

PROPERTY INFORMATION PACKET | **THE DETAILS**



79.2 +/- Acres at 32nd Rd & 201st Rd | Atlanta, KS 67008

AUCTION: BIDDING OPENS: Tues, Nov 23rd @ 2:00 PM

BIDDING CLOSES: Thurs, Dec 9th 2:05 PM

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



McCurdy
AUCTION
REAL ESTATE SPECIALISTS



Table of Contents

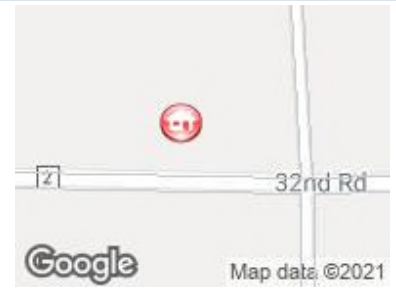
PROPERTY DETAIL PAGE
SELLER'S PROPERTY DISCLOSURE
WATER WELL ORDINANCE
SECURITY 1 ST TITLE WIRE FRAUD ALERT
ZONING MAP
FLOOD ZONE MAP
AERIAL MAP
ACRE VALUE MAPS
SOIL MAP
WATER FEATURE MAP
FSA RECORDS
TERMS AND CONDITIONS
GUIDE TO AUCTION COSTS

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



MLS # 604880
Class Land
Property Type Undeveloped Acreage
County Cowley
Area OUT - Out of Area
Address 79.2 +/- Acres At 32nd Rd. And 201st Rd
Address 2
City Atlanta
State KS
Zip 67008
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 3



GENERAL

List Agent - Agent Name and Phone	RICK W BROCK - HOME: 316-683-0612	List Date	11/9/2021
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-867-3600	Realtor.com Y/N	Yes
Co-List Agent - Agent Name and Phone		Display on Public Websites	Yes
Co-List Office - Office Name and Phone		Display Address	Yes
Showing Phone	800-301-2055	VOW: Allow AVM	Yes
Zoning Usage	Agriculture	VOW: Allow 3rd Party Comm	Yes
Parcel ID	01803-4-14-0-00-00-006.00-0	Sub-Agent Comm	0
Number of Acres	79.20	Buyer-Broker Comm	3
Price Per Acre	0.00	Transact Broker Comm	3
Lot Size/SqFt	3449952	Variable Comm	Non-Variable
School District	Central School District (USD 462)	Virtual Tour Y/N	
Elementary School	Central	Days On Market	27
Middle School	Central	Cumulative DOM	27
High School	Central	Cumulative DOMLS	
Subdivision	NONE	Input Date	11/19/2021 1:47 PM
Legal	S17 , T30 , R06 , ACRES 79.2 , E1/2SE1/4,LESS ROW	Update Date	12/6/2021
		Off Market Date	
		Status Date	11/19/2021
		HotSheet Date	11/19/2021
		Price Date	11/19/2021

DIRECTIONS

Directions (Atlanta) The Northwest corner of 32nd Rd. & 201st Rd.

FEATURES

SHAPE / LOCATION	UTILITIES AVAILABLE	FLOOD INSURANCE	AGENT TYPE
Rectangular	Other/See Remarks	Unknown	Sellers Agent
TOPOGRAPHIC	IMPROVEMENTS	SALE OPTIONS	OWNERSHIP
Level	Fencing	Other/See Remarks	Trust
Stream/River	OUTBUILDINGS	PROPOSED FINANCING	TYPE OF LISTING
Wooded	Grain Bin	Other/See Remarks	Excl Right w/o Reserve
PRESENT USAGE	Hay Barn	POSSESSION	BUILDER OPTIONS
Pasture	MISCELLANEOUS FEATURES	At Closing	Open Builder
ROAD FRONTAGE	Other/See Remarks	SHOWING INSTRUCTIONS	
Dirt	DOCUMENTS ON FILE	Call Showing #	
County	Aerial Photos	LOCKBOX	
		None	

FINANCIAL

Assumable Y/N	No
General Taxes	\$342.24
General Tax Year	0
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Security 1st Title

MARKETING REMARKS

Marketing Remarks This property is offered by Rick Brock with McCurdy Auction, LLC. Office: 316-867-3600 Email: rbrock@mccurdyauction.com. Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | BIDDING OPENS: Tuesday, November 23rd, 2021 at 2:00 PM (cst) | BIDDING CLOSES: Thursday, December 9th, 2021 at 2:05 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!!! 79.2 +/- rolling acres of native and tame grasses located west of Atlanta, KS on the NW corner of 32nd and 201st. Quality pasture/hay ground featuring a pond, wooded draw, paved frontage, open-sided implement shed, and a hay/livestock barn. Don't miss this great opportunity to purchase and invest in Cowley County land. Paved blacktop on 32nd Rd. Corner lot Native and tame grasses Pond and wooded draw Hay/livestock barn Open-sided implement shed 1 mile west of Atlanta Less than one hour from Wichita Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | BIDDING OPENS: Tuesday, November 23rd, 2021 at 2:00 PM (cst) | BIDDING CLOSES: Thursday, December 9th, 2021 at 2:05 PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. There is a rural water meter on the property that can transfer with sale for a \$40 transfer fee. 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. For the purposes of calculating the total sales price, the acreage will be rounded to the nearest whole acre. For example, a parcel with 158.7 acres would be offered as 159 acres *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 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	11/23/2021	2 - Open for Preview
Auction Start Time	2 PM	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	12/08/2021 @ 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

