# Morris Yoder Auctions Morris Yoder Listing Agent 620-899-6227

0000 E GREENFIELD RD HAVEN, KS 67543



REAL ESTATE AUCTION—LIVE WITH ONLINE BIDDING

**TUESDAY, AUGUST 5, 2025 @ 6:00 PM** 

AUCTION LOCATED AT HERITAGE TOURS BUILDING 9809 S MAIN ST, YODER, KS 67585

### 80 +/- ACRES - PREMIUM FARM GROUND

~ Type 1 & 2 Soils!

~ Highly Productive Level Ground

Established South Tree Row

**TERMS & CONDITIONS: REAL ESTATE:** \$10,000.00 Non-refundable earnest money deposit. Property sells "as is" with no financing contingencies. Title Insurance & closing fee split 50/50 between Buyer and Seller. 30 day Close. Current taxes of \$1,069.32 will be prorated. Please contact Riggin and Company at 620-888-5597 or 316-773-3535 for more information or visit **www.rigginco.com/** VIEW AUCTIONS for additional pictures and Bidder Packet.

### Sale by order of Kathy J Wyer & Kim N Altvater Trusts

\*All bidders required to complete registration. Online Bidding opens July 26, 2025



### We look forward to working with you!

CALL 620-888-5597



**RIGGIN & COMPANY REAL ESTATE** 

13029 E 53rd St N, Wichita , KS 67228

MORRIS YODER • AGENT/AUCTIONEER • 620-899-6227 - RUSTY RIGGIN • BROKER/ALC • 316-633-3535

rigginco.com











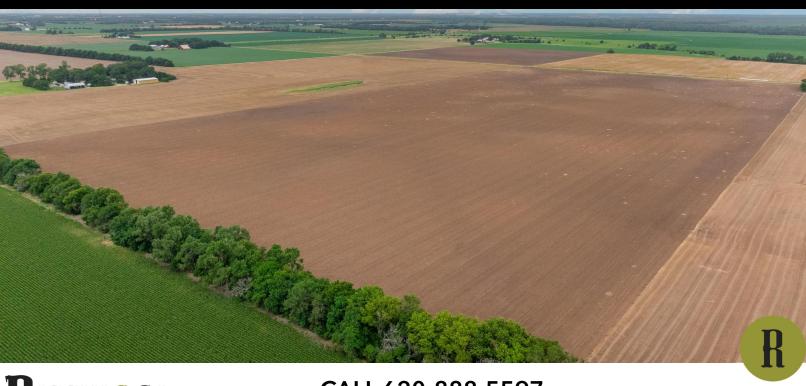


as a solicitation. All information deemed reliable, but not guaranteed.

If you have a brokerage relationship with another agency, this is not intended

MICHILA, KS 67228 13029 E 53RD 5T N

HICGIN & CO. Land · Home · Auction





CALL 620-888-5597

info@rigginhomes.com

### **RIGGIN & COMPANY REAL ESTATE**

13029 E 53rd St N, Wichita 67228 MORRIS YODER • AGENT/AUCTIONEER • 620-899-6227

RUSTY RIGGIN • BROKER/ALC • 316-633-3535



### **CUSTOM DETAIL**



MLS# 53013 Status Active Class LAND Area Haven

Address 0000 E Greenfield Rd

City Haven County Reno State KS Zip 67543

Total Acres 80.13 Asking Price \$1 Sale/Rent For Sale









### **GENERAL**

Geo Zone Haven **Virtual Tour 2** Virtual Tour 2

List Ofc 1 - Ofc Nm Ph Riggin & Company - office: 316-773-3535

Agent - E-mail rusty@rigginhomes.com Kim Altvater Trust Seller Name 1

**Listing Date** 7/9/2025

1593200000003000 Parcel ID #

Number of Acres Planted 80.00 Mineral Rights Included Yes Water Rights Included Yes Oil & Gas Rights Included Yes **Land Type** Dryland Middle School Haven Occupant Tenant **Sellers Disclosure** Yes

Ag. Relationship w/Owner Seller's Agent Requested Earnest \$ Dep. \$10,000.00 **Price Date** 7/9/2025

**Assoc Doc** 

**Take Photo** Complete **Picture Count** 26 Days On MLS 5

**Showing Instructions** Call Morris Yoder 620-899-6227 **Virtual Tour** Virtual Tour

Agent - Agt Nm Ph RUSTY RIGGIN - CELL: 316-633-3535 List Agt 2 - Agt Nm Ph MORRIS YODER - CELL: 620-899-6227

