phone		VOW: Allow 3rd Party Comm	Yes
Showing Phone	888-874-0581	Variable Comm	Non-Variable
Zoning Usage	Agriculture	Virtual Tour Y/N	
Parcel ID	0650272500000004000		
Number of Acres	159.20		
Price Per Acre	0.00		
Lot Size/SqFt	159.2 acre		
School District	Rolla School District (USD 217)		
Elementary School	Other		
Middle School	Other		
High School	Other		
Subdivision	NONE LISTED ON TAX RECORD		
Legal	S25 , T31 , R40W , ACRES 159.2 , SE		

DIRECTIONS

Directions SE of Z Blvd & 24.5 Rd

FEATURES

SHAPE / LOCATION Rectangular	IMPROVEMENTS None	FLOOD INSURANCE Unknown	LOCKBOX None
TOPOGRAPHIC Level	OUTBUILDINGS None	SALE OPTIONS Other/See Remarks	AGENT TYPE Sellers Agent
PRESENT USAGE Tillable	MISCELLANEOUS FEATURES No Crops Included	PROPOSED FINANCING Other/See Remarks	OWNERSHIP Individual
ROAD FRONTAGE Dirt	DOCUMENTS ON FILE None	POSSESSION At Closing	TYPE OF LISTING Excl Right w/o Reserve
UTILITIES AVAILABLE Other/See Remarks		SHOWING INSTRUCTIONS Call List Agent/Office	BUILDER OPTIONS Open Builder

FINANCIAL

Assumable Y/N	No
General Taxes	\$562.65
General Tax Year	2023
Yearly Specials	\$7.96
Total Specials	\$7.96
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Security 1st Title

PUBLIC REMARKS

Public Remarks Property offered live, offsite with online bidding. 10% Buyer's Premium will be added to the final bid. Parcel 24 of 28 159+/- Acres of Morton County, Kansas farmland. As one of the largest land offerings in the county, this auction presents a unique chance for buyers to expand their agricultural production, acquire recreational property or simply invest in Kansas land. SE ¼ of 25-31S-40W 159.2 taxable acres Leased at \$28 per tillable dryland acre until 1/1/2036 ½ on January 1 and ½ on July 1 Z Blvd frontage North Fork Cimarron River Immediate Possession on Improvements Quonset building w/ concrete floor Outbuildings and homes See property information packet for FSA data and map There is a current farm lease until 1/1/2036 on parcels 1, 9, 10, 12, and 24-28 for \$28 per tillable dryland acre and \$32 per tillable irrigated acre, this lease will transfer to the new buyer and the cash rent will be prorated. The 2024 CRP payments per parcel will be prorated to the new buyer by FSA. Buyer shall succeed and maintain the CRP contract for the duration of the contract and be in compliance with FSA guidelines. Any compliance issues or terminations as well as expenses or fees will be the responsibility of the new buyer. The sale of all parcels 1-28 is for surface rights only, mineral interests do not convey. *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 \$10,000

MARKETING REMARKS

Marketing Remarks

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview
Method of Auction	Live w/Online Bidding	1 - Open/Preview Date
Auction Location	Memorial Hall Hugoton	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	7/13/2024	2 - Open for Preview
Auction Start Time	10:30 AM	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	07/12/24 @ 5 PM	2 - Open End Time
Buyer Premium Y/N	Yes	3 - Open for Preview
Premium Amount	0.10	3 - Open/Preview Date
Earnest Money Y/N	Yes	3 - Open Start Time
Earnest Amount %/\$	10,000.00	3 - Open End Time

TERMS OF SALE

Terms of Sale See associated documents

PERSONAL PROPERTY

Personal Property

SOLD

How Sold	Selling Agent - Agent Name and Phone
Sale Price	Co-Selling Agent - Agent Name and Phone
Net Sold Price	Selling Office - Office Name and Phone
Pending Date	Co-Selling Office - Office Name and Phone
Closing Date	Appraiser Name
Short Sale Y/N	Non-Mbr Appr Name
Seller Paid Loan Asst.	
Previously Listed Y/N	
Includes Lot Y/N	
Sold at Auction Y/N	

ADDITIONAL PICTURES





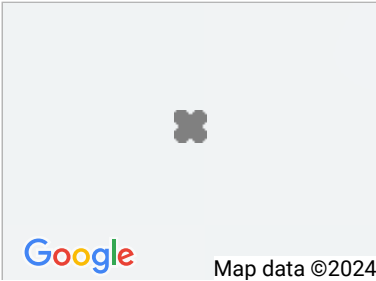
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MLS PIP



MLS # 640190
Class Land
Property Type Undeveloped Acreage
County Morton
Area SCKMLS
Address 80 +/- Acres off X Blvd
Address 2 Parcel 25 of 28
City Rolla
State KS
Zip 67954
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 2



GENERAL

List Agent - Agent Name and Phone	Isaac Klingman	Realtor.com Y/N	Yes
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Display on Public Websites	Yes
Co-List Agent - Agent Name and Phone		Display Address	Yes
Co-List Office - Office Name and Phone		VOW: Allow 3rd Party Comm	Yes
Showing Phone	888-874-0581	Variable Comm	Non-Variable
Zoning Usage	Agriculture	Virtual Tour Y/N	
Parcel ID	065027360000000100B		
Number of Acres	80.00		
Price Per Acre	0.00		
Lot Size/SqFt	80 acres		
School District	Rolla School District (USD 217)		
Elementary School	Other		
Middle School	Other		
High School	Other		
Subdivision	NONE LISTED ON TAX RECORD		
Legal	S36, T31, R40W, ACRES 80, S /2NW		

DIRECTIONS

Directions NE of X Blvd & 23 Rd

FEATURES

SHAPE / LOCATION	IMPROVEMENTS	FLOOD INSURANCE	LOCKBOX
Rectangular	None	Unknown	None
TOPOGRAPHIC	OUTBUILDINGS	SALE OPTIONS	AGENT TYPE
Level	None	Other/See Remarks	Sellers Agent
PRESENT USAGE	MISCELLANEOUS FEATURES	PROPOSED FINANCING	OWNERSHIP
Tillable	No Crops Included	Other/See Remarks	Individual
ROAD FRONTAGE	No Mineral Rights Include	POSSESSION	TYPE OF LISTING
Dirt	DOCUMENTS ON FILE	At Closing	Excl Right w/o Reserve
UTILITIES AVAILABLE	None	SHOWING INSTRUCTIONS	BUILDER OPTIONS
Other/See Remarks		Call List Agent/Office	Open Builder

FINANCIAL

Assumable Y/N	No
General Taxes	\$38.28
General Tax Year	2023
Yearly Specials	\$4.00
Total Specials	\$4.00
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Security 1st Title

PUBLIC REMARKS

Public Remarks Property offered live, offsite with online bidding. 10% Buyer's Premium will be added to the final bid. Parcel 25 of 28 80+/- Acres of Morton County, Kansas farmland. As one of the largest land offerings in the county, this auction presents a unique chance for buyers to expand their agricultural production, acquire recreational property or simply invest in Kansas land. - S ½ of NW ¼ of 36-31S-40W - 80 taxable acres - Leased at \$28 per tillable dryland acre until 1/1/2036 o ½ on January 1 and ½ on July 1 - Water right 6571-00, 12/26 /1956 priority date o 562 acres authorized (Parcels 25-28) o 746 Acre Feet authorized o 1040 GPM o Water well is located on parcel 27 o 7 Tower Zimmatic Circle and diesel motor belong to tenant - North Fork Cimarron River - See property information packet for FSA data and map There is a current farm lease until 1/1/2036 on parcels 1, 9, 10, 12, and 24-28 for \$28 per tillable dryland acre and \$32 per tillable irrigated acre, this lease will transfer to the new buyer and the cash rent will be prorated. The 2024 CRP payments per parcel will be prorated to the new buyer by FSA. Buyer shall succeed and maintain the CRP contract for the duration of the contract and be in compliance with FSA guidelines. Any compliance issues or terminations as well as expenses or fees will be the responsibility of the new buyer. The sale of all parcels 1-28 is for surface rights only, mineral interests do not convey. *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 \$5,000

