

PROPERTY INFORMATION PACKET

THE DETAILS



**14.36 ± Acres on Oliver St./47th St. |
Valley Center, KS 67147**

AUCTION: Wednesday, April 1st @ 12:00 PM

12041 E. 131st St. N., Wichita, KS, 67206
316.683.0612 • 800.544.4489
www.McCurdyAuction.com



McCurdy
AUCTION
REAL ESTATE SPECIALISTS



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

MLS PIP



MLS # 577798
Class Land
Property Type Undeveloped Acreage
County Sedgwick
Area 701
Address 14.36 +/- Acres N Oliver St.
Address 2
City Valley Center
State KS
Zip 67147
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 3



GENERAL

List Agent - Agent Name and Phone	Ty Patton	Realtor.com Y/N	Yes
List Office - Office Name and Phone	McCurdy 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		Sub-Agent Comm	0
Showing Phone	1-800-301-2055	Buyer-Broker Comm	3
Zoning Usage	Agriculture	Transact Broker Comm	3
Parcel ID	02623-0140000100	Variable Comm	Non-Variable
Number of Acres	14.36	Virtual Tour Y/N	No
Price Per Acre			
Lot Size/SqFt	625521		
School District	Valley Center Pub School (USD 262)		
Elementary School	Valley Center		
Middle School	Valley Center		
High School	Valley Center		
Subdivision	NONE LISTED ON TAX RECORD		
Legal	E1/2 SE1/4 NE1/4 EXC N1/2 N1/2 THEREOF SEC 23-25-1E		

DIRECTIONS

Directions (Valley Center) E. 101st St. N. & Oliver - South to Property.

FEATURES

SHAPE / LOCATION Rectangular	OUTBUILDINGS None	EXISTING FINANCING Other/See Remarks	AGENT TYPE Sellers Agent
TOPOGRAPHIC Level	MISCELLANEOUS FEATURES None	PROPOSED FINANCING Other/See Remarks	OWNERSHIP Individual
PRESENT USAGE None/Vacant	DOCUMENTS ON FILE Aerial Photos	POSSESSION At Closing	TYPE OF LISTING Excl Right w/o Reserve
ROAD FRONTAGE Paved	FLOOD INSURANCE Unknown	SHOWING INSTRUCTIONS Call Showing #	BUILDER OPTIONS Open Builder
UTILITIES AVAILABLE Other/See Remarks	SALE OPTIONS None	LOCKBOX None	
IMPROVEMENTS None			

FINANCIAL

Assumable Y/N	No
General Taxes	\$141.97
General Tax Year	2019
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 LIVE AUCTION PORTION IS CANCELLED AND REPLACED WITH LIVE STREAM EVENT ONLY. AUCTION WILL STILL BEGIN APRIL 1ST AT 12:00 PM VIA LIVE STREAM AUCTION WITH REAL TIME BIDDING. This property is selling with clear title at closing and no back taxes 14.36 +/- undeveloped acreage in the Valley Center School District! This property is located on N. Oliver, near 101st, and is zoned Rural Residential. A wonderful opportunity to own land in Valley Center that may be used as a home-site or for agricultural purposes. *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. 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 seller's agents was obtained from a variety of sources and neither seller nor seller's agents have made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. 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.

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview	Yes
Method of Auction	Live w/Online Bidding	1 - Open/Preview Date	
Auction Location	www.mccurdyauction.com	1 - Open Start Time	
Auction Offering	Real Estate Only	1 - Open End Time	
Auction Date	4/1/2020	2 - Open for Preview	
Auction Start Time	12:00 PM	2 - Open/Preview Date	
Broker Registration Req	Yes	2 - Open Start Time	
Broker Reg Deadline	by 5:00 PM the day before	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

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	\$0	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

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 2020 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 14.36 +/- Acres On N. Oliver St - Valley Center, KS 67147

DOES THE PROPERTY HAVE A WELL? YES _____ NO ✓

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

Location of Well: _____

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

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

Ray Z
Owner

2-5-20
Date

Owner

Date

ADDENDUM _____ (Groundwater)

THIS ADDENDUM to Contract for Sale and Purchase of Real Estate between and among the undersigned is entered into effective on the last date set forth below.

Groundwater contamination has been detected in several areas in and around Sedgwick County. Licensees do not have any expertise in evaluating environmental conditions.

The parties are proposing the sale and purchase of certain property, commonly known as:
14.36 +/- Acres On N. Oliver St - Valley Center, KS 67147

The parties are advised to obtain expert advice in regard to any environmental concerns.

SELLER'S DISCLOSURE (please complete both a and b below)

(a) Presence of groundwater contamination or other environmental concerns (initial one):

- R/S Seller has no knowledge of groundwater contamination or other environmental concerns; or
 Known groundwater contamination or other environmental concerns are:

(b) Records and reports in possession of Seller (initial one):

- RA Seller has no reports or records pertaining to groundwater contamination or other environmental concerns; or

_____ Seller has provided the Buyer with all available records and reports pertaining to groundwater contamination or other environmental concerns (list document below):

BUYER'S ACKNOWLEDGMENT (please complete c below)

(c) _____ Buyer has received copies of all information, if any, listed above. **(initial)**

CERTIFICATION

Seller certifies, to the best of Seller's knowledge, that the information Seller has provided is true and accurate, and that Buyer and all licensees involved are relying on Seller's information. Buyer certifies that Buyer has reviewed Seller's responses and any records and reports furnished by Seller.

Ramp J 2-5-20
Seller Date

Buyer _____ Date _____

Seller	Date
--------	------

Buyer	Date
-------	------

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Security 1st Title

File #:

Property Address:

14.36 +/- Acres On N. Oliver St
Valley Center, KS 67147

WIRE FRAUD ALERT

IMPORTANT! YOUR FUNDS MAY BE AT RISK

****SECURITY 1ST TITLE DOES NOT SEND WIRE INSTRUCTIONS UNLESS REQUESTED****

This Alert is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer. Realtors®, Real Estate Brokers, Title Companies, Closing Attorneys, Buyers and Sellers are targets for fraudsters to gain access to information for the purpose of wire fraud schemes. Many homebuyers have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification.

A fraudster will hack into a participant's email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the Buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain wiring instructions or routing information, and will request that the Buyer send funds to an account controlled by the fraudster.

Security 1st Title does not require your funds to be wired. We accept certified checks. If you prefer to wire, you must contact us by phone to request our wire instructions. We will give them verbally or send via SECURED email. After receipt, if you receive another email or unsolicited call purporting to alter these instructions please disregard and immediately contact us.

