

AUCTION ADDITIONAL DATA FORM

- ADVERTISING START DATE: RM: April 21 (4 wks) SUNDAY HUTCH: — 2 WKS 3 WKS
- ADVERTISE WEEK OF AUCTION: (Y) N
- ADDITIONAL ADVERTISING: —
- COMMERCIAL ADVERTISING: Y (N) BUSINESS JOURNAL START DATE — 1 WK 2 WKS
- EARNEST MONEY \$: 20 k
- PERSONAL PROPERTY: Y (N) TIME PP AUCTION START?: —
- OPEN HOUSE: Y (N) TIME OPEN FOR INSPECTION PRIOR TO AUCTION: All time
- DATA FORM FILLED OUT: Y N
- BROKER COOP %: —
- REMARKS: —
—
—
—
- TITLE COMPANY: Security 1st CLOSING OFFICE LOCATION: Wichita
- TRACTS: MORE THAN ONE OFFERING: Y (N) COMBINED: Y (N)
- DIRECTIONS: —
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—
—
- PROPERTY DISCLOSURE PROVIDED BY SELLER: (Y) N
- ORDER FSA REPORTS: Y N ENVIRONMENTAL REPORTS: Y N
- MISC: —
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REAL ESTATE BROKERAGE RELATIONSHIPS BROCHURE



Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

Types of Brokerage Relationships: A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

Seller's Agent: The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees at the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

Buyer's Agent: The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees at the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

A Transaction Broker is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

Duties and Obligations: Agents and transaction brokers have duties and obligations under K.S.A. 58-30,106, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

An Agent, either seller's agent or buyer's agent, is responsible for performing the following duties:

- promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- protecting the client's confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the client to obtain expert advice
- accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- disclosing to the other party all adverse material facts actually known by the agent

The transaction broker is responsible for performing the following duties:

- protecting the confidences of both parties
- exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- disclosing to the parties all adverse material facts actually known by the transaction broker

Agents and Transaction Brokers have no duty to:

- conduct an independent inspection of the property for the benefit of any party
- conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

General Information: Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.

Licensee

Supervising/branch broker

Riggin & Co.
Real estate company name approved by the commission

Melissa P. Pinner / Mark Hageman
Buyer/Seller Acknowledgement (not required)

Approved by the Kansas Real Estate Commission on October 10, 2017



EXCLUSIVE AGENCY LISTING AGREEMENT – ADDENDUM
REAL ESTATE AUCTION

Listing Date: 4-9-25 Sale Date: 5-15-25 Sale Time: 6 AM/PM SITE: ?

ADDRESS: _____

LEGAL DESCRIPTION: _____

Agent Referral: Yes ☐ No ☒

Auction Type: Absolute ☐ Seller's Confirmation ☒

10% Buyer's Premium: Yes ☐ Offer to Buyer Agents ☐ % Referring Agent ☐ %

Non-Buyer Premium: Yes ☒ Listing 5 % Variable Selling Agent — % Offer to Buyer Agent 1 %

Minimum Listing Broker Commission: \$ 5000 Minimum Buyer Agent Fee: \$ —

Advertising Fee: \$ 1750 Paid Now ☒ Paid Later ☐ Explain _____

Lockbox: Yes ☐ No ☒ Property Disclosure: Yes ☒ No ☐ No-Sale Fee: \$ 1,000

On-Line Bidding Available: Yes ☒ No ☐ More than One Tract: Yes ☐ No ☒ Individually ☐ Combined ☐

Misc. Terms: _____

SELLER(S) hereby represents and warrants that SELLER(S) is the owner of record of the property or has the written authority, attached, to execute on behalf of owner of record and said SELLER has the capacity to convey merchantable title upon closing.

In consideration of services to be performed by the BROKER (Riggin and Company), Seller authorizes and gives the BROKER the exclusive irrevocable right and privilege to sell at public auction the property. All Marketing from the "Effective Date", until the Date and Time of Auction shall reference that the Property is for "Sale at Auction". The property is offered for sale at a price to be determined at public auction. Sale of the property will be conducted "as is, where is". SELLER authorizes BROKER to input the property into the local area MLS as an upcoming auction listing. New Listings will not be input into the MLS as active until all marketing materials have been created and approved by listing agent and marketing process has started for local advertisements.

The Broker Fee is a fee for services rendered established by the parties to this Agreement. It is not fixed, controlled, recommended or set by law, by any multiple listing service, association REALTORS, or any other person not a party to this Agreement. The Broker Fees are set by each broker individually and are fully negotiable between SELLER and BROKER.

SELLER understands and consents to Broker marketing an offer of cooperation and/or compensation to other brokers. To that end, Broker is authorized to offer a portion of Broker Fee to the cooperating broker as indicated.