Owner Type Trust/Estate Seller Name 2 Kathy Wyer Trust 10/30/2025 **Expiration Date** Price Per Acre \$0.01 Acreage Source CH Mineral Rights Leased No Water Rights Leased No Oil & Gas Rights Leased No **Elementary School** Haven **High School** Haven Curr. Monthly Gross Rent \$0 Flood Insurance Required Unknown Preferred Title Company Security 1st Title

IDX Include Υ **Agent Hit Count** 17 **Client Hit Count** 0 **Original Price** \$1 Days On Market

**Legal Description** HAVEN TOWNSHIP, S32, T24, R04W, ACRES

80.1, E1/2 NW1/4 LESS RDWY R/W

**Driving Directions** North from K96 on Haven Rd about 1 mile to Greenfield. Left/West to property about 1/2

mile on south side.

### **FEATURES**

ADDITIONAL DOCS ON FILE Aerial

Sellers Disc. Statement **BUILDINGS/STRUCTURES** 

None **DIVIDE** Will NOT Divide

**EQUIPMENT INCLUDED** 

No

**FARM/RANCH TYPE** 

Crop **FENCING** None

**IRRIGATION TYPE** 

None LISTING TYPE

Excl. Right with Reserv. **LOT IMPROVEMENTS** None

**POSSESSION** At Closing

PROPERTY IMPROVEMENTS

None **ROAD FRONTAGE** County **ROAD SURFACE** 

Gravel **SEWER** None SOIL/LAND TYPE Sandy Loam **SURFACE WATER** None

**TERMS** Auction

Cash to Seller Conventional TITLE EVIDENCE Title Policy

**TOPOGRAPHY** Level **UTILITIES** None **WATER** None

### **FINANCIAL**

Assumable (Y/N) No **General Taxes** 1065.00 **Total Property Taxes \$** \$1,069.00 Auction (Y/N) Yes **Real Estate Only** Yes **Auction Date** 8/5/2025

Pre-Qualified Buyer (Y/N) Yes Special Taxes \$ \$4.00 Tax Year 2024 Type of Auction Sale

Minimum Sale

Real Estate & Pers. Prop. No. **Auction Start Time** 

### **MISC. FINANCIAL**

**Auction AM/PM** 

PM

### **REMARKS TO GENERAL PUBLIC**

RemPub Live Auction with Online Bidding. Tuesday, August 5th, 6pm at Heritage Tours in Yoder, KS. 80 +/- Acres of some of the best farm ground you can find anywhere. Type 1 and 2 soils. Type 1 is fairly rare and highly desirable! This piece has been highly productive for this family for generations. Very farmable with good access, nice tree row on south end and level terrain. Close to Haven road, city of Haven and not far from Yoder. Great opportunity to add a jewel to your farm, or possibly homestead here with a new home. Check county for any zoning or building restrictions. Join us for this live event in Yoder, or bid online at our company website. Property is being sold "as is, where is". It is the Buyers responsibility to inspect the property in all aspects prior to the Auction. Earnest money due in the amount of \$10,000 from Auction winning bidder and is non-refundable. The property will be open 2 hours prior to Auction time for viewing. Statements made the day of Auction take precedence over printed material (All info deemed reliable but not guaranteed. Check Schools.) More details will follow including documentation and aerial photography.

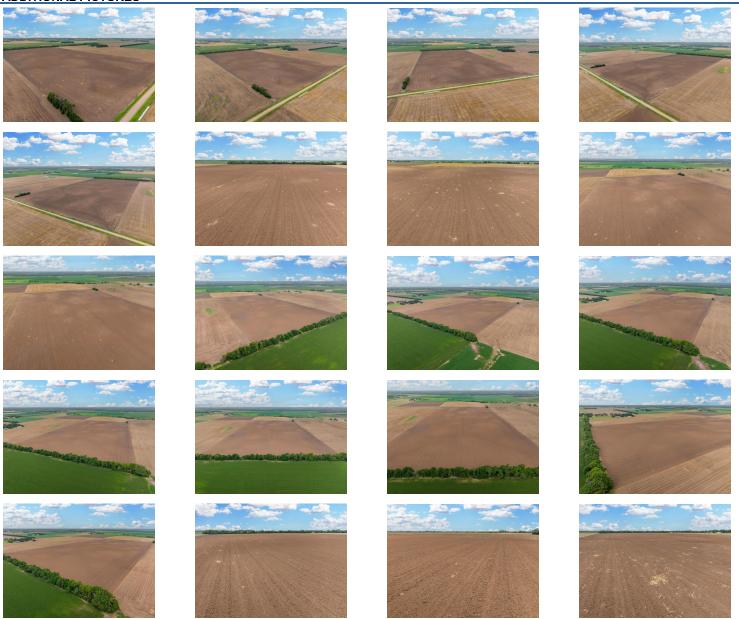
### PRIVATE REMARKS

**PriRemarks** Bid online at www.rigginco.com or attend in person. Must register for online or register in person if attending live auction. Call Anjanette at 316.633.2260 with questions regarding online bidding or other technical info. Call Agent Morris Yoder with questions about the property.