*****Closing funds in the form of ACH Electronic Transfers will NOT be accepted*****

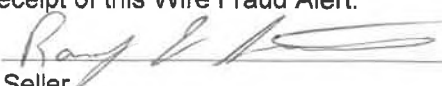
In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY on emails or other communications purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.**
- **DO NOT FORWARD wire instructions to any other parties.**
- **ALWAYS VERIFY WIRE INSTRUCTIONS, specifically the ABA routing number and account number, by calling the party who is receiving the funds.**
- **DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify with a phone directory.**
- **DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.**

ACKNOWLEDGEMENT OF RECEIPT – YOU MUST SIGN BELOW

Your signature below acknowledges receipt of this Wire Fraud Alert.

Buyer



Seller

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>



PRELIMINARY TITLE SEARCH REPORT

Prepared By:
Security 1st Title
727 N. Waco, Suite 300
Wichita, KS 67203
Phone: (316) 267-8371
Fax: (316) 267-8115

Contact: **Nikki San Roman**
Email: **nsanroman@security1st.com**

Prepared Exclusively For:
McCurdy Auction, LLC
12041 E. 13th St. N
Wichita, KS 67206
Phone: 316-683-0612
Fax: 316-683-8822

Contact: **Kimberly Clare**
Email: **kclare@mccurdyauction.com;**
sfrost@mccurdyauction.com;
joxborrow@mccurdyauction.com;

Report No: **2351580**

Report Effective Date: **January 29, 2020, at 7:30 a.m.**

Property Address: **Vacant Land, Valley Center, KS 67147**

This Title Search Report is NOT a commitment to insure and is not to be construed as an Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the specific benefit of **McCurdy Auction, LLC**, and as such should not be relied upon by any other party for any Real Estate Transaction. Any and all loss or damage that may occur by reason of any errors and omissions in this Company's Report is limited to \$1,000.00 and the fee it received for the preparation and issuance of this report, if any.

1. **Fee Simple** interest in the Land described in this Report is owned, at the Report Effective Date, by

Randy L. Stevens

2. The Land referred to in this Report is described as follows:

The East half of the Southeast Quarter of the Northeast Quarter EXCEPT the North half of the North half thereof, Section 23, Township 25 South, Range 1 East of the 6th P.M., Sedgwick County Kansas,

3. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.



Security 1st Title

Any questions regarding this report should be directed to: **Nikki San Roman**
Phone: **316-293-1625**, Email: **nsanroman@security1st.com**

2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **In regard to the death of C. Sue Stevens a/k/a Carolyn Sue Stevens, we require:**
 - a. **Indemnity from the grantee beneficiaries (Item 4, Schedule A) on the Transfer on Death Deed, for expenses paid by the State of Kansas, for medical assistance, all expenses of the final illness, and all other claims of the estate, including the lien of Federal Estate Taxes.**
6. **File a Warranty Deed from Randy L. Stevens, stating marital status and joined by spouse, if any, to Buyer TBD.**
7. **Recording Fees and Information for Kansas Counties:**

Deed:	\$21.00 (first page) + \$17.00 (each additional page)
Mortgage:	\$21.00 (first page) + \$17.00 (each additional page)
Mortgage Release:	\$20.00 (first page) + \$4.00 (each additional page)
Mortgage Assignment:	\$20.00 (first page) + \$4.00 (each additional page)

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

(NOTE: Beginning January 1, 2019, Mortgage Registration Tax is no longer required in the State of Kansas.)

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.



Security 1st Title

Any questions regarding this report should be directed to: **Nikki San Roman**

Phone: **316-293-1625**, Email: **nsanroman@security1st.com**

NOTE: For documents electronically recorded, there is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.

4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any other matters that may arise after the date of this report:
 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
 2. Rights or claims of parties in possession not shown by the Public Records
 3. Easements, or claims of easements, not shown by the Public Records
 4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land
 5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
 6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records
 7. The lien of the General Taxes for the year **2020**, and thereafter.
 8. **General taxes and special assessments for the fiscal year 2019 in the original amount of \$141.97.**
First Installment: \$70.99, PAID
Second Installment: \$70.98, DUE, but not delinquent if paid by 5/11/2020
Property I.D. # GT-00153
PIN #00263309
 9. **Easement granted to Kansas Telephone and Telegraph Company, as set forth in the instrument filed as Misc. Book 93, Page 438.**



Security 1st Title

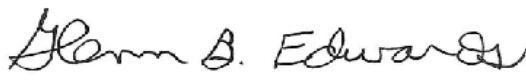
Any questions regarding this report should be directed to: **Nikki San Roman**
Phone: **316-293-1625**, Email: **nsanroman@security1st.com**

- 10. Easement granted to Kansas Gas and Electric Company, as set forth in the instrument filed as Misc. Book 156, Page 43.**
- 11. Terms and provisions contained in the document entitled "Right-of-Way Agreement" filed May 9, 1955 as Misc. Book 343, Page 43.**
- 12. Terms and provisions of the oil and gas lease executed between L. Louis Stevens, lessor, and James B. Ash, lessee, filed October 4, 2006, recorded in/on Doc#/Flm-Pg: 28822694, together with all subsequent assignments and conveyances.**

NOTE: If there is no production of oil and gas from all of the property covered by the above lease; if any set terms including options to renew in the lease have expired; and if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued. Said Affidavit must include the same land covered in the Lease.

Dated: **January 29, 2020, at 7:30 a.m.**

SECURITY 1ST TITLE

By: 
LICENSED ABSTRACTER

MISCELLANEOUS RECORD—NO. 93

attachment of and/or carry in conduit wires and cables of any other company. The grantor for himself, his heirs, executors, administrators and assigns hereby covenants that no inflammable structure will be erected or permitted on said property within 50 feet of said lines. Said sum being received in full payment for the rights herein granted.

It being understood and agreed that said pole line and any down-guys and anchors shall run along and parallel with the Southeast line of the railroad right of way extending across said property in the Northwest corner thereof, so that the center of said pole line shall not extend further than six (6) feet from said south line of said railroad right of way and said pole line shall traverse no other part of said property. The said highway rights herein granted shall cover only the highway rights where said pole line crosses the roadway on the north and west of said premises and parallel with said railroad right of way. It is further agreed that the said company shall pay the grantors herein for all damages to crops and fences that may be caused by the construction and maintenance of said line, and it is understood that this grant covers one pole line only. This grant includes the right to cut down and keep out down all trees and underbrush which may interfere with or endanger said line.

WITNESS our hands and seal this 4th day of September, A. D. 1930, at Wichita, Kansas.