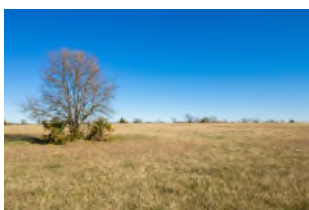
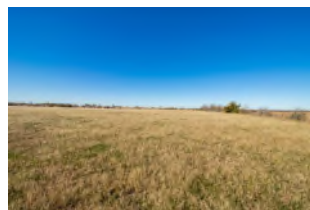
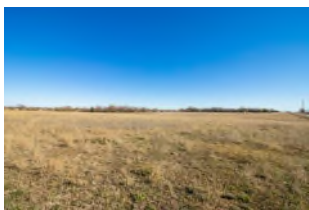
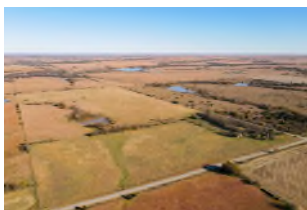
PERSONAL PROPERTY

Personal Property

SOLD

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

ADDITIONAL PICTURES





DISCLAIMER

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:** 32nd Road and 201st Rd Atlanta, KS
2 **Seller:** _____ **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 JH13

Buyer's Initials _____

PART II

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

Yes No Don't Know

GAS/ELECTRIC

- 43 ☐ ☒ Is there a propane tank on the property?
44 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? _____
49 ☐ ☒ To your knowledge, is there any additional costs to hook up utilities?
50 If yes, please explain: _____
51 _____
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, roads, driveways?
73
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 problems that have occurred on the property or in the immediate neighborhood?
76
77 Comments: _____
78 _____

HOMEOWNER'S ASSOCIATION

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

Seller's Initials JH/3

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?

- | | | | |
|----|--------------------------|-------------------------------------|--|
| 86 | | | |
| 87 | | | |
| 88 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Asbestos |
| 89 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contaminated soil or water (including drinking water) |
| 90 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Landfill or buried materials |
| 91 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Methane gas |
| 92 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Oil sheers in wet areas |
| 93 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Radioactive material |
| 94 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Toxic material disposal (e.g., solvents, chemicals, etc.) |
| 95 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Underground fuel or chemical storage tanks |
| 96 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | EMFs (Electro Magnetic Fields) |
| 97 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Gas or oil wells in area |
| 98 | <input type="checkbox"/> | <input type="checkbox"/> | Other |
| 99 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | To your knowledge, are any of the above conditions present near your property? |

Comments: _____

MISCELLANEOUS

To your knowledge:

- | | | | |
|-----|--------------------------|-------------------------------------|---|
| 102 | | | |
| 103 | | | |
| 104 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are there any gas/oil wells on the property or adjacent property? |
| 105 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Is the present use of the property a non-conforming use? |
| 106 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are there any violations of local, state or federal government laws or regulations relating to this property? |
| 107 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Is there any existing or threatened legal or regulatory action affecting this property? |
| 108 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are there any current special assessments or do you have knowledge of any future assessments? |
| 109 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are there any proposed or pending zoning changes on this or adjacent property? |
| 110 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are any local, state, or federal agencies requiring repairs, alterations or corrections of any existing conditions? |
| 111 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are there any diseased or dead trees or shrubs? |
| 112 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Is the property located in an area where public authorities have or are contemplating condemnation proceedings? |
| 113 | | | |
| 114 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 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
 _____ none _____ negotiable
 _____ Other (please describe): _____

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

Water Rights:

_____ pass with the land to the Buyer - Permit # _____
 _____ remain with the Seller - Permit # _____
 _____ have been terminated

Comments: _____

Seller's Initials JHB

Buyer's Initials _____

SELLER'S ACKNOWLEDGMENT

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

Joe Bellin POA 11-9-21
Seller _____ Date _____ Seller _____ Date _____

OR

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. I have not occupied this property in 0 years and am not familiar with all conditions represented in this form.

Joe Bellin POA 11-9-21
Seller _____ Date _____ Seller _____ Date _____

BUYER'S ACKNOWLEDGMENT AND AGREEMENT

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

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 JMB

Buyer's Initials _____



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 79.2 +/- Acres At 32nd Rd. & 201st Rd. - Atlanta, KS 67215

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: _____



Owner

11/08/2021

Date

Owner

Date

Security 1st Title

File #:

Property Address:

Rd.

79.2 +/- Acres At 32nd Rd. & 201st
Atlanta, KS 67215

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

Authentisign
Joseph Bilheimer, Trustee

11/08/2021

For more information on wire-fraud scams or to report an incident, please refer to the following links
Federal Bureau of Investigation Internet Crime Complaint Center:

COWLEY COUNTY

GIS Web Map



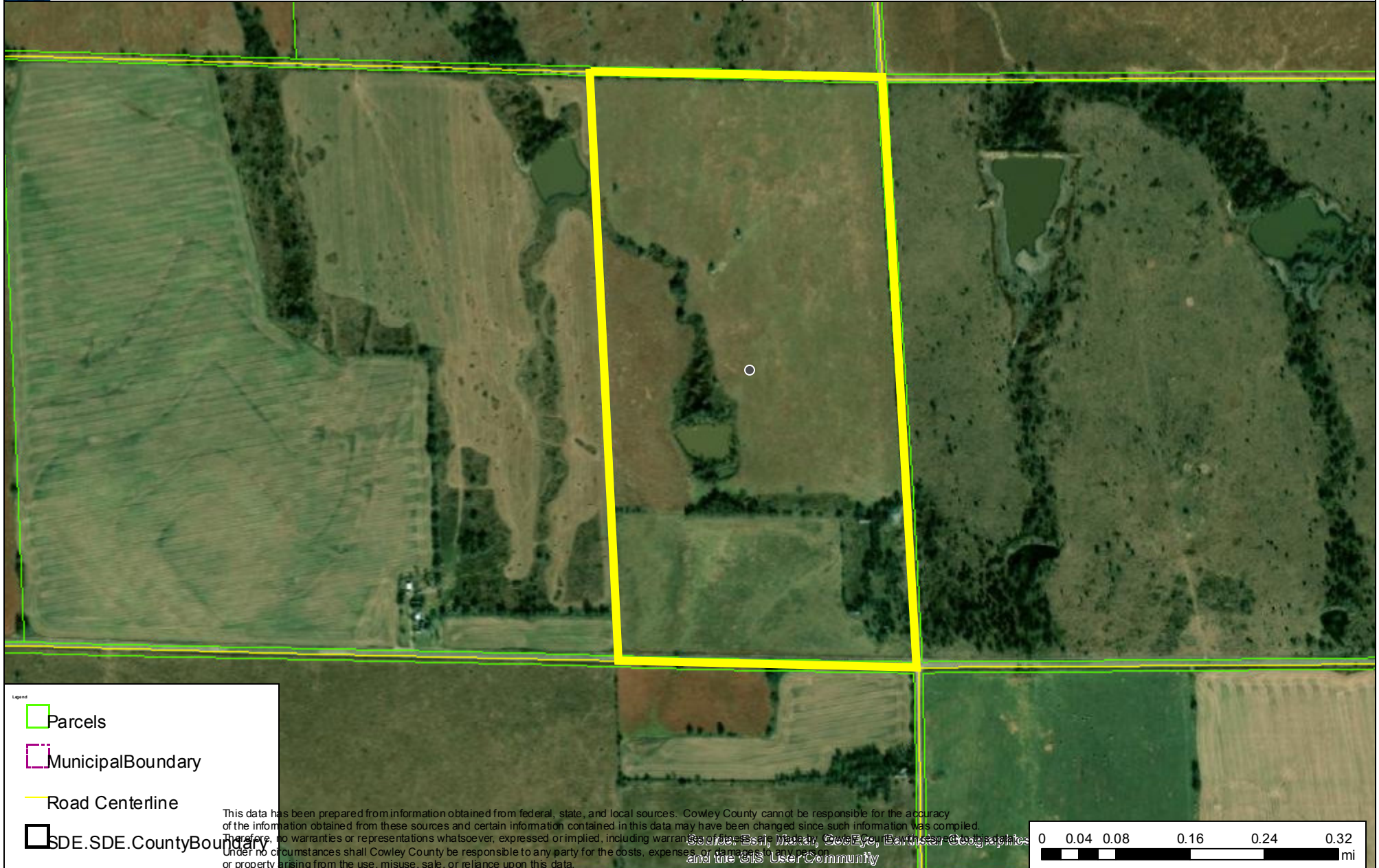
Cowley County GIS
311 E 9TH AVE
Winfield, KS 67156
620-221-5405
www.cowleycounty.org