### **TERMS OF SALE**

Terms of Sale 1. Property is being sold "as is, where is" and is not subject to any financing contingency or conditions. All inspections must be completed prior to the Auction. 2. Owner's Title Insurance and Closing Fee to be split 50/50 by Buyer(s)/Seller(s). 3. Earnest Money is Non -Refundable and due day of Auction with completed contract. 4. 30 day close 5. On-line Bidding Available with registration. We may require Proof of Funds. 6. Fall crop, if any, has not been determined, so possession will depend on crop. No crop or rent/payments will transfer to the buyer.

### **ADDITIONAL PICTURES**









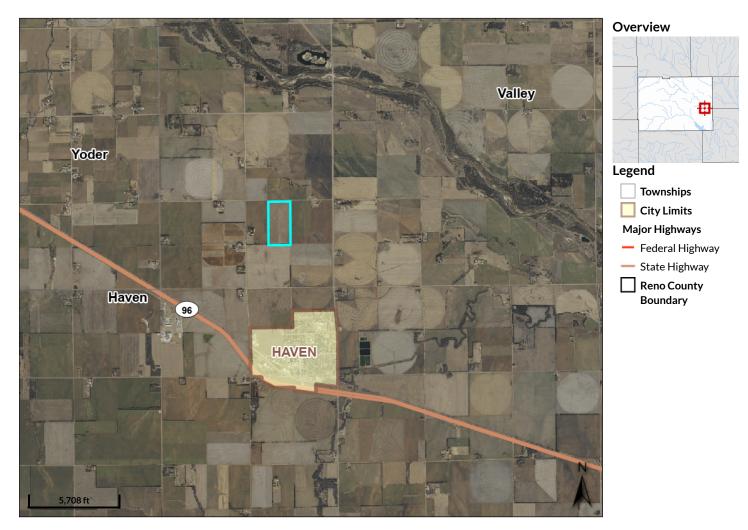




### DISCLAIMER

This information is deemed reliable, but not guaranteed.





Parcel ID1593200000003000Alternate IDR27997Owner AddressWYER, KATHY J TRUST & ALTVATER, KIM N TRUST

Sec/Twp/Rng32-24-04WClassA - Agricultural Use2505 E 56TH AVEProperty AddressE GREENFIELD RDAcreage80.1HUTCHINSON, KS 67502

Haven

District 28

Brief Tax Description HAVEN TOWNSHIP, S32, T24, R04W, ACRES 80.1, E1/2 NW1/4 LESS RDWY R/W

(Note: Not to be used on legal documents)

Date created: 6/30/2025 Last Data Uploaded: 6/27/2025 8:56:55 PM



### Reno County, KS

### **Summary**

Parcel ID 1593200000003000

Quick Ref ID R27997

**Property Address** E GREENFIELD RD

HAVEN, KS 67543

HAVEN TOWNSHIP, S32, T24, R04W, ACRES 80.1, E1/2 NW1/4 LESS RDWY R/W **Brief Tax Description** 

(Note: Not to be used on legal documents)

Taxing Unit Group 287 Lot Size (SF) N/A Acreage 80.13

**Property Class** Agricultural Use

Zoning

Lot Block Subdivision --- HAVEN TOWNSHIP

32-24-04W S-T-R Deed Book & Page 614 - 43; Neighborhood 060.1

### Owner

**Primary Owner** 

Wyer, Kathy J Trust & Altvater, Kim N Trust

2505 E 56th Ave Hutchinson, KS 67502

### Ag Acreage

				Details:				Summary:	
Ag Type	Ag Acres	Ag Soil	Non-irrigated Base Rate	Non-irrigated Adjusted Rate	Irrigated Base Rate	Irrigated Adjusted Rate	Total Value	Dry Land Acres Irrigated Acres	80.13
DR	50.69	5867	305	305	0	0	15460	Native Grass Acres	
DR	23.04	5868	267	267	0	0	6150	Tame Grass Acres Total Ag Acres	80.13
DR	6.05	5925	305	305	0	0	1850	Total Ag Value	23470.00
DR	0.35	WST	10	10	0	0	10		