MARKETING REMARKS

Marketing Remarks

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview
Method of Auction	Live w/Online Bidding	1 - Open/Preview Date
Auction Location	Memorial Hall Hugoton	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	7/13/2024	2 - Open for Preview
Auction Start Time	10:30 AM	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	07/12/24 @ 5 PM	2 - Open End Time
Buyer Premium Y/N	Yes	3 - Open for Preview
Premium Amount	0.10	3 - Open/Preview Date
Earnest Money Y/N	Yes	3 - Open Start Time
Earnest Amount %/\$	10,000.00	3 - Open End Time

TERMS OF SALE

Terms of Sale See associated documents

PERSONAL PROPERTY

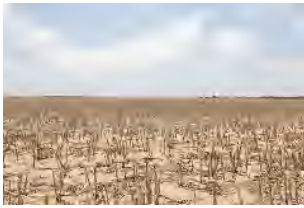
Personal Property

SOLD

How Sold	Selling Agent - Agent Name and Phone
Sale Price	Co-Selling Agent - Agent Name and Phone
Net Sold Price	Selling Office - Office Name and Phone
Pending Date	Co-Selling Office - Office Name and Phone
Closing Date	Appraiser Name
Short Sale Y/N	Non-Mbr Appr Name
Seller Paid Loan Asst.	
Previously Listed Y/N	
Includes Lot Y/N	
Sold at Auction Y/N	

ADDITIONAL PICTURES





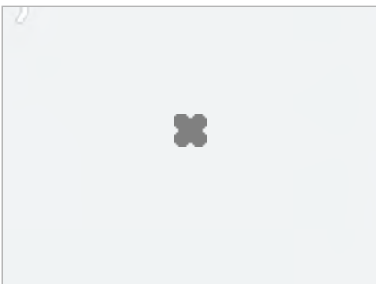
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MLS PIP



MLS # 640193
Class Land
Property Type Undeveloped Acreage
County Morton
Area SCKMLS
Address 161 +/- Acres off 25 Rd
Address 2 Parcel 26 of 28
City Rolla
State KS
Zip 67954
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 2



GENERAL

List Agent - Agent Name and Phone	Isaac Klingman	Realtor.com Y/N	Yes
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Display on Public Websites	Yes
Co-List Agent - Agent Name and Phone		Display Address	Yes
Co-List Office - Office Name and Phone		VOW: Allow 3rd Party Comm	Yes
Showing Phone	888-874-0581	Variable Comm	Non-Variable
Zoning Usage	Agriculture	Virtual Tour Y/N	
Parcel ID	065027360000000100A		
Number of Acres	161.00		
Price Per Acre	0.00		
Lot Size/SqFt	161 acres		
School District	Rolla School District (USD 217)		
Elementary School	Other		
Middle School	Other		
High School	Other		
Subdivision	NONE LISTED ON TAX RECORD		
Legal	S36, T31, R40W, ACRES 161, NE		

DIRECTIONS

Directions NW of X Blvd & 25 Rd

FEATURES

SHAPE / LOCATION	IMPROVEMENTS	FLOOD INSURANCE	LOCKBOX
Rectangular	None	Unknown	None
TOPOGRAPHIC	OUTBUILDINGS	SALE OPTIONS	AGENT TYPE
Level	None	Other/See Remarks	Sellers Agent
PRESENT USAGE	MISCELLANEOUS FEATURES	PROPOSED FINANCING	OWNERSHIP
Tillable	No Crops Included	Other/See Remarks	Individual
ROAD FRONTAGE	No Mineral Rights Include	POSSESSION	TYPE OF LISTING
Dirt	DOCUMENTS ON FILE	At Closing	Excl Right w/o Reserve
UTILITIES AVAILABLE	None	SHOWING INSTRUCTIONS	BUILDER OPTIONS
Other/See Remarks		Call List Agent/Office	Open Builder

FINANCIAL

Assumable Y/N	No
General Taxes	\$78.47
General Tax Year	2023
Yearly Specials	\$8.05
Total Specials	\$8.05
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Security 1st Title

PUBLIC REMARKS

Public Remarks Property offered live, offsite with online bidding. 10% Buyer's Premium will be added to the final bid. Parcel 26 of 28 161+/- Acres of Morton County, Kansas farmland. As one of the largest land offerings in the county, this auction presents a unique chance for buyers to expand their agricultural production, acquire recreational property or simply invest in Kansas land. - NE ¼ of 36-31S-40W - 161 taxable acres - Leased at \$28 per tillable dryland acre until 1/1/2036 o ½ on January 1 and ½ on July 1 - Water right 6571-00, 12/26/1956 priority date o 562 acres authorized (Parcels 25-28) o 746 Acre Feet authorized o 1040 GPM o Water well is located on parcel 27 o 7 Tower Zimmatic Circle and diesel motor belong to tenant - North Fork Cimarron River - See property information packet for FSA data and map There is a current farm lease until 1/1/2036 on parcels 1, 9, 10, 12, and 24-28 for \$28 per tillable dryland acre and \$32 per tillable irrigated acre, this lease will transfer to the new buyer and the cash rent will be prorated. The 2024 CRP payments per parcel will be prorated to the new buyer by FSA. Buyer shall succeed and maintain the CRP contract for the duration of the contract and be in compliance with FSA guidelines. Any compliance issues or terminations as well as expenses or fees will be the responsibility of the new buyer. The sale of all parcels 1-28 is for surface rights only, mineral interests do not convey. *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 \$10,000

MARKETING REMARKS

Marketing Remarks

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview
Method of Auction	Live w/Online Bidding	1 - Open/Preview Date
Auction Location	Memorial Hall Hugoton	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	7/13/2024	2 - Open for Preview
Auction Start Time	10:30 AM	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	07/12/24 @ 5 PM	2 - Open End Time
Buyer Premium Y/N	Yes	3 - Open for Preview
Premium Amount	0.10	3 - Open/Preview Date
Earnest Money Y/N	Yes	3 - Open Start Time
Earnest Amount %/\$	10,000.00	3 - Open End Time

TERMS OF SALE

Terms of Sale See associated documents

PERSONAL PROPERTY

Personal Property

SOLD

How Sold	Selling Agent - Agent Name and Phone
Sale Price	Co-Selling Agent - Agent Name and Phone
Net Sold Price	Selling Office - Office Name and Phone
Pending Date	Co-Selling Office - Office Name and Phone
Closing Date	Appraiser Name
Short Sale Y/N	Non-Mbr Appr Name
Seller Paid Loan Asst.	
Previously Listed Y/N	
Includes Lot Y/N	
Sold at Auction Y/N	

ADDITIONAL PICTURES





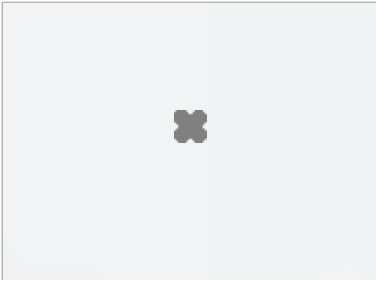
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MLS PIP



MLS # 640194
Class Land
Property Type Undeveloped Acreage
County Morton
Area SCKMLS
Address 160 +/- Acres off X Blvd
Address 2 Parcel 27 of 28
City Rolla
State KS
Zip 67954
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 2



GENERAL

List Agent - Agent Name and Phone	Isaac Klingman	Realtor.com Y/N	Yes
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Display on Public Websites	Yes
		Display Address	Yes
Co-List Agent - Agent Name and Phone		VOW: Allow 3rd Party Comm	Yes
Co-List Office - Office Name and Phone		Variable Comm	Non-Variable
Showing Phone	888-874-0581	Virtual Tour Y/N	
Zoning Usage	Agriculture		
Parcel ID	065027360000000100C		
Number of Acres	159.80		
Price Per Acre	0.00		
Lot Size/SqFt	159.8 acre		
School District	Rolla School District (USD 217)		
Elementary School	Other		
Middle School	Other		
High School	Other		
Subdivision	NONE LISTED ON TAX RECORD		
Legal	S36, T31, R40W, ACRES 159.8, SW		

