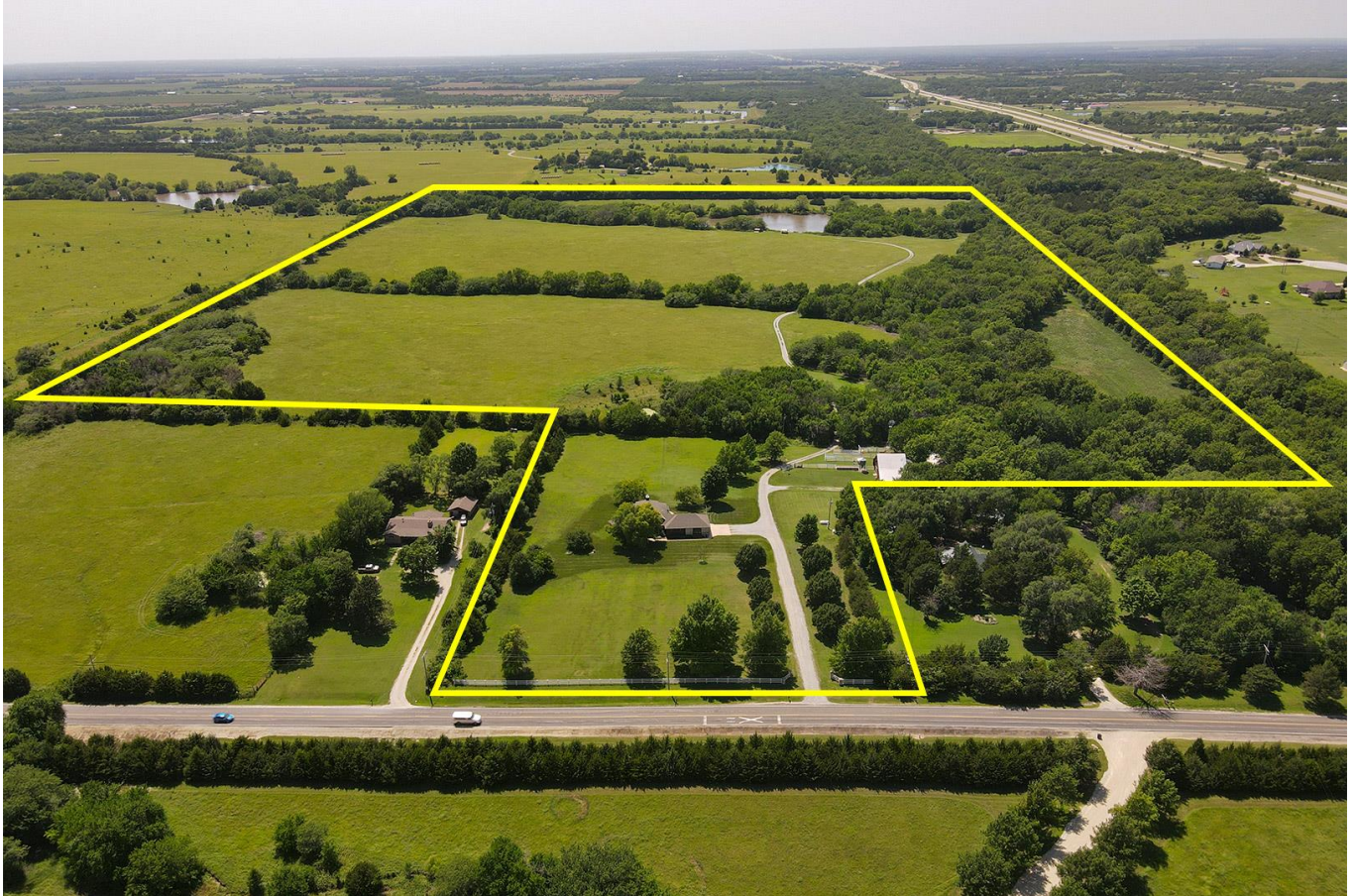


PROPERTY INFORMATION PACKET | THE DETAILS



2319 SW Adams Rd | Towanda, KS 67144

AUCTION LIVE ON-SITE WITH ONLINE BIDDING:
SATURDAY, APRIL 1ST, 2023 AT 10:00 AM

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



McCurdy
REAL ESTATE & AUCTION



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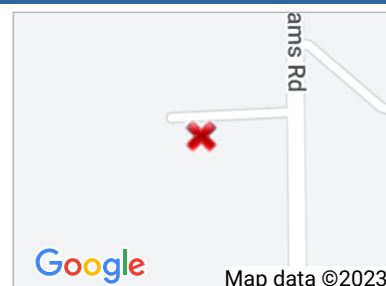
PROPERTY DETAIL PAGE
SELLER'S PROPERTY DISCLOSURES
WATER WELL ORDINANCE
SECURITY 1 ST TITLE WIRE FRAUD ALERT
AVERAGE UTILITIES
ZONING MAP
FLOOD ZONE MAP
AERIAL MAP
TERMS AND CONDITIONS
GUIDE TO AUCTION COSTS

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 Real Estate & 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.

ALL FIELDS CUSTOMIZABLE 2



MLS # 622323
Status Active
Contingency Reason
Area SCKMLS
Address 2319 S ADAMS RD
Address 2
City Towanda
Zip 67144
Asking Price \$0
Original Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms	3	Approx. AGLA	2262
Total Bedrooms	4.00	AGLA Source	Court House
AG Full Baths	2	Approx. BFA	1426.00
AG Half Baths	0	BFA Source	Court House
Total Full Baths	3	Approx. TFLA	3,688
Total Half Baths	0	Lot Size/SqFt	3393324
Total Baths	3	Number of Acres	77.90
Old Total Baths			
Garage Size	2		
Basement	Yes - Partially Finished		
Levels	One Story		
Approximate Age	21 - 35 Years		
Acreage	10.01 or More		

GENERAL

List Agent - Agent Name and Phone	Megan Rae Niedens - OFF: 316-683-0612	List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600
Co-List Agent - Agent Name and Phone		Co-List Office - Office Name and Phone	
Showing Phone	888-874-0581	Model Home Phone	
Year Built	1996	Builder	
Est. Completion Date		Building Permit Date	
Parcel ID	20015-008-204-18-0-00-00-003.00-0	School District	Circle School District (USD 375)
Elementary School	Circle Greenwich	Middle School	Circle
High School	Circle	Subdivision	NONE LISTED ON TAX RECORD
Legal	S18, T26, R04E, ACRES 77.9, NW1/4 S RR EXC BEG 1120.51S NE/C NW1/4 S ROW RR S520.45 W347.5 N522.33 E	Realtor.com Y/N	Yes
Display on Public Websites	Yes	Display Address	Yes
VOW: Allow AVM	Yes	VOW: Allow 3rd Party Comm	Yes
Variable Comm	Non-Variable	Virtual Tour Y/N	
Days On Market	245	HotSheet Date	3/8/2023
Price Date	3/8/2023		

