



320+/- Acres at 7728 W. 1st St.

3 Tracts Selling Separately | Newton, KS 67114

AUCTION: BIDDING OPENS: Tues, Oct 22nd @ 2:00 PM

BIDDING BEGINS CLOSING: Thurs, Oct 30th @ 2:00 PM

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



McCurdy
REAL ESTATE & AUCTION



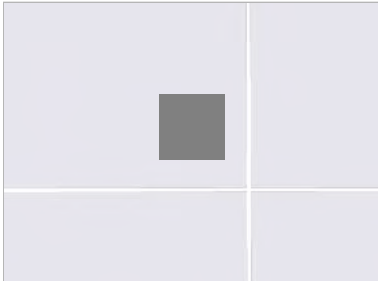
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AERIAL MAP
SOIL MAP
WATER FEATURE MAP
BRRETA DISCLOSURE
GUIDE TO AUCTION COSTS

ALL FIELDS CUSTOMIZABLE



MLS # 645358
Class Land
Property Type Undeveloped Acreage
County Harvey
Area SCKMLS
Address 155+/- Acres on W 1st
Address 2 Tract 1
City Newton
State KS
Zip 67114
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 1



GENERAL

List Agent - Agent Name and Phone	Isaac Klingman	List Date	9/4/2024
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Realtor.com Y/N	Yes
		Display on Public Websites	Yes
Co-List Agent - Agent Name and Phone		Display Address	Yes
Co-List Office - Office Name and Phone		VOW: Allow AVM	Yes
		VOW: Allow 3rd Party Comm	Yes
		Virtual Tour Y/N	
Showing Phone	888-874-0581	Days On Market	28
Zoning Usage	Agriculture	Cumulative DOM	28
Parcel ID	084-17-0-00-003.00-0	Cumulative DOMLS	
Number of Acres	155.00	Input Date	9/30/2024 12:35 PM
Price Per Acre	0.00	Update Date	10/1/2024
Lot Size/SqFt	155	Status Date	9/30/2024
School District	Halstead School District (USD 440)	HotSheet Date	9/30/2024
Elementary School	Bentley	Price Date	9/30/2024
Middle School	Halstead		
High School	Halstead		
Subdivision	NONE LISTED ON TAX RECORD		
Legal	S17 , T23 , R01W , ACRES 313.4 , S1/2 OF SEC, LESS ROW		

DIRECTIONS

Directions (Newton) 1st St. & Main - West on 1st St. to property

FEATURES

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

FINANCIAL

Assumable Y/N	No
General Taxes	\$0.00
General Tax Year	2023
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Security 1st Title

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, October 22nd, 2024 at 2 PM (cst) | BIDDING CLOSING: Wednesday, October 30, 2024 at 2 PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES. ONLINE ONLY!!! NO MINIMUM NO RESERVE!!! Prime opportunity to acquire 155+/- acres of productive tillable land in central Harvey County, Kansas. This exceptional property is ideally located just 5 miles west of Newton at the corner of S. Emma Creek and W. 1st St., and only 1 mile north of Highway 50. For farmers looking to expand their operations or investors seeking quality Kansas farmland, this property presents an outstanding opportunity. The majority of the acreage consists of productive tillable land, offering excellent potential for crop yields and agricultural income. The property's proximity to Newton ensures easy access and convenience to all the amenities. Don't miss this opportunity to invest in Harvey County land selling regardless of price! Features: 155+/- acres A majority of SE1/4 of S17, T23, R01W (Subject to survey) Corner of S. Emma Creek and W. 1st St. Primarily tillable acreage Possession after fall harvest 5 miles west of Newton 1 mile north of Highway 50 TRACT 1: 155+/- Acres - East Tract • BIDDING CLOSING: Wednesday, October 30th, 2024 at 2:00 PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. TRACT 2: 158+/- Acres - West Tract • BIDDING CLOSING: Wednesday, October 30th, 2024, and will close no earlier than 2:10 PM or 10 minutes immediately following the bidding close for the adjacent property located to the east. The bidding will remain open until 1 minute has passed without receiving a bid. TRACT 3: 7.2+/- Acres - 7728 W. 1st St. • BIDDING CLOSING: Wednesday, October 30th, 2024, and will close no earlier than 2:20 PM or 10 minutes immediately following the bidding close for the adjacent property located to the northwest. The bidding will remain open until 1 minute has passed without receiving a bid. Definition of 'selling by the acre': A method of sale often used for agricultural or undeveloped acreage in which bids are made based on a per acre price. By way of example, if a 160-acre parcel was offered "by the acre" the high bid may be \$5,000 an acre. That amount would then be multiplied times the total acreage to arrive at a total bid price of \$800,000 (plus Buyer's Premium, if applicable). For the purposes of calculating the total sales price, the acreage will be rounded to the nearest whole acre. For example, a parcel with 158.7 acres would be offered as 159 acres or a parcel is 158.3 would be offered as 158 acres. *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. Full auction terms and conditions provided in the Property Information Packet. Total purchase price will include a 10% buyer's premium (\$2,500.00 minimum) added to the final bid. Property available to preview by appointment. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount of \$40,000 for a 45 day closing. Possession of the tillable land will be given after fall harvest.