Accepted by: Lee York For
THE KANSAS TELEPHONE AND TELEGRAPH COMPANY
Witness: John E. Boyer,

Jesse E. Thompson (Seal)
Mrs. Edna Thompson (Seal)
Landowners.

STATE OF KANSAS }
County of SEDGWICK) SS.

Before me a notary public in and for said County and State, this 4th day of September, 1930, personally appeared Jesse E. Thompson & Edna Thompson, his wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

In testimony whereof, I have hereunto set my hand and affixed my official seal this 4th day of September, 1930.

(Notary Seal)

John E. Boyer, Notary Public.

My Commission expires June 30, 1934.

FILED FOR RECORD SEPT. 16, 1930 at 10 A. M.

LESTER E. NEAL, REGISTER OF DEEDS.

--FLM--

COMPARED BY
JLM

W. H. KIRKPATRICK ET UX

TO

THE KANSAS TELEPHONE AND TELEGRAPH COMPANY }

\$25.00

RIGHT OF WAY AGREEMENT.

Alan C. Grant, Division Attorney
Approved: By Charles J. Markus
Asst. Division Attorney

Received of THE KANSAS TELEPHONE AND TELEGRAPH COMPANY, Twenty five and no/100

MISCELLANEOUS RECORD—NO. 93

Dollars, in consideration of which we hereby grant and convey unto said Company, its associated and allied companies, their respective successors, assigns, lessees and agents, a perpetual right of way and easement to construct, reconstruct, operate and maintain lines of telephone and telegraph, consisting of such poles, wires, cables, conduits, guys, anchors and other fixtures and appurtenances as the grantee may from time to time require upon, across, over and/or under the property which we own or in which we have any interest in the township of Grant, County of Sedgwick and State of Kansas further described as the E 1/2 of the SE 1/4 of the NE 1/4 Section Twenty three (23), Township Twenty-five (25) South, Range One (1) East, and upon, along, and/or under the roads, streets or highways, adjoining the said property, with the right to trim from time to time any trees along said lines so as to keep the wires and cables cleared at least thirty-six inches and the right to permit the attachment of and/or carry in conduit wires and cables of any other company. The grantor for himself, his heirs, executors, administrators and assigns hereby covenant that no inflammable structure will be erected or permitted on said property within 50 feet of said lines. Said sum being received in full payment for the rights herein granted, and in full settlement of all damage caused by the construction of said line. This grant includes the further right to cut down and keep out all trees and underbrush which may interfere with or endanger said line.

Witness our hand and seal this 25th day of July, A. D. 1930 at Valley Center, Kansas, A. # 2.

Witness: Lee York
R. H. Doerner

W. H. Kirkpatrick (Seal)
Minnie R. Kirkpatrick (Seal)
Landowner.

STATE OF KANSAS,)
) ss.
COUNTY OF SEDGWICK)

Before me, A Notary Public in and for said County and State, this 9th day of September, 1930, personally appeared W. H. Kirkpatrick & Minnie R. Kirkpatrick, his wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In testimony whereof, I have hereunto set my hand and affixed my official seal this 9th day of September, 1930.

(Notary Seal)

John E. Boyer,
Notary Public.

My Commission expires June 30th, 1934.

FILED FOR RECORD SEPT. 18, 1930 at 10 A. M.

LESTER E. KEAL, REGISTER OF DEEDS.

MISCELLANEOUS RECORD 156

W. H. KIRKPATRICK

TO

KANSAS GAS AND ELECTRIC COMPANY

RIGHT-OF-WAY EASEMENT

The undersigned do(es) hereby grant and convey to Kansas Gas and Electric Company, a corporation, its successors and assigns, the Right-of-Way to clear timber, trim necessary trees for and build, maintain, alter, repair, operate and remove transmission lines consisting of poles, wires, equipment and fixtures over and across the following described lands situated in Sedgwick County, State of Kansas, to-wit:

Beginning at the S. E. corner of N. E. 1/4 of Sec. 23; T 25 S;
R 1 E and extending west approximately 660' along the south line
of N. E. 1/4 of Sec. 23; T 25 S; R 1 E.

with the right of ingress and egress to and from the same. The said grantor(s), heirs or assigns to fully use and enjoy the said premises except for and subject to the rights of grantee for the purposes hereinbefore granted to said grantee, its successors or assigns, who by its acceptance hereof and entry upon the premises for the use thereof hereby agrees to pay any damages which may be caused to crops and fences from the building, maintaining and operating of said lines, said damages, if not mutually agreed upon to be ascertained and determined by three disinterested persons; one of whom shall be selected by the said grantor(s), heirs or assigns, the second by the grantee, its successors or assigns, and the third by the two so appointed as aforesaid. The awards of such three persons to be final and conclusive.

Grantors agree that they will not locate any building, hay stack, straw stack, trees, structure, or any combustible material near enough to said poles, wires and fixtures to endanger the same or interfere with the operation thereof or to be likely to result in damage thereto if a fire should occur. Receipt of payment of one dollar and other good and valuable considerations herefor is hereby acknowledged.

W. H. Kirkpatrick

STATE OF KANSAS,)
) SS.
Sedgwick COUNTY)

I hereby certify that on this 14th day of August, A. D. 1940, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came W. H. Kirkpatrick and his wife, to me personally known to be the same person(s) who signed and executed the above instrument, and they each duly acknowledged the execution of the same.

WITNESSES my hand and Notarial Seal on the day and date last above written.

My commission expires: April 5, 1941
(NOTARIAL SEAL)

Harry W. Kikendall
Notary Public

FILED FOR RECORD DEC. 10, 1940 AT 2 P.M.

ARCH E. McVICAR REGISTER OF DEEDS

PNJ

Co. E. file
1532
Valley Center
RRTI

Sedgwick County, Kansas RIGHT OF WAY AGREEMENT

WHEREAS, It becomes necessary in the reconstruction and maintenance of Highway 527 - D...
for Sedgwick County, State of Kansas, Party of the First Part, to widen, improve and/or
change location of said highway in ~~the~~ ~~the~~ Section 23, Twp. 35 S., Range 1 - E
and said widening, improving and/or change of location requires new and additional
right of way in the above section, township and range as follows: The West 10 ft. of the East
40 ft. of the E~~1/2~~ of ~~the~~ Sec. 23, T. 35 S., R. 1 E., containing 0.5 Acre.

AND WHEREAS, Clyde E. Samuels et al
Party of the Second Part, is the rightful owner of, or legal agent for, the above property.