ROOMS

Master Bedroom Level	Main	Master Bedroom Dimensions	22x16
Master Bedroom Flooring	Carpet	Living Room Level	Main
Living Room Dimensions	23x15	Living Room Flooring	Carpet
Kitchen Level	Main	Kitchen Dimensions	17x15
Kitchen Flooring	Wood	Room 1 Type	
Room 2 Type		Room 3 Type	
Room 4 Level	Main	Room 4 Type	Dining Room
Room 4 Dimensions	17x23	Room 4 Flooring	Wood
Room 5 Level	Main	Room 5 Type	Bedroom
Room 5 Dimensions	12x11	Room 5 Flooring	Wood
Room 6 Level	Main	Room 6 Type	Bedroom
Room 6 Dimensions	9x10	Room 6 Flooring	Carpet
Room 7 Level	Main	Room 7 Type	Laundry
Room 7 Dimensions	10x9	Room 7 Flooring	Tile
Room 8 Level	Basement	Room 8 Type	Bedroom
Room 8 Dimensions	24x22	Room 8 Flooring	Carpet

ROOMS			
Room 9 Level	Basement	Room 9 Type	Family Room
Room 9 Dimensions	35x22	Room 9 Flooring	Carpet
Room 10 Level	Basement	Room 10 Type	Office
Room 10 Dimensions	20x10	Room 10 Flooring	Carpet
Room 11 Level	Main	Room 11 Type	Sun Room/Atrium
Room 11 Dimensions	20x10	Room 11 Flooring	Tile
Room 12 Level		Room 12 Type	
Room 12 Dimensions		Room 12 Flooring	
DIRECTIONS			
Directions (Towanda) West on 254 to SW Adams Rd, South to Home.			
FEATURES			
ARCHITECTURE	GARAGE	FIREPLACE	INTERIOR AMENITIES
Ranch	Attached	Kitchen/Hearth Room	Ceiling Fan(s)
EXTERIOR CONSTRUCTION	Opener	Electric	Closet-Walk-In
Frame w/Less than 50% Mas	Side Load	Insert	Fireplace Doors/Screens
ROOF	FLOOD INSURANCE	KITCHEN FEATURES	Hardwood Floors
Composition	Unknown	Desk	Humidifier
LOT DESCRIPTION	UTILITIES	Eating Bar	Vaulted Ceiling
Irregular	Lagoon	Range Hood	Window Coverings-All
Pond/Lake	Propane Gas	Electric Hookup	POSSESSION
Wooded	Rural Water	APPLIANCES	At Closing
Waterfront w/Access	BASEMENT / FOUNDATION	Dishwasher	PROPOSED FINANCING
FRONTAGE	Full	Disposal	Other/See Remarks
Paved Frontage	View Out	Refrigerator	WARRANTY
EXTERIOR AMENITIES	BASEMENT FINISH	Range/Oven	No Warranty Provided
Ag Outbuilding(s)	1 Bedroom	MASTER BEDROOM	OWNERSHIP
Corral	1 Bath	Master Bdrm on Main Level	Individual
Covered Patio	Bsmt Rec/Family Room	Split Bedroom Plan	PROPERTY CONDITION REPORT
Deck	1 Add. Finished Room	Master Bedroom Bath	Yes
Fence-Chain	COOLING	Tub/Master Bedroom	SHOWING INSTRUCTIONS
Fence-Other/See Remarks	Central	Two Sinks	Appt Req-Call Showing #
Guttering	Electric	AG OTHER ROOMS	LOCKBOX
Horses Allowed	HEATING	Mud Room	SCKMLS
Security Light	Forced Air	Sun Room	TYPE OF LISTING
Sprinkler System	Propane-Owned	LAUNDRY	Excl Right w/o Reserve
Storm Door(s)	DINING AREA	Main Floor	AGENT TYPE
Storm Windows/Ins Glass	Eating Bar	Separate Room	Sellers Agent
Outbuildings	Kitchen/Dining Combo	220-Electric	
FINANCIAL			
Assumable Y/N	No	HOA Y/N	No
Currently Rented Y/N	No	Yearly HOA Dues	
Rental Amount		HOA Initiation Fee	
General Property Taxes	\$5,144.20	Home Warranty Purchased	Unknown
General Tax Year	2022	Earnest \$ Deposited With	Security 1st Title
Yearly Specials	\$0.00		
Total Specials	\$0.00		

PUBLIC REMARKS

Public Remarks LIVE, ONSITE AUCTION WITH ONLINE BIDDING APRIL 1ST, 2023 AT 10:00 AM. CLEAR TITLE AT CLOSING, NO BACK TAXES, PREVIEW AVAILABLE. PREMIER!!! Don't miss out on this incredible, custom-built home situated on nearly 80 acres just west of Towanda. This property offers true country living while only being 20 minutes from east Wichita. This property has been well-maintained for decades and is now ready for its new owners! Land Amenities • 77.9 +/- acres • Large lake with newer covered gazebo • Tractor barn with 5 bays • Huge red barn with tack room/man cave and shop area • Round 12' storage grain bin • Corral pens with feeder bunk • Insulated deer observation blind • Storage shed at the lake Home Exterior Features • Attached two-car garage • Covered front porch • Back deck and concrete patio • Smaller enclosed area in the backyard for a dog • Large sunroom • Exterior re-stained, eaves and downspouts re-painted in 2021 • New furnace installed in 2021 • New trees and shrubs planted; mulch placed around the front porch in 2022 • Roof replaced in 2011 with 50-year roof Main Level • Grand living room with vaulted ceilings and built-ins • Split bedroom floor plan • Large Primary bedroom with walk-in bathroom, full bathroom with double sink vanity and soaking tub • Two more bedrooms • Full bathroom in hallway • Separate laundry room with wash sink and cabinets Kitchen & Dining Room • Ample wood cabinetry • Solid surface countertops • Large peninsula with eating bar • Refrigerator, stove and oven hood transfer • Desk area • Spacious dining room with fireplace and insert Basement • Huge family/rec room • One large bedroom • Full bathroom • Office /sitting area • Unfinished storage room Please see "Johnson Farm History" document in the download section for more information on this 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. Full auction terms and conditions provided in the Property Information Packet. 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 \$50,000. The contract will call for a closing on or before 45 days from the date of the auction.

AUCTION

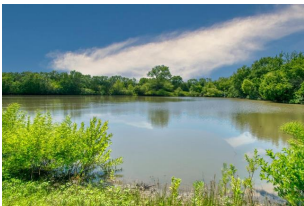
Type of Auction Sale	Absolute	1 - Open for Preview
Method of Auction	Live w/Online Bidding	1 - Open/Preview Date
Auction Location	2319 SW Adams Rd. Towanda	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	4/1/2023	
Auction Start Time	10:00 AM	
Broker Registration Req	Yes	
Buyer Premium Y/N	Yes	
Premium Amount	0.10	
Earnest Money Y/N	Yes	
Earnest Amount %/\$	50,000.00	

TERMS OF SALE

Terms of Sale See associated documents

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 2023 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

2319 SW Adams Rd.

Land was purchased in 1984 with only the barn, granary, and windmill standing. The home was built in 1996, where the current homeowners retired.

The pasture was a haying meadow with a good stand of big and little bluestem. The turkey foot grass still stands tall today. In a good year, the meadow yields 80-90 big rounds of hay. In the late 1980's, a small registered Black Angus cow/calf herd was started. The corrals were built, concrete feed bunks and a grain bin with an auger for feeding the livestock were installed. As the herd grew, a new metal building was constructed on the west side of the existing barn. A submersible pump was installed in the well with hydrants for watering in the pens. This is also the water source for the irrigation system at the home. The windmill is still in working condition. The well sits on a good aquifer that runs through this area and has never gone dry. After the cattle herd was sold, the metal building west of the barn was converted into two horse stalls.