DIRECTIONS

Directions NW of X Blvd & 25 Rd

FEATURES

SHAPE / LOCATION Rectangular	IMPROVEMENTS None	FLOOD INSURANCE Unknown	LOCKBOX None
TOPOGRAPHIC Level	OUTBUILDINGS None	SALE OPTIONS Other/See Remarks	AGENT TYPE Sellers Agent
PRESENT USAGE Recreational Tillable	MISCELLANEOUS FEATURES No Crops Included No Mineral Rights Include	PROPOSED FINANCING Other/See Remarks	OWNERSHIP Individual
ROAD FRONTAGE Dirt	DOCUMENTS ON FILE None	POSSESSION At Closing	TYPE OF LISTING Excl Right w/o Reserve
UTILITIES AVAILABLE Other/See Remarks		SHOWING INSTRUCTIONS Call List Agent/Office	BUILDER OPTIONS Open Builder

FINANCIAL

Assumable Y/N	No
General Taxes	\$876.60
General Tax Year	2023
Yearly Specials	\$132.63
Total Specials	\$132.63
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Security 1st Title

PUBLIC REMARKS

Public Remarks Property offered live, offsite with online bidding. 10% Buyer's Premium will be added to the final bid. Parcel 27 of 28 160+/- Acres of Morton County, Kansas farmland. As one of the largest land offerings in the county, this auction presents a unique chance for buyers to expand their agricultural production, acquire recreational property or simply invest in Kansas land. - SW ¼ of 36-31S-40W - 159.8 taxable acres - Leased at \$28 an acre for dryland and \$32 an acre for irrigated until 1/1/2036 o ½ on January 1 and ½ on July 1 - Water right 6571-00, 12/26/1956 priority date o 562 acres authorized (Parcels 25-28) o 746 Acre Feet authorized o 1040 GPM o Water well is located on parcel 27 o 7 Tower Zimmatic Circle and diesel motor belong to tenant - North Fork Cimarron River - See property information packet for FSA data and map There is a current farm lease until 1/1/2036 on parcels 1, 9, 10, 12, and 24-28 for \$28 per tillable dryland acre and \$32 per tillable irrigated acre, this lease will transfer to the new buyer and the cash rent will be prorated. The 2024 CRP payments per parcel will be prorated to the new buyer by FSA. Buyer shall succeed and maintain the CRP contract for the duration of the contract and be in compliance with FSA guidelines. Any compliance issues or terminations as well as expenses or fees will be the responsibility of the new buyer. The sale of all parcels 1-28 is for surface rights only, mineral interests do not convey. *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 \$10,000

MARKETING REMARKS

Marketing Remarks

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview
Method of Auction	Live w/Online Bidding	1 - Open/Preview Date
Auction Location	Memorial Hall Hugoton	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	7/13/2024	2 - Open for Preview
Auction Start Time	10:30 AM	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	07/12/24 @ 5 PM	2 - Open End Time
Buyer Premium Y/N	Yes	3 - Open for Preview
Premium Amount	0.10	3 - Open/Preview Date
Earnest Money Y/N	Yes	3 - Open Start Time
Earnest Amount %/\$	10,000.00	3 - Open End Time

TERMS OF SALE

Terms of Sale See associated documents

PERSONAL PROPERTY

Personal Property

SOLD

How Sold	Selling Agent - Agent Name and Phone
Sale Price	Co-Selling Agent - Agent Name and Phone
Net Sold Price	Selling Office - Office Name and Phone
Pending Date	Co-Selling Office - Office Name and Phone
Closing Date	Appraiser Name
Short Sale Y/N	Non-Mbr Appr Name
Seller Paid Loan Asst.	
Previously Listed Y/N	
Includes Lot Y/N	
Sold at Auction Y/N	

ADDITIONAL PICTURES





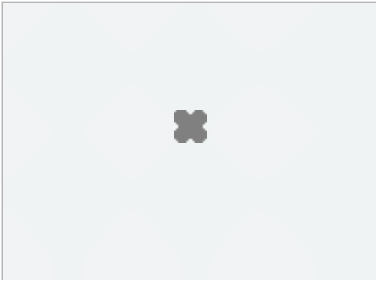
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MLS PIP



MLS # 640195
Class Land
Property Type Undeveloped Acreage
County Morton
Area SCKMLS
Address 160 +/- Acres at X Blvd & 25 Rd
Address 2 Parcel 28 of 28
City Rolla
State KS
Zip 67954
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 2



GENERAL

List Agent - Agent Name and Phone	Isaac Klingman	Realtor.com Y/N	Yes
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Display on Public Websites	Yes
Co-List Agent - Agent Name and Phone		Display Address	Yes
Co-List Office - Office Name and Phone		VOW: Allow 3rd Party Comm	Yes
Showing Phone	888-874-0581	Variable Comm	Non-Variable
Zoning Usage	Agriculture	Virtual Tour Y/N	
Parcel ID	065027360000000100D		
Number of Acres	159.70		
Price Per Acre	0.00		
Lot Size/SqFt	159.7 acre		
School District	Rolla School District (USD 217)		
Elementary School	Other		
Middle School	Other		
High School	Other		
Subdivision	NONE LISTED ON TAX RECORD		
Legal	S36, T31, R40W, ACRES 159.7, S		

DIRECTIONS

Directions NW Corner of X Blvd & 25 Rd

FEATURES

SHAPE / LOCATION Rectangular	IMPROVEMENTS None	FLOOD INSURANCE Unknown	LOCKBOX None
TOPOGRAPHIC Level	OUTBUILDINGS None	SALE OPTIONS Other/See Remarks	AGENT TYPE Sellers Agent
PRESENT USAGE Recreational Tillable	MISCELLANEOUS FEATURES No Crops Included No Mineral Rights Include	PROPOSED FINANCING Other/See Remarks	OWNERSHIP Individual
ROAD FRONTAGE Dirt	DOCUMENTS ON FILE None	POSSESSION At Closing	TYPE OF LISTING Excl Right w/o Reserve
UTILITIES AVAILABLE Other/See Remarks		SHOWING INSTRUCTIONS Call List Agent/Office	BUILDER OPTIONS Open Builder

FINANCIAL

Assumable Y/N	No
General Taxes	\$234.94
General Tax Year	2023
Yearly Specials	\$8.84
Total Specials	\$8.84
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Security 1st Title

PUBLIC REMARKS

Public Remarks Property offered live, offsite with online bidding. 10% Buyer's Premium will be added to the final bid. Parcel 28 of 28 160+/- Acres of Morton County, Kansas farmland. As one of the largest land offerings in the county, this auction presents a unique chance for buyers to expand their agricultural production, acquire recreational property or simply invest in Kansas land. SE ¼ of 36-31S-40W 159.7 taxable acres Leased at \$28 an acre for dryland and \$32 an acre for irrigated until 1/1/2036 ½ on January 1 and ½ on July 1 Water right 6571 -00, 12/26/1956 priority date 562 acres authorized (Parcels 25-28) 746 Acre Feet authorized 1040 GPM Water well is located on parcel 27 7 Tower Zimmatic Circle and diesel motor belong to tenant North Fork Cimarron River See property information packet for FSA data and map There is a current farm lease until 1/1/2036 on parcels 1, 9, 10, 12, and 24-28 for \$28 per tillable dryland acre and \$32 per tillable irrigated acre, this lease will transfer to the new buyer and the cash rent will be prorated. The 2024 CRP payments per parcel will be prorated to the new buyer by FSA. Buyer shall succeed and maintain the CRP contract for the duration of the contract and be in compliance with FSA guidelines. Any compliance issues or terminations as well as expenses or fees will be the responsibility of the new buyer. The sale of all parcels 1-28 is for surface rights only, mineral interests do not convey. *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 \$10,000

MARKETING REMARKS

Marketing Remarks

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview
Method of Auction	Live w/Online Bidding	1 - Open/Preview Date
Auction Location	Memorial Hall Hugoton	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	7/13/2024	2 - Open for Preview
Auction Start Time	10:30 AM	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	07/12/24 @ 5 PM	2 - Open End Time
Buyer Premium Y/N	Yes	3 - Open for Preview
Premium Amount	0.10	3 - Open/Preview Date
Earnest Money Y/N	Yes	3 - Open Start Time
Earnest Amount %/\$	10,000.00	3 - Open End Time