THE PARTIES HERETO AGREE as follows: That the party of the second part, for himself, his
heirs, executors, administrators, and assigns for the consideration of Twenty Two Dollars
(\$22.00), and other valuable considerations as follows:

shall ~~fixes on~~ ~~new~~ ~~property~~ ~~lines~~ ~~any~~ ~~new~~ ~~materials~~ ~~needed~~ ~~will~~
be furnished by the property owner, all labor by Sedgwick County.

One dollar (\$1.00) of the above amount being in hand paid and receipt therefor being hereby acknowl-
edged the remainder to be allowed at the next regular meeting of Board of County Commissioners when
claim is presented as required by law in similar cases do hereby Grant, Sell and Convey to the
party of the first part a permanent and perpetual right of way on and an easement to, in and on the
real property above described for public road and highway purposes with right and privilege in the
party of the first part to grade, excavate, fill, drain and/or improve as the party of the first part may
order and direct.

THEREFORE, It is agreed and understood that the above amount of money together with the
valuable concessions tendered by the party of the first part shall be in full compensation for actual
land taken and all damage done to the property of the party of the second part.

IN WITNESS WHEREOF, the parties hereto have set their hands this 4th day
of April, 1955.

WITNESSES:
Howard E. Samuels

[Signature]
[Signature]
[Signature]

PARTY OF THE FIRST PART

Clyde E. Samuels

Harry C. Samuels

[Signature]

PARTY OF THE SECOND PART

Charles E. Samuels

STATE OF KANSAS
- County of Sedgewick

BE IT REMEMBERED, that on this 11th day of April in the year of
our Lord one thousand nine hundred and 24th 1924 AD Public,
in and for said county and state, came John J. [illegible] and
John J. [illegible] [illegible] known to be the
persons who executed the above and foregoing instrument, and who each duly acknowl-
edged the execution of the same.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

IN WITNESS WHEREOF, the Board of Directors has caused this Certificate to be signed by its President and Secretary, and the same to be attested by its Clerk, and the Seal of the Corporation to be hereunto affixed, this 14th day of May, 1948.

[Signature] Secretary

[Signature] President

[Signature] Clerk

Notary Public

My Comm. Expires _____

WITNESSETH that the foregoing is a true and correct copy of the original of the same, as the same appears from the records of the Board of Directors of the Corporation, and the Seal of the Corporation is hereunto affixed.

[Signature] Notary Public

My Comm. Expires _____

State of Kansas)
County of Sedgewick)
ss. I, the undersigned, Clerk of the County of Sedgewick, do hereby certify that the within and foregoing is a true and correct copy of the original of the same as the same is on file in my office.

BE AT REMEMBERED, That on this 2th day of April, 1911, in the
our Lord one thousand nine hundred and Fifty First, before
Notary Public, in and for said County and State, came Charles A. C.
Samuels, a single man, and Charles E. Samuels, and Thelma Samuels,
his wife, and Clyde E. Samuels, a single man, and Alta Samuels,
Single woman, to me personally known to be the identical persons
who executed the above and foregoing instrument, and who each
acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my official signature and affixed my Notarial seal the day and year first above written.

My Commission Expires Feb, 13th, 1956.

Notary Public

[illegible]

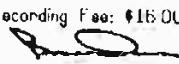
12017

2017



Sedgewick County
Register of Deeds Bill Meek
DOC.#/FLM-PG: 28822694

Receipt #: 1636199
Pages Recorded: 3
Cashier Initials: DH

Recording Fee: \$16.00
Authorized By: 

Date Recorded: 10/4/2006 4:10:52 PM



Grantor	STEVENS L LOUIS
Grantee	ASH JAMES B
Type of Document	OIL AND GAS LEASE
Recording Fees	\$16.00
Mtg Reg Tax	\$0.00
Total Amount	\$16.00
Return Address	JAMES B ASH
	201 SUSAN LANE
	ANDOVER KS 67002-0000

2006

1. WITNESSETH, That lessor, for and in consideration of the sum of THREE Dollars and of the covenants and agreements hereinafter contained to be performed by the lessees, has this day granted, leased, and let, and by these presents does hereby grant, lease, and let exclusively unto the lessee herein-after described land, with the right to utilize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline, casinghead gas condensate, casinghead water, casinghead steam, casinghead gas, casinghead water, casinghead steam, casinghead gas, casinghead water, casinghead steam, telephone lines, and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with lands pooled therewith, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land being situated in

the County of SEDGWICK, State of KANSAS, and described as follows:
EAST HALF (E ½) SOUTHEAST QUARTER (SE ¼) NORTHEAST QUARTER (NE ¼)
EXCEPT NORTH HALF (N ½) NORTH HALF (N ½) THEREOF
 Key Number: GT 00153 Parcel Id: 026230140000100

(In Section 23, Township 25S, Range 1E, and containing 15 acres more or less.

2. This lease shall remain in force for a term of 3 (THREE) years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.

3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into the storage tanks.

4. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product as royalty $\frac{1}{8}$ of the market value of such gas at the mouth of the well; if said gas is sold by the lessee, then as royalty $\frac{1}{8}$ of the proceeds of the sale thereof; at the mouth of the well. The lessee shall pay to lessor as royalty $\frac{1}{8}$ of the proceeds from the sale of such gas as such at the mouth of the well where gas is found, and where such gas is not sold or used, lessee shall pay or tender to lessor or deposit to his credit in the hereinafter designated depository bank, annually at the end of each yearly period during which such gas is not sold or used, an advance royalty, an amount equal to the delay rental provided in paragraph 6 hereof, and while said advance royalty is so paid or tendered or deposited as aforesaid this lease shall be treated as a producing lease under paragraph 3 hereof; the lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections, all connections and use of gas to be at the lessor's sole risk and expense.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 11th day of SEPTEMBER, 2009, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the

Bank as depository, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said

land or in the oil and gas or in the rentals to accrue hereunder, the sum of XXXXXXXXXXXXXXXXXXXX Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders, the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft or lease or any assignment, interest, mortgage or other security or by cash or tender or by any other means or means to said depository. The payment of the first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Notwithstanding the death of the lessor or his successor in interest, the payment or tender of rentals in the above manner shall be binding on the heirs, devisees, executors, administrators and assigns of all such persons.

6. If at any time prior to the discovery of oil or gas during the term of this lease the lessee shall drill a dry hole, or holes on this land, or any lands with which same is unitized, this lease shall not terminate, provided the lessee shall continue operations for the drilling of a well shall be commenced by the next drilling rental date and shall provide the lessee with the amount of rentals in the manner and amount hereinabove provided, and in this latter event the preceding paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

7. In case said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals thereon shall be paid to said lessor in the proportion on which his interest bears to the whole and undivided fee. This lease shall be effective as to each lessor as to his or her interest, and shall be binding on their respective execution hereof, notwithstanding some of the lessors above named may not join in the execution hereof.