After a storm in 2009, the east side of the barn was totally replaced along with some new trusses and framing. The barn roof tin was re-painted in 2011. The ground floor of the middle/west side of the barn was renovated with concrete flooring, an office with a tack room (aka Man Cave), and a shop area with storage for lawn and garden equipment. The granary has some new siding and new sliding doors on the East/West ends of the building. In 2021, most of the outside of the barn was repainted.

Other recent improvements include the construction of the gazebo and a storage shed at the pond. These were both re-stained in 2021. In the storage shed, you'll find catfish food in the tin bin. The pond is full of channel catfish which have been fed for many years. Many fish fry have come from this pond!

There is a small 5-acre bottom on the north side of the property originally planted with a mixture of brome and alfalfa used for haying, but now has an insulated observation/deer blind. Many different species have been observed over the years such as deer, turkey, raccoon, opossum, squirrel, coyote, and an occasional bobcat. You might hear the whistle of the bob white quail or cackling of pheasants too!

Seller's Property Disclosure

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 2319 E W Adams Rd

Seller:

Date of Purchase:

Message to the Seller: This statement is a disclosure of the condition of the above described Property known by the SELLER on 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, and should not be accepted as a substitute for any inspections or warranties the BUYER(S) may wish to obtain. If you know something important about the Property that is not addressed on the Seller's Property Disclosure, add that information to the form. Prospective Buyers may rely on the information you provide.

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

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

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

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

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

PART I

APPLIANCES

ELECTRICAL

TRANSFERS TO BUYER

TRANSFERS TO BUYER

Indicate the condition of the following items by marking only one appropriate box.

Indicate the condition of the following items by marking only one appropriate box.

None	Does Not Transfer	Working	Not Working	Don't Know	
☐	☐	☒	☐	☐	Disposal
☐	☐	☒	☐	☐	Dishwasher
☐	☐	☒	☐	☐	Oven
☐	☐	☒	☐	☐	Range (Circle One) Gas <u>Electric</u>
☐	☒	☐	☐	☐	Microwave
					Built in (Circle One) YES NO
☐	☐	☒	☐	☐	Range Hood
					Vented Outside (Circle One) <u>NO</u>
☐	☐	☒	☐	☐	Kitchen Refrigerator
☐	☒	☐	☐	☐	Clothes Washer
☐	☒	☐	☐	☐	Clothes Dryer
☒	☐	☐	☐	☐	Trash Compactor
☒	☐	☐	☐	☐	Central Vacuum
☒	☐	☐	☐	☐	Exterior Attached Gas Grill
☐	☐	☐	☐	☐	Other: _____
☐	☐	☐	☐	☐	Other: _____
☐	☐	☐	☐	☐	Other: _____
☐	☐	☐	☐	☐	Other: _____

Comments:

None	Does Not Transfer	Working	Not Working	Don't Know	
☐	☐	☒	☐	☐	Smoke/Fire Detectors
☐	☐	☒	☐	☐	Light Fixtures
☐	☐	☒	☐	☐	Switches/Outlets
☐	☐	☒	☐	☐	Ceiling Fan(s)
☐	☐	☒	☐	☐	Bathroom Vent Fan(s)
☐	☐	☒	☐	☐	Telephone Wiring/Blocks/Jacks
☐	☐	☒	☐	☐	Door Bell
☒	☐	☐	☐	☐	Intercom
☐	☐	☒	☐	☐	Garage Door Opener
					# of Remotes: <u>2</u> Keypad Entry: (Circle One) YES <u>NO</u>
☒	☐	☐	☐	☐	Aluminum Wiring
☐	☐	☒	☐	☐	Copper Wiring
☐	☐	☒	☐	☐	220 Volt
					<u>200</u> Service Panel Total Amps
☒	☐	☐	☐	☐	Solar Equipment - (Circle One) Own Rent/Lease Company
☒	☐	☐	☐	☐	Wind - (Circle One) Own Rent/Lease
☒	☐	☐	☐	☐	Hydroelectric - (Circle One) Own Rent/Lease
☒	☐	☐	☐	☐	Security System - (Circle One) Own Rent/Lease Company
☒	☐	☐	☐	☐	Audio/Video Surveillance System

27 WATER/SEWAGE SYSTEMS (See Part II Also)					HEATING & COOLING SYSTEMS						
		28 TRANSFERS TO BUYER			Indicate the condition of the following items by marking only one appropriate box.			28 TRANSFERS TO BUYER			Indicate the condition of the following items by marking only one appropriate box.
29 None	Does Not Transfer	Working	Not Working	Don't Know		None	Does Not Transfer	Working	Not Working	Don't Know	
30	☐	☐	☒	☐	Sewage Systems	☐	☐	☒	☐	Cooling System	
31	☐	☐	☒	☐	Sump Pump			☒		Type	
32	☐	☐	☒	☐	Backup Sump Pump/Battery			☒		Age	
33	☐	☐	☒	☐	Plumbing	☐	☐	☒	☐	Heating System	
34					Type	<i>Installed by Fahnestock</i> <i>Carrier (Gas)</i> <i>1.5 yrs AGM</i>					
35	☐	☐	☒	☐	Water Heater (Circle One) Elect <u>Gas</u>						
36	<i>40 gal ?</i>				Size & Age	☒	☐	☐	☐	Window/Wall Air Conditioning Units	
37	☒	☐	☐	☐	Instant Hot Water	☒	☐	☐	☐	Electronic Air Filter	
38	☒	☐	☐	☐	Water Softener	☒	☐	☐	☐	Humidifier	
39					(Circle One) Own Rent/Lease		☒	☐	☐	Fireplace	
40					Company	☐	☐	☒	☐	Fireplace Insert	
41	☒	☐	☐	☐	Water Purifier/Reverse Osmosis	☒	☐	☐	☐	Wood burning Stove	
42	☐	☐	☒	☐	Underground Sprinkler System				☒	Chimney/Flue - Date Last Cleaned	
43					Backflow Device (Circle One) YES <u>NO</u>	☐	☐	☒	☐	Gas Log Lighter	
44	<i>Oct. 2022</i>				Date Last Tested or Inspected	☐	☐	☒	☐	Whole House Attic Fan	
45	☒	☐	☐	☐	Pool Equipment	☒	☐	☐	☐	Solar Equipment - (Circle One) Own Rent/Lease	
46	☒	☐	☐	☐	Hot Tub/Spa					Company	
47	Comments:					☒	☐	☐	☐	Geothermal	
48						☐	☐	☒	☐	Propane Tank - (Circle One) <u>Own</u> Rent/Lease	
49										Company	
50						Comments:					
51	MEDIA					<i>Insert Installed in fireplace several yrs ago</i>					
52			TRANSFERS TO BUYER								
53	None	Does Not Transfer	Working	Not Working	Don't Know	Any Additional Comments For Part I:					
54	Indicate the condition of the following items by marking only one appropriate box.										
55						<i>Generac Stand by Generator, whole house, Automatic Transfer switch, runs off propane tank N side of garage.</i>					
56											
57											
58	☐	☐	☒	☐	Satellite Dish						
59	☐	☐	☒	☐	<i>1</i> # of Rcvrs/Remotes						
60	☒	☐	☐	☐	Attached Antennas						
61	☐	☐	☒	☐	Cable TV Wiring/Jacks						
62	☒	☐	☐	☐	Attached Television Mount(s)						
63	☒	☐	☐	☐	Projector(s)						
64	☒	☐	☐	☐	Projector Screen(s)						
65	☒	☐	☐	☐	Surround Sound Speakers						
66	☒	☐	☐	☐	Wired for Surround Sound						
67	Comments:										
68											