TERMS OF SALE

Terms of Sale See associated documents

PERSONAL PROPERTY

Personal Property

SOLD

How Sold	Selling Agent - Agent Name and Phone
Sale Price	Co-Selling Agent - Agent Name and Phone
Net Sold Price	Selling Office - Office Name and Phone
Pending Date	Co-Selling Office - Office Name and Phone
Closing Date	Appraiser Name
Short Sale Y/N	Non-Mbr Appr Name
Seller Paid Loan Asst.	
Previously Listed Y/N	
Includes Lot Y/N	
Sold at Auction Y/N	

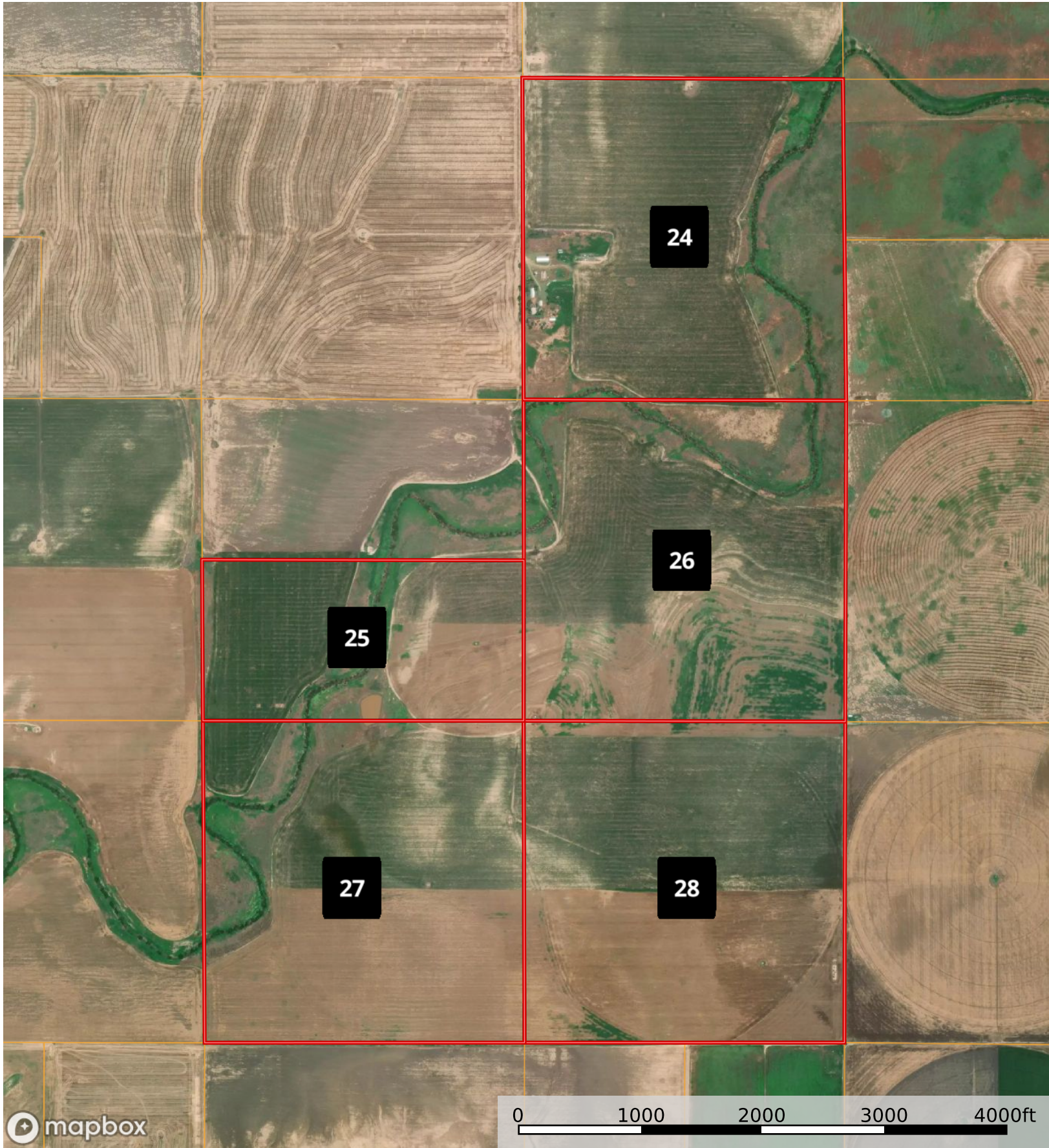
ADDITIONAL PICTURES

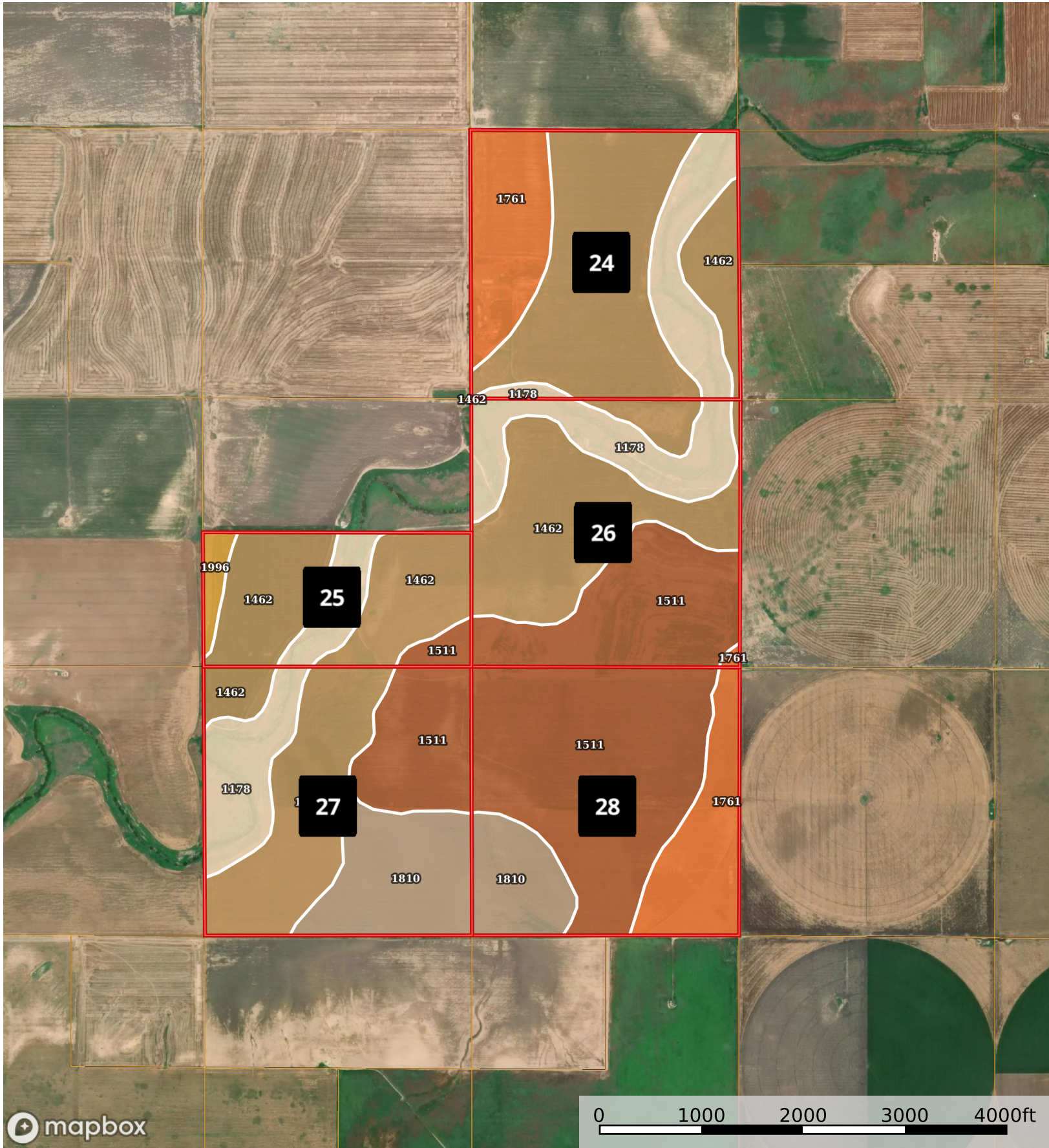




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| All Polygons 720.18 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
1462	Shore loam, rarely flooded	285.47	39.64	0	39	2w
1511	Atchison loam, 1 to 3 percent slopes	195.04	27.08	0	39	3e
1178	Haverson fine sandy loam, occasionally flooded	101.61	14.11	0	37	4c
1761	Richfield silt loam, 0 to 1 percent slopes	69.5	9.65	0	65	3c
1810	Satanta loam, 0 to 1 percent slopes	63.18	8.77	0	59	2e
1996	Wagonbed silty clay loam, 1 to 3 percent slopes	5.38	0.75	0	44	3c
TOTALS		720.18(*)	100%	-	43.02	2.66