### **Valuation**

		2025 Appraise	ed Value		2024 Appraise	ed Value
Г	-		D. H.P.			

Class	Land	Building	Total	Class	Land	Building	Total
Α	\$23,470	\$0	\$23,470	Α	\$25,110	\$0	\$25,110
Total	\$23,470	\$0	\$23,470	Total	\$25,110	\$0	\$25,110

### **Historical Valuations**

2023 Appraised Value	2022 Appraised Value

	ZOZO / tppi disc	u value		ZOZZ / ippi discu value				
Class	Land	Building	Total	Class	Land	Building	Total	
Α	\$27,860	\$0	\$27,860	Α	\$29,450	\$0	\$29,450	
Total	\$27,860	\$0	\$27,860	Total	\$29,450	\$0	\$29,450	

No data available for the following modules: Market Land Info, Residential Information, Mobile Home Information, Commercial Information, Other Buildings, Other Buildings Components, Building Permits, Historical Valuations (Con't), Photos, Sketches.

Disclaimer: The information in this web site represents current data from a working file which is  $updated\ continuously.\ Information\ is\ believed\ reliable, but\ its\ accuracy\ cannot\ be\ guaranteed.$ No warranty, express or implied, is provided for the data herein, or its use.

Contact Us



| <u>User Privacy Policy</u> | <u>GDPR Privacy Notice</u> Last Data Upload: 6/27/2025, 7:56:55 PM

# PROPERTY TAX INFORMATION



Return To County Website

<u>Logout</u>

### **Current Tax Information**

 Type
 CAMA Number
 Tax Identification

 RL
 159 32 0 00 00 003 00 01
 287-26207

Owner IDALTV00044WYER, KATHY J TRUST ALTVATER, KIM N TRUSTTax HistoryTaxpayer IDALTV00044WYER, KATHY J TRUST ALTVATER, KIM N TRUSTGIS MapE GREENFIELD67543Print Friendly<br/>Version

Subdivision HAVEN TWP Block Lot(s) Section 32 Township 24 Range 04

**Tract 1** 26207

Year	Statement #	Line #	Warrant #	Specials Description	Specials Payoff	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
2024	0132698	001			0.00	532.66	532.66	0.00	Yes	Yes
<u>2024</u>	0132698	002		741 EQUUS BEDS LAND	0.00	2.00	2.00	0.00	Yes	Yes

Click on underlined tax year to see payment detail.

For delinquent tax pay off amount contact Reno County Treasurer 206 W 1st Ave, Hutchinson, KS 67501, (620) 694-2938.

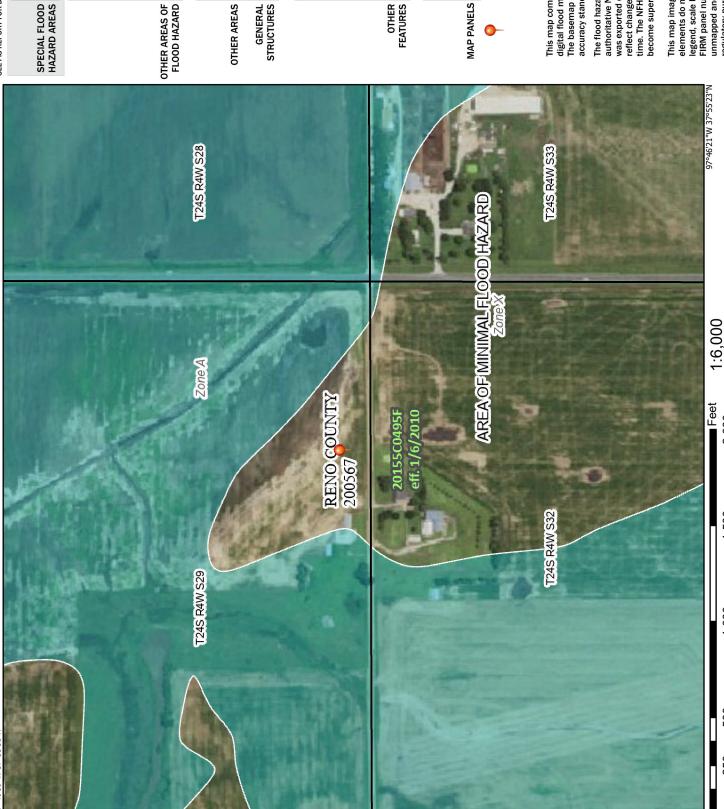
Back To Search Results

Back To Search Criteria

<sup>\* -</sup> Does not include all interest, penalties and fees.