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CANCELLATION OF CURRENT LISTING/NEW LISTING AUTHORIZATION (IF REFERRAL):

SELLER(S) will direct REFERRING AGENT to immediately withdraw the property from MLS and cease marketing the property, upon full execution of this agreement, hereby referred to as the "EFFECTIVE DATE".

SELLER(S) will direct REFERRING AGENT to add to the Private Remarks of withdrawn listing: "THIS PROPERTY IS BEING OFFERED BY AUCTION ON (sale date). A COMMISSION WILL BE OFFERED TO A PREREGISTERED BUYER AGENT/BROKER WHOSE BUYER PURCHASES SUCCESSFULLY, IF APPLICABLE." Preregistration materials are available from RIGGIN AND COMPANY.

SELLER(S) Directs BROKER to List Property per New Listing Agreement. The listing agreement will have an expiration date 15 calendar days following the sale date and REFERRING AGENT may re-list on day 16 if the property has not gone under contract. (All per terms of previous listing agreement between SELLER(S) and REFERRING AGENT.)
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Definitions:

Subject to Seller Confirmation – The property is selling if the price is acceptable. In an auction, the seller is not typically required to disclose the reserve price to potential buyers. If the reserve price is not met, the seller is not required to sell the item, even to the highest bidder. The seller reserves the right to accept or reject the final bid.

Absolute Auction - Property has no minimum and no reserve. The SELLER does NOT reserve the right to accept or reject the final bid. Seller may not bid, or have someone else bid on his or her behalf, at an absolute auction. SELLER shall not accept, nor direct the Auctioneer to accept, bids after the close of the auction. No offers shall be submitted or accepted prior to the Date and Time of Auction.

With Minimum or Reserve – Seller sets minimum reserve ahead of time and advertises the amount. (Rare)

Variable Selling Agent Commission – If Applicable, variable commissions are determined by the Selling Agent. If the Property is sold with a Cooperating Broker than the Listing Commission is an additional agreed upon %. If there is no cooperating Broker than the Listing Commission is at a lower/different agreed upon %.

The BROKER does not represent, warrant, or guarantee the sale of the Property or what the final bid amount will be. SELLER gives the Auctioneer the right to establish all bidding increments.

It is mutually agreed that the property will be sold to the highest bidder unless Seller authorizes a reserve. If a bid price or offer (including Buyer's premium, if any) equals or exceeds the reserve price, or SELLER authorizes AUCTIONEER to accept the bid price or offer, the commission and fees agreed to in this listing are earned by the BROKER/AUCTIONEER.

The "Effective Date" of this Agreement is the date the last party executes this Agreement. This Agreement shall remain in effect until either the expiration of the listing agreement or for ninety (90) days after the effective date, whichever is later.

If a purchase agreement is prepared by the BROKER and entered into by the SELLER as a result of the Auction during the term of this agreement, BROKER will be representing the SELLER through the closing of the transaction and the termination thereof shall extend to and include the date of closing under said purchase agreement as to the purchasers only. The listing agent(s) are not permitted to represent buyers, but other agents working for BROKER may, as long as there are no conflicts.

BROKER agrees to advertise and generally market the property (via web, email, mail and any/all other marketing tools available, at the Broker's discretion) prior to the auction and with the understanding that the property is to be sold at the Auction. SELLER(S) shall pay any and all agreed to advertising expenses regardless of the sale of the property. A detailed listing of the advertising expenses can be provided to the SELLER(S) following the completion of the marketing campaign. In the event that advertising costs were collected in advance and the total is to be greater than the estimate collected, BROKER will pay for the additional advertising unless SELLER agrees in writing to pay for the additional amount. Excess marketing money will be reimbursed at closing.

SELLER authorizes BROKER to put up an Auction Advertising Sign on the property and remove all other signs during the terms of this agreement.

SELLER authorizes BROKER to enter the property at reasonable times for showings and inspections.

Buyer's Premium. BROKER will collect a Buyer's Premium from the Buyer for commission including cooperating agent's commissions (if applicable). The Buyer's Premium on the property described in this agreement is in the amount of **10%** of the bid amount. If the Buyer's Premium is less than BROKER minimum, then the SELLER(S) agrees to pay the BROKER the difference between the amount of Buyer's Premium collected and the minimum amount. Agent cooperation is

recognized and a commission will be paid to Buyer's Agent pre-registering the successful buyer by the registration deadline.

Any offers received before or after the Auction (up to 15 days following the "Auction Date") will be subject to the Buyer's Premium. In the event that a Purchase contract is not entered into by the parties of this Agreement within 15 days following the "Auction Date" then the **Buyer's premium will no longer apply** and the SELLER shall pay the listing agreement rate at closing: (unless the auction was referred, in this case the auction listing may be cancelled).