COWLEY COUNTY
misgis

79.2 +/- Acres at 32nd Rd, Atlanta, KS 67008 - Zoning: Agricultural

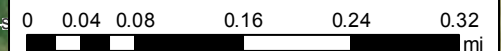
Map Produced on: 9/22/2021



Legend

-  Parcels
-  Municipal Boundary
-  Road Centerline
-  SDE, SDE, County Boundary

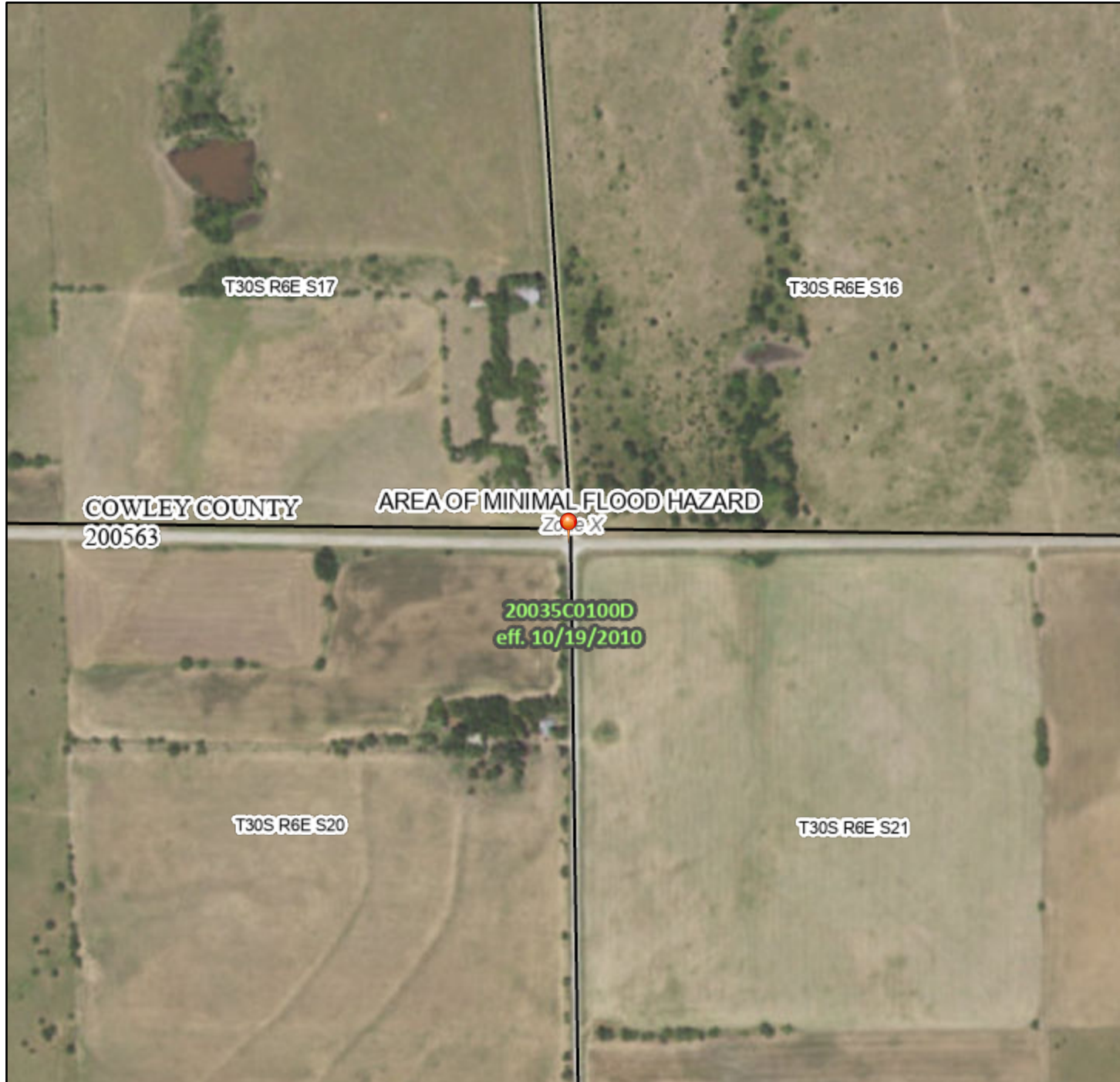
This data has been prepared from information obtained from federal, state, and local sources. Cowley County cannot be responsible for the accuracy of the information obtained from these sources and certain information contained in this data may have been changed since such information was compiled. There are no warranties or representations whatsoever, expressed or implied, including warranties of fitness for a particular purpose, made by Cowley County, Kansas, or its employees, agents, or representatives. Under no circumstances shall Cowley County be responsible to any party for the costs, expenses, or damages in any person or property arising from the use, misuse, sale, or reliance upon this data.



National Flood Hazard Layer FIRMMette



96°47'31"W 37°26'10"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **11/19/2021 at 3:02 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