AUCTION

Type of Auction Sale	Absolute	1 - Open for Preview
Method of Auction	Online Only	1 - Open/Preview Date
Auction Location	mccurdy.com	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	10/22/2024	2 - Open for Preview
Auction Start Time	2pm	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	10/29/2024 @ 5pm	2 - Open End Time
Buyer Premium Y/N	Yes	3 - Open for Preview
Premium Amount	0.10	3 - Open/Preview Date
Earnest Money Y/N	Yes	3 - Open Start Time
Earnest Amount %/\$	40,000.00	3 - Open End Time

TERMS OF SALE

Terms of Sale See terms and conditions

PERSONAL PROPERTY

Personal Property

SOLD

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

ADDITIONAL PICTURES



DISCLAIMER

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ALL FIELDS CUSTOMIZABLE



MLS # 645362
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Property Type Undeveloped Acreage
County Harvey
Area SCKMLS
Address 158+/- Acres on W 1st
Address 2 Tract 2
City Newton
State KS
Zip 67114
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 1



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Zoning Usage	Agriculture	VOW: Allow 3rd Party Comm	Yes
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Number of Acres	158.00	Days On Market	28
Price Per Acre	0.00	Cumulative DOM	28
Lot Size/SqFt	158	Cumulative DOMLS	
School District	Halstead School District (USD 440)	Input Date	9/30/2024 12:57 PM
Elementary School	Bentley	Update Date	9/30/2024
Middle School	Halstead	Status Date	9/30/2024
High School	Halstead	HotSheet Date	9/30/2024
Subdivision	NONE LISTED ON TAX RECORD	Price Date	9/30/2024
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DIRECTIONS

Directions (Newton) 1st St. & Main - West on 1st St. to property

FEATURES

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

FINANCIAL

Assumable Y/N	No
General Taxes	\$0.00
General Tax Year	2023
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
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HOA Initiation Fee	
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AUCTION Possession of the tillable land will be given after fall harvest.

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Method of Auction	Online Only	1 - Open/Preview Date
Auction Location	mccurdy.com	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
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Premium Amount	0.10	3 - Open/Preview Date
Earnest Money Y/N	Yes	3 - Open Start Time
Earnest Amount %/\$	40,000.00	3 - Open End Time

TERMS OF SALE

Terms of Sale See terms and conditions

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





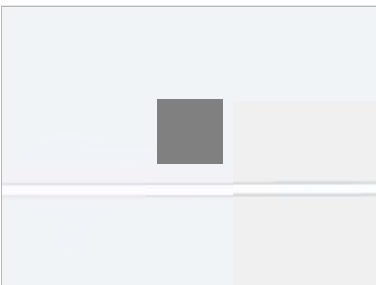
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MLS



MLS # 645379
Status Active
Contingency Reason
Area SCKMLS
Address 7728 W 1st
Address 2 Tract 3 - 7.2+/- Acres
City Newton
Zip 67114
Asking Price \$0
Original Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms	4	Approx. AGLA	1899
Total Bedrooms	4.00	AGLA Source	Court House
AG Full Baths	1	Approx. BFA	0.00
AG Half Baths	0	BFA Source	Court House
Total Full Baths	1	Approx. TFLA	1,899
Total Half Baths	0	Lot Size/SqFt	13,651,704
Total Baths	1	Number of Acres	313.40
Garage Size	2		
Basement	Yes - Unfinished		
Levels	2 Story		
Approximate Age	81+ Years		
Acreage	5.01 - 10 Acres		

GENERAL

List Agent - Agent Name and Phone	Isaac Klingman	List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600
Co-List Agent - Agent Name and Phone		Co-List Office - Office Name and Phone	
Showing Phone	888-874-0581	Year Built	1913
Parcel ID	084-17-0-00-00-003.00-0	School District	Halstead School District (USD 440)
Elementary School	Bentley	Middle School	Halstead
High School	Halstead	Subdivision	NONE LISTED ON TAX RECORD
Legal	S17 , T23 , R01W , ACRES 313.4 , S1/2 OF SEC, LESS ROW	List Date	9/4/2024
Virtual Tour Y/N		Days On Market	28
Input Date	9/30/2024 3:40 PM	Update Date	10/1/2024
Status Date	9/30/2024	Price Date	9/30/2024
Display Address	Yes		

ROOMS

Master Bedroom Level	Upper	Master Bedroom Dimensions	11.9x17.3
Master Bedroom Flooring	Wood	Living Room Level	Main
Living Room Dimensions	17.3x12.1	Living Room Flooring	Wood
Kitchen Level	Main	Kitchen Dimensions	16.8x13.7
Kitchen Flooring	Laminate - Other	Room 1 Type	
Room 2 Type		Room 3 Type	
Room 4 Level	Upper	Room 4 Type	Bedroom
Room 4 Dimensions	11.6x17.3	Room 4 Flooring	Wood
Room 5 Level	Upper	Room 5 Type	Bedroom
Room 5 Dimensions	13.4x15.3	Room 5 Flooring	Wood
Room 6 Level	Main	Room 6 Type	Bedroom
Room 6 Dimensions	17.3x10.5	Room 6 Flooring	Carpet
Room 7 Level	Main	Room 7 Type	Dining Room
Room 7 Dimensions	15x16.5	Room 7 Flooring	Wood
Room 8 Level		Room 8 Type	
Room 8 Dimensions		Room 8 Flooring	
Room 9 Level		Room 9 Type	
Room 9 Dimensions		Room 9 Flooring	
Room 10 Level		Room 10 Type	
Room 10 Dimensions		Room 10 Flooring	
Room 11 Level		Room 11 Type	
Room 11 Dimensions		Room 11 Flooring	
Room 12 Level		Room 12 Type	

ROOMS

Room 12 Dimensions

Room 12 Flooring

DIRECTIONS

Directions (Newton) 1st St. & Main - West on 1st St. to property

FEATURES

ARCHITECTURE

Traditional

EXTERIOR CONSTRUCTION

Frame

ROOF

Composition

LOT DESCRIPTION

Standard

FRONTAGE

Unpaved Frontage

EXTERIOR AMENITIES

Guttering

SECURITY LIGHT

Security Light

STORAGE BUILDING(S)

Storage Building(s)

STORM DOOR(S)

Storm Door(s)