PART II

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 1 STRUCTURAL FOUNDATION/WALLS
☐	☒	☐	Are any exterior walls covered with Exterior Insulation & Finish System (synthetic stucco)? If YES, are you aware of any adverse conditions? _____
			Indicate all that apply: ☐ Basement ☐ Crawl Space ☐ Slab
☐	☒	☐	Are there any structural engineer's report(s) available? If YES, Date of Report: _____ Copy Attached? (Mark One): ☐ YES ☐ NO
To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)			
☐	☒	☐	Movement, shifting, deterioration or other problems with walls or foundation?
☐	☒	☐	Cracks or flaws in the walls, floors or foundation?
☐	☒	☐	Problems with driveways, walkways, patios, retaining walls, party walls?
☐	☒	☐	Problems with operation of windows or doors, or broken seals?
☐	☒	☐	Any corrective actions to items in this section? (Example - Piering, bracing, etc.)
☐	☐	☒	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☒	☐	☐	Is there insulation in the walls?
☐	☐	☒	Is there insulation in the floors?
Additional Comments:			

YES	NO	DON'T KNOW	SECTION 2 ROOF/INSULATION
			Age: <u>Approx. 12 yrs</u> Type: <u>Asphalt Shingle 50yr</u>
☒	☐	☐	To your knowledge, are there any ☒ PAST ☐ PRESENT roof leaks? (Mark One) If any, identify details below.
☒	☐	☐	During your ownership, has the roof ever been ☒ REPLACED? ☐ REPAIRED? (Mark One) If YES, Date: <u>Approx 6-2011</u> (Identify details below.)
☐	☐	☒	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☐	☒	☐	Do you know of any problems with chimneys or chases? (If YES, explain below.)
☐	☒	☐	Do you know of any problems with roof, roof structure or rain gutters? (If YES, explain below.)
☒	☐	☐	Is there insulation in the ceiling/attic?
Additional Comments:			
<u>small ceiling leak in front bedroom, repaired with shingle install</u> <u>Home & Barn Roof damage from storm, new shingles/downspouts house</u> <u>Barn Roof some new trusses and tin</u>			

YES	NO	DON'T KNOW	SECTION 3 MOLD/MILDEW
According to the EPA, molds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the naked eye, and float through outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. Inhaling or touching mold spores may cause allergic reactions in sensitive individuals.			
To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)			
☐	☒	☐	Presence of any mold/mildew in the property?
☐	☒	☐	Any problems created by mold or mildew for occupants of the structure during your ownership?
☐	☒	☐	Have you had any inspections for mold or mildew? If YES, Date: _____ (If YES, explain below.)
☐	☒	☐	Have you received any reports pertaining to mold or mildew on or within the structure? (If YES, attach.)
☐	☒	☐	Has the property had any professional mold remediation during your ownership? If YES, Date: _____
Additional Comments:			

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 4 WATER/SEWAGE SYSTEMS	
☐	☒	☐	Is the property connected to City Water?	
☒	☐	☐	Is the property connected to Rural Water? If YES, Transfer Fee: <u>?</u> District: <u>RR #5</u>	
☒	☐	☐	Is the property connected to any private water systems? (Mark all that apply.)	
			☐ Drinking Well	☒ Irrigation Well
☒	☐	☐	Working? Type: _____ Location: <u>West of Barn</u>	Depth: _____
☐	☐	☐	Working? Type: _____ Location: _____	Depth: _____
☐	☐	☐	Working? Type: _____ Location: _____	Depth: _____
☐	☐	☐	Has the water in any wells shown test results of contamination? (If YES, explain below.)	
☐	☒	☐	Is the property connected to a public sewer system? If shared lagoon/septic system, explain below.	
☐	☒	☐	Is the property connected to a septic system? Date Last Pumped: _____	
			Tank Size: _____ Location: _____	
			# feet laterals: _____ # Feet infiltrators: _____ Location: _____	
☒	☐	☐	Is the property connected to a lagoon system? Location: <u>West of home</u>	
☐	☒	☐	Is the property connected to some other type of waste disposal system? (If YES, explain below.)	
☐	☒	☐	Has the main waste disposal line ever been snaked or scoped?	
☐	☒	☐	To your knowledge, is there any problem relating to the waste disposal system?	

Additional Comments:

well used for watering livestock in pens & concrete tank, & irrigation for yard

YES	NO	DON'T KNOW	SECTION 5 WATER INTRUSION/LEAKS	
<i>To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)</i>				
☐	☒	☐	Any water leakage in or around the fireplace or chimney?	
☐	☒	☐	Any water leakage around (If YES, mark all that apply.) ☐ WINDOWS ☐ SKYLIGHTS ☐ DOORS?	
☐	☒	☐	Any leaks occurring in any plumbing, water supply lines, drains, sewer lines, etc.?	
☐	☒	☐	Any leaks caused by appliances?	
☐	☒	☐	Any leaks from any condensation drain lines, humidifier, dehumidifier, etc.?	
☐	☒	☐	Any water leakage into (If YES, mark all that apply.) ☐ BASEMENT ☐ CRAWL SPACE	
☐	☒	☐	Any accumulation of water within the basement/crawl space?	
☒	☐	☐	Sump Pump(s) <u>1</u> Location(s): <u>Basement</u>	
☐	☒	☐	Drain Tiles (If YES, mark all that apply.) ☐ INTERIOR ☐ EXTERIOR	

Additional Comments:

YES	NO	DON'T KNOW	SECTION 6 PEST, WOOD INFESTATION & DRY ROT	
☐	☒	☐	Do you have any knowledge of the following items on/affecting the property? (Mark all that apply.)	
			☐ WOOD DESTROYING INSECTS	☐ DRY ROT
☐	☒	☐	Any knowledge of any damage to the property caused by the following items? (Mark all that apply.)	
			☐ WOOD DESTROYING INSECTS	☐ DRY ROT
☐	☒	☐	Have there been any repairs of such damage? (If YES, explain below.)	
☐	☒	☐	Is the property currently under a termite warranty or other coverage by a licensed pest control company?	
			Company: _____	Warranty Expiration Date: _____
☐	☒	☐	Any wood destroying insects control reports in the last 5 years? (If YES, explain below.)	
☐	☒	☐	Any professional wood destroying insects control treatments in the last 5 years? (If YES, explain below.)	
☐	☒	☐	Any pest control reports in the last 5 years? (If YES, explain below.)	
☐	☒	☐	Any professional pest control treatments in the last 5 years? (If YES, explain below.)	

