TERMS AND CONDITIONS OF SALE

7TH RD AND REAPER LN., LEROY, KS

SELLER: KLAUS, HUSKEY, BUSS, RCKO

**ACREAGE:** 240 acres more or less. If a subsequent survey by the Buyer shows a greater or lesser acreage amount, this will not affect the purchase or purchase price.

**TILLABLE ACREAGE:** 207.28 acres according to FSA records.

**RESTRICTIONS:** This real estate sells subject to (1) all County and State laws, ordinances and regulations and (2) any easements, encumbrances, leases and restrictions applicable to the property
**EARNEST DEPOSIT:** Earnest money in the amount of $50,000.00 is due on auction day and upon signing the purchase contract. The earnest deposit can be paid in the form of personal or business check, cashier’s check or certified check. The earnest deposit is non-refundable unless the Seller fails to close on this transaction.

**MINERALS:** The Seller’s mineral interest transfers to the Buyer. The oil production in 2018 was 4,388 barrels according to Kansas Geological Survey records with a 1/8th Royalty Interest paid to the landowners.

**POSSESSION AND TENANCY:** Possession of all tillable portions of the subject real estate will take place after harvest of the currently growing 2019 crop or December 31st, 2019, whichever is first. The property sells free of any agricultural or hunting leases for 2020.

**TAXES:** 2018 taxes were $2,920.42. 2019 taxes will be pro-rated to the date of closing. Taxes for any previous years are to be paid by the Seller.

**TITLE/CLOSING COSTS:** Seller and Buyer shall share equally in the cost of owner’s title insurance and escrow closing. A preliminary title policy has been prepared by Coffey County Land Title and will be updated with Buyer information prior to closing. Buyer is responsible for cost of lender’s policy.

**TITLE EVIDENCE/DEED:** Seller will deliver to Buyer an insurable deed for the property at time of closing, conveying clear and marketable title to said property, free of all encumbrances, liens and judgment, except for those lawful conveyances and restrictions that exist on record before the date of the auction, as noted in the title insurance commitment.

**PROPERTY SOLD “AS IS,WHERE IS, WITH ALL FAULTS” WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND:** The real property shall be sold subject to conditions, restrictions, right-of-way easements, and reservations, if any, of record, filed and untitled mechanic’s and material liens; if any, and all other matters of record taking priority, subject to the rights, if any, of tenants-in-possession, and further subject to all conditions announced at the sale; and confirmation of the Seller. Announcements made day of auction take precedence over previously printed material and oral statements.

**BIDDER NUMBER:** Bidders must present photo identification in order to obtain a bidder number. The high bidder will execute a contract for sale of real estate and provide a binding earnest deposit of $50,000.00.

**CLOSING:** Buyer must close sale of this real estate on or before October 29th, 2019. The balance of the purchase price must be paid by cashier/certified check or wired finds at closing. The purchase is not contingent on financing.

**AGENCY:** The Broker/Auctioneer is acting as Agent for the Seller only. All information and materials provided by the Broker is subject to inspection by all appropriate parties and the Broker assumes no liability for its accuracy, errors or omissions nor its Agents, the Seller or its Agents. Prospective bidders should independently verify any information being materially relied upon in making a purchasing decision.

**LIQUIDATED DAMGES:** Buyer will forfeit all of their earnest deposit if they cannot close within the stated time herein and no written extension has been granted by the Seller. If such actions occur, Coffey County Land Title hereby has the right to disperse the earnest deposit as determined by Vaughn-Roth Land Brokers and the Buyer has no claims to such money or property being sold. Liquidated damages are to cover cost of auction, cost incurred by Seller, labor cost, and additional cost of auction as not defined in this agreement. These liquidated damages do not restrict the Seller from suing the Buyer for performance damages and/or any additional damages the Seller suffers by the default of the Buyer.

**BIDDER’S DUTY TO INSPECT:** All information published, announced, or contained herein was derived from sources believed to be correct; however, it is not guaranteed by the Seller, the Broker or any other person or entity. Personal inspection of all property by potential bidders is strongly recommended. All sales are subject to the conditions and terms contained herein. The failure of any bidder to inspect, or to be fully informed as to the condition of the property, will not constitute grounds for any claim or demand for adjustment or withdrawal of bid, offer or deposit money after its opening tender. This includes but is not limited to public information such as easements, restrictions, zoning, rights-of-way, or any other information that can be obtained as public record in the County courthouse or any municipal office concerning subject properties. Any and all announcements made at the time of auction take precedence over all other verbal, printed, announced, and/or distributed information. Please note that you are bidding to purchase the property “As is, where is” with no guarantee or warranty.