STORM WINDOWS/INS GLASS

Storm Windows/Ins Glass

OUTBUILDINGS

Outbuildings

GARAGE

Detached

FLOOD INSURANCE

Unknown

UTILITIES

Lagoon

PROPANE GAS

Propane Gas

PRIVATE WATER

Private Water

BASEMENT / FOUNDATION

Partial

NO BASEMENT WINDOWS

No Basement Windows

BASEMENT FINISH

None

COOLING

Central

WINDOW/WALL UNIT

Window/Wall Unit

HEATING

Forced Air

SPACE HEATER

Space Heater

PROPANE-OWNED

Propane-Owned

DINING AREA

Formal

KITCHEN FEATURES

Electric Hookup

LAMINATE COUNTERS

Laminate Counters

MASTER BEDROOM

Master Bdrm on Sep. Floor

AG OTHER ROOMS

Mud Room

LAUNDRY

Main Floor

220-ELECTRIC

220-Electric

INTERIOR AMENITIES

Hardwood Floors

POSSESSION

At Closing

PROPOSED FINANCING

Other/See Remarks

WARRANTY

No Warranty Provided

OWNERSHIP

Trust

PROPERTY CONDITION REPORT

No

DOCUMENTS ON FILE

Additional Photos

LEAD PAINT

Lead Paint

OTHER/SEE REMARKS

Other/See Remarks

SHOWING INSTRUCTIONS

Appt Req-Call Showing #

LOCKBOX

None

TYPE OF LISTING

Excl Right w/o Reserve

AGENT TYPE

Sellers Agent

FINANCIAL

Assumable Y/N

No

Currently Rented Y/N

No

Rental Amount

0.00

General Property Taxes

\$0.00

General Tax Year

2023

Yearly Specials

\$0.00

Total Specials

\$0.00

HOA Y/N

No

Yearly HOA Dues

HOA Initiation Fee

Home Warranty Purchased

Unknown

Earnest \$ Deposited With

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Auction End Time	2:20pm	

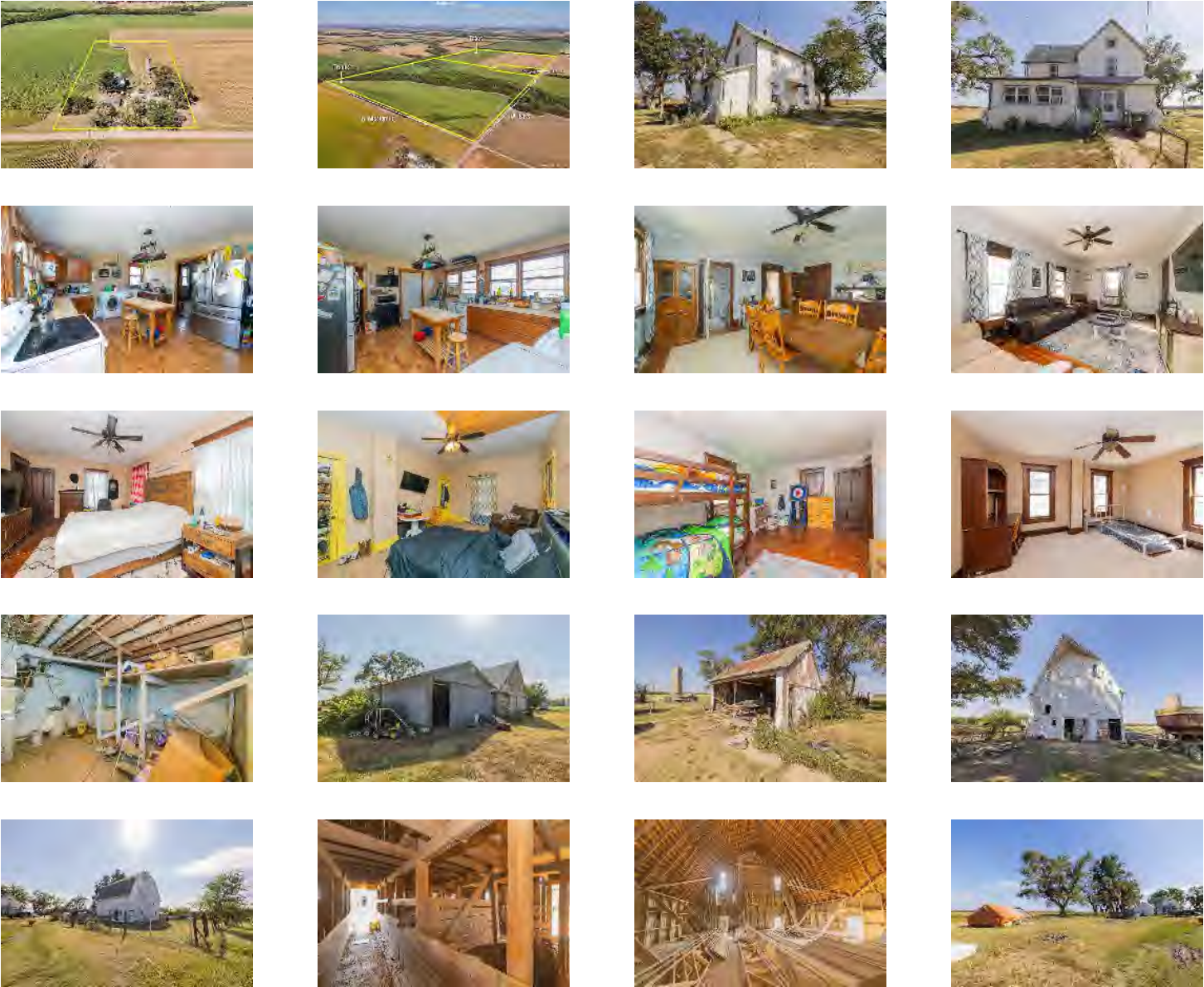
TERMS OF SALE

Terms of Sale See terms and conditions

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES



Type of Auction Sale Absolute



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TERMS AND CONDITIONS

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

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



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

18. McCurdy has the right to establish all bidding increments.
19. McCurdy may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
20. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
21. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
22. These Terms and Conditions are binding on Bidder and on Bidder’s partners, representatives, employees, successors, executors, administrators, and assigns.
23. Bidder warrants and represents that they are at least 18 years of age and are fully authorized to bid.
24. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.
25. When creating an online bidding account, Bidder must provide complete and accurate information. Bidder is solely responsible for maintaining the confidentiality and security of their online bidding account and accepts full responsibility for any use of their online bidding account. In the event that Bidder believes that their online bidder account has been compromised, Bidder must immediately inform McCurdy at auctions@mccurdy.com.
26. Bidder uses the online bidding platform at Bidder’s sole risk. McCurdy is not responsible for any errors or omissions relating to the submission or acceptance of online bids. McCurdy makes no representations or warranties as to the online bidding platform’s uninterrupted function or availability and makes no representations or warranties as to the online bidding platform’s compatibility or functionality with Bidder’s hardware or software. Neither McCurdy or any individual or entity involved in creating or maintaining the online bidding platform will be liable for any damages arising out of Bidder’s use or attempted use of the online bidding platform, including, but not limited to, damages arising out of the failure, interruption, unavailability, or delay in operation of the online bidding platform.
27. The ability to “pre-bid” or to leave a maximum bid prior to the start of the auction is a feature offered solely for Bidder’s convenience and should not be construed as a call for bids or as otherwise beginning the auction of any particular lot. Pre-bids will be held by McCurdy until the auction is initiated and will not be deemed submitted or accepted by McCurdy until the auction of the particular lot is formally initiated by McCurdy.

28. In the event of issues relating to the availability or functionality of the online bidding platform during the auction, McCurdy may, in its sole discretion, elect to suspend, pause, or extend the scheduled closing time of the auction.
29. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set out in these Terms and Conditions by 4:00 p.m. (CST) on the business day following the auction, then Bidder will be in breach of these Terms and Conditions and McCurdy may attempt to resell the Real Estate to other potential buyers. Regardless of whether McCurdy is able to successfully resell the Real Estate to another buyer, Bidder will remain liable to Seller for any damages resulting from Bidder's failure to comply with these Terms and Conditions.
30. Bidder may not use the online bidding platform in any manner that is a violation of these Terms and Conditions or applicable law, or in any way that is designed to damage, disable, overburden, compromise, or impair the function of the online bidding platform, the auction itself, or any other party's use or enjoyment of the online bidding platform.
31. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.



McCurdy
REAL ESTATE & AUCTION

SELLER'S PROPERTY DISCLOSURE ACKNOWLEDGEMENT

Property Address: **7728 W. 1st St. - Newton, KS 67114** (the "Real Estate")

By signing below, Seller acknowledges that Seller has elected not to complete a Seller's Property Disclosure because they have never occupied the Real Estate or are otherwise not familiar enough with the Real Estate to sufficiently and accurately provide the information required to complete a Seller's Property Disclosure. Notwithstanding the lack of a completed Seller's Property Disclosure, Seller has been advised and understands that the law requires disclosure of any actual known material defect in the Real Estate to prospective buyers and that failure to do so may result in civil liability for damages. Seller accordingly discloses the following actual known material defects (if none, write "none"):

None

Special Assessments or Fees:

Is the Real Estate located in an improvement district? ☐ Yes ☐ No ☒ Unknown

Is the Real Estate subject to any current or future special tax assessments or fees that you are aware of? ☐ Yes ☐ No ☒ Unknown

Special Assessment/Fee Amount (give a good faith estimate if exact amount is unknown): _____

Explanation of Assessment or Fee: _____

Appliances Transferring with the Real Estate:

Do any appliances present at the property transfer with the real estate?

☒ No appliances transfer

☐ All appliances present at the property transfer

☐ Some appliances transfer

*If you marked some appliances transfer, please give a detailed explanation of which appliances transfer: _____

None

(Remainder of this page intentionally left blank)

By signing below, Seller represents that above information is true and correct to the best of Seller's knowledge.

SELLER:

 Misty Jordan 09/03/2024
Signature Date

Misty Jordan aka Misty Lord
Print

Successor Trustee Connie J. Moody Revocable Trust
Title Company

Signature Date

Print

Title Company

By signing below, Buyer acknowledges that no Seller's Property Disclosure is available for the Real Estate and that it was Buyer's responsibility to have any and all desired inspections completed prior to bidding on the Real Estate and that Buyer either performed all desired inspections or accepts the risk of not having done so.

BUYER:

Signature Date

Print

Title Company

Signature Date

Print

Title Company



WATER WELL INSPECTION REQUIREMENTS

Property Address: 7728 W. 1st St. - Newton, KS 67114

Each City and County have different inspection requirements. If you are required to do an inspection our office will email you the information.

For properties within the *City of Wichita* the requirements are:

1. Any type of water well must have a Title Transfer Inspection performed prior to the transfer of the property. The property owner is required to notify the City of Wichita, Department of Environmental Services at the time the property is listed for sale and is responsible for the \$125.00 inspection fee. If the water well on the property is used for personal use (drinking, cooking, or bathing), the well must also be sampled to ensure that the water is potable. A sample fee of \$25.00 per sample will be charged, in addition to the inspection fee. If the well is for irrigation purposes only, the water sample is optional. The City of Wichita will bill for the inspection and sample.
2. All water wells must be located a minimum of 25 feet from a foundation that has been treated for termites (or will require treatment prior to transfer of ownership) with a subsurface pressurized application of a pesticide. Existing wells may remain in a basement so long as they are not within 10 feet of the main sewer line or within 25 feet of foundation if no termite treatment has occurred or is currently needed.