GIS Web Map

Map produced via
Cowley County GIS Web App Builder

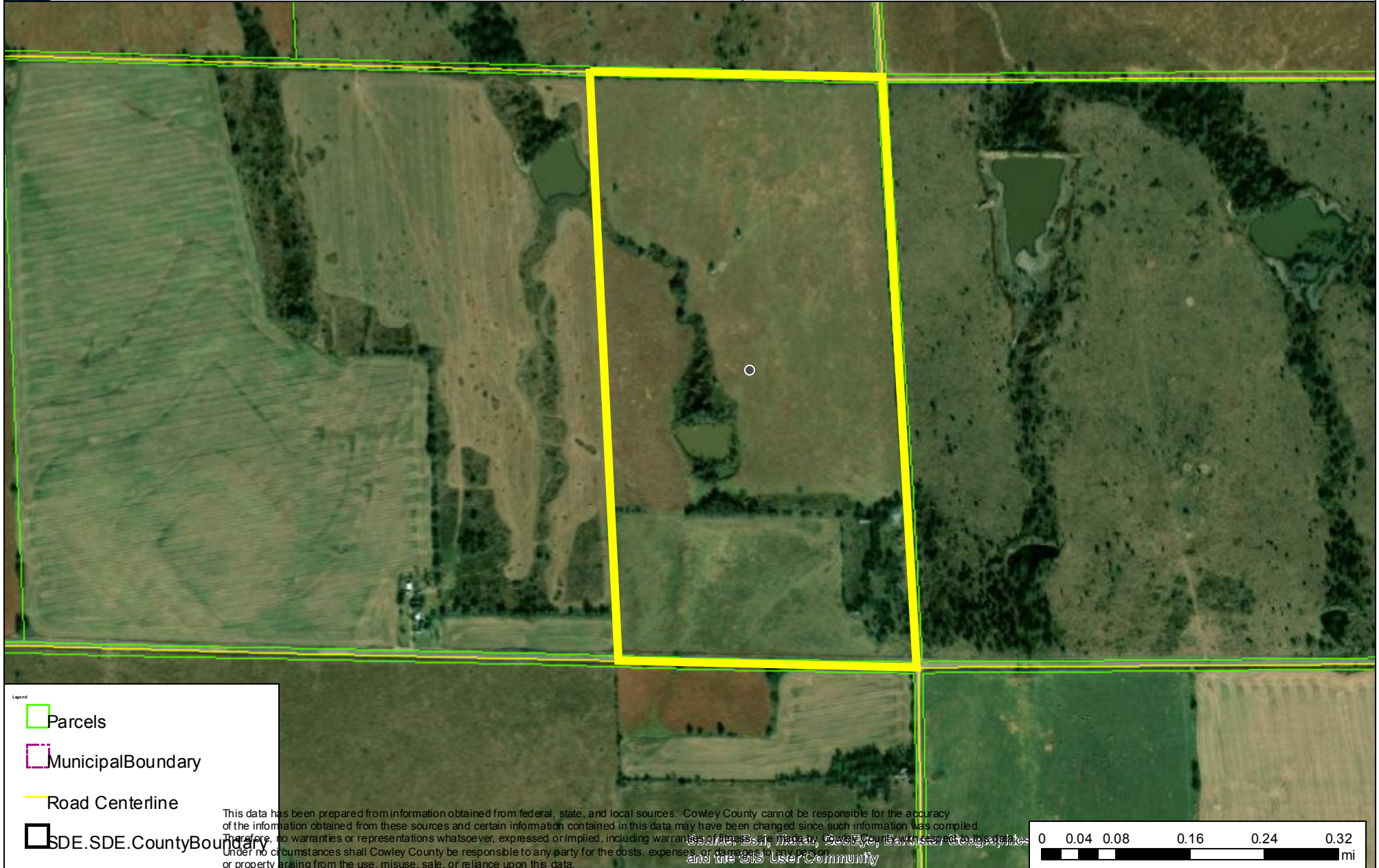


Cowley County GIS
311 E 9TH AVE
Winfield, KS 67156
620-221-5405
www.cowleycounty.org



COWLEY COUNTY
misgis

Map Produced on: 9/22/2021

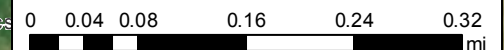


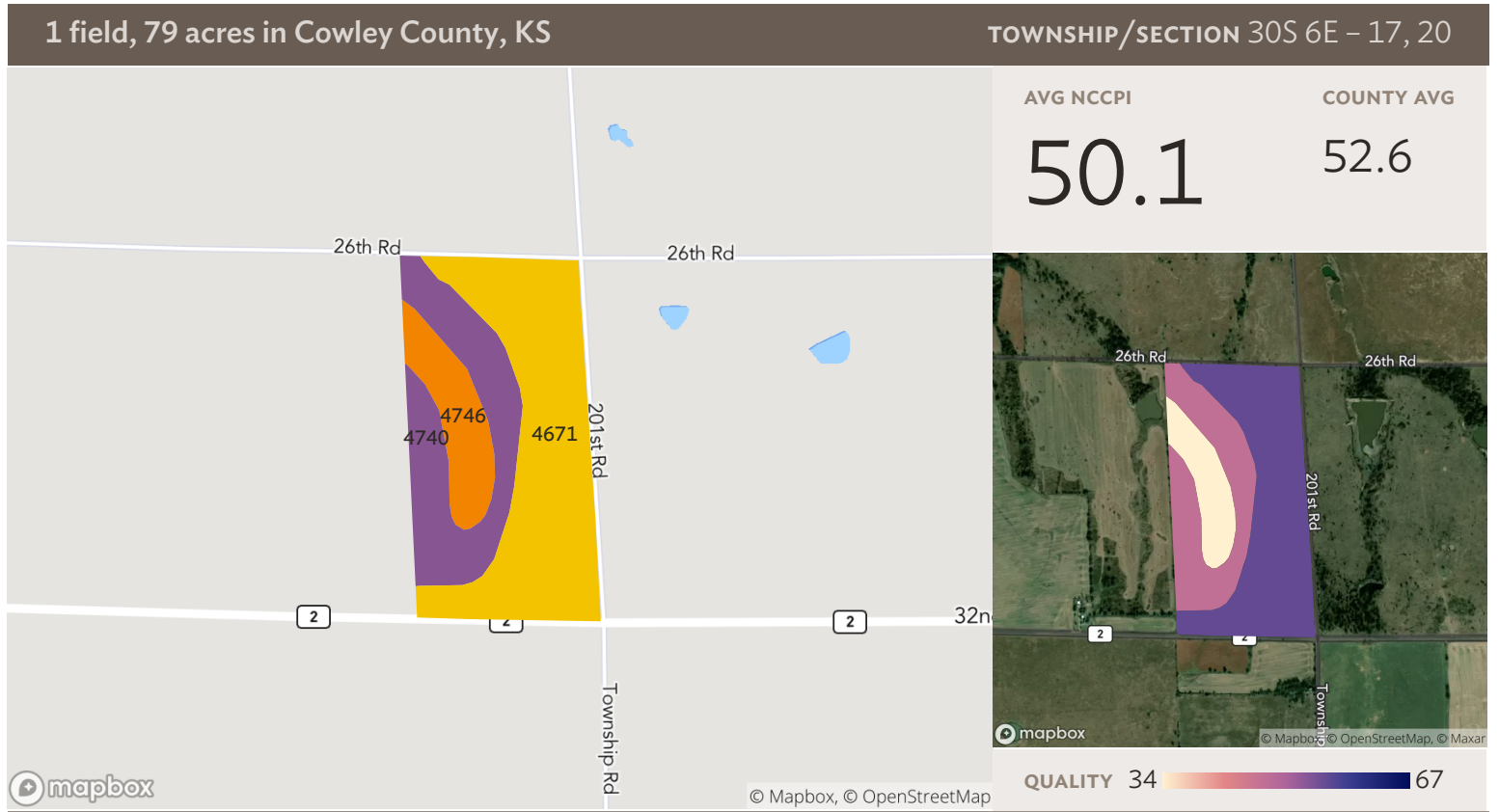
Legend

- Parcels
- Municipal Boundary
- Road Centerline
- SDE, SDE, County Boundary

This data has been prepared from information obtained from federal, state, and local sources. Cowley County cannot be responsible for the accuracy of the information obtained from these sources and certain information contained in this data may have been changed since such information was compiled. There are no warranties or representations whatsoever, expressed or implied, including warranties of accuracy, completeness, timeliness, or suitability for any purpose. Under no circumstances shall Cowley County be responsible to any party for the costs, expenses, or damages of any person or property arising from the use, misuse, sale, or reliance upon this data.