8. The lessee shall have the right to use the land free of cost, gas, oil and water found on said land for its operations thereon, except for the water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 300 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right to remove any buildings and other structures placed on said premises, including the right to drain and remove all casing, but lessee shall be under no obligation to do so.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties for any term years of the lease shall be binding on the lessee until it shall have been furnished with the original recorded instrument or conveyance or duly certified copy thereof or certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator or executor for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof showing a complete chain of title back to lessor to the full interest claimed, and all payments of rentals made to previous owner hereunder before receipt of said appropriate documents and notice of change of ownership shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor, regardless of whether such payment was made on or before the date same became payable hereunder.

10. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, descent or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rental payable by him or them, such default shall not operate to defeat or affect this lease as to any part of said land upon which the lessee or any assignee hereof shall have made or shall make payment of rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens, claims, levies, or assessments on or against the above described lands, and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessor or assigns shall commence operations for drilling on any part of the above described land or unitized lands as herein authorized at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

12. If within the primary term of the lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall nevertheless continue in full force and effect for the term of the term of the lease, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

14. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion surrendered or canceled shall cease and determine, and any rentals thereafter payable shall be paid only on the portion of the acreage not so surrendered or canceled, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

13 All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of any governmental agency administering the same, and this lease shall not be in any way terminated wholly or partially, nor shall the lease be liable in damages, for failure to comply with any of the express or implied provisions hereof if such failure is attributable to compliance with any such laws, orders, rules or regulations (or interpretations thereof).

10. Lessee is hereby given the right and option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases, such pooling to be into units on which a well may be drilled under the laws, rules, or regulations in force at the time of such pooling or unitization. Lessee shall exercise said option by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessors' interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery or royalty, to be the entire production from that portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

17. This lease and all the terms and conditions hereof shall extend to and be binding upon the heirs, devisees, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

— (SEAL)

(REAL)

REAL

IDEAL

—(SEAL

— (REAL

— (SEAL

~ (HEAL

STATE OF Kansas
COUNTY OF Sedgwick ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
The foregoing instrument was acknowledged before me this 11th day of September 2006
by L. Louis Stevens and Trisha L. Schmidt
(Notary)

My commission expires 3-28-08



Trisha L. Schmidt
Notary Public

STATE OF _____
COUNTY OF _____ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
The foregoing instrument was acknowledged before me this _____ day of _____
by _____ and _____

My commission expires _____
Notary Public

STATE OF _____
COUNTY OF _____ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
The foregoing instrument was acknowledged before me this _____ day of _____
by _____ and _____

My commission expires _____
Notary Public

STATE OF _____
COUNTY OF _____ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
The foregoing instrument was acknowledged before me this _____ day of _____
by _____ and _____

My commission expires _____
Notary Public

No. _____
OIL AND GAS LEASE
FROM _____
TO _____
Date _____
Section _____ Twp. _____ Rge. _____
No. of Acres _____ Term _____
County _____
STATE OF _____
County _____
This instrument was filed for record on the _____
day of _____
at _____ o'clock _____ M., and duly recorded
in Book _____ Page _____ of
the records of this office.
By _____ Register of Deeds.
When recorded, return to _____

STATE OF _____
COUNTY OF _____ ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)
The foregoing instrument was acknowledged before me this _____ day of _____
by _____
of _____
corporation, on behalf of the corporation.

My commission expires _____
Notary Public

14.36 +/- Acres on N. Oliver St./47th St. - Valley Center, KS 67147

Zoning: Rural Residential



Geographic Information Services

Sedgwick County...

working for you

Geographic Information Services
Division of Information & Operations
www.sedgwickcounty.org/gis
525 N. Main, Suite 212, Wichita, KS 67203
Tel: 316.660.9290 Fax: 316.262.1174
Thu Feb 6 11:10:45 GMT-0600 2020

DISCLAIMER: It is understood that, while Sedgwick County Geographic Information Services (SCGIS), City of Wichita, G.S. (for purposes of the road underline file), participating agencies, and information suppliers, have no intention or reason to believe that there are inaccuracies in information provided, SCGIS, its suppliers make no representations of any kind, including, but not limited to, warranties of merchantability or fitness for a particular use, nor are any such warranties to be implied with respect to the information, data or service furnished herein. In no event shall the Data Providers become liable to users of these data, or any other party, for any loss or damages, consequential or otherwise, including, but not limited to time, money, or goodwill, arising from the use, operation or modification of the data. In using these data, users further agree to indemnify, defend, and hold harmless the Data Providers for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data, or the use of the data. No person shall sell, give or receive for the purpose of selling or offering for sale, any portion of the information provided herein.