The SELLER agrees that the Buyer's Premium or Commission Rate shall be paid if the BROKER produces a ready, willing and able buyer for the property subject to the terms stated, or later agreed upon, or if the sale, or exchange of the property is made by the SELLER or any other person, during the term of this Agreement or if the property is sold, exchanged, conveyed, or otherwise transferred within 60 days after the termination of this Agreement or any extension thereof to anyone with whom the agent has negotiated or to whom the agent has exposed the property prior to final termination, provided SELLER has received notice in writing, including the names of prospective purchasers, before or upon termination of this agreement or extension thereof. SELLER authorizes the deduction of Buyer's Premium or Commission Rate from the proceeds at closing.

The BROKER will present a contract for Purchase and Sale of Real Estate ("Contract") to the highest bidder after the close of the Auction and the SELLER shall sign the Contract. If the highest bidder fails or refuses to execute the Contract, then the BROKER and/or LISTING AGENT shall be permitted to contact other bidders and SELLER agrees to execute a Contract with any bidder whose bid is equal to or greater than the highest bidder's bid for 15 days from the sale date. The BROKER, LISTING AGENT, AUCTIONEER and Broker's Agents, employees or independent contractors shall not, under any circumstances, be held liable to either the SELLER or a prospective Buyer for either party's failure or refusal to sign the Contract. SELLER agrees to indemnify and hold harmless BROKER from and against any claims, losses, damages, liabilities, Attorney's fees, or expenses whatsoever arising from SELLER or prospective Buyer's failure or refusal to sign the Contract. The provisions in this paragraph shall survive the termination of this Agreement.

The BROKER is not responsible for vandalism, theft, or damage of any nature to the property.

The LISTING AGENT shall be representing the SELLER(S) in the Transaction contemplated by this Agreement. Unless otherwise agreed to in writing by all parties of this Agreement, SELLER(S) acknowledges that BROKER, LISTING AGENT, AUCTIONEER and BROKER's Agents owe no duty to conduct an independent inspection of the property or to conduct an independent investigation of SELLER(S)'s financial condition, and owe no duty to independently verify the accuracy or completeness of any statement made by SELLER or any qualified third party.

SELLER Agrees to provide the Buyer(s) of the property with evidence of clear title, inspection reports, if any, and disclosure of any known material defects. The BROKER shall order Preliminary Title Work immediately upon completion of this agreement. If SELLER cannot provide clean and clear title prior to auction, SELLER is responsible for any and all expenses incurred prior to the auction date and sale will not take place.

SELLER agrees and understands that the BROKER may accept a deposit, known as Earnest Money, to be applied against the Purchase Price and to place that deposit into an account with the Title Company performing the Preliminary Title Work unless otherwise agreed to in writing between the parties of this Agreement. Seller also agrees to divide equally with the BROKER any earnest money deposited with a contract and forfeited by a buyer, but not in excess of the amount to which the BROKER would be entitled had the transaction closed.

In the event of any cancellation of the Auction by the SELLER, SELLER shall reimburse BROKER the NO SALE FEE and any other costs incurred by BROKER as set forth in this agreement within 30 days after cancellation.

If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended except by a written instrument duly executed by all parties. This Agreement and all covenants, provisions and conditions herein contained shall insure to the benefit of and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto. The parties agree that the listing agreement is hereby amended and modified to conform to the provisions of this Agreement. If any of the terms or provisions of the listing agreement conflict with the provisions of this Agreement, the provisions of this Agreement shall control.

This Agreement shall be governed and construed according to the laws of the State of Kansas. Exclusive venue for all disputes lies in Sedgwick County, Kansas. The parties submit to and accept the jurisdiction of such court.

THIS PROPERTY WILL BE OFFERED, SHOWN AND MADE AVAILABLE FOR INSPECTION AND SALE TO ALL PERSONS WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN.

SELLER agrees to keep property insured and with utilities (if applicable) active until day of closing unless other arrangements have been made in writing between the parties of this Agreement.

Carefully read the terms before signing. When signed by all parties, this document becomes part of a legally binding contract. If not understood, consult an attorney before signing.

SELLER hereby acknowledges receipt of a copy of this agreement.

Seller: Molly L. Perser Print: Molly L. Perser Date: 4-9-2025

Seller: Mark L. Hageman Print: Mark L. Hageman Date: 4-9-2025

LISTING AGENT: Sign: [Signature] Print: Rusty Riggan Date: 4-9-2025

BROKER: Riggan and Company By: [Signature] Print: Rusty Riggan Date: 4-9-2025

SIGNATURE BY FAX, ELECTRONIC MAIL AND IN COUNTERPART, AGREEMENT TO USE ELECTRONIC SIGNATURES: Signatures to this Contract may be transmitted by electronic mail (such as a PDF) and signed in counterpart, on separate pages, which may then be assembled as the complete agreement of the parties. In addition, Buyer and Seller agree this transaction may be conducted through electronic means in accordance with the Kansas Uniform Electronic Transactions Act.