Additional Comments:

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 7 ENVIRONMENTAL CONDITIONS
☐	☒	☐	Is the property located in a subdivision with a master drainage plan?
☐	☐	☐	If YES, is the property in compliance?
☐	☒	☐	Has the property ever had any drainage problems during your ownership? (If YES, explain below.)
☐	☒	☐	Are there any producing or non-producing gas/oil wells on the property or adjacent property?
☒	☐	☐	Do mineral rights convey to buyer? If NO, please define: _____
			Groundwater contamination has been detected in several areas in the State of Kansas.
☐	☒	☐	Are you aware of groundwater contamination or other environmental concerns?
☐	☒	☐	Any reports or records pertaining to groundwater contamination or other environmental concerns?
☐	☒	☐	Are there any diseased or dead trees and shrubs?
			To your knowledge, are any of the following substances, materials, products on the real property? (YES or NO Only.)
☐	☒	☐	Asbestos
☐	☒	☐	Contaminated soil or water (including drinking water)
☐	☒	☐	Landfill or buried materials
☐	☒	☐	Lead-based paint (If YES, attach disclosure.)
☐	☒	☐	Radon gas in house or well Has a mitigation system been installed? (Mark One) ☐ YES ☐ NO
☐	☒	☐	Methane Gas
☐	☒	☐	Oil sheers in wet areas
☐	☒	☐	Radioactive material
☐	☒	☐	Toxic material disposal (solvents, chemicals, etc.)
☐	☒	☐	Underground fuel or chemical storage tanks
☐	☒	☐	EMFs (Electro Magnetic Fields)
☐	☒	☐	Urea formaldehyde foam insulation (UFFI)
☐	☐	☐	Other: _____
☐	☒	☐	Are you aware if any portion of the property has ever been used for the manufacture of, or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy, LSD or any other illegal substances?
☐	☒	☐	To your knowledge, are any of the above conditions present near your property?
Comments:			

YES	NO	DON'T KNOW	SECTION 8 BOUNDARIES/LAND
☒	☐	☐	Have you had a survey of the property? (If YES, attach copy if available.)
☒	☐	☐	Are the boundaries of your property marked in any way?
☒	☐	☐	Is there any fencing on the boundaries of the property?
☒	☐	☐	Does fencing belong to the property? If YES, which sides? <u>All</u>
☐	☒	☐	Are there any features of the property shared in common with adjoining landowners, such as, walls, fences, roads, driveways? (If YES, explain below.)
☐	☐	☐	Is the property owner responsible for maintenance of any such shared feature(s)?
☐	☐	☐	To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
☐	☒	☐	To your knowledge, is any portion of the property located in a federally designated flood plain?
☐	☒	☐	Do you currently, or have you ever, paid flood insurance for the property?
☐	☒	☐	To your knowledge, is any portion of the property located in a designated wetlands area?
☐	☒	☐	Do you know of any of the following items that have occurred on the property or in the immediate area? (Mark all that apply.)
			☐ EXPANSIVE SOIL ☐ EARTH MOVEMENT
			☐ FILL DIRT ☐ UPHEAVAL
			☐ SLIDING ☐ EARTH STABILITY PROBLEMS
			☐ SETTLING
Comments:			

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Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	
SECTION 9			
SPECIAL ASSESSMENTS AND HOMEOWNER'S ASSOCIATION			
The law requires that the Seller disclose the existence of special assessments against a property.			
☐	☒	☐	Any current/pending bonds, assessments, or special taxes that apply to property?
☐	☐	☒	The property may be subject to special assessments or is located in an improvement district? (Refer to relevant tax disclosure - Mark One).
	☐	☐	Owner
	☐	☐	County
	☐	☐	Public Record
	☐	☐	Other: _____
☐	☒	☐	Is the property subject to rules or regulations of an active Homeowner's Association?
	☐	☐	Annual Dues? _____ Initiation Fee? _____
	☐	☐	Homeowner's Association contact information: _____
☐	☒	☐	Is the property subject to a right of first refusal?
☐	☒	☐	Is the property subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions?
☐	☐	☐	Any violations of such covenants and restrictions?
Comments:			
SECTION 10			
MISCELLANEOUS			
☐	☒	☐	Have any improvements or repairs (including, but not limited to, HVAC, plumbing, electrical, structural additions) been made to the property without obtaining required permits ?
☐	☒	☐	Are any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions?
☐	☒	☐	Is the present use of the property a non-conforming use?
☒	☐	☐	Have there been any insurance claims during the seller's ownership?
☒	☐	☐	Were repairs made? If so, explain: _____
☐	☒	☐	Is there any unrepaired damage due to hail, storm, wind, fire or flood?
☐	☒	☐	Are there any stains, tears, burns, holes, etc., in the property that are not readily visible?
☒	☐	☐	Does a pet(s) reside or has a pet(s) ever resided in or on the property?
☐	☐	☐	Is there any damage due to pets, interior/exterior, including, but not limited to, odors, stains, etc.?
☒	☐	☐	Do all window and door treatments remain? If NO, please list: _____
☒	☐	☐	Does any other personal property remain? If YES, please list: <u>Refrigerator, @</u>
☐	☒	☐	Does the property contain any of the following? (Mark all that apply.)
☐	☐	☐	☐ Swimming Pool ☐ Spa ☐ Hot Tub ☐ Sauna ☐ Water Feature
☐	☐	☐	If YES, are either of the following heated? ☐ Swimming Pool ☐ Spa If yes, type of heat? _____
☐	☐	☐	Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature?
	☐	☐	Explain: _____
☐	☒	☐	Is the property in a holistic, conservation or special review district, that requires any alterations or improvements to the Property, be approved by a board or commission?
☐	☒	☐	Are there any other facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property?
☐	☐	☒	Are there any transferable warranties on the property or any of its components?
Comments:			
Any Additional Comments For Part II:			
<u>New stain on house Fall 2021 out building at Pond Fall 2021</u>			
<u>Barn Painted Fall 2021</u>			
<u>Concrete in Barn, Man Cave, office, tack room</u>			
<u>Approx 10yrs ago.</u>			

RELEASE DATE 4/2022 (Rev 11/21)

SELLER'S INITIALS: SGJ

Pg 6 of 7

BUYER'S INITIALS: _____

#1004

SELLER'S ACKNOWLEDGEMENT

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

292 Seller is occupant: ☒ YES ☐ NO

293 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.

294 SELLER: Sonya J Johnson SELLER: _____
 295 Date Date

BUYER'S ACKNOWLEDGEMENT AND AGREEMENT

297 1. I have personally inspected the property. I have been advised to have the property examined by professional inspectors. Subject
 298 to any inspections, I agree to purchase the property in its present condition without representations or guarantees of any kind by
 299 the Seller or any REALTORS® concerning the condition or value of the property, except as given above or as stated in my contract
 300 with the Seller.

301 2. I acknowledge that neither Seller nor any REALTORS® involved in this transaction is an expert at detecting or repairing physical
 302 defects in the property.

303 3. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes
 304 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
 305 regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI) at
 306 <http://www.kansas.gov/kbi/> or by contacting the local sheriff's office.

307 4. I acknowledge that McConnell Air Force Base is located within Sedgwick County and is an operational military Air Force base that
 308 is open 24 hours a day and activity at that base may generate noise. The volume, pitch, amount and frequency of noise may be
 309 affected by future changes in McConnell Air Force Base activity. I have been informed that if I desire information regarding potential
 310 for noise caused by the aircraft operations associated with McConnell Air Force Base and its operations, I may find information by
 311 contacting the Metropolitan Area Planning Department.