Legend

Flood Plain

Base Flood Approximate

--

Base Flood Elevations

—

0.2 Pct Annual Chance



0.2 PCT Annual Chance Flood Hazard

A



A

AE



AE

AE, FLOODWAY



AE, FLOODWAY

AH



AH

AO



AO

X - Area of Special Consideration



X AREA OF SPECIAL CONSIDERATION

X



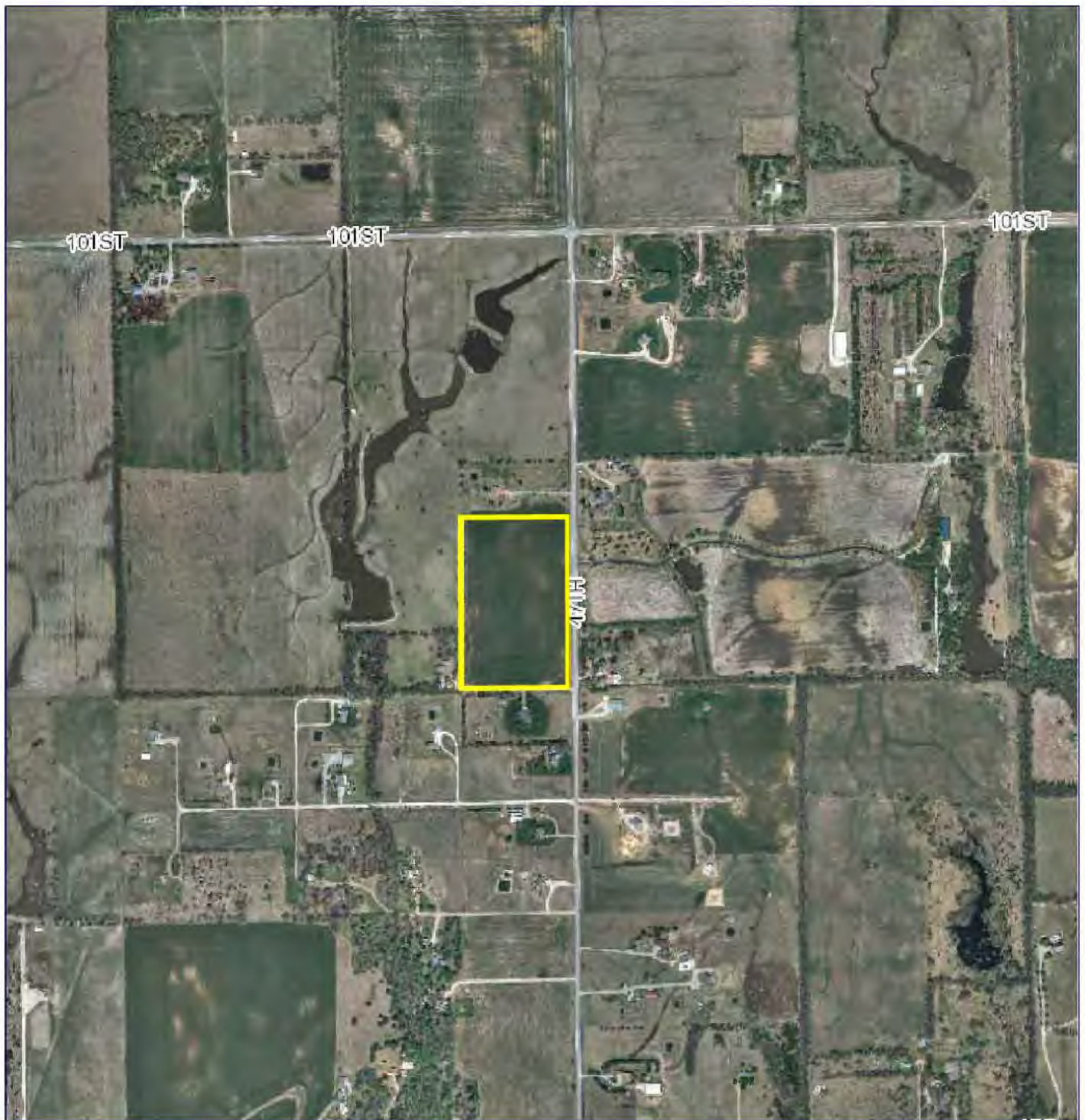
X

Area Not Included



14.36 +/- Acres on N. Oliver St./47th St. - Valley Center, KS 67147

Aerial



Geographic Information Services

Sedgwick County...

working for you

Geographic Information Services
Division of Information & Operations

www.sedgwickcounty.org/gis

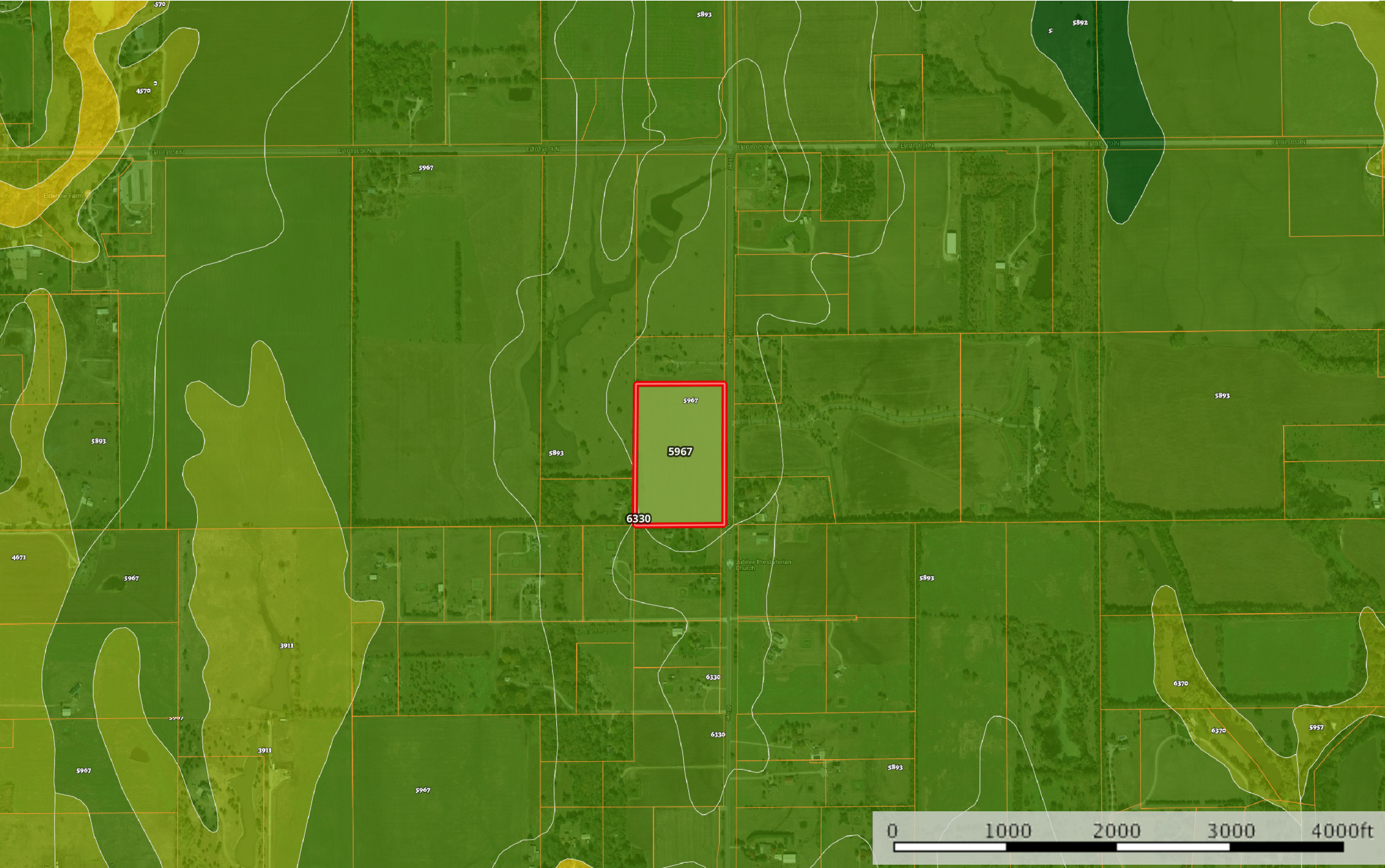
525 N. Main, Suite 212, Wichita, KS 67203

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14.36 +/- acres on Oliver St./47th St., Valley Center, KS 67147
Sedgwick County, Kansas, 14.36 AC +/-



 Boundary

| Boundary 14.4 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
6330	Carwile fine sandy loam, 0 to 1 percent slopes	0.1	0.43	2w
5893	Farnum loam, 1 to 3 percent slopes	0.1	0.42	2c
5967	Tabler silty clay loam, 0 to 1 percent slopes	14.3	99.14	2s
TOTALS		14.4	100%	2.0

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability

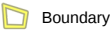
								
	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

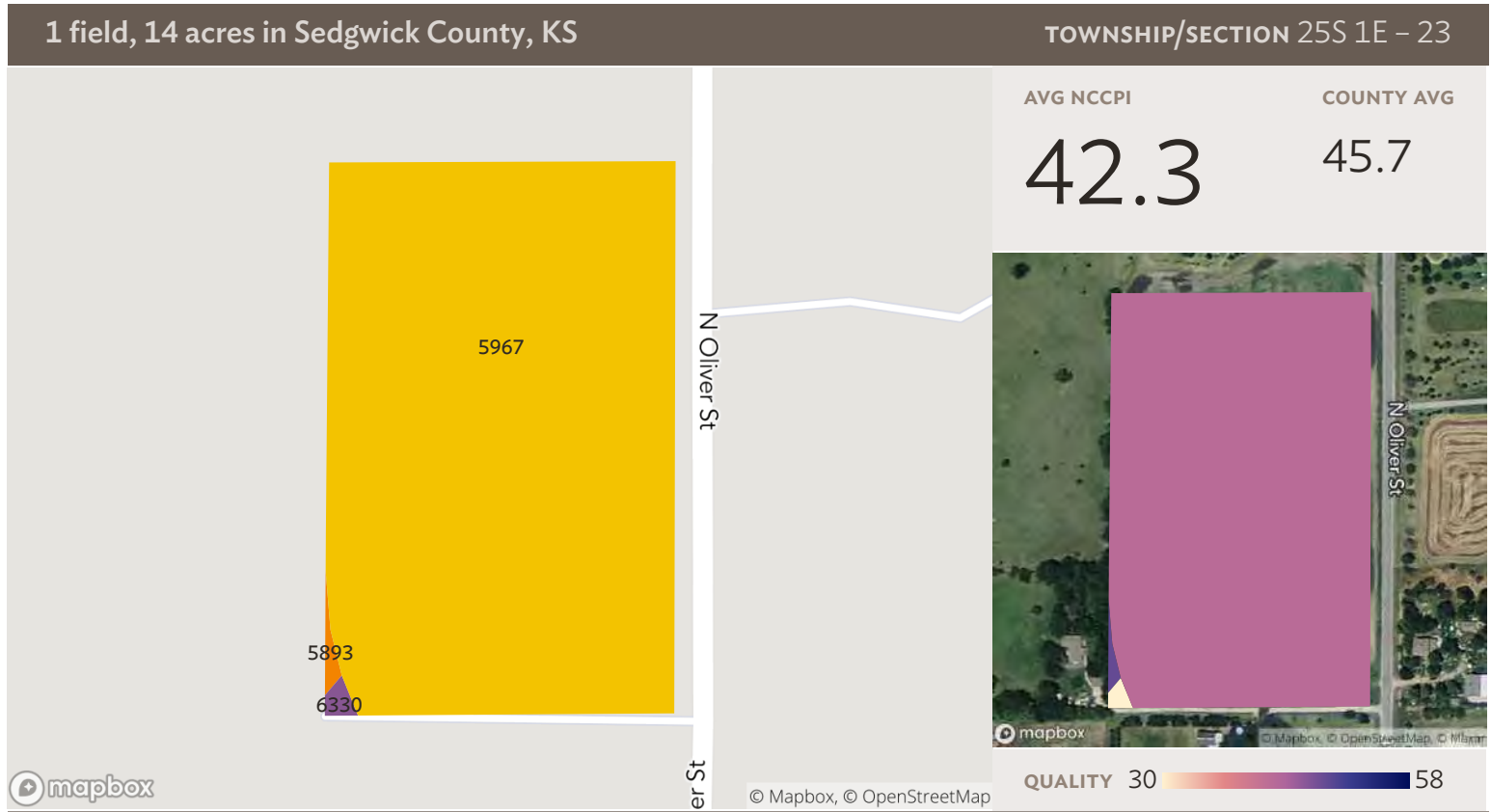
(s) soil limitations within the rooting zone (w) excess of water

14.36 +/- acres on Oliver St./47th St., Valley Center, KS 67147
Sedgwick County, Kansas, 14.36 AC +/-



Boundary



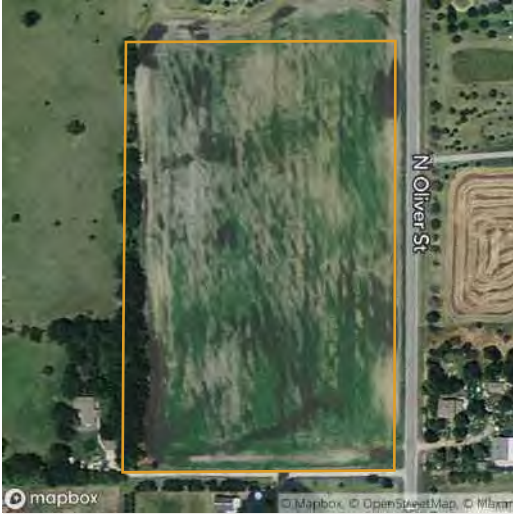


Source: NRCS Soil Survey

All fields

14 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
■ 5967	Tabler silty clay loam, 0 to 1 percent slopes	14.23	99.1%	2	42.4
■ 6330	Carwile fine sandy loam, 0 to 1 percent slopes	0.06	0.4%	2	19.4
■ 5893	Farnum loam, 1 to 3 percent slopes	0.06	0.4%	2	48.5
14.35					42.3

1 field, 14 acres in Sedgwick County, KS		TOWNSHIP/SECTION 25S 1E – 23				
	All fields 14 ac	 2017	 2016	 2015	 2014	 2013
	Winter Wheat	84.6%	84.6%	84.6%	–	–
	Grass/Pasture	14.2%	13.1%	13.1%	44.0%	11.5%
	Soybeans	–	–	–	53.8%	83.9%
	Other	1.2%	2.3%	2.3%	2.2%	4.6%