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

| Boundary 1 1 160.19 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
1462	Shore loam, rarely flooded	95.83	59.82	0	39	2w
1761	Richfield silt loam, 0 to 1 percent slopes	35.02	21.86	0	65	3c
1178	Haverson fine sandy loam, occasionally flooded	29.34	18.32	0	37	4c
TOTALS		160.19(*)	100%	-	44.32	2.58

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

| Boundary 1 2 80.03 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
1462	Shore loam, rarely flooded	56.47	70.57	0	39	2w
1178	Haverson fine sandy loam, occasionally flooded	13.11	16.38	0	37	4c
1996	Wagonbed silty clay loam, 1 to 3 percent slopes	5.38	6.72	0	44	3c
1511	Atchison loam, 1 to 3 percent slopes	5.07	6.34	0	39	3e
TOTALS		80.03(*)	100%	-	39.01	2.46

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

| Boundary 2 1 160.23 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
1462	Shore loam, rarely flooded	72.69	45.37	0	39	2w
1511	Atchison loam, 1 to 3 percent slopes	54.03	33.72	0	39	3e

1178	Haverson fine sandy loam, occasionally flooded	32.79	20.47	0	37	4c
1761	Richfield silt loam, 0 to 1 percent slopes	0.72	0.45	0	65	3c
TOTALS		160.2 3(*)	100%	-	38.71	2.75

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

| Boundary 3 1 159.87 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
1462	Shore loam, rarely flooded	60.48	37.83	0	39	2w
1810	Satanta loam, 0 to 1 percent slopes	40.01	25.03	0	59	2e
1511	Atchison loam, 1 to 3 percent slopes	33.01	20.65	0	39	3e
1178	Haverson fine sandy loam, occasionally flooded	26.37	16.49	0	37	4c
TOTALS		159.8 7(*)	100%	-	43.68	2.54

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

| Boundary 4 1 159.86 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
1511	Atchison loam, 1 to 3 percent slopes	102.9 3	64.39	0	39	3e
1761	Richfield silt loam, 0 to 1 percent slopes	33.76	21.12	0	65	3c
1810	Satanta loam, 0 to 1 percent slopes	23.17	14.49	0	59	2e
TOTALS		159.8 6(*)	100%	-	47.39	2.86

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability

								
	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

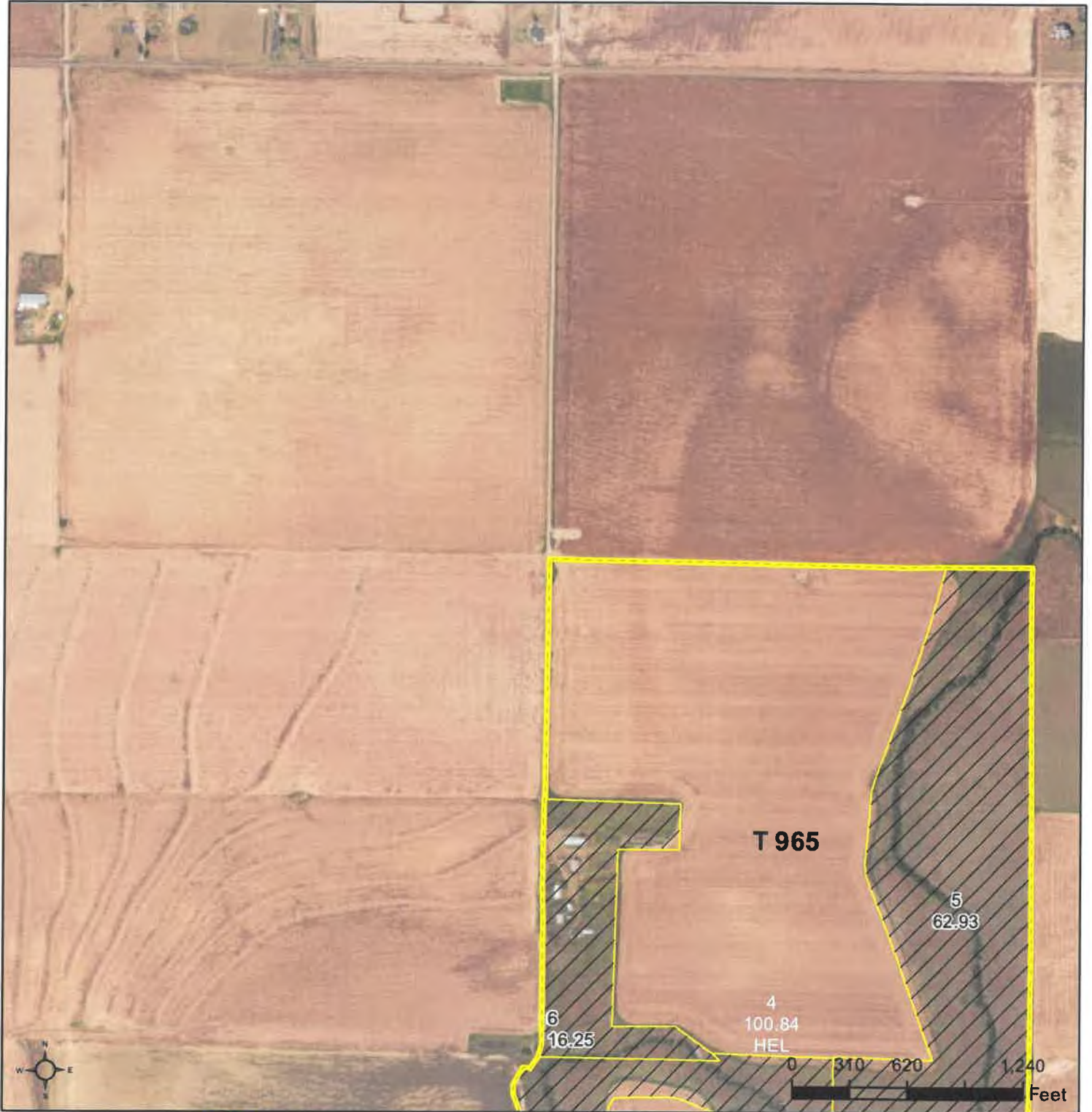
(s) soil limitations within the rooting zone (w) excess of water



United States
Department of
Agriculture

Morton County, Kansas

24



Common Land Unit Tract Boundary

Non-Cropland
 Cropland

Wetland Determination Identifiers

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

Unless noted on field:

- | | |
|--------------------------|-------------------------|
| 1/ All Wheat HRW, NI, GR | 6/ Sorghum, GRS, NI, GR |
| 2/ All Wheat HRW, IR, GR | 7/ Sorghum, GRS, IR, GR |
| 3/ All Corn YEL, IR, GR | 8/ Sorghum, CAN, IR, FG |
| 4/ All Corn YEL, NI, GR | 9/ Grass, NAG, NI, GZ |
| 5/ Soybeans, COM, IR, GR | 10/ Alfalfa, IR, FG |

Tract Cropland Total: 585.06 acres

2024 Program Year

Map Created September 28, 2023

Farm 3010

Tract 965

25-31-40

Displayed over 2021 NAIP

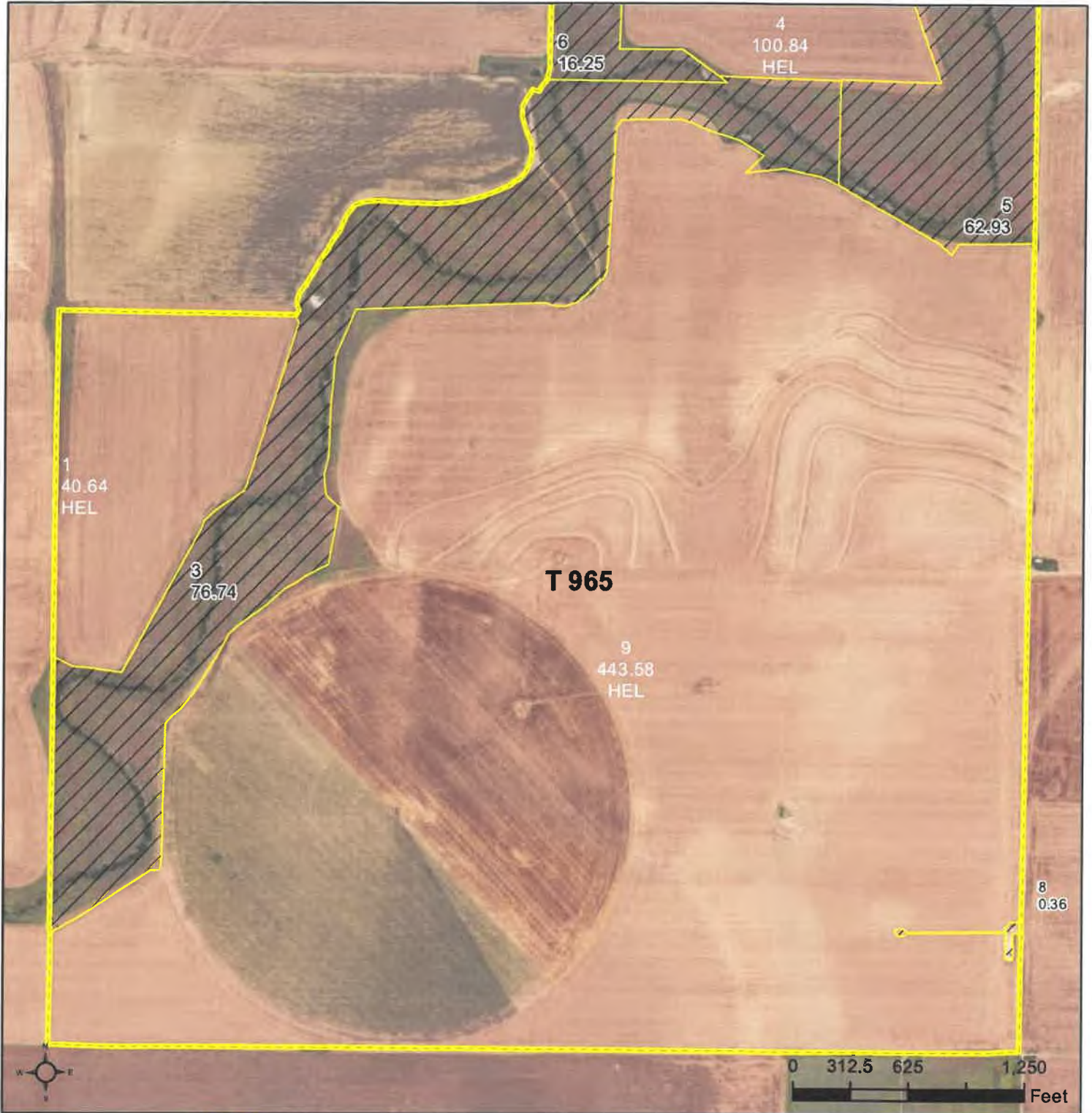
United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program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

25-28



United States
Department of
Agriculture

Morton County, Kansas



Common Land Unit Tract Boundary

Non-Cropland
 Cropland

Wetland Determination Identifiers

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

Unless noted on field:

- | | |
|--------------------------|-------------------------|
| 1/ All Wheat HRW, NI, GR | 6/ Sorghum, GRS, NI, GR |
| 2/ All Wheat HRW, IR, GR | 7/ Sorghum, GRS, IR, GR |
| 3/ All Corn YEL, IR, GR | 8/ Sorghum, CAN, IR, FG |
| 4/ All Corn YEL, NI, GR | 9/ Grass, NAG, NI, GZ |
| 5/ Soybeans, COM, IR, GR | 10/ Alfalfa, IR, FG |

Tract Cropland Total: 585.06 acres

2024 Program Year

Map Created September 28, 2023

Farm 3010

Tract 965

36-31-40

Displayed over 2021 NAIP

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

Parcels: 1, 9, 10, 12, 24, 25, 26, 27, 28

FARM LEASE-CASH RENT
MORTON COUNTY

PARTIES: This Farm Lease is made and entered into this 4/13/2020 by and between
----- hereinafter referred to as OWNER and
----- hereinafter referred to as TENANT.

PROPERTY: The OWNER leases to the TENANT the following described property situated in MORTON COUNTY, KANSAS.

SE $\frac{1}{4}$ of 36-31-40	SE $\frac{1}{4}$ of 25-31-40 (excluding buildings and the land under the buildings and structures)
SW $\frac{1}{4}$ of 36-31-40	SW $\frac{1}{4}$ of 14-31-40
NE $\frac{1}{4}$ of 36-31-40	SE $\frac{1}{4}$ of 17-31-40
N $\frac{1}{4}$ of the NW $\frac{1}{4}$ of 36-31-40	NW $\frac{1}{4}$ of 20-31-40
	SE $\frac{1}{4}$ of 4-31-41

TERMS: The term of this lease shall be for 15 years beginning on 1/1/2021, and shall end on, 1/1/2036 without notice of any type being required by the owner, unless expressly required by applicable State Law.

RENT: The TENANT shall pay the owner as rental for the above described farm: \$28. (twenty-eight) dollars per acre if dryland, \$32 (thirty-two) dollars per acre if irrigated, $\frac{1}{2}$ due January 1, and $\frac{1}{2}$ due July 1, of each calendar year of the lease, Payments not received by the OWNER within 5 days of the due dates shall result in termination of the lease.

EXPENSES: Except as otherwise specified herein, all expenses incident to the operation of this property during the terms of this lease shall be paid by the TENANT.

FARM PROGRAMS: All decisions concerning participation of this property in Local, State or Federal agriculture programs with the exception of Conservation programs, shall be at the discretion of the TENANT. Any government payments under the programs shall be received 100% by the TENANT, with the exception of conservation programs.

It is mutually understood and agreed that if the TENANT a) receives any advanced programs payments for the farm year covered by this lease or any subsequent year, and b) fails or refuses to comply with the terms and conditions of this lease, and c) is terminated by the OWNER as the TENANT under this lease for any reason, then the TENANT agrees to immediately return the advanced government program payments. As determined by the Farm Service Agency (FSA), the payments shall be returned to the FSA.

THE "TENANT IS EXPECTED TO COMPLY WITH ALL GOVERNMENT PROGRAMS. ALL CONSERVATION BENEFITS BELONG TO THE OWNER IN THEIR ENTIRETY UNLESS AGREED UPON IN WRITING BETWEEN THE OWNER AND TENANT.

AGRICULTURE CHEMICALS: The Tenant agrees that the amounts of chemicals to be applied will be in accordance with State and Federal laws.

The OWNER requires a copy of all ledger sheets for all crops, for their files. This information is necessary for future FSA and Multimedia (MPCI) documentation. These documents will be sent to the OWNER not later than DECEMBER 31st of each crop year.

ASSIGNMENT-SUBLEASING: TENANT agrees not to assign this lease to any other person, nor sublease any part of the property herein without written permission of the OWNER. This includes the subleasing for grazing and hunting rights. The OWNER exclusively retains the hunting rights to this property. Grazing shall not be allowed without written permission of the OWNER.

RIGHT TO ENTER: The OWNER, or assigns, shall have the right to go upon the premises at any time, for any reason.

DEFAULT: All covenants and agreements contained in this lease are declared to be conditions of the lease for the terms demised to the TENANT. Should the TENANT default in the performance of any covenant, condition or agreement contained herein, the OWNER may terminate the agreement as provided herein, and /or bring action for damages, performances, or other suitable remedy in a court of competent jurisdiction. Any waiver, or failure by the OWNER to strictly enforce any provision of this agreement shall not be deemed to restrict or limit the OWNER's ability to strictly enforce said provision at any time thereafter.

INSOLVENCY of TENANT: "The cash insolvency of the TENANT, a receiver being appointed to take possession of all or substantially all of the property of the TENANT, or making of a general assignment for the benefit of creditors by the TENANT shall, to the extent allowed by law, entitle the OWNER to terminate the lease and immediately re-enter and regain possession and operation of the premises.

CARE OF PROPERTY: The TENANT agrees that he will; a) cultivate and otherwise operate the property in a professional workmanship manner, b) operate the property in conformity with all required conservation plans.

ENVIRONMENTAL COMPLIANCE: The TENANT warrants that he is knowledgeable of the Federal, State and Local laws and regulations with regard to environmental compliance and worker protection standards adopted by EPA and will comply to such regulations and laws.

STRAW AND STOCKS: The Tenant agrees not to burn any stacks, straw, stalks or stubble.

EXPIRATION OF TERM: The TENANT covenants with the OWNER, at the expiration of the term of the lease, to yield up possession to the OWNER, without further demand or notice.

INSURANCE: The TENANT shall carry the following types and minimum coverage of insurance, a) Worker's Compensation Insurance if required by the laws of the state where the property is located; b) Comprehensive General Liability Insurance, including Employers Liability, With respect to the TENANT's use and occupancy of the premises and all operations incidental thereto, with limits of not less than \$500,000 per occurrence and which names the OWNER as additional insured's, c) Automobile Liability Insurance on all owned, non-owned, hired or leased automotive equipment in conjunction With operations, in the amounts of not less than \$500,00 per occurrence, and d) provide a copy of a certificate of insurance if request by the OWNER.

INDEMNITY OF PROPERTY OWNER AND OWNERS. Tenant agrees to indemnify and hold the OWNER harmless from any and all claims, liability, loss, damage or expenses resulting from TENANT's occupation and use of the premises, specifically including without limitation any claim, liability, loss or damage arising; a) by reason of the injury to a person or property from whatever cause (other than negligence or misconduct by the OWNER), while in, on or near the premises or any way connected with the premises or With the improvements or personal property in or on the premises, including any liability for any injury to the person or personal property of the TENANT, his agent or employees.

BINDING ON HEIRS: Unless mutually agreed by both parties, the provision of this lease shall be binding upon the heirs, executors, administrators and successors of both the OWNER and the TENANT in a like manner as upon the original parties. The rights referred to herein shall not include subleasing.

PARTNERSHIP NOT CREATED: This lease should not be construed as giving rise to a partnership, and neither party shall be liable for debts or obligations of the other. The TENANT does not have the right to incur any obligation on behalf of the OWNER.

SALE OF PREMSES: The TENANT acknowledges and agrees that the Property OWNER may desire to sell the property. The sale of the property shall be subject to this lease.

EXTENTION OF LEASE: Extension of this lease or any change to the lease, has to be in writing and signed by both parties.

In the event this lease is not renewed, the TENANT will be permitted to harvest any growing crops. Possession of the land where the growing crops are harvested will be at harvest.

BINDWEED CONTROL: All bindweed will be controlled by spraying at least once a year. The OWNER agrees to pay for the chemical only, to control bindweed.

EASEMENTS: All easements, pipeline and wellsite payments shall be the sole property of the OWNERS.

KANSAS
MORTON

Form: FSA-156EZ

See Page 5 for non-discriminatory Statements.



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 3010

Prepared : 5/23/24 9:11 AM CST

Crop Year : 2024

Operator Name : C-L FARMS
CRP Contract Number(s) : None
Recon ID : 20-129-2024-8
Transferred From : None
ARCPLC G//F Eligibility : Eligible

1, 9, 10, 12, 24-28

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
1,375.40	1,217.57	1,217.57	0.00	0.00	0.00	0.00	0.0	Active	5
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped			CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	1,217.57	0.00			0.00	0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	WHEAT, CORN, SORGH	None

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	871.71	0.00	31	0
Corn	30.02	0.00	135	0
Grain Sorghum	51.27	0.00	33	0
TOTAL	953.00	0.00		

NOTES

Tract Number : 246

Description : K4/2B;NW 20 31 40
FSA Physical Location : KANSAS/MORTON
ANSI Physical Location : KANSAS/MORTON
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : SHEILA ANN BREEDING ESTATE
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
159.09	159.09	159.09	0.00	0.00	0.00	0.00	0.0



Abbreviated 156 Farm Record

Tract 246 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	159.09	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	113.90	0.00	31
Corn	3.92	0.00	135
Grain Sorghum	6.70	0.00	33
TOTAL	124.52	0.00	

NOTES

Tract Number : 247

Description : I2/1A;SE 4 31 41
FSA Physical Location : KANSAS/MORTON
ANSI Physical Location : KANSAS/MORTON
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : SHEILA ANN BREEDING ESTATE
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
157.28	155.73	155.73	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	155.73	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	111.44	0.00	31
Corn	3.84	0.00	135
Grain Sorghum	6.55	0.00	33
TOTAL	121.83	0.00	

NOTES



Abbreviated 156 Farm Record

Tract Number : 722

Description : SE 17 31 40
FSA Physical Location : KANSAS/MORTON
ANSI Physical Location : KANSAS/MORTON
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : SHEILA ANN BREEDING ESTATE
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
161.38	161.38	161.38	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	161.38	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	115.57	0.00	31
Corn	3.98	0.00	135
Grain Sorghum	6.80	0.00	33
TOTAL	126.35	0.00	

NOTES

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Tract Number : 955

Description : M3/1A; SW 14 31 40
FSA Physical Location : KANSAS/MORTON
ANSI Physical Location : KANSAS/MORTON
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : SHEILA ANN BREEDING ESTATE
Other Producers : None
Recon ID : None



Abbreviated 156 Farm Record

Tract Land Data

Tract 955 Continued ...

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
156.31	156.31	156.31	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	156.31	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	111.94	0.00	31
Com	3.85	0.00	135
Grain Sorghum	6.58	0.00	33
TOTAL	122.37	0.00	

NOTES

Tract Number : 965

Description : M4/2A&B;SE 25;SEC 36 except N/2 of NW 36 31 40
FSA Physical Location : KANSAS/MORTON
ANSI Physical Location : KANSAS/MORTON
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : SHEILA ANN BREEDING ESTATE
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
741.34	585.06	585.06	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	585.06	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	418.86	0.00	31
Com	14.43	0.00	135

KANSAS
MORTON

Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

FARM : 3010

Prepared : 5/23/24 9:11 AM CST

Crop Year : 2024

Abbreviated 156 Farm Record

Tract 965 Continued ...

Grain Sorghum	24.64	0.00	33
TOTAL	457.93	0.00	

NOTES

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Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

KANSAS
MORTON

Form: FSA-156EZ

See Page 11 for non-discriminatory Statements.



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 2506

Prepared : 5/23/24 9:11 AM CST

Crop Year : 2024

Operator Name : KRISTINA RAE CAGLE
CRP Contract Number(s) : 11219A, 11221A, 11223A, 11224A, 11225A, 11226A, 11228A, 11229A, 11232A, 11371A, 11372A, 11373A, 11374A
Recon ID : 20-129-2014-50
Transferred From : None
ARCPLC G/I/F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
2,328.17	2,214.97	2,214.97	0.00	0.00	0.00	0.00	0.0	Active	17
State Conservation	Other Conservation	Effective DCP Cropland		Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	387.84		0.00		1,827.13	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 : 477
Description : SW 22 31 40
FSA Physical Location : KANSAS/MORTON
ANSI Physical Location : KANSAS/MORTON
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : KRISTINA RAE CAGLE, SHEILA ANN BREEDING ESTATE
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
150.92	150.28	150.28	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	150.28	0.00	0.00	0.00



Abbreviated 156 Farm Record

DCP Crop Data

Tract 477 Continued ...

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

Tract Number : 582

Description : SW 32 31 40
FSA Physical Location : KANSAS/MORTON
ANSI Physical Location : KANSAS/MORTON
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : KRISTINA RAE CAGLE, SHEILA ANN BREEDING ESTATE
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
161.41	86.69	86.69	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	86.69	0.00	0.00	0.00

DCP Crop Data

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

Tract Number : 714

Description : N/2/SW 34 31 40
FSA Physical Location : KANSAS/MORTON
ANSI Physical Location : KANSAS/MORTON
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : KRISTINA RAE CAGLE, SHEILA ANN BREEDING ESTATE
Other Producers : None
Recon ID : None



Abbreviated 156 Farm Record

Tract 714 Continued ...

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
82.57	81.67	81.67	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	81.67	0.00	0.00	0.00

DCP Crop Data

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

Tract Number : 715

Description : N/2/SW 24 31 41
FSA Physical Location : KANSAS/MORTON
ANSI Physical Location : KANSAS/MORTON
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : KRISTINA RAE CAGLE, SHEILA ANN BREEDING ESTATE
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
78.56	78.56	78.56	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	78.56	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

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



Abbreviated 156 Farm Record

Tract Number : 716

Description : NE 5 32 40
FSA Physical Location : KANSAS/MORTON
ANSI Physical Location : KANSAS/MORTON
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : KRISTINA RAE CAGLE, SHEILA ANN BREEDING ESTATE
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
162.86	162.86	162.86	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	162.86	0.00	0.00	0.00

DCP Crop Data

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

NOTES

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Tract Number : 717

Description : SW 17 31 40
FSA Physical Location : KANSAS/MORTON
ANSI Physical Location : KANSAS/MORTON
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : SHEILA ANN BREEDING ESTATE
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
167.56	156.67	156.67	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	156.67	0.00	0.00	0.00



Abbreviated 156 Farm Record

DCP Crop Data

Tract 717 Continued ...

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

Tract Number : 963

Description : S/2/SW 24 31 41
FSA Physical Location : KANSAS/MORTON
ANSI Physical Location : KANSAS/MORTON
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : KRISTINA RAE CAGLE, SHEILA ANN BREEDING ESTATE
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
74.83	73.86	73.86	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	73.86	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

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

Tract Number : 966

Description : NE/SE 33 31 40, S/2/SW 34 31 40
FSA Physical Location : KANSAS/MORTON
ANSI Physical Location : KANSAS/MORTON
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : KRISTINA RAE CAGLE, SHEILA ANN BREEDING ESTATE
Other Producers : None
Recon ID : None



Abbreviated 156 Farm Record

Tract 966 Continued ...

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
123.24	122.25	122.25	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	122.25	0.00	0.00	0.00

DCP Crop Data

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

Tract Number : 967

Description : NE/NW 33 31 40
FSA Physical Location : KANSAS/MORTON
ANSI Physical Location : KANSAS/MORTON
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : KRISTINA RAE CAGLE, SHEILA ANN BREEDING ESTATE
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
42.18	41.20	41.20	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	41.20	0.00	0.00	0.00

DCP Crop Data

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



Abbreviated 156 Farm Record

Tract Number : 968

Description : SE 32 31 40
FSA Physical Location : KANSAS/MORTON
ANSI Physical Location : KANSAS/MORTON
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : KRISTINA RAE CAGLE, SHEILA ANN BREEDING ESTATE
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
163.74	151.51	151.51	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	151.51	0.00	0.00	0.00

DCP Crop Data

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

NOTES

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Tract Number : 969

Description : S/2/NW 27 31 40
FSA Physical Location : KANSAS/MORTON
ANSI Physical Location : KANSAS/MORTON
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : KRISTINA RAE CAGLE, SHEILA ANN BREEDING ESTATE
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
78.50	78.50	78.50	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	78.50	0.00	0.00	0.00



Abbreviated 156 Farm Record

DCP Crop Data

Tract 969 Continued ...

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

Tract Number : 970

Description : S/2/SE 29 31 40
FSA Physical Location : KANSAS/MORTON
ANSI Physical Location : KANSAS/MORTON
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : KRISTINA RAE CAGLE, SHEILA ANN BREEDING ESTATE
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
80.61	73.91	73.91	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	73.91	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

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

Tract Number : 971

Description : SE 6 31 40
FSA Physical Location : KANSAS/MORTON
ANSI Physical Location : KANSAS/MORTON
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : KRISTINA RAE CAGLE, SHEILA ANN BREEDING ESTATE
Other Producers : None
Recon ID : None

KANSAS
MORTON

Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 2506

Prepared : 5/23/24 9:11 AM CST

Crop Year : 2024

Tract 971 Continued ...

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
161.31	161.31	161.31	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	161.31	0.00	0.00	0.00

DCP Crop Data

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

Tract Number : 1825

Description : SE 13 31 41
FSA Physical Location : KANSAS/MORTON
ANSI Physical Location : KANSAS/MORTON
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : KRISTINA RAE CAGLE, SHEILA ANN BREEDING ESTATE
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
161.51	161.51	161.51	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	161.51	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

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



Abbreviated 156 Farm Record

Tract Number : 1826

Description : NW 18 31 40

FSA Physical Location : KANSAS/MORTON

ANSI Physical Location : KANSAS/MORTON

BIA Unit Range Number :

HEL Status : HEL field on tract.Conservation system being actively applied

Wetland Status : Tract does not contain a wetland

WL Violations : None

Owners : KRISTINA RAE CAGLE, SHEILA ANN BREEDING ESTATE

Other Producers : None

Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
150.83	150.83	150.83	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	150.83	0.00	0.00	0.00

DCP Crop Data

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

NOTES

Tract Number : 1827

Description : E/2 18 31 40

FSA Physical Location : KANSAS/MORTON

ANSI Physical Location : KANSAS/MORTON

BIA Unit Range Number :

HEL Status : HEL field on tract.Conservation system being actively applied

Wetland Status : Tract does not contain a wetland

WL Violations : None

Owners : KRISTINA RAE CAGLE, SHEILA ANN BREEDING ESTATE

Other Producers : None

Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
324.83	320.65	320.65	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	320.65	0.00	0.00	0.00

KANSAS
MORTON
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

FARM : 2506
Prepared : 5/23/24 9:11 AM CST
Crop Year : 2024

Abbreviated 156 Farm Record

DCP Crop Data

Tract 1827 Continued ...

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

Tract Number : 1828

Description : SE 7 31 40
FSA Physical Location : KANSAS/MORTON
ANSI Physical Location : KANSAS/MORTON
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : KRISTINA RAE CAGLE, SHEILA ANN BREEDING ESTATE
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
162.71	162.71	162.71	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	162.71	0.00	0.00	0.00

DCP Crop Data

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

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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.
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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.
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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.

Real Estate Brokerage Relationships

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

Types of Brokerage Relationships: A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

Seller's Agent: The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees at the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

Buyer's Agent: The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees at the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

A Transaction Broker is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

Duties and Obligations: Agents and transaction brokers have duties and obligations under K.S.A. 58-30,106, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

An Agent, either seller's agent or buyer's agent, is responsible for performing the following duties:

- promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- protecting the clients confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the client to obtain expert advice
- accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- disclosing to the other party all adverse material facts actually known by the agent

The transaction broker is responsible for performing the following duties:

- protecting the confidences of both parties
- exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- disclosing to the parties all adverse material facts actually known by the transaction broker

Agents and Transaction Brokers have no duty to:

- conduct an independent inspection of the property for the benefit of any party
- conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

General Information: Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.

Licensee

Real estate company name approved by the commission

Supervising/branch broker

Buyer/Seller Acknowledgement (not required)

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)*