312 BUYER: _____ BUYER: _____
 313 Date 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 2021

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: 2319 SW Adams Rd Towanda, KS 67144
2 Seller: Sonya J Johnson Date of Purchase: Spring 1984
3 Property currently zoned as: Agricultural

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

DRAINAGE/SEWAGE SYSTEMS

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

Seller's Initials SJ

Buyer's Initials _____

PART II

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

None
Does Not Transfer
Working
Not Working
Don't Know

GAS/ELECTRIC

For Generac standby Generator

- 43 ☐ ☐ ☒ ☐ ☐ Is there a propane tank on the property?
44 If yes, is it ☒ owned ☐ leased?
45 Company: _____
46 ☒ ☐ ☐ ☐ ☐ Are there solar panels on the property?
47 If yes, are they ☐ owned ☐ rented/leased?
48 Company: _____
49 ☒ ☐ ☐ ☐ ☐ Are there wind turbines on the property?
50 If yes, are they ☐ owned ☐ rented/leased?
51 Company: _____
52 ☒ ☐ ☐ ☐ ☐ Is there hydroelectric on the property?

Yes
No
Don't Know

- 53 ☒ ☐ ☐ Is gas connected to property? If not, distance to nearest source? _____
54 ☒ ☐ ☐ Is electricity connected to property? If not, distance to nearest source? _____
55 ☐ ☒ ☐ To your knowledge, is there any additional costs to hook up utilities?
56 If yes, please explain: _____
57 _____
58 Comments: _____
59 _____

DRAINAGE/SEWAGE SYSTEMS

- 60 ☐ ☒ ☐ Is property connected to a public sewer system?
61 If yes, no explanation required.
62 ☒ ☐ Is there a septic tank/lagoon system serving this property?
63 If yes, when was it last serviced? Date Don't Know
64 ☐ ☒ To your knowledge, is there any problems relating to the septic tank/cesspool/sewer system?
65 ☐ ☒ To your knowledge, is the property located in a federally designated flood plain or wetlands area?
66 ☐ ☒ ☐ Is the property located in a subdivision with a master drainage plan?
67 ☐ ☐ ☐ If so, is this property in compliance?
68 ☐ ☒ ☐ Has the property ever had a drainage problem during your ownership?
69 ☐ ☒ ☐ Do you currently pay flood insurance?
70 ☐ ☒ ☐ Other drainage/sewage systems and their conditions: _____
71 Comments: _____
72 _____

BOUNDARIES/LAND

- 73 ☒ ☐ ☐ Have you had a survey of your property?
74 ☒ ☐ ☐ Are the boundaries of your property marked in any way?
75 ☒ ☐ ☐ Is there any fencing on the boundary(ies) of the property?
76 ☒ ☐ ☐ If yes, does the fencing belong to the property?
77 ☒ ☒ ☐ To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
78 ☐ ☒ ☐ Are there any features of the property shared in common with adjoining landowners, such as walls, fences, roads, driveways?
79 _____
80 ☐ ☐ ☐ Is this property owner responsible for maintenance of any such shared feature?
81 ☐ ☒ ☐ 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?
82 Comments: _____
83 _____
84 _____

Seller's Initials SGJ

Buyer's Initials _____

Yes No Don't Know

HOMEOWNER'S ASSOCIATION

Is the property subject to rules or regulations of any homeowner's association?
 Annual dues \$ _____ Initiation Fee \$ _____
 To your knowledge, are there any problems relating to any common area?
 Have you been notified of any condition which may result in an increase in assessments?
 Comments: _____

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
✓ none _____ negotiable
 _____ Other (please describe): _____

Seller's Initials

Buyer's Initials

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 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.

Sonya J. Johnson 3-1-23
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 _____ years and am not familiar with all conditions represented in this form.

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 _____

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Seller's Initials SJ

Buyer's Initials _____



McCurdy
REAL ESTATE & AUCTION

WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 2319 SW Adams Rd - Towanda, KS 67144

DOES THE PROPERTY HAVE A WELL? YES X NO

If yes, what type? Irrigation X Drinking Other

Location of Well: West of Barn

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

If yes, what type? Septic Lagoon X

Location of Lagoon/Septic Access: West of Home

Sonya J. Johnson trustee
Owner

7-6-22
Date

Owner

Date



CALL BEFORE YOU WIRE FUNDS

PROTECT YOUR MONEY WITH THESE TWO STEPS

1. At the first meeting with your Realtor®, obtain the phone number of your real estate agent and your escrow officer.
2. PRIOR to wiring funds, call the known phone number to speak directly with your escrow officer to confirm wire instructions.

WHAT TO EXPECT FROM SECURITY 1ST TITLE WHEN YOU WIRE FUNDS.

1. To protect your business and customer's information, we will only provide wire instructions to the customer.
2. We will NOT randomly send wire instructions without a request from the customer.
3. We will NOT provide wire instructions if we do not have a signed **Wire Fraud Alert Form** for the party requesting the wire instructions.
4. We will NOT change the wire instructions in the middle of the transaction.
5. If a Buyer/Seller does receive wire instructions:
 - Wire instructions will be given verbally over the phone or sent securely via secured email.
 - The customer needs to verify our phone number at a trusted source like our website, security1st.com
 - Before sending funds, they need to call the verified office number to verify the wire instructions.

**NEVER WIRE FUNDS WITHOUT FIRST CALLING A KNOWN NUMBER FOR YOUR ESCROW OFFICER
TO CONFIRM THE WIRE INSTRUCTIONS. DO NOT RELY ON EMAIL COMMUNICATIONS.**

The undersigned, hereby authorizes Security 1st Title to communicate regarding my real estate closing transaction via electronic communications (cell phone number, e-mail or text message). I understand that this means Security 1st Title will only communicate with me via the authorized cell phone number and email address listed below.

I also acknowledge receipt of this notice and the risks associated with, and the vulnerabilities of electronic transfer of funds. The undersigned further agree that if electronic transfer of funds is utilized in this transaction, they hereby hold Security 1st Title harmless from all claims arising out of inaccurate transfer instructions, fraudulent taking of said funds and/or any other damage relating to the conduct of third parties influencing the implementation of transfer instructions.

Buyer/Seller Name

Buyer/Seller Name

Authorized Email Address

Authorized Email Address

Authorized Phone Number

Authorized Phone Number

Property Address

File Number

FOR MORE INFORMATION ON WIRE-FRAUD SCAMS OR TO REPORT AN INCIDENT, PLEASE REFER TO THE FOLLOWING LINKS:

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

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



AVERAGE MONTHLY UTILITIES

MISCELLANEOUS INFORMATION

Property Address: 2319 SW Adams Rd - Towanda, KS 67144 (the "Real Estate")

Please provide below, to the best of your knowledge, the requested information related to the Real Estate.

	Utility Provider Company	12 Month Avg
Electric:	<u>Butler Electric Co-Op</u>	<u></u>
Water & Sewer:	<u>Butler Rural Water District #5, Lagoon</u>	<u></u>
Gas Propane:	<u>Propane</u>	<u></u>

If propane, is tank owned or leased? Owned Leased

If leased, please provide company name and monthly lease amount:

Appliances that Transfer:

Refrigerator?	<u>Yes</u>	No
Dishwasher?	<u>Yes</u>	No
Stove/Oven?	<u>Yes</u>	No
Microwave?	Yes	<u>No</u>

Washer?	Yes	<u>No</u>
Dryer?	Yes	<u>No</u>
Other?	<u></u>	

Homeowners Association: Yes No

Dues Amount: Yearly Monthly Quarterly

Initiation Fee:

Are there any permanently attached items that will not transfer with the Real Estate (e.g. projector, chandelier, etc.)? NONE

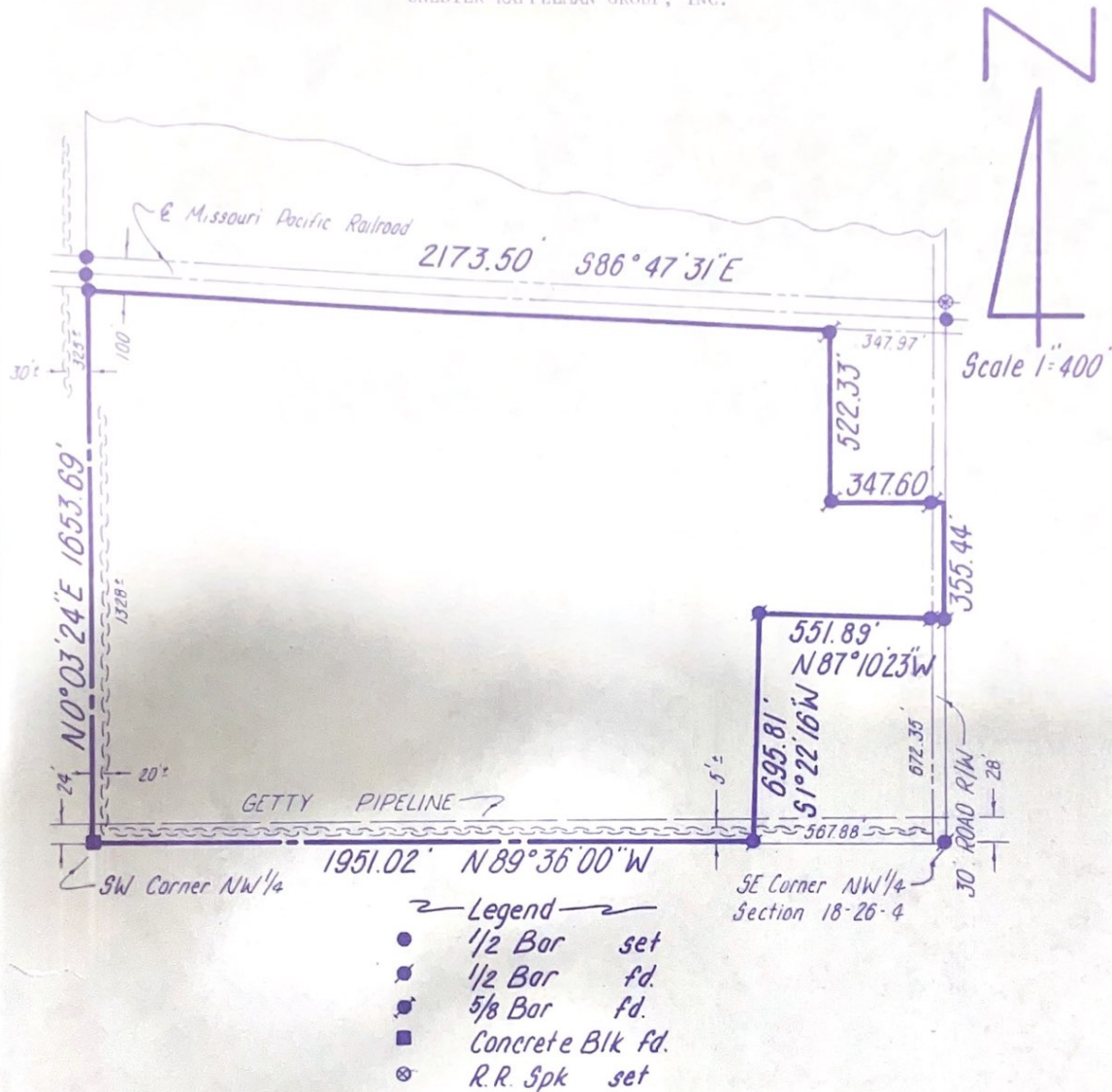
Information provided has been obtained from a variety of sources. McCurdy has not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness.

T. L. FARMER

P. O. BOX 166
EL DORADO, KANSAS
67042

LICENSED PROFESSIONAL ENGINEER
LICENSED SURVEYOR

PLAT OF SURVEY
FOR
CHESTER-KAPPELMAN GROUP, INC.



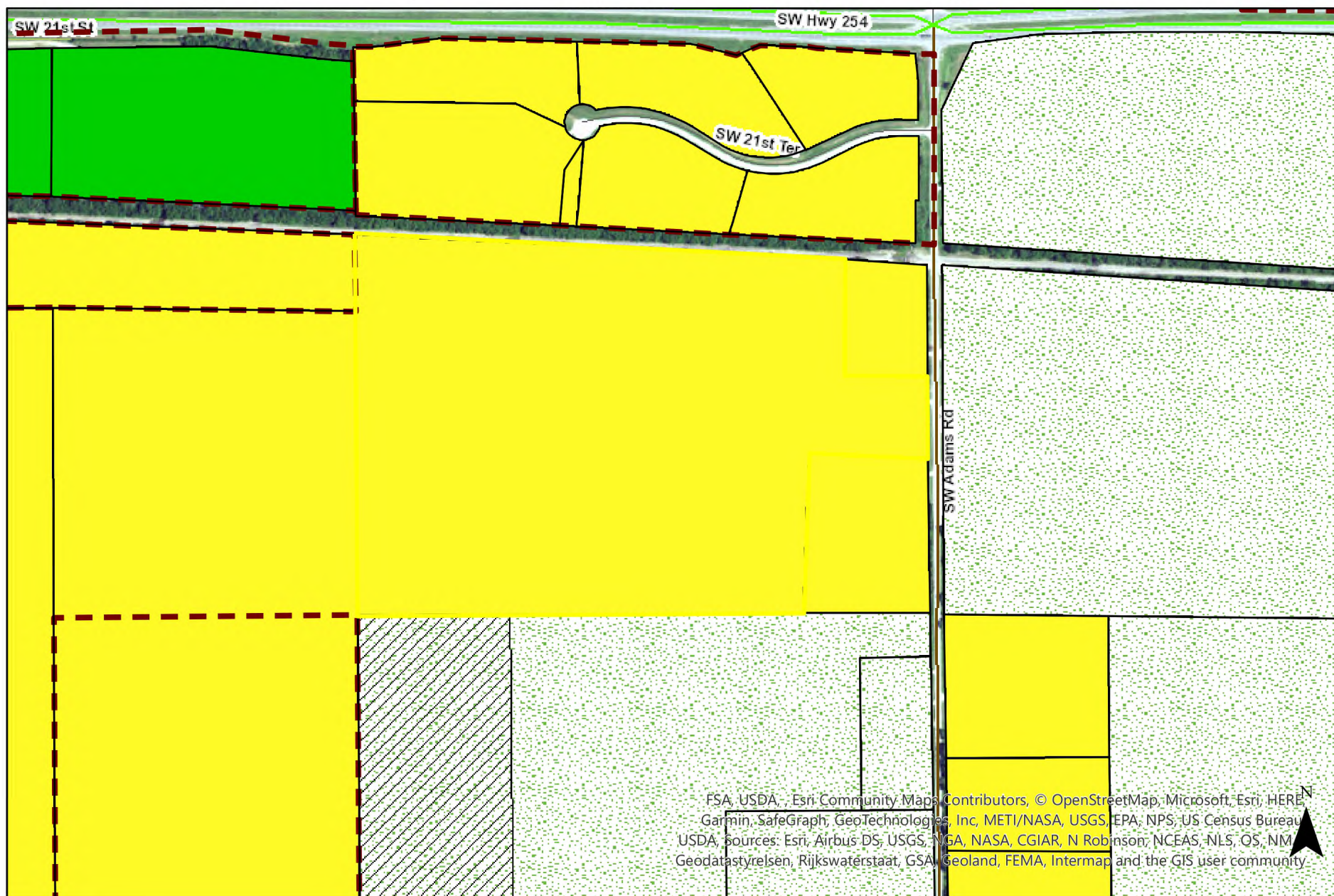
I, T. L. FARMER, P.E., DO HEREBY CERTIFY THAT THIS IS TRUE AND CORRECT PLAT OF SURVEY MADE BY ME DESCRIBED AS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE NW 1/4 SECTION 18-T26S-R4E IN BUTLER COUNTY, KANSAS THAT BEARS N 89°36'00" W 567.88 FEET FROM THE SOUTHEAST CORNER THEREOF, THENCE CONTINUING ALONG THE SOUTH LINE 1951.02 FEET TO THE SOUTHWEST CORNER OF SAID NW 1/4, THENCE N 0°03'24" E ALONG THE WEST LINE OF SAID NW 1/4 1653.69 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE MISSOURI PACIFIC RAILROAD, THENCE S 86°47'31" E ALONG SAID RIGHT-OF-WAY LINE 2173.50 FEET TO A POINT, THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID NW 1/4 522.33 FEET, THENCE EAST AT RIGHT ANGLES TO SAID EAST LINE 347.60 FEET TO THE EAST LINE, THENCE SOUTH ALONG SAID EAST LINE 355.44 FEET TO A POINT 672.35 FEET NORTH OF THE SOUTHEAST CORNER NW 1/4, THENCE N 87°10'23" W A DISTANCE OF 551.89 FEET TO A POINT, THENCE S 1°22'16" W A DISTANCE OF 695.81 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 79.13 ACRES, PUBLIC ROAD INCLUDED.