Document created:

July 2019

CYBER FRAUD PROTECTION NOTICE

- 1. ALERT.** As a participant in a real estate transaction, you need to be aware of cyber fraud threats and exercise caution when exchanging money and information with other parties or entities involved in the transaction. Cyber criminals specifically target real estate transactions because money and personal information is being exchanged.
- 2. SOPHISTICATED CYBER CRIMINALS.** These criminals are highly sophisticated and will try to hack into a participant's email account to obtain information about upcoming real estate transactions. Participants that are vulnerable can include sellers, buyers, real estate agents, real estate brokers, title companies, attorneys, closing agents, and financial institutions.
- 3. POSSIBLE CRIMINAL TACTICS.** Criminals could:
 - a) Hack into your email account or the account of another party or participant in the transaction to gain information about the real estate transaction;
 - b) Spoof, imitate or slightly alter an email address of a party or participant in the transaction;
 - c) Send a fraudulent email with wiring instructions or routing information so the funds are directed to an account controlled by the criminal and not the intended recipient of the funds.
- 4. EXERCISE CAUTION.** Exercise caution when wiring or transferring funds. Even if appearing legitimate, if you receive wiring instructions, especially by email, do not send money to that account without verification.
 - a) Independently verify wiring instructions, including the bank routing number and account number by calling the intended recipient of the funds. Do not reply or send an email to verify wiring information as it may be intercepted and replied to by a criminal.
 - b) Do not use the phone number provided in the communication containing the instructions. Use a phone number from another source such as a company website or phone directory.
- 5. FORM NOTICE AND RECOMMENDATION FOR INDEPENDENT LEGAL ADVICE.** This notice has been prepared by the legal counsel of the Kansas Association of REALTORS® for exclusive use by its REALTOR® members. The warnings and recommendations contained within are not exhaustive and are not intended to be legal advice. If not understood, the Kansas Association of REALTORS® and the BROKER recommend that you seek independent legal advice.

ACKNOWLEDGEMENT OF RECEIPT

I acknowledge receipt of this notice and the above information:

_____	<i>Mark Hageman</i>	<i>4-9-2025</i>
BUYER	DATE SELLER Mark Hageman	DATE
_____	<i>Molly Perser</i>	<i>4-9-2025</i>
BUYER	DATE SELLER Molly Perser	DATE



DISCLOSURE OF SELLER'S ESTIMATED CLOSING COSTS

Document updated:
April 2014

Mark Hageman Molly Perser
SELLER
0000 S Rayl Road Mount Hope KS 67108
PROPERTY ADDRESS

RUSTY RIGGIN
NAME OF REAL ESTATE LICENSEE ASSISTING THE SELLER
4-9-25
DATE

6-15-25
ESTIMATED CLOSING DATE

SALES PRICE:

\$ 736,000 (@ *SK/ALRE)

TOTAL ESTIMATE OF CLOSING COSTS:

\$ 106387
\$ 50,000
\$ 500.00
\$ 500.00
\$ 36,500 + 7300
\$ 837
\$ 1750 (PREPAID)

Existing First Mortgage Loan Balance
Existing Second Mortgage Loan Balance
Amount of Other Encumbrances on the Property (i.e. judgments and liens)
Title Insurance Premiums
Closing and Document Preparation Fees
Real Estate Brokerage Fees
BUYER'S Costs Paid by SELLER in Transaction
Loan Discount Points @ _____ % of Mortgage Loan Amount
Loan Costs Prohibited to be Paid by BUYER on Certain Government Loans
Overnight Delivery of Documents
Home Warranty Plan
Property Inspection
Estimated Property Repairs
Wood Infestation Inspection
Estimated Wood Infestation Treatment
Sewage System/Water Inspection
Interest Proration: _____ days @ \$ _____ per day
Tax Proration: _____ days @ \$ 5.07 per day
Other (taxes about \$1850/yr)
Other MARKETING

ESTIMATED NET PROCEEDS TO SELLER:

\$ 662,613

All information provided above is based on information provided by third parties and the BROKER does not warrant or guarantee the accuracy of any of the information contained in this Disclosure of SELLER'S Estimated Closing Costs. SELLER agrees that the estimates contained in this document cannot be relied upon by the SELLER in determining whether to sell the Property.

Mark Hageman 4-9-2025
SELLER Mark Hageman DATE
Molly Perser 4-9-2025
SELLER Molly Perser DATE

Rusty Riggin 4-9-25
REAL ESTATE LICENSEE ASSISTING THE SELLER DATE
RUSTY RIGGIN