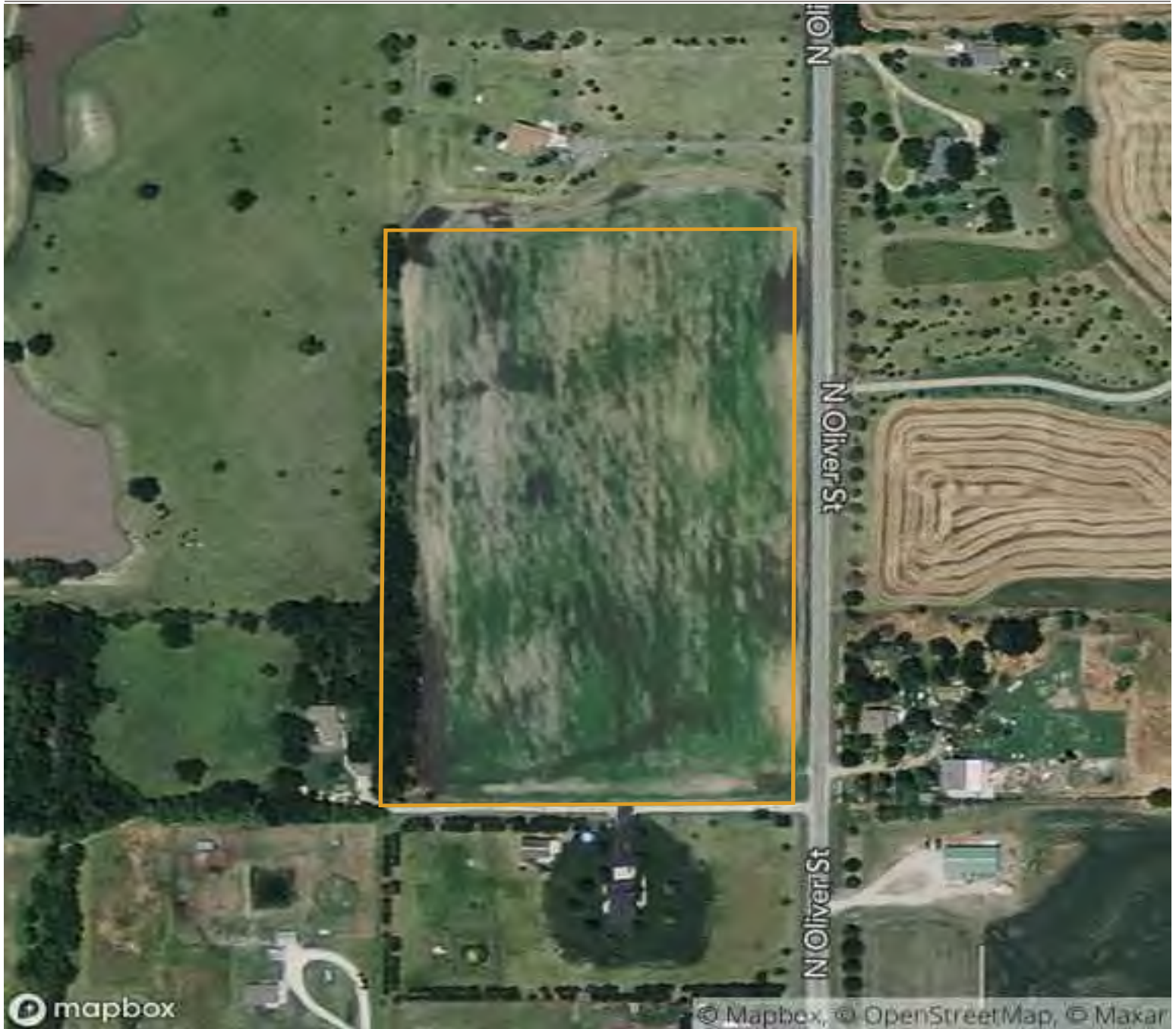
Source: NASS Cropland Data Layer

1 field, 14 acres in Sedgwick County, KS

TOWNSHIP/SECTION 25S 1E – 23

Sedgwick County, KS

FIELD	ACRES	LOCATION	OWNER (LAST UPDATED)
	14.35	25S 1E – 23 APN: 026230140000100	STEVENS, C SUE (08/09/2019)



TERMS AND CONDITIONS

Thank you for participating in today's auction. The auction will be conducted by McCurdy Auction, LLC ("McCurdy") on behalf of the owner of the real estate (the "Seller"). The real estate offered for sale at auction (the "Real Estate") is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy.

1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and, in the event that Bidder is the successful bidder, the Contract for Purchase and Sale.
2. 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 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.
3. 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. 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.
4. 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.
5. The Real Estate is not offered contingent upon financing.
6. 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. 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.
7. Auction announcements take precedence over anything previously stated or printed, including these Terms and Conditions.
8. 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.
9. 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.

10. 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 signed 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.
11. 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. Once a bid has been acknowledged by the auctioneer, the bid cannot be retracted.
12. Bidder authorizes McCurdy to film, photograph, or otherwise record the voice or image of Bidder and any guests or minors accompanying Bidder at this auction and to use the films, photographs, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
13. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy no later than 5 p.m. on the business day prior to the auction by completing the Broker Registration Form, available on McCurdy's website.
14. 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.
15. 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 premises. 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 premises, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.
16. McCurdy reserves the right to establish all bidding increments.
17. 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.
18. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
19. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
20. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
21. 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.
22. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.

GUIDE TO AUCTION COSTS

WHAT TO EXPECT

THE SELLER CAN EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- Real Estate Commission (*If Applicable*)
- Advertising Costs
- Payoff of All Loans, Including Accrued Interest, Statement Fees, Reconveyance Fees and Any Prepayment Penalties
- Any Judgments, Tax Liens, etc. Against the Seller
- Recording Charges Required to Convey Clear Title
- Any Unpaid Taxes and Tax Proration for the Current Year
- Any Unpaid Homeowner's Association Dues
- Rent Deposits and Prorated Rents (*If Applicable*)

THE BUYER CAN GENERALLY EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- 10% Buyer's Premium (*If Applicable*)
- Document Preparation (*If Applicable*)
- Notary Fees (*If Applicable*)
- Recording Charges for All Documents in Buyer's Name
- Homeowner's Association Transfer / Setup Fee (*If Applicable*)
- All New Loan Charges (*If Obtaining Financing*)
- Lender's Title Policy Premiums (*If Obtaining Financing*)
- Homeowner's Insurance Premium for First Year
- All Prepaid Deposits for Taxes, Insurance, PMI, etc. (*If Applicable*)