APRIL 17, 1984
20" THEO, EDM
STEEL TAPE
RURAL TYPE B

T. L. Farmer
LICENSED PROFESSIONAL ENGINEER



2319 SW Adams Rd, Towanda, KS 67144 - Zoning - Rural Residential



County Boundary

Parcel_Data

BLDG_LL

Subdivisions

Condo_Boundaries

RoadCenterline

CITY CITY

COUNTY ASPHALT COUNTY ASPHALT

This map is intended for informational purposes only. It should not be used in lieu of a survey to determine property boundaries.

National Flood Hazard Layer FIRMMette



97°2'29"W 37°47'42"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		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped



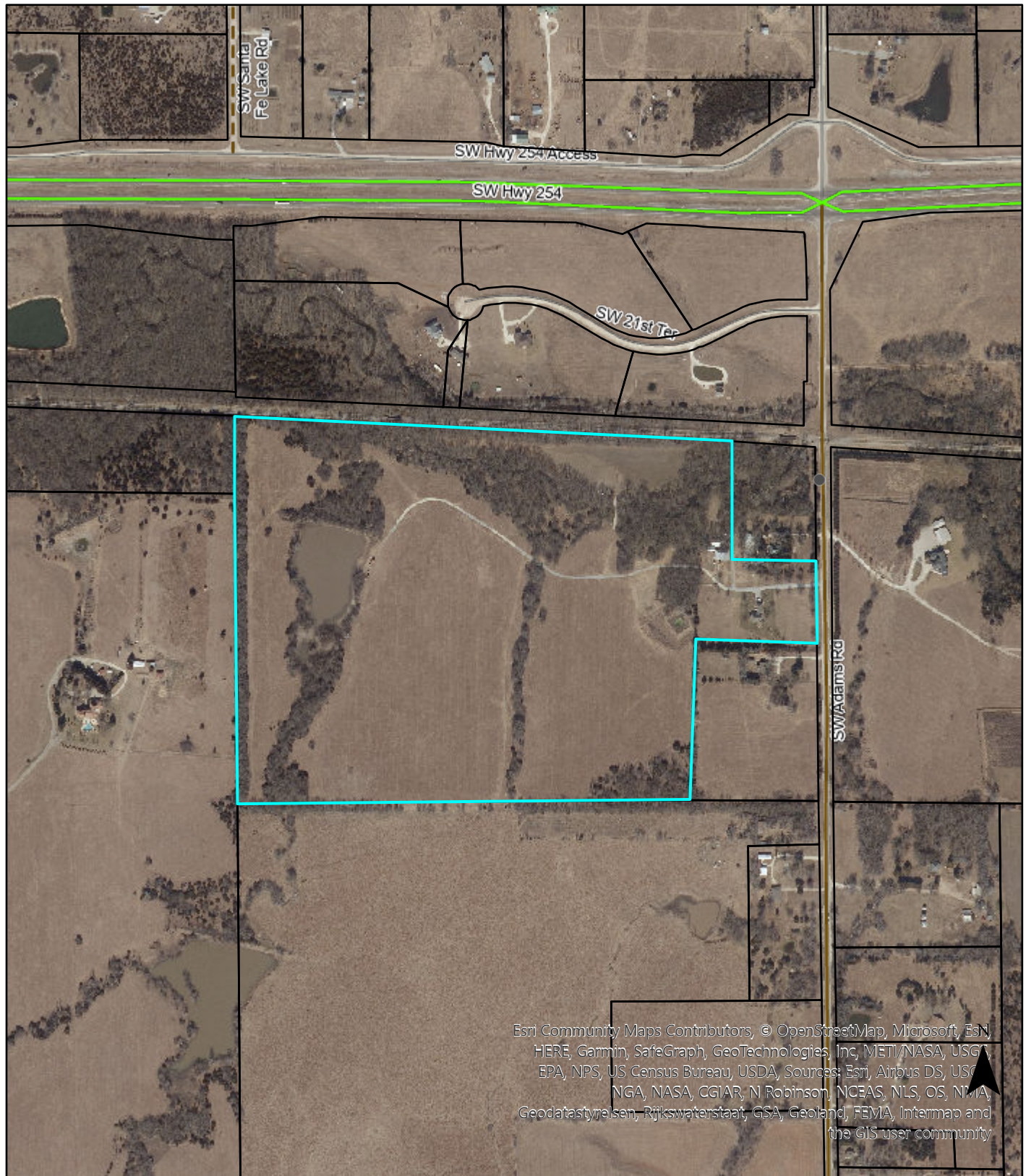
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

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 **6/30/2022 at 4:14 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.

2319 SW Adams Rd, Towanda, KS, 67144 | Aerial



- County Boundary
- Parcels_Data
- BLDG_LL
- Condo_Boundaries

- RoadCenterline**
- | | |
|---|-----------------|
| CITY | CITY |
| COUNTY ASPHALT | COUNTY ASPHALT |
| COUNTY GRAVEL | COUNTY GRAVEL |
| KANSAS TURNPIKE | KANSAS TURNPIKE |

This map is intended for informational purposes only. It should not be used in lieu of a survey to determine property boundaries.

TERMS AND CONDITIONS

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

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



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

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

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

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)*