# National Flood Hazard Layer FIRMette





# Legend

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

HAZARD AREAS SPECIAL FLOOD

With BFE or Depth Zone AE, AO, AH, VE, AR Without Base Flood Elevation (BFE)

Regulatory Floodway

0.2% Annual Chance Flood Hazard, Areas depth less than one foot or with drainage areas of less than one square mile Zone X of 1% annual chance flood with average

Area with Flood Risk due to Levee Zone D Area with Reduced Flood Risk due to Chance Flood Hazard Zone X Levee. See Notes. Zone X

**Future Conditions 1% Annual** 

NO SCREEN Area of Minimal Flood Hazard Zone X

**Effective LOMRs** 

Area of Undetermined Flood Hazard Zone D

- - - - Channel, Culvert, or Storm Sewer

GENERAL | - - - - Channel, Culvert, or Storn STRUCTURES | 1111111 Levee, Dike, or Floodwall

Cross Sections with 1% Annual Chance (B) 20.2

Base Flood Elevation Line (BFE) Water Surface Elevation Coastal Transect mm 513 mm

Limit of Study

Jurisdiction Boundary

Coastal Transect Baseline

OTHER FEATURES

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 The basemap shown complies with FEMA's basemap digital flood maps if it is not void as described below accuracy standards

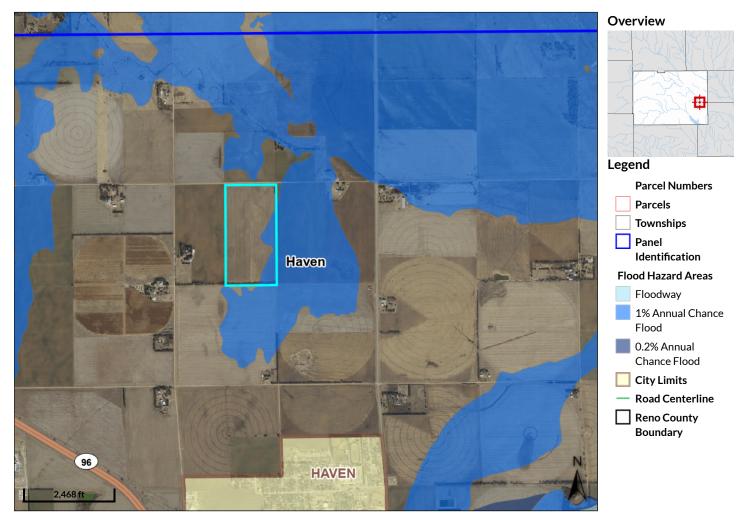
authoritative NFHL web services provided by FEMA. This map reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or The flood hazard information is derived directly from the was exported on 7/15/2025 at 1:23 AM and does not become superseded by new data over time. This map image is void if the one or more of the following map 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. elements do not appear: basemap imagery, flood zone labels,

1,500

500

250





 Parcel ID
 159320000003000
 Alternate ID
 R27997
 Owner Address
 WYER, KATHY J TRUST & ALTVATER, KIM N TRUST

 Sec/Twp/Rng
 32-24-04W
 Class
 A - Agricultural Use
 2505 E 56TH AVE

Sec/Twp/Rng32-24-04WClassA - Agricultural Use2505 E 56TH AVEProperty AddressE GREENFIELD RDAcreage80.1HUTCHINSON, KS 67502

Haven

District 28

Brief Tax Description HAVEN TOWNSHIP, S32, T24, R04W, ACRES 80.1, E1/2 NW1/4 LESS RDWY R/W

(Note: Not to be used on legal documents)

Date created: 6/30/2025 Last Data Uploaded: 6/27/2025 8:56:55 PM





## SELLER'S AGRICULTURAL LAND PROPERTY DISCLOSURE STATEMENT

Document updated: December 2014

SELLER:	Kathy J Wyer Trust	Kim N Altvater Trust
DATE:	06	6/30/2025
PROPERTY ADDRESS:	0000 E Greenfield Rd	Haven KS 67543
LEGAL DESCRIPTION:	HAVEN TOWNSHIP, S32, T24, R04W, AC	CRES 80.1, E1/2 NW1/4 LESS RDWY R/W

### Part 1. MESSAGE TO THE SELLER:

### 1. SELLER'S AGREEMENT AND AUTHORIZATIONS:

- A. This form is designed to assist you in making disclosures to the BUYER. If you have actual knowledge of a condition on or affecting the Property, then you must disclose that information to the BUYER on this SELLER'S Agricultural Land Property Disclