

# PROPERTY INFORMATION PACKET | *THE DETAILS*



**158.7 +/- Acres at SE 100 St & SE 120 Ave | Norwich, KS 67118**

**AUCTION: BIDDING OPENS: Tues, July 27<sup>th</sup> @ 2:00 PM**  
**BIDDING CLOSES: Thurs, August 12<sup>th</sup> @ 2:30 PM**

12041 E. 13th St. N., Wichita, KS, 67206  
316.867.3600 • 800.544.4489  
[www.McCurdyAuction.com](http://www.McCurdyAuction.com)



**McCurdy**  
AUCTION L.L.C.  
REAL ESTATE SPECIALISTS

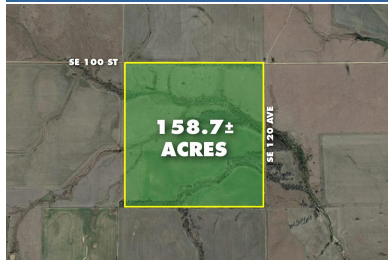


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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer 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 #** 599594  
**Class** Land  
**Property Type** Vacant Lot  
**County** Kingman  
**Area** KNG - Kingman County  
**Address** 158.7 +/- at SE 100 st & SE 120 Ave  
**Address 2**  
**City** Norwich  
**State** KS  
**Zip** 67118  
**Status** Active  
**Contingency Reason**  
**Asking Price** \$0  
**For Sale/Auction/For Rent** Auction  
**Associated Document Count** 3



## GENERAL

<b>List Agent - Agent Name and Phone</b>	RICK W BROCK - HOME: 316-683-0612	<b>List Date</b>	7/16/2021
<b>List Office - Office Name and Phone</b>	McCurdy Auction, LLC - OFF: 316-867-3600	<b>Expiration Date</b>	10/29/2021
<b>Co-List Agent - Agent Name and Phone</b>		<b>Realtor.com Y/N</b>	Yes
<b>Co-List Office - Office Name and Phone</b>		<b>Display on Public Websites</b>	Yes
<b>Showing Phone</b>	800-301-2055	<b>Display Address</b>	Yes
<b>Zoning Usage</b>	Agriculture	<b>VOW: Allow AVM</b>	Yes
<b>Parcel ID</b>	04813-9-30-0-00-00-001.00-0	<b>VOW: Allow 3rd Party Comm</b>	Yes
<b>Number of Acres</b>	158.70	<b>Sub-Agent Comm</b>	0
<b>Price Per Acre</b>	0.00	<b>Buyer-Broker Comm</b>	3
<b>Lot Size/SqFt</b>	158.7 Acre	<b>Transact Broker Comm</b>	3
<b>School District</b>	Kingman - Norwich School District (USD 331)	<b>Variable Comm</b>	Non-Variable
<b>Elementary School</b>	Kingman	<b>Virtual Tour Y/N</b>	
<b>Middle School</b>	Kingman	<b>Days On Market</b>	13
<b>High School</b>	Kingman	<b>Cumulative DOM</b>	13
<b>Subdivision</b>	NONE	<b>Cumulative DOMLS</b>	
<b>Legal</b>	S30, T29, R05W, ACRES 158.7, NE4, LESS R/W	<b>Input Date</b>	7/23/2021 10:37 AM
		<b>Update Date</b>	7/29/2021
		<b>Off Market Date</b>	
		<b>Status Date</b>	7/23/2021
		<b>HotSheet Date</b>	7/23/2021
		<b>Price Date</b>	7/23/2021

## DIRECTIONS

**Directions** (Norwich) - West on SE 130th St to SE 120 Ave, North to SE 100th St. Property on southwest corner.

## FEATURES

<b>SHAPE / LOCATION</b>	<b>ROAD FRONTAGE</b>	<b>FLOOD INSURANCE</b>	<b>AGENT TYPE</b>
Rectangular	Dirt	Unknown	Sellers Agent
Corner	<b>UTILITIES AVAILABLE</b>	<b>SALE OPTIONS</b>	<b>OWNERSHIP</b>
<b>TOPOGRAPHIC</b>	Other/See Remarks	Other/See Remarks	Individual
Level	<b>IMPROVEMENTS</b>	<b>PROPOSED FINANCING</b>	<b>TYPE OF LISTING</b>
Rough	None	Other/See Remarks	Excl Right w/o Reserve
Stream/River	<b>OUTBUILDINGS</b>	<b>POSSESSION</b>	<b>BUILDER OPTIONS</b>
Wooded	None	At Closing	Open Builder
<b>PRESENT USAGE</b>	<b>MISCELLANEOUS FEATURES</b>	<b>SHOWING INSTRUCTIONS</b>	
Hay (Various Types)	Water Access	Call Showing #	
Recreational	Other/See Remarks	<b>LOCKBOX</b>	
Tillable	<b>DOCUMENTS ON FILE</b>	None	
	Aerial Photos		

## FINANCIAL

<b>Assumable Y/N</b>	No
<b>General Taxes</b>	\$715.52
<b>General Tax Year</b>	2020
<b>Yearly Specials</b>	\$0.00
<b>Total Specials</b>	\$0.00
<b>HOA Y/N</b>	No
<b>Yearly HOA Dues</b>	
<b>HOA Initiation Fee</b>	

Earnest \$ Deposited With Unknown

## PUBLIC REMARKS

**Public Remarks** Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, July 27th, 2021 at 2:00 PM (cst) | BIDDING CLOSES: Thursday, August 12th, 2021 at 2:30 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!!! Here is what you have been looking for. The perfect hunter's paradise!!! Located just 40 minutes southwest of Wichita at the southwest corner of SE 100th St & SE 120 Ave near Norwich. Great recreational opportunities and potential building sites Sand Creek runs through the property Wildlife including deer, pheasant, mallard ducks, quail, wild turkey, bobcat Lot of trees and wooded areas Also offers pasture ground and approximately 60 acres of farm ground Currently being farmed with a 2/3, 1/3 sharecrop basis Owners 1/3 will pass to the buyer Less than 2 miles from blacktop By appointment and preview dates: Friday, August 6th from 3:00 PM to 5:30 PM Gator ATV will be available for full escorted tours around the property during the scheduled preview!!! Final bid amount will be rounded to 159 acres. 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 sales price of \$800,000. Crops planted at the time of the auction do not transfer with the property. \*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. 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 \$20,000

## AUCTION

Type of Auction Sale	Absolute	1 - Open for Preview
Method of Auction	Online Only	1 - Open/Preview Date
Auction Location	mccurdyauction.com	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	7/27/2021	2 - Open for Preview
Auction Start Time	2 PM	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	08/11/2021 @ 5 PM	2 - Open End Time
Buyer Premium Y/N	Yes	3 - Open for Preview
Premium Amount	0.10	3 - Open/Preview Date
Earnest Money Y/N	Yes	3 - Open Start Time
Earnest Amount %/\$	20,000.00	3 - Open End Time

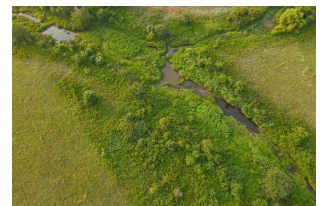
## TERMS OF SALE

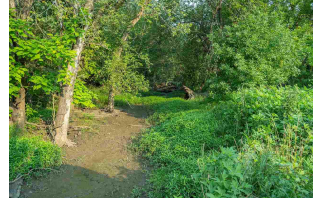
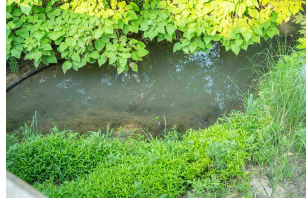
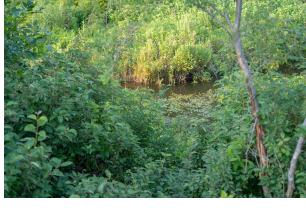
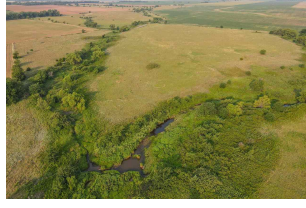
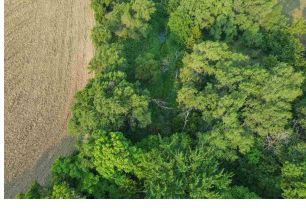
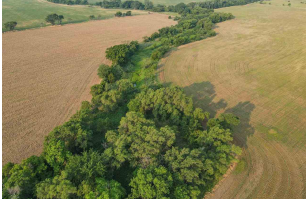
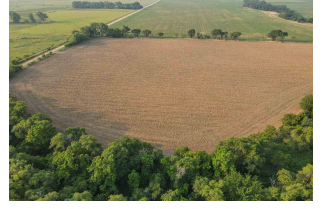
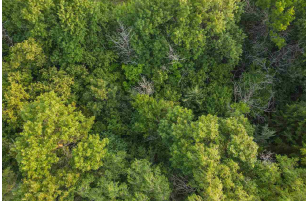
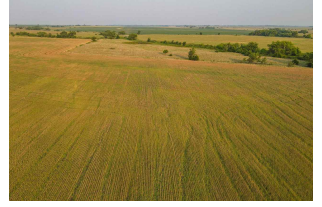
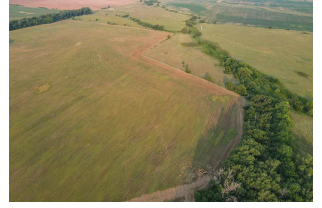
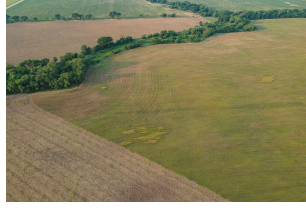
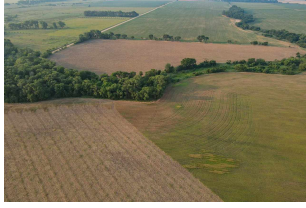
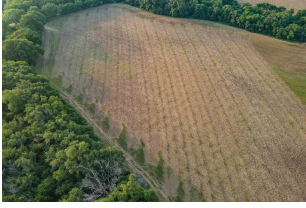
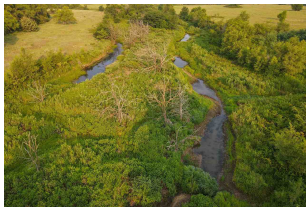
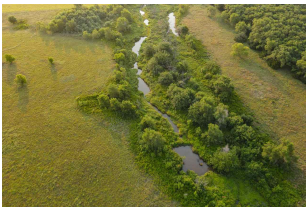
Terms of Sale

## 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**

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 2021 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

**SELLER'S PROPERTY DISCLOSURE STATEMENT - for Land Only**

(To be completed by Seller)

**This report supersedes any list appearing in the MLS**

1 **Property Address:** 158.7 +/- Acres At SE 100 St & SE 120 Ave - Norwich, KS 67118  
 2 **Seller:** Debra Ann Alderman Revocable Trust **Date of Purchase:** \_\_\_\_\_  
 3 **Property currently zoned as:** \_\_\_\_\_

4 **Message to the Seller:** This statement is a disclosure of the condition of the above described Property known by the SELLER on  
 5 the date that it is signed. It is not a warranty of any kind by the SELLER(S) or any real estate licensees involved in this transaction,  
 6 and should not be accepted as a substitute for any inspections or warranties the BUYER(S) may wish to obtain. If you know  
 7 something important about the Property that is not addressed on the Seller's Property Disclosure, add that information to the  
 8 form. Prospective Buyers may rely on the information you provide.

9 **Instructions:** (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible, (3) Attach all available  
 10 supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a  
 11 question, use the comment lines to explain.

12 **By signing below, you acknowledge that the failure to disclose known material information about the Property may result in liability.**

13 **Message to the Buyer:** Although Seller's Property Disclosure is designed to assist the SELLER in disclosing all known material  
 14 (important) facts about the Property, there are likely facts about the Property that the SELLER does not know. Therefore, it is  
 15 important that you take an active role in obtaining the information about the Property.

16 **Instructions:** (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any  
 17 incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the Seller's Property Disclosure. (5) Obtain  
 18 professional inspections of the Property. (6) Investigate the surrounding area.

19 **THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT INDEPENDENTLY VERIFIED BY THE BROKER(S) OR AGENTS(S).**

**PART I**

Indicate the condition of the following items by marking the appropriate box.  
 Check only one box for each item.

None  
Does Not Transfer  
Working  
Not Working  
Don't Know

**WATER SYSTEMS**

20 ☒ ☐ ☐ ☐ ☐  
 21 Well/Pump \_\_\_\_\_  
 22 Drinking \_\_\_\_\_ Irrigation \_\_\_\_\_  
 23 Location \_\_\_\_\_  
 24 Depth \_\_\_\_\_  
 25 Type \_\_\_\_\_  
 26 If on well water, has water ever shown test results of contamination? ☐ Yes ☐ No  
 27 Is the property connected to ☐ city ☐ rural water systems?  
 28 Rural Water Transfer? ☐ Yes ☐ No Transfer Fee \$ \_\_\_\_\_  
 29 ☒ ☐ ☐ ☐ ☐ Cistern \_\_\_\_\_  
 30 ☒ ☐ ☐ ☐ ☐ Other \_\_\_\_\_  
 31 Comments: \_\_\_\_\_  
 32 \_\_\_\_\_

**DRAINAGE/SEWAGE SYSTEMS**

33 ☒ ☐ ☐ ☐ ☐  
 34 Sewer Lines \_\_\_\_\_  
 35 Septic/Laterals \_\_\_\_\_  
 36 Lagoon \_\_\_\_\_  
 37 Tank Size \_\_\_\_\_ Location \_\_\_\_\_  
 38 # Feet of Laterals \_\_\_\_\_  
 39 ☒ ☐ ☐ ☐ ☐ Other \_\_\_\_\_  
 40 ☒ ☐ ☐ ☐ ☐ Other \_\_\_\_\_  
 41 Comments: \_\_\_\_\_  
 42 \_\_\_\_\_

Seller's Initials AK DA

Buyer's Initials \_\_\_\_\_

## PART II

Answer questions to the best of your (Seller's) knowledge.

## GAS/ELECTRIC

- 43 ☒ Yes ☒ No ☒ Don't Know  
 44 Is there a propane tank on the property?  
 If yes, Is it ☐ owned ☐ leased?  
 45 ☐ ☒ Is gas connected to property?  
 46 If not, distance to nearest source? \_\_\_\_\_  
 47 ☐ ☒ Is electricity connected to property?  
 48 If not, distance to nearest source? quarter of mile  
 49 ☐ ☒ To your knowledge, is there any additional costs to hook up utilities?  
 50 If yes, please explain: Contact Electrical Company.  
 51 in Wellington, KS.  
 52 Comments: \_\_\_\_\_  
 53 \_\_\_\_\_

## DRAINAGE/SEWAGE SYSTEMS

- 54 ☐ ☒ ☐ Is property connected to a public sewer system?  
 55 If yes, no explanation required.  
 56 ☐ ☒ ☐ Is there a septic tank/lagoon system serving this property?  
 57 If yes, when was it last serviced? Date \_\_\_\_\_  
 58 ☐ ☒ To your knowledge, is there any problems relating to the septic tank/cesspool/sewer system?  
 59 ☐ ☒ To your knowledge, is the property located in a federally designated flood plain or wetlands area?  
 60 ☐ ☒ Is the property located in a subdivision with a master drainage plan?  
 61 ☐ ☒ If so, is this property in compliance?  
 62 ☐ ☒ Has the property ever had a drainage problem during your ownership?  
 63 ☐ ☒ Do you currently pay flood insurance?  
 64 ☐ ☒ Other drainage/sewage systems and their conditions: \_\_\_\_\_  
 65 Comments: \_\_\_\_\_  
 66 \_\_\_\_\_

## BOUNDARIES/LAND

- 67 ☐ ☒ Have you had a survey of your property?  
 68 ☒ ☐ ☐ Are the boundaries of your property marked in any way?  
 69 ☒ ☐ ☐ Is there any fencing on the boundary(ies) of the property?  
 70 ☒ ☐ ☐ If yes, does the fencing belong to the property?  
 71 To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?  
 72 ☐ ☐ ☐ Are there any features of the property shared in common with adjoining landowners, such as walls, fences,  
 73 roads, driveways?  
 74 ☐ ☒ ☐ Is this property owner responsible for maintenance of any such shared feature?  
 75 ☐ ☒ ☐ Do you know of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability  
 76 problems that have occurred on the property or in the immediate neighborhood?  
 77 Comments: \_\_\_\_\_  
 78 \_\_\_\_\_

## HOMEOWNER'S ASSOCIATION

- 79 ☐ ☒ ☐ Is the property subject to rules or regulations of any homeowner's association?  
 80 Annual dues \$ \_\_\_\_\_ Initiation Fee \$ \_\_\_\_\_  
 81 ☐ ☒ To your knowledge, are there any problem relating to any common area?  
 82 ☐ ☒ Have you been notified of any condition which may result in an increase in assessments?  
 83 Comments: \_\_\_\_\_  
 84 \_\_\_\_\_  
 85 \_\_\_\_\_

Seller's Initials CK DA

Buyer's Initials \_\_\_\_\_

## PART II - Continued

Answer questions to the best of your (Seller's) knowledge.

Yes No Don't Know

## ENVIRONMENTAL CONDITIONS

To your knowledge, are any of the following substances, materials, or products present on the real property?

- ☐ ☒ ☐  
 Asbestos  
☐ ☒ ☐  
 Contaminated soil or water (including drinking water)  
☐ ☒ ☐  
 Landfill or buried materials  
☐ ☒ ☐  
 Methane gas  
☐ ☒ ☐  
 Oil sheers in wet areas  
☐ ☒ ☐  
 Radioactive material  
☐ ☒ ☐  
 Toxic material disposal (e.g., solvents, chemicals, etc.)  
☐ ☒ ☐  
 Underground fuel or chemical storage tanks  
☐ ☒ ☐  
 EMFs (Electro Magnetic Fields)  
☐ ☒ ☐  
 Gas or oil wells in area  
☐ ☒ ☐  
 Other

To your knowledge, are any of the above conditions present near your property?

Comments: \_\_\_\_\_

## MISCELLANEOUS

To your knowledge:

- ☐ ☒  
 Are there any gas/oil wells on the property or adjacent property?  
☐ ☒  
 Is the present use of the property a non-conforming use?  
☐ ☒  
 Are there any violations of local, state or federal government laws or regulations relating to this property?  
☐ ☒  
 Is there any existing or threatened legal or regulatory action affecting this property?  
☐ ☒  
 Are there any current special assessments or do you have knowledge of any future assessments?  
☐ ☒  
 Are there any proposed or pending zoning changes on this or adjacent property?  
☐ ☒  
 Are any local, state, or federal agencies requiring repairs, alterations or corrections of any existing conditions?  
☐ ☒  
 Are there any diseased or dead trees or shrubs?  
☐ ☒  
 Is the property located in an area where public authorities have or are contemplating condemnation proceedings?  
☐ ☒  
 Are there any facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property? If yes, please explain below.

Comments: \_\_\_\_\_

Seller Owns:

☒ ☐

Mineral Rights:

100 % pass with the land to the Buyer \_\_\_\_\_ % remain with the Seller  
 \_\_\_\_\_ % are owned by third party \_\_\_\_\_ unknown

☐ ☒

Are there any oil, gas, or wind leases of record or Other? Please explain: \_\_\_\_\_

☐ ☐

Crops planted at the time of sale:

\_\_\_\_\_ pass with the land to the Buyer \_\_\_\_\_ remain with the Seller  
X none \_\_\_\_\_ negotiable  
 \_\_\_\_\_ Other (please describe): \_\_\_\_\_

Tenant's rights apply to the subject property with lease or shares as follows: The Tenant

will get 2/3 of Crop to be planted and Buyer  
gets 1/3 crop to expire in 2022.

Water Rights:

X pass with the land to the Buyer - Permit # N/A  
 \_\_\_\_\_ remain with the Seller - Permit # \_\_\_\_\_  
 \_\_\_\_\_ have been terminated

Comments: \_\_\_\_\_

Seller's Initials GK DA

Buyer's Initials \_\_\_\_\_

**SELLER'S ACKNOWLEDGMENT**

138 Seller acknowledges that: the information contained in this disclosure is accurate, true and complete to the best of Seller's  
 139 knowledge, information and belief; Seller has provided all the information contained in this Seller's Property Disclosure; and that  
 140 the Broker/Realtor® has not prepared, nor assisted in the preparation of this Disclosure. Seller hereby indemnifies, holds harmless  
 141 and releases all Brokers/Realtors® involved in the sale of the property from all liability, claims, loss, cost, or damage in connection  
 142 with the information contained in this Disclosure. Seller hereby authorizes the listing broker to provide copies of this Disclosure  
 143 to other real estate brokers and agents and prospective buyers of the property.

144 Gordon Kaufman 7-16-2021 Nebraska Aldermen Trustee 7-16-2021  
 145 Seller Date Seller Date

**OR**

146 Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by Seller.  
 147 I have not occupied this property in \_\_\_\_\_ years and am not familiar with all conditions represented in this form.

148 \_\_\_\_\_  
 149 Seller Date Seller Date

**BUYER'S ACKNOWLEDGMENT AND AGREEMENT**

- 151 1. I personally have carefully inspected the property. I will rely upon the inspections encouraged under my contract with Seller.  
 152 Subject to any inspections, I agree to purchase the property in its present condition without representations or guarantees of  
 153 any kind by the Seller or any REALTOR® concerning the condition or value of the property.
- 154 2. I agree to verify any of the above information that is important to me by an independent investigation of my own. I have been  
 155 advised to have the property examined by professional inspectors.
- 156 3. I acknowledge that neither Seller nor any REALTOR® involved in this transaction is an expert at detecting or repairing physical  
 157 defects in the property. I state that no important representations concerning the condition of the property are being relied  
 158 upon by me except as disclosed above or as fully set forth as follows: \_\_\_\_\_  
 159 \_\_\_\_\_
- 160 4. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes  
 161 after April 14, 1994, to register with the sheriff of the county in which they reside. I have been advised that if I desire  
 162 information regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI)  
 163 at <http://www.kansas.gov/kbi> or by contacting the local sheriff's office.
- 164 5. I acknowledge that McConnell Air Force Base is located within Sedgwick County and is an operational military Air Force base  
 165 that is open 24 hours a day and activity at that base may generate noise. The volume, pitch, amount and frequency of noise  
 166 may be affected by future changes in McConnell Air Force Base activity. I have been informed that if I desire information  
 167 regarding potential for noise caused by the aircraft operations associated with McConnell Air Force Base and its operations, I  
 168 may find information by contacting the Metropolitan Area Planning Department.

169 \_\_\_\_\_  
 170 Buyer Date Buyer Date

This form is approved by legal counsel for the REALTORS® of South Central Kansas exclusively for use by members of the REALTORS® of South Central Kansas and other authorized REALTORS®. No warranty is made or implied as to the legal validity or adequacy of this form or that its use is appropriate for all situations. Copyright 2018.

Seller's Initials GK DA

Buyer's Initials \_\_\_\_\_



## WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 158.7 +/- Acres At SE 100 St & SE 120 Ave - Norwich, KS 67118

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: \_\_\_\_\_

Authentisign  
*Debra Alderman, Trustee*

07/16/2021

7/16/2021 9:32:18 AM CDT  
Authentisign

Date

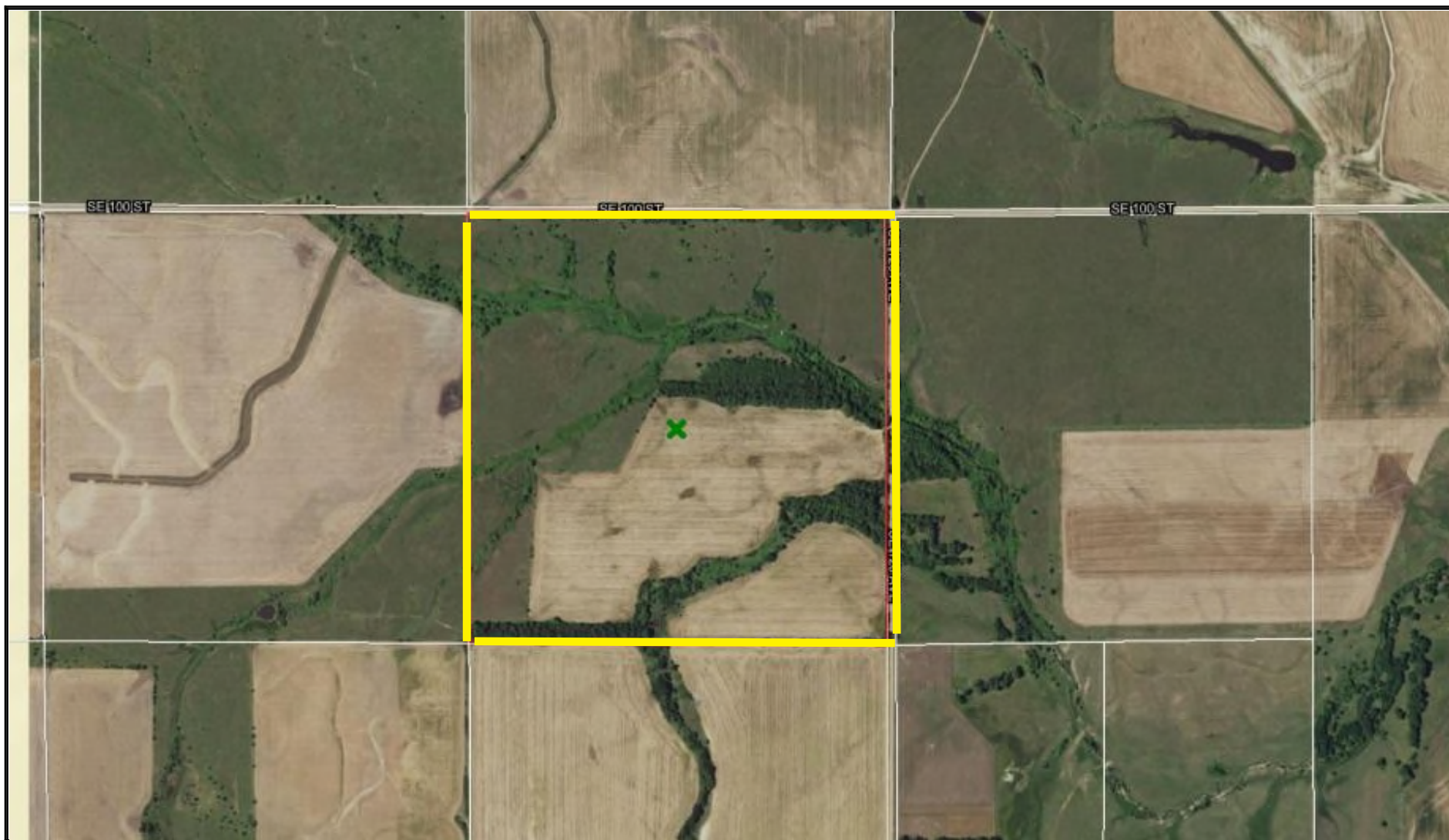
*Gordon Kaufman*

07/16/2021

7/16/2021 10:14:45 AM CDT  
Owne

Date

**158.7 +/- Acres at SE 100 St & SE 120 Ave, Norwich, KS 67118 - Zoning: Agricultural**

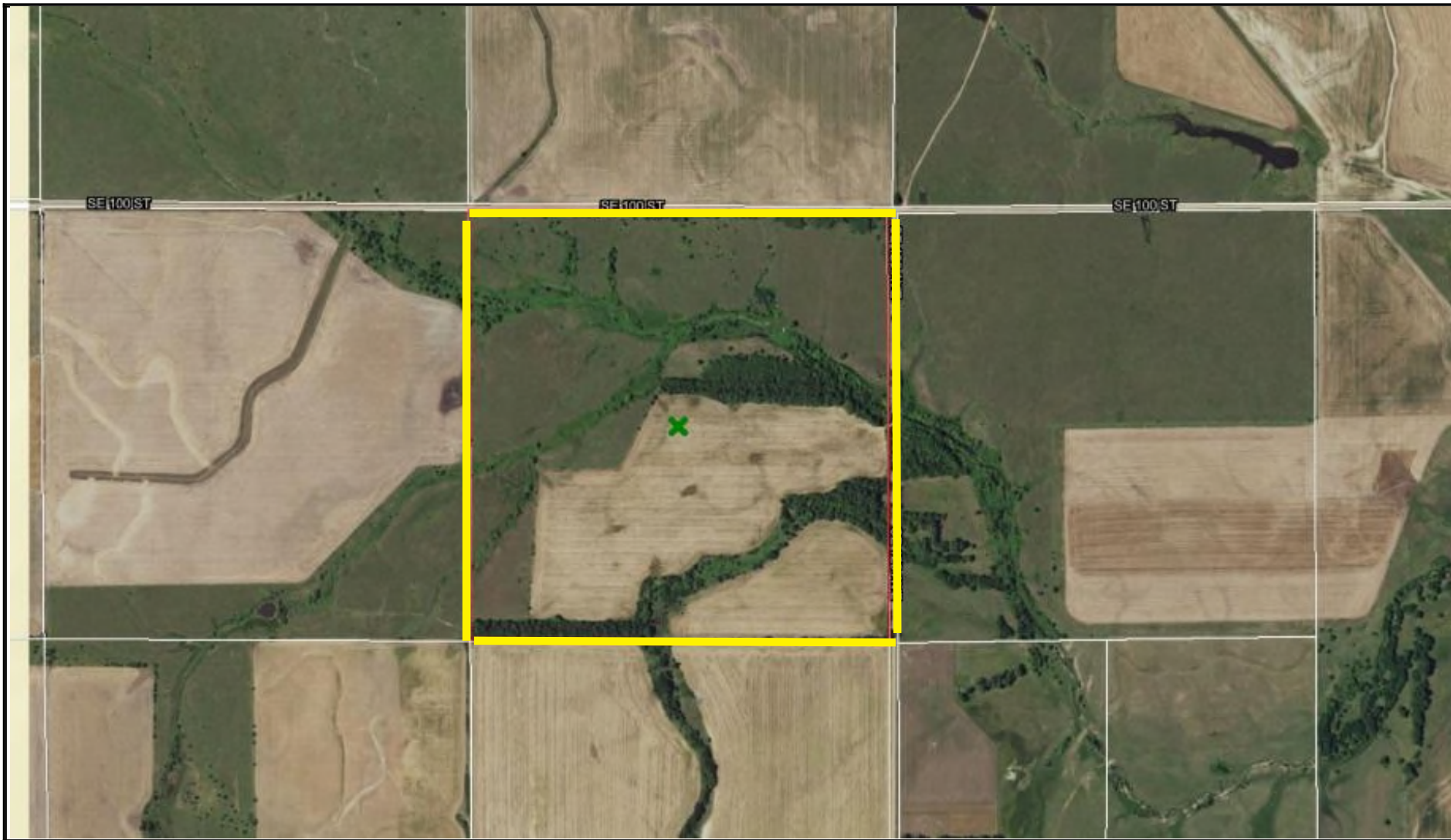


7/13/2021

**158.7 +/- Acres at SE 100 St & SE 120 Ave, Norwich, KS 67118**  
Flood Zone - No Digital Data Available




**158.7 +/- Acres at SE 100 St & SE 120 Ave, Norwich, KS 67118 - Aerial**



7/13/2021



 Boundary

|  Boundary 158.8 ac









SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
5856	Albion sandy loam, 6 to 15 percent slopes	5.2	3.25	6e
5740	Dillwyn-Plevna complex, occasionally flooded	2.0	1.23	4w
5324	Kaski loam, occasionally flooded	12.4	7.79	2w
5956	Shellabarger sandy loam, 1 to 3 percent slopes	139.3	87.73	2e
TOTALS		158.8	100%	2.15

## Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

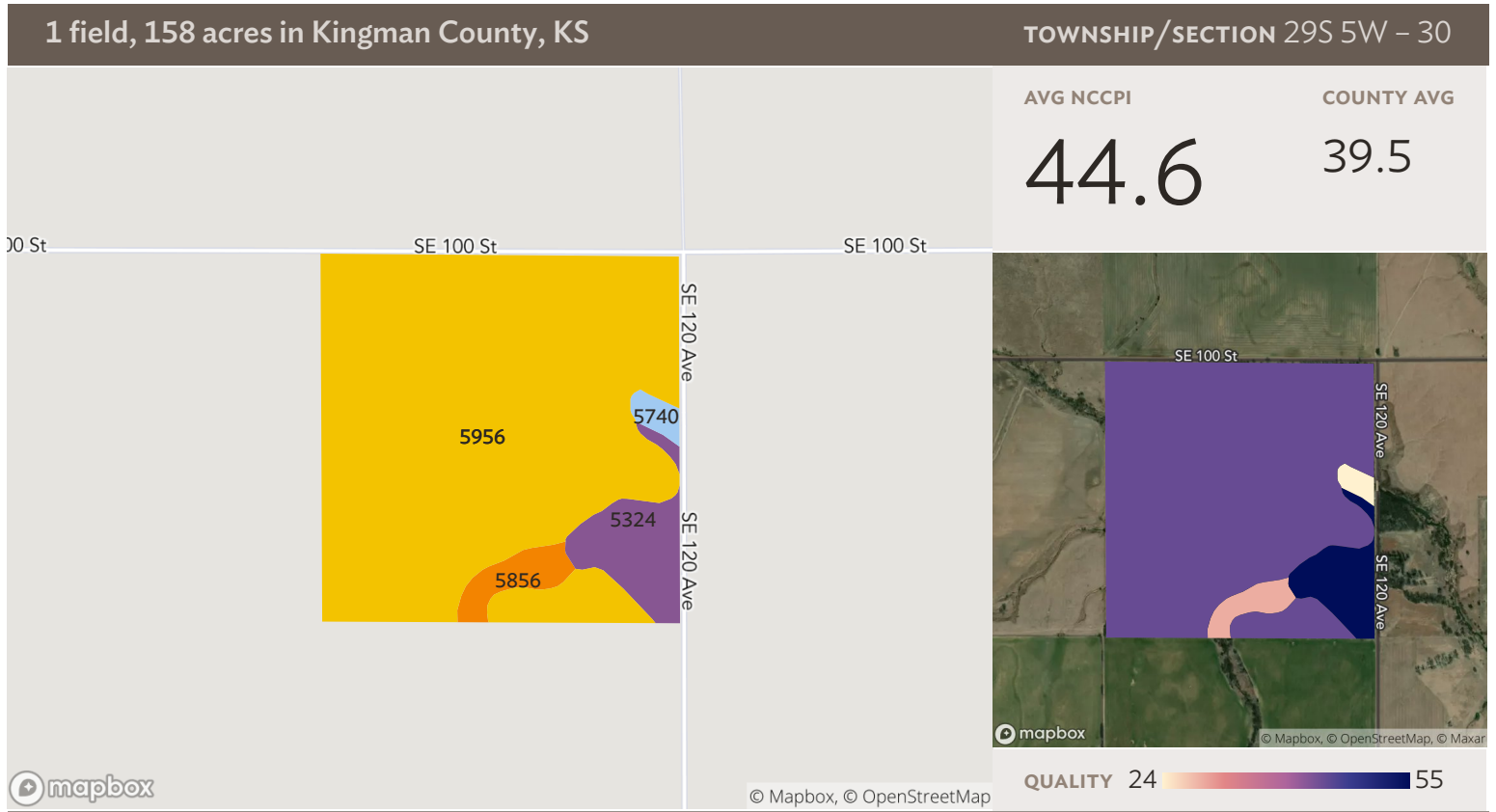
Land, Capability

								
	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









## All fields

Source: NRCS Soil Survey

158 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
■ 5956	Shellabarger sandy loam, 1 to 3 percent slopes	138.98	87.7%	2	44.3
■ 5324	Kaski loam, occasionally flooded	12.34	7.8%	2	59.1
■ 5856	Albion sandy loam, 6 to 15 percent slopes	5.16	3.3%	6	28.9
■ 5740	Dillwyn-Plevna complex, occasionally flooded	1.95	1.2%	4	19.3
<b>158.43</b>					<b>44.6</b>

1 field, 158 acres in Kingman County, KS		TOWNSHIP/SECTION 29S 5W – 30				
	All fields					
	158 ac	2019	2018	2017	2016	2015
	<div><div></div> Grass/Pasture</div>	52.7%	55.6%	54.8%	56.8%	57.2%
	<div><div></div> Winter Wheat</div>	35.0%	32.7%	34.3%	33.6%	33.5%
	<div><div></div> Forest</div>	9.1%	8.2%	8.7%	6.3%	7.1%
	<div><div></div> Other</div>	3.2%	3.5%	2.1%	3.3%	2.2%

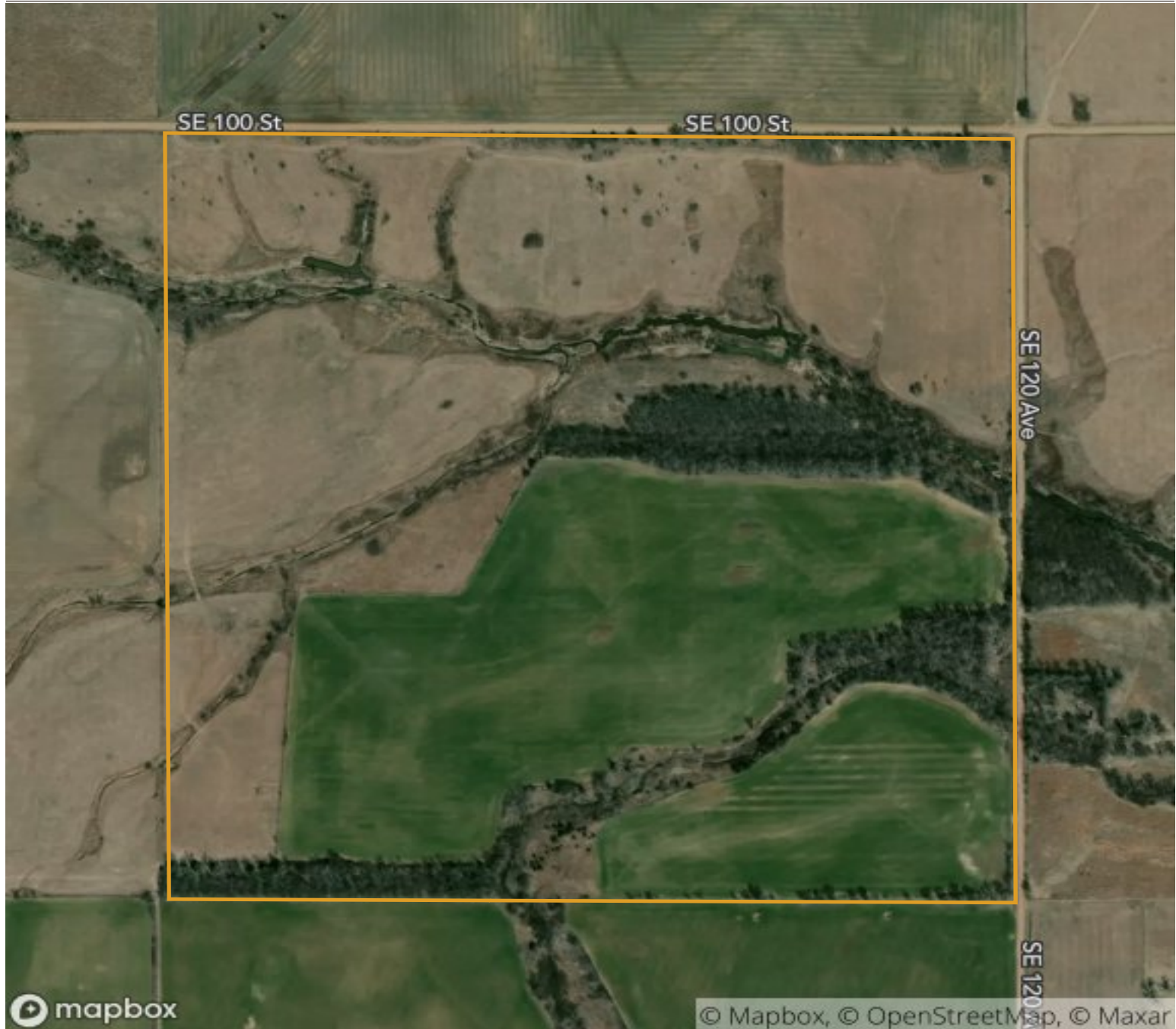
Source: NASS Cropland Data Layer

1 field, 158 acres in Kingman County, KS

TOWNSHIP/SECTION 29S 5W – 30

## Kingman County, KS

FIELD	ACRES	LOCATION	OWNER (LAST UPDATED)	OWNER ADDRESS
	158.43	29S 5W – 30 APN: 1393000000001000	ALDERMAN, DEBRA ANN; KAUFMAN, GORDON E (08/10/2019)	12059 LAZIO LN, ORLANDO, FL 32827



FSA - 578 (Producer Print)

PROGRAM YEAR: 2021

Producer Name and Address  
DEBRA A ALDERMAN-DEB ALDERMAN REV TR  
12059 LAZIO LN  
ORLANDO, FL 32827-7149

REPORT OF COMMODITIES  
FARM AND TRACT DETAIL LISTING

DATE: 07/20/2021  
PAGE: 1

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a – as amended). The authority for requesting the information identified on this form is 7 CFR Part 718, the Farm Security and Rural Investment Act of 2002 (Pub L. 107-171), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to collect producer certification of the report of acreage of crops/commodities and land use data which is needed in order to determine producer eligibility to participate in and receive benefits under FSA programs. The information collected on the form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated) and USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial of the producer's request to participate in and receive benefits under FSA programs.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0175. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate, or any other aspect of this collection of information, including suggestions for reducing this burden, to the Department of Agriculture, Clearance Officer, Ag Box 7630, Washington, D.C. 20250; and to the office of Management and Budget, Paperwork Reduction Project (OMB No. 0560-0175), Washington, D.C. 20503. RETURN THIS COMPLETED FORM TO YOUR FSA COUNTY OFFICE.

Farm	Tract	CLU/ Field	Crop/ Comm	Var/ Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Planting Date	P/P	End Date	Producer Share	Producer Name	FSA Physical Location	NAP Unit	Signature Date	Field ID
6018	414	1	WHEAT	HRW	GR		N	C	N	I	A	74.23		Yes	10/23/20	01		83.33 16.67	GORDON KAUFMAN DEBRA A ALDERMAN- DEB ALDERMAN REV TR	Kingman, Kansas	2909	11/20/20	
		2	WHEAT	HRW	GR		N	C	N	I	A	2.59		Yes	10/23/20	01		83.33 16.67	GORDON KAUFMAN DEBRA A ALDERMAN- DEB ALDERMAN REV TR	Kingman, Kansas	2909	11/20/20	
Photo Number/Legal Description: NW4SW4,SW4NW4 7-29-6												Farmland: 76.82	Cropland: 76.82	Reported on Cropland: 76.82		Difference: 0.00		Reported on Non-Cropland: 0.00					

Planting Period	Crop/ Commodity	Var/ Type	Irrigation Practice	Int Use	Rpt Unit	Reported Quantity	Determined Quantity	Prevented Reported Quantity	Prevented Determined Quantity	Experimental Reported Quantity	Experimental Determined Quantity	Volunteer Reported Quantity	Volunteer Determined Quantity	N/A Reported Quantity	N/A Determined Quantity
01	WHEAT	HRW	N	GR	A	76.82									

Farm	Tract	CLU/ Field	Crop/ Comm	Var/ Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Planting Date	P/P	End Date	Producer Share	Producer Name	FSA Physical Location	NAP Unit	Signature Date	Field ID
8293	12641	1	WHEAT	HRW	GR		N	C	N	I	A	42.69		Yes	10/1/20	01		16.67 16.66	GORDON KAUFMAN DEBRA A ALDERMAN- DEB ALDERMAN REV TR	Kingman, Kansas	5009	12/17/20	
		2	WHEAT	HRW	GR		N	C	N	I	A	15.72		Yes	10/1/20	01		66.67 16.67 16.66	SHELDON E WRIGHT GORDON KAUFMAN DEBRA A ALDERMAN- DEB ALDERMAN REV TR	Kingman, Kansas	5009	12/17/20	
																		66.67	SHELDON E WRIGHT				

FSA - 578 (Producer Print)

PROGRAM YEAR: 2021

Producer Name and Address  
DEBRA A ALDERMAN-DEB ALDERMAN REV TR  
12059 LAZIO LN  
ORLANDO, FL 32827-7149

REPORT OF COMMODITIES

FARM AND TRACT DETAIL LISTING

DATE: 07/20/2021

PAGE: 2

Farm	Tract	CLU/ Field	Crop/ Comm	Var/ Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Crop Qty Land	Planting Date	P/P	End Date	Producer Share	Producer Name	FSA Physical Location	NAP Unit	Signature Date	Field ID
8293	12641	3A	GRASS	NAG	FG		N	C	N	I	A	80.00	No		01	CC	50.00 50.00	GORDON KAUFMAN DEBRA A ALDERMAN- DEB ALDERMAN REV TR	Kingman, Kansas	4110	12/17/20	
Photo Number/Legal Description: NE4 30-29-5												Farmland: 158.97	Cropland: 58.41	Reported on Cropland: 58.41		Difference: 0.00		Reported on Non-Cropland: 80.00				

Planting Period	Crop/ Commodity	Var/ Type	Irrigation Practice	Int Use	Rpt Unit	Reported Quantity	Determined Quantity	Prevented Reported Quantity	Prevented Determined Quantity	Experimental Reported Quantity	Experimental Determined Quantity	Volunteer Reported Quantity	Volunteer Determined Quantity	N/A Reported Quantity	N/A Determined Quantity
01	GRASS	NAG	N	FG	A	80.00									
01	WHEAT	HRW	N	GR	A	58.41									

Farm	Tract	CLU/ Field	Crop/ Comm	Var/ Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Crop Qty Land	Planting Date	P/P	End Date	Producer Share	Producer Name	FSA Physical Location	NAP Unit	Signature Date	Field ID
9147	1666	2	WHEAT	HRW	GR		N	C	N	I	A	24.38	Yes	10/20/20	01		66.67 33.33	GORDON KAUFMAN DEBRA A ALDERMAN- DEB ALDERMAN REV TR	Kingman, Kansas	2909	11/20/20	
		3	IDLE				N	C	N	I	A	2.26	Yes		01		66.67 33.33	GORDON KAUFMAN DEBRA A ALDERMAN- DEB ALDERMAN REV TR	Kingman, Kansas	2909	11/20/20	
		4	WHEAT	HRW	GR		N	C	N	I	A	19.64	Yes	10/19/20	01		66.67 33.33	GORDON KAUFMAN DEBRA A ALDERMAN- DEB ALDERMAN REV TR	Kingman, Kansas	2909	11/20/20	
		5	WHEAT	HRW	GR		N	C	N	I	A	32.86	Yes	10/19/20	01		66.67 33.33	GORDON KAUFMAN DEBRA A ALDERMAN- DEB ALDERMAN REV TR	Kingman, Kansas	2909	11/20/20	
		6	GRASS	NAG	GZ		N	C	N	I	A	23.93	No		01	CC	100.00	DEBRA A ALDERMAN- DEB ALDERMAN REV TR	Kingman, Kansas	2972	11/7/17	
Photo Number/Legal Description: M7&8 W2SE4 1; N2NE4 12-29-7												Farmland: 154.00	Cropland: 79.14	Reported on Cropland: 79.14		Difference: 0.00		Reported on Non-Cropland: 23.93				

9147	13090	2	WHEAT	HRW	GR		N	C	N	I	A	37.09	Yes	10/20/20	01		66.67 33.33	GORDON KAUFMAN DEBRA A ALDERMAN- DEB ALDERMAN REV TR	Kingman, Kansas	2909	11/20/20	
Photo Number/Legal Description: N2SE4 7-29-6 no of rr												Farmland: 37.26	Cropland: 37.09	Reported on Cropland: 37.09		Difference: 0.00		Reported on Non-Cropland: 0.00				



REPORT OF COMMODITIES

FARM AND TRACT DETAIL LISTING

CERTIFICATION: I certify to the best of my knowledge and belief that the acreage of crops/commodities and land uses listed herein are true and correct and that all required crops/commodities and land uses have been reported for the farm(s) as applicable. Absent any different or contrary prior subsequent certification filed by any producer for any crop for which NAP coverage has been purchased, I certify that the applicable crop, type, practice, and intended use is not planted if it is not included on the Report of Commodities for this crop year. The signing of this form gives FSA representatives authorization to enter and inspect crops/commodities and land uses on the above identified land. A signature date (the date the producer signs the FSA-578) will also be captured.

Producer's Signature (By)	Date
---------------------------	------

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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

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

Kansas  
Kingman

U.S. Department of Agriculture  
Farm Service Agency

**FARM: 8293**  
**Prepared:** 7/20/21 4:18 PM  
**Crop Year:** 2021

Report ID: FSA-156EZ

**Abbreviated 156 Farm Record**

Page: 1 of 2

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Operator Name	Farm Identifier	Recon Number
WRIGHT, SHELDON EDWARD		2017 - 127

**Farms Associated with Operator:**  
8294

**ARC/PLC G//F Eligibility:** Eligible

**CRP Contract Number(s):** None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
158.97	58.41	58.41	0.0	0.0	0.0	0.0	0.0	Active	1

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP
0.0	0.0	58.41	0.0	0.0

ARC/PLC					
PLC	ARC-CO	ARC-IC	PLC-Default	ARC-CO-Default	ARC-IC-Default
NONE	WHEAT, OATS	NONE	NONE	NONE	NONE

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction	HIP
WHEAT	55.27	28	0.00	0
OATS	1.23	39	0.00	
<b>Total Base Acres:</b>	56.5			

**Tract Number:** 12641      **Description** NE4 30-29-5

**FSA Physical Location :** Kingman, KS      **ANSI Physical Location:** Kingman, KS

**BIA Range Unit Number:**

**HEL Status:** NHEL: no agricultural commodity planted on undetermined fields      **Recon Number**

**Wetland Status:** Wetland determinations not complete      2017 - 126

**WL Violations:** None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
158.97	58.41	58.41	0.0	0.0	0.0	0.0	0.0

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP
0.0	0.0	58.41	0.0	0.0

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	55.27	28	0.00
OATS	1.23	39	0.00
<b>Total Base Acres:</b>	56.5		

**Owners:** KAUFMAN, GORDON

ALDERMAN, DEBRA-DEB ALDERMAN R A

Kansas  
Kingman

U.S. Department of Agriculture  
Farm Service Agency

**FARM: 8293**  
**Prepared:** 7/20/21 4:18 PM  
**Crop Year:** 2021  
**Page:** 2 of 2

Report ID: FSA-156EZ

**Abbreviated 156 Farm Record**

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

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**Other Producers:** None

---



## 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 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.
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. Contracts will be written in the name used to create the online bidding account unless other arrangements are made with McCurdy prior to the auction.
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 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.
12. Bidder authorizes McCurdy to 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 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.
16. McCurdy has the right to establish all bidding increments in a commercially reasonable manner.
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.
23. 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 [info@mccurdyauction.com](mailto:info@mccurdyauction.com).
24. Bids submitted using the online bidding platform cannot be retracted. 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.
25. 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.
26. 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 extend the scheduled closing time of the auction.
27. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set out in paragraph 6 of these Terms and Conditions by 12:00 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.
28. 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.

# 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*)