DOES THE PROPERTY HAVE A WELL? YES ☒ NO ☐

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

Location of Well: Unknown

DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES ☒ NO ☐

If yes, what type? Septic ☒ Lagoon _____

Location of Lagoon/Septic Access: Unknown

Authentisign

Misty Jordan

09/03/2024

Owner/Seller

Date

Owner/Seller

Date

Buyer

Date

Buyer

Date

Property Address: 7728 W. 1st St. - Newton, KS 67114

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

Lead Warning Statement

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

Seller's Disclosure

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

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

 MJ

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

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

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

 MJ

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

Purchaser's Acknowledgment (initial)

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

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

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

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

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

Agent's Acknowledgment (initial)

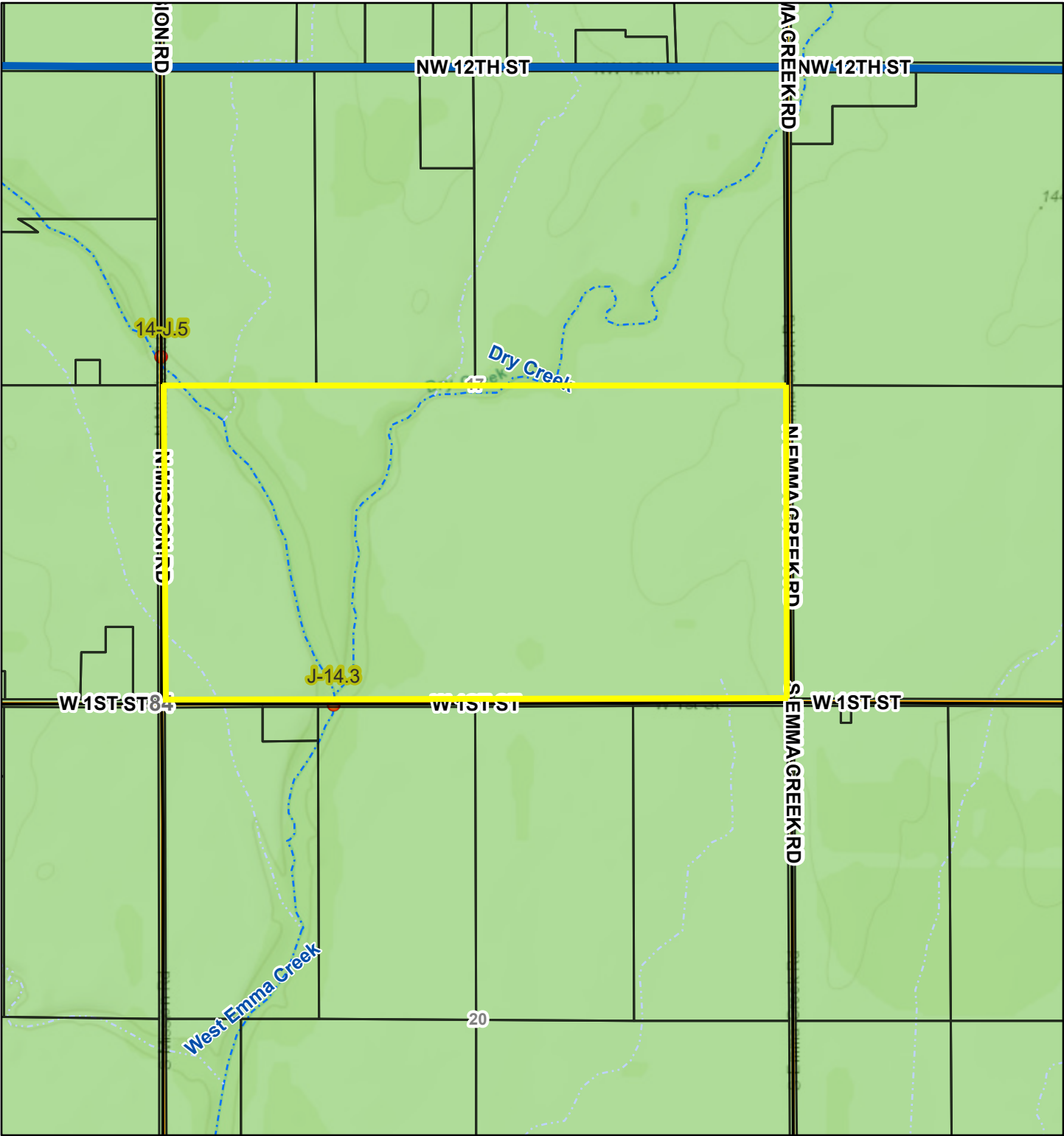
(f)  IJK Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

 Misty Jordan	09/03/2024		
Seller	Date	Seller	Date
 Isaac J. Klingman	09/04/2024		
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date

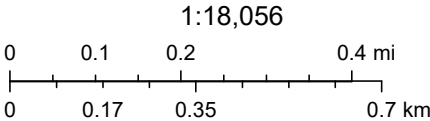
7728 W. 1st St., Newton, KS 67114 - Zoning A-1-Agricultural District



9/27/2024, 2:23:50 PM

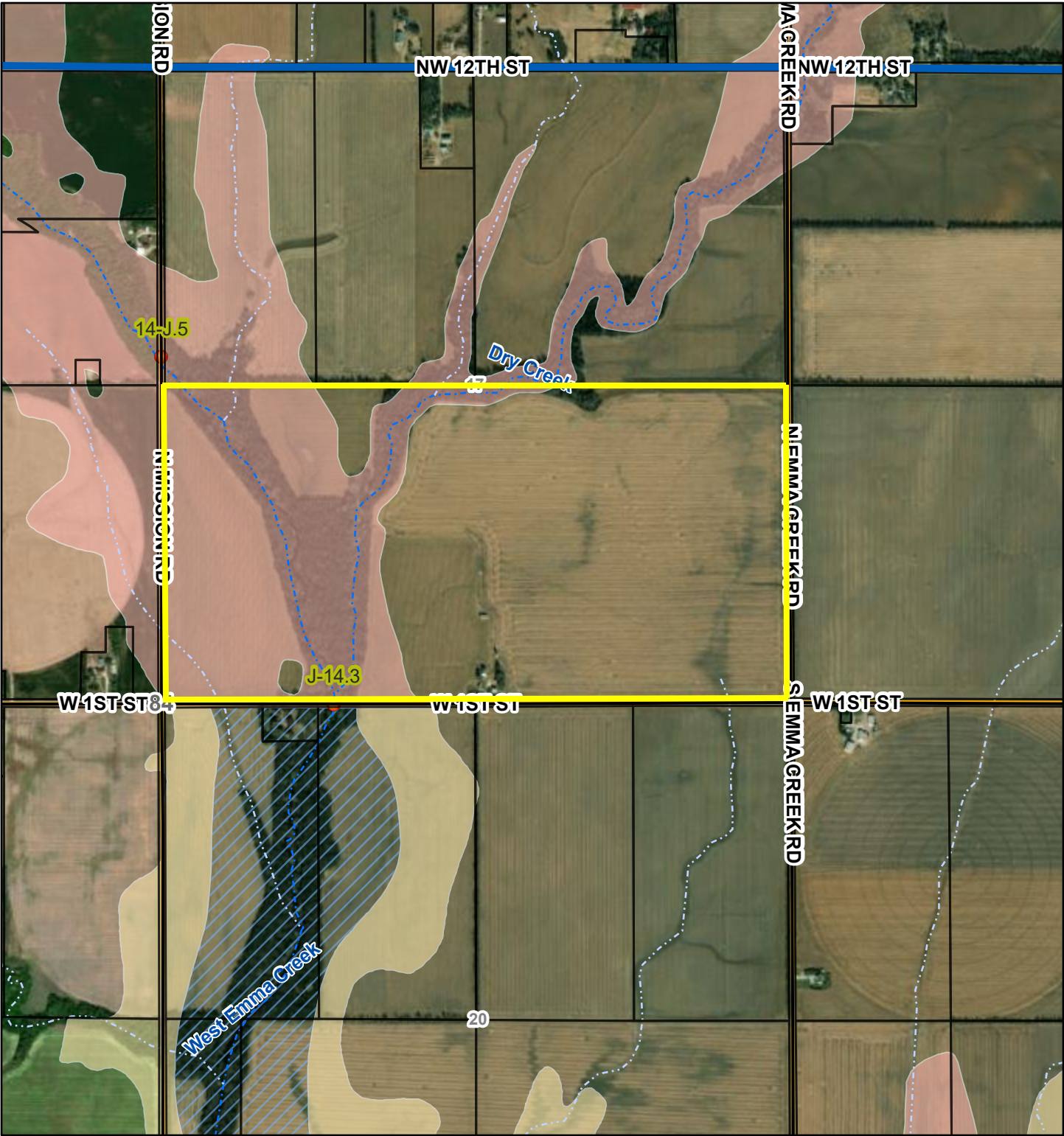
- Harvey County Zoning
- A-1-Agricultural Zoning District
 - Override 1
- Road Centerline
- Harvey County Maintained - Paved
 - Streets/Roads
- Parcel Boundary
- Parcel Boundary

- Section Line
- Township
- Bridges
- Creek/River
- Creeks/Streams
- Creeks/Streams
- Unnamed Tributary



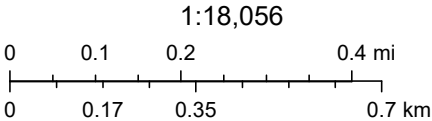
Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA

7728 W. 1st St., Newton, KS 67114 - Flood



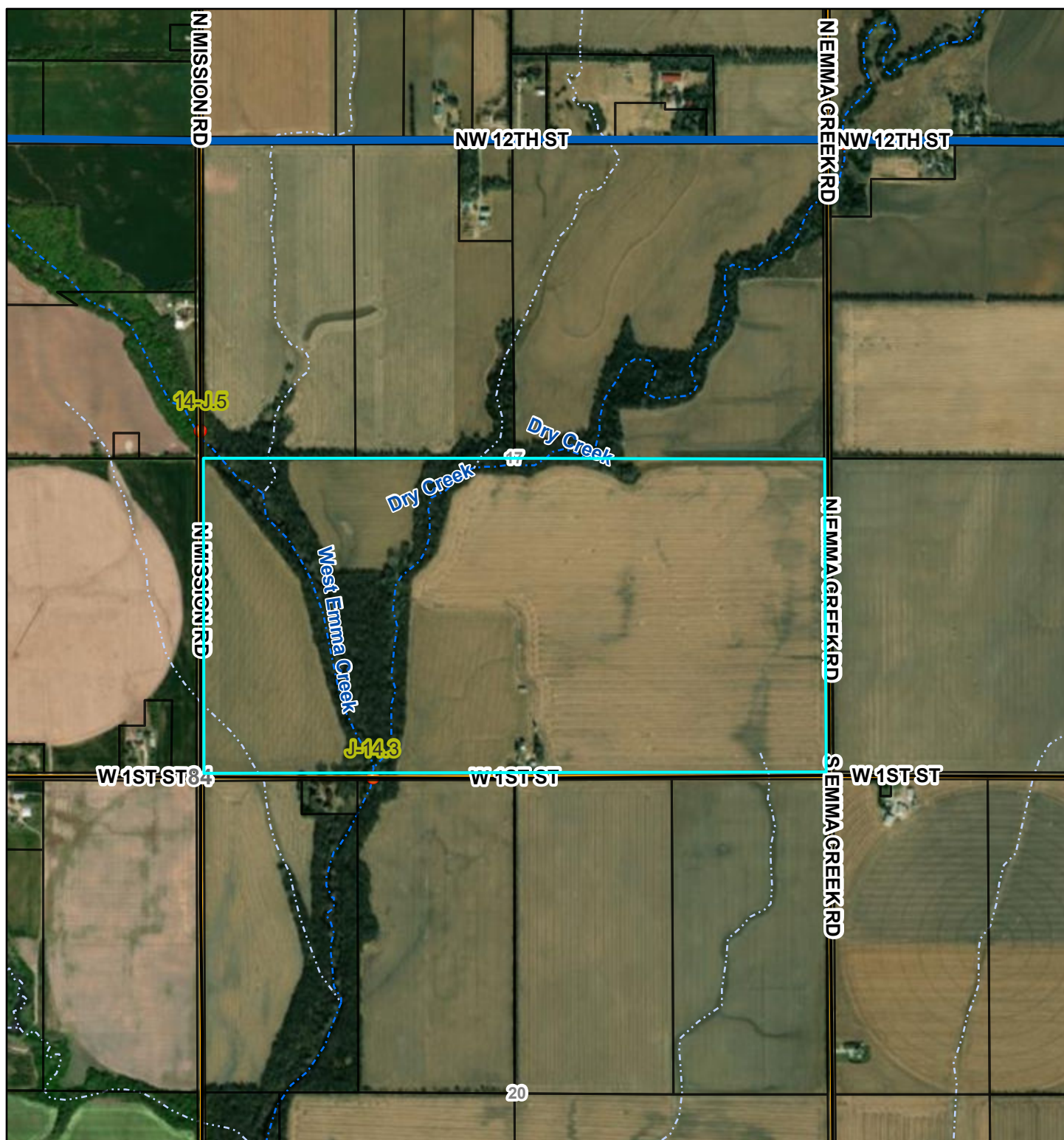
9/27/2024, 2:29:05 PM

- Override 1
- Road Centerline
- Harvey County Maintained - Paved
- Streets/Roads
- Parcel Boundary
- Parcel Boundary
- Section Line
- Township
- Bridges
- Creek/River
- Creeks/Streams
- Creeks/Streams
- Unnamed Tributary
- Flood Hazard Boundary
- A - 1%
- AE - 1% - Detailed Hydraulics
- AE - 1% - Detailed Hydraulics - Floodway



Maxar

7728 W. 1st St., Newton, KS 67114 - Aerial



8/30/2024, 9:37:35 AM

1:18,056

Road Centerline

 Township

Harvey County Maintained - Paved

 Bridges

— Streets/Roads

Creek/River

Parcel Boundary

..... Creeks/Streams

 Parcel Boundary

..... Creeks/Streams

 Section Line

Unnamed Tributary

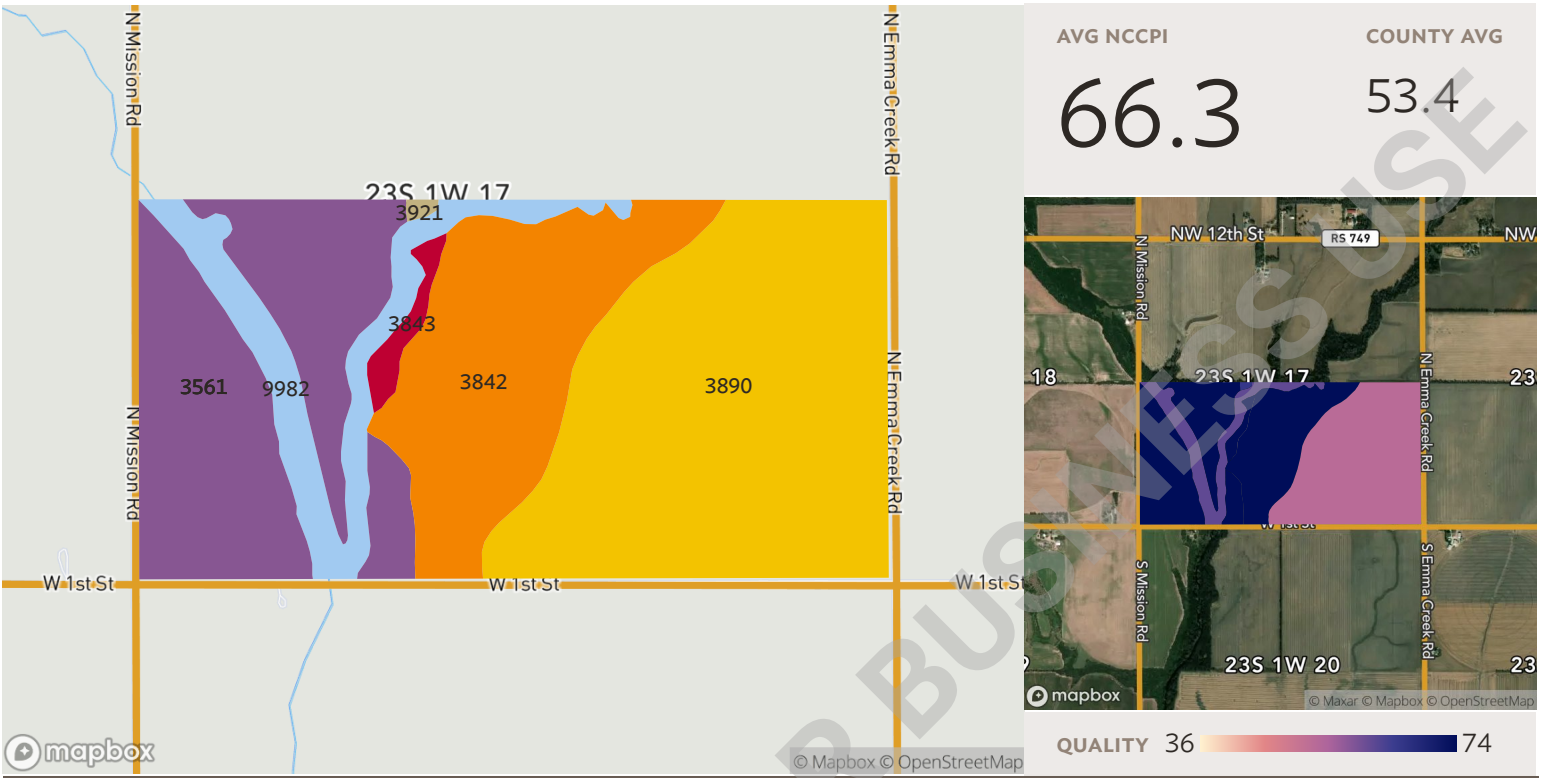
Maxar

ArcGIS Web AppBuilder

All map data subject to Harvey County GIS data disclaimer. Any conclusions drawn from such information are the sole responsibility of the user.

1 field, 313 acres in Harvey County, KS

TOWNSHIP/SECTION 23S 1W – 17



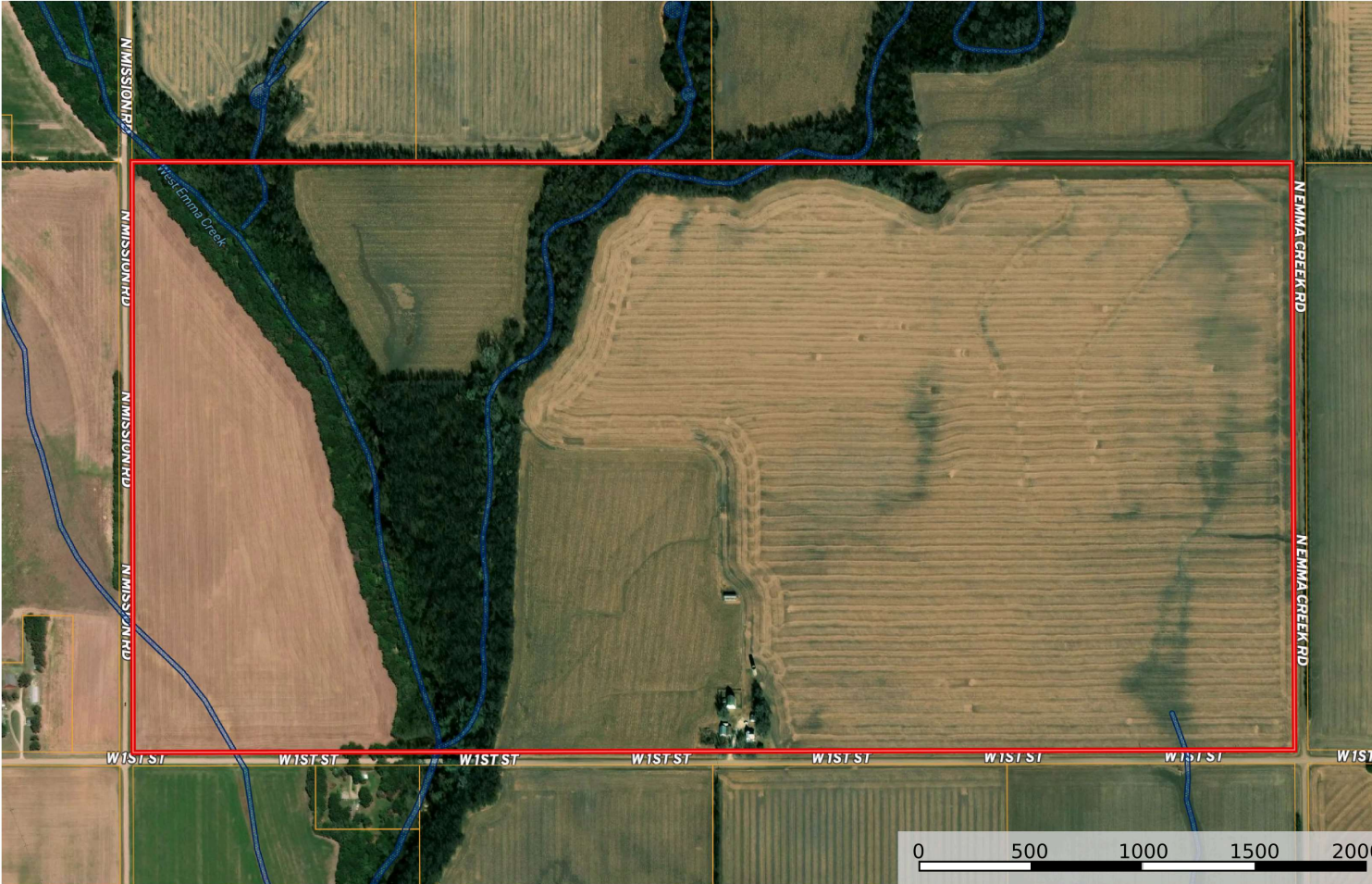
All fields

Source: NRCS Soil Survey

313 ac.

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
3890	Ladysmith silty clay loam, 0 to 1 percent slopes	128.14	40.9%	2	Upgrade
3561	Hobbs silt loam, occasionally flooded	83.71	26.7%	2	Upgrade
3842	Geary silt loam, 0 to 1 percent slopes	66.31	21.2%	1	Upgrade
9982	Fluvents, frequently flooded	30.49	9.7%	6	Upgrade
3843	Geary silt loam, 1 to 3 percent slopes	4.09	1.3%	2	Upgrade
3921	Smolan silty clay loam, 1 to 3 percent slopes	0.61	0.2%	2	Upgrade
313.34					Upgrade

Kansas, AC +/-



Boundary Wetlands Riparian

McCurdy Auction
P: 316.867.3600 mccurdy.com 12041 E. 13th St N

id. The information contained herein was obtained from sources deemed to be reliable. Land id™ Services makes no warranties or guarantees as to the completeness or accuracy thereof.

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*)