Sources: Kansas, Missouri, Cowley County, Kansas Geographic Information System and the GIS User Community





Source: NRCS Soil Survey

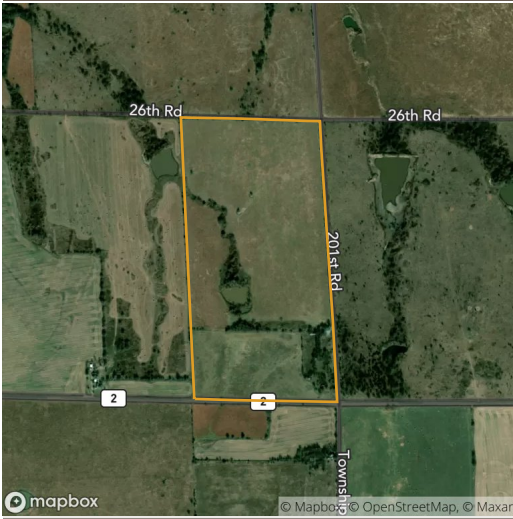
All fields

79 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
■ 4671	Irwin silty clay loam, 1 to 3 percent slopes	43.57	55.0%	3	55.9
■ 4740	Labette silty clay loam, 1 to 3 percent slopes	24.40	30.8%	2	47.4
■ 4746	Labette-Sogn silty clay loam, 0 to 8 percent slopes	11.22	14.2%	4	33.7
		79.19			50.1








1 field, 79 acres in Cowley County, KS

TOWNSHIP/SECTION 30S 6E – 17, 20

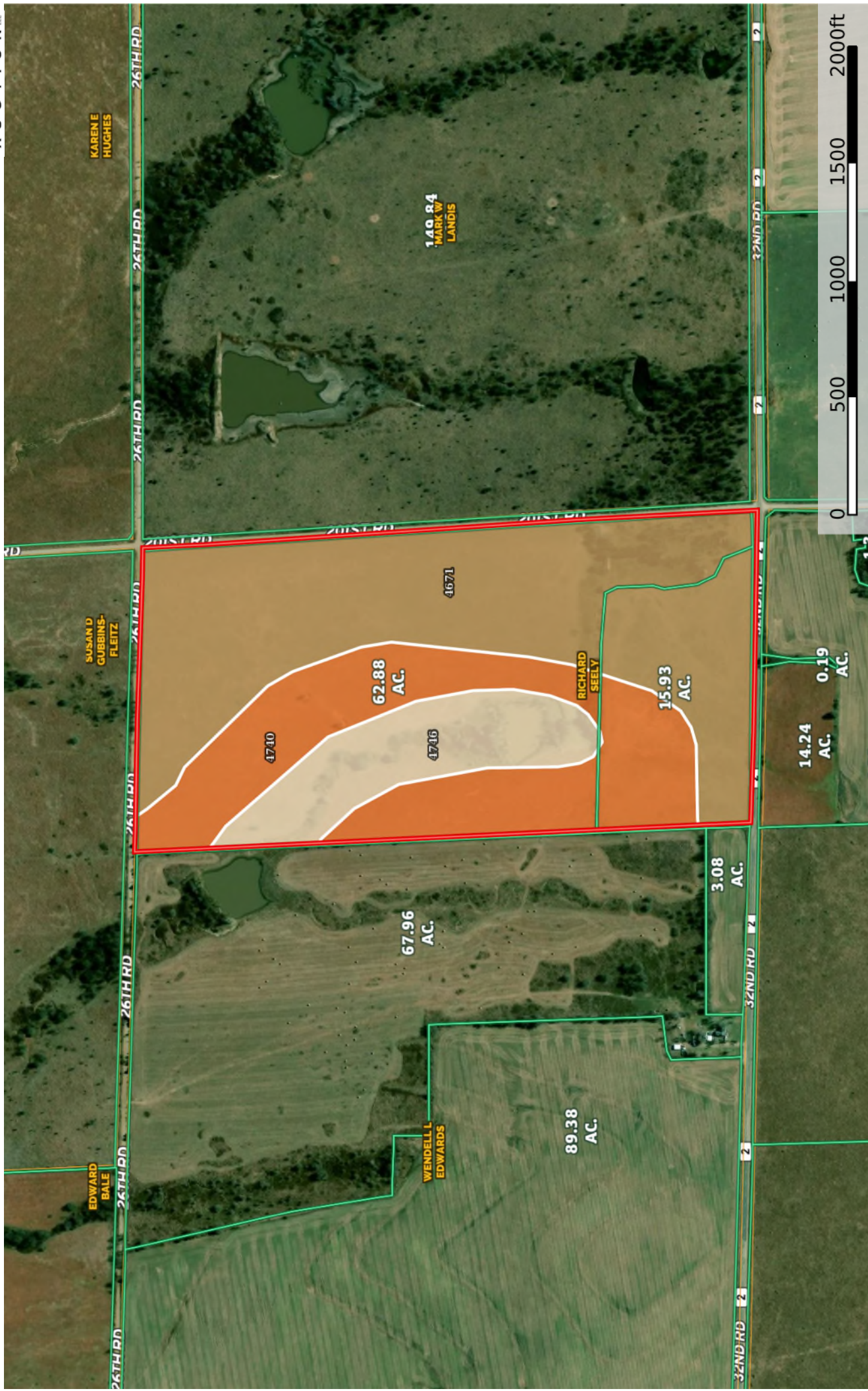


All fields

79 ac

	 2019	 2018	 2017	 2016	 2015
 Grass/Pasture	92.2%	91.9%	92.2%	92.2%	91.9%
 Other	7.8%	8.1%	7.8%	7.8%	8.1%

Source: NASS Cropland Data Layer



| Boundary 79.14 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
4671	Irwin silty clay loam, 1 to 3 percent slopes	43.42	54.86	0	58	3s
4740	Labette silty clay loam, 1 to 3 percent slopes	24.48	30.93	0	49	2e
4746	Labette-Sogn silty clay loam, 0 to 8 percent slopes	11.24	14.2	0	36	4e
TOTALS		79.14(*)	100%	-	52.09	2.83









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

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability

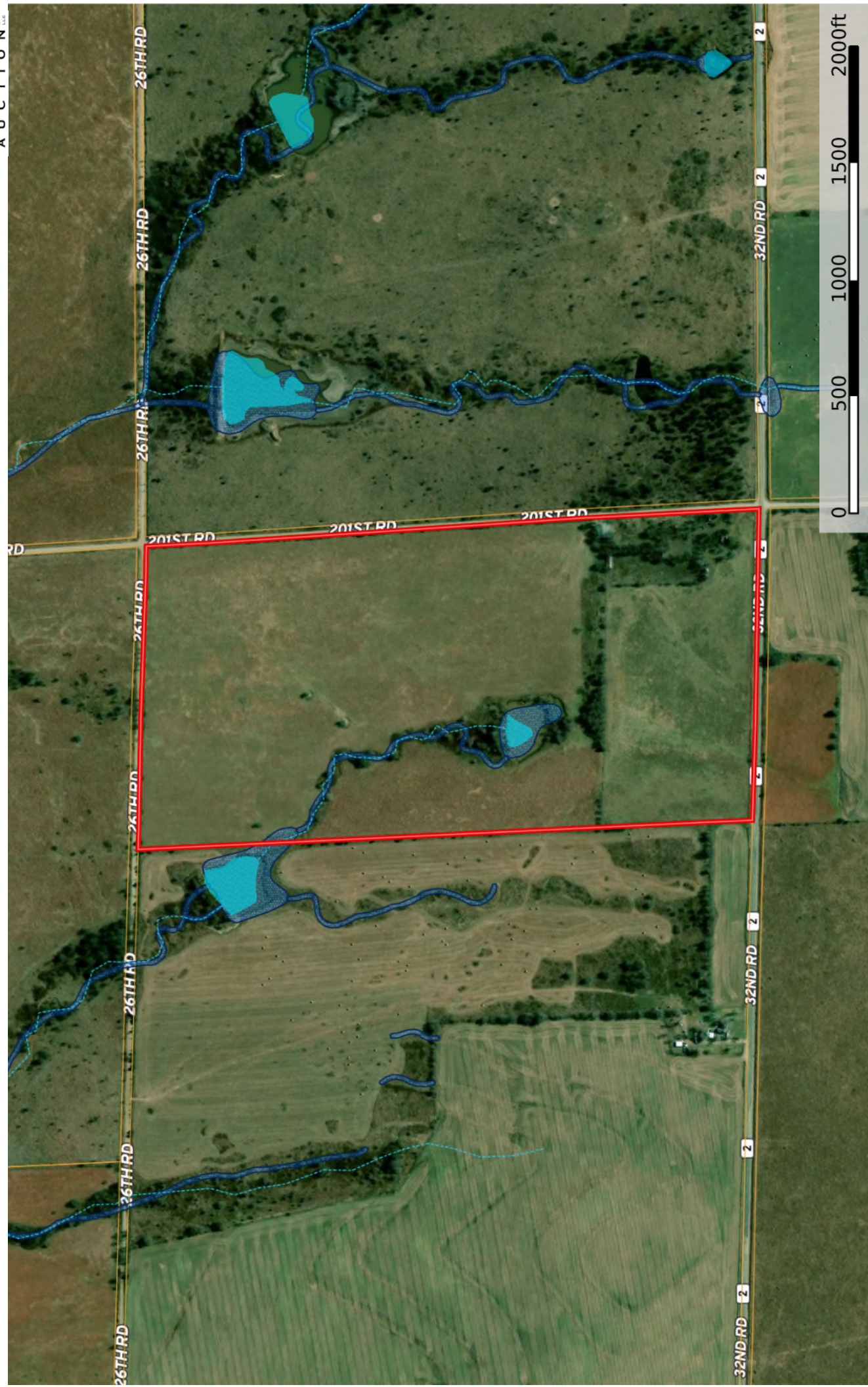
								
	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

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

79.2 +/- Acres at 32nd Rd., Atlanta, KS 67008
Kansas, AC +/-



KANSAS
COWLEY



United States Department of Agriculture
Farm Service Agency

FARM : 8642

Prepared : 11/12/21 5:42 PM

Crop Year : 2022

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name :

Farms Associated with Operator : 20-035-1931, 20-035-4027, 20-035-4030, 20-035-4149, 20-035-4224, 20-035-4661, 20-035-5187, 20-035-5785, 20-035-6640, 20-035-7117, 20-035-7573, 20-035-7588, 20-035-7946, 20-035-8105, 20-035-8229, 20-035-8565, 20-035-8576, 20-035-8642, 20-035-8988, 20-035-9004, 20-035-9671, 20-035-9696, 20-035-9857

CRP Contract Number(s) : None

Recon ID : None

Transferred From : None

ARCPLC G//F Eligibility : Ineligible - Complete G//F History

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
78.81	15.93	15.93	0.00	0.00	0.00	0.00	0.00	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag.Rel. Activity	Broken From Native Sod
0.00	0.00	15.93	0.00		0.00		0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	None
ARC Individual - Default	ARC County - Default	Price Loss Coverage - Default
None	None	WHEAT

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	15.90	0.00	31	
TOTAL	15.90	0.00		

NOTES

Tract Number : 9552

Description : E2SE4 17-30-6

FSA Physical Location : KANSAS/COWLEY

ANSI Physical Location : KANSAS/COWLEY

BIA Unit Range Number :

HEL Status : NHEL: No agricultural commodity planted on undetermined fields

Wetland Status : Tract does not contain a wetland

WL Violations : None

Owners :

Other Producers :

Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
78.81	15.93	15.93	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	15.93	0.00	0.00	0.00	0.00	0.00



Abbreviated 156 Farm Record

Tract 9552 Continued ...

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	15.90	0.00	31
TOTAL	15.90	0.00	

NOTES

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, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

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

FSA - 578 (09-13-16)

Farm Number: 8642

Operator Name and Address

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

DATE: 11/12/2021
PAGE: 1

Original: TBA
Revision: _____
Cropland: 15.93
Farmland: 78.81

Tract Number	CLU/Field	Crop/Commodity	Var/Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/Measured	Planting Date	Planting Period	End Date		
9552	1	GRASS	SMO	GZ		N	C	N	I	A	15.93		Yes		O	10/1/2009	01	CC		
	Producer				Share	100.00	FSA Physical Location Cowley, Kansas								NAP Unit 2826		Signature Date 11/07/2016			
	2	GRASS	NAG	GZ		N	C	N	I	A	62.88		No		O		01	CC		
	Producer				Share	100.00	FSA Physical Location Cowley, Kansas								NAP Unit 2826		Signature Date 11/07/2016			
Tract 9552 Summary																				
PP	Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP	Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP	Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty
01	GRASS	SMO	GZ	N	A	15.93	01	GRASS	NAG	GZ	N	A	62.88							
Photo Number/Legal Description: E2SE4 17-30-6																				
Cropland: 15.93						Reported on Cropland: 15.93						Difference: 0.00				Reported on Non-Cropland: 62.88				

FSA - 578 (09-13-16)

Farm Number: 8642

Operator Name and Address

REPORT OF COMMODITIES
FARM SUMMARY

DATE: 11/12/2021

PAGE: 2

Original: TBA
Revision: _____
Cropland: 15.93
Farmland: 78.81

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.




				Crop/ Commodity	Variety/ Type	Share		Crop/ Commodity	Variety/ Type	Share		Crop/ Commodity	Variety/ Type	Share	
RICHARD D CROWLEY				GRASS	NAG	100.00		GRASS	SMO	100.00					
Planting Period	Crop/ Commodity	Variety/ Type	Intended Use	Irrigation Practice	Reporting Unit	Reported Quantity	Determined Quantity	Planting Period	Crop/ Commodity	Variety/ Type	Intended Use	Irrigation Practice	Reporting Unit	Reported Quantity	Determined Quantity
01	GRASS	NAG	GZ	N	A	62.88		01	GRASS	SMO	GZ	N	A	15.93	



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 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.

Operator's Signature (By)	Title/Relationship of Individual Signing in the Representative Capacity	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, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.



Common Land Unit  Tract Boundary
 Non-Cropland  PLSS

 Non-Cropland
 Cropland

Wetland Determination Identifiers

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

Unless noted on field:

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

2022 Program Year

Map Created November 01, 2021

Farm 8642

Tract 9552

17-30-6

Displayed over 2019 NAIP

Tract Cropland Total: 15.93 acres

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



TERMS AND CONDITIONS

1. Any person who registers or bids at this auction (the "Bidder") agrees to be bound by these Terms and Conditions and any auction announcements. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
2. Auction announcements or postings take precedence over anything previously stated or printed, including these Terms and Conditions. In the event of a conflict between these Terms and Conditions and any other rules, terms, or agreements governing the use of the online bidding platform, these Terms and Conditions govern.
3. The real estate offered for sale at auction (the "Real Estate") is legally described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy Auction, LLC ("McCurdy") at Bidder's request.
4. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from the owner of the Real Estate (the "Seller") or McCurdy, including, but not limited to, the following: the condition of the Real Estate; the Real Estate's suitability for any or all activities or uses; the Real Estate's compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has been provided an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder's own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.
5. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate.
6. Once submitted, a bid cannot be retracted.
7. 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.
8. The Real Estate is not offered contingent upon financing.

9. 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.
10. 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.
11. 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.
12. 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.
13. Bidder authorizes McCurdy to film, photograph, or otherwise record the auction or components of the auction process and to use those films, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
14. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy by returning the completed Broker Registration Form no later than 5 p.m. on the business day prior to either the auction or scheduled closing time for an online auction, as the case may be. The Broker Registration Form is available on McCurdy's website.
15. 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.
16. 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.
17. McCurdy has the right to establish all bidding increments.

18. 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.
19. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
20. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
21. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
22. 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.
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 auctions@mccurdyauction.com.
24. 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 9 of these Terms and Conditions by 4:00 p.m. (CST) on the business day following the auction, then Bidder will be in breach of these Terms and Conditions and McCurdy may attempt to resell the Real Estate to other potential buyers. Regardless of whether McCurdy is able to successfully resell the Real Estate to another buyer, Bidder will remain liable to Seller for any damages resulting from Bidder's failure to comply with these Terms and Conditions.



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.
29. 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*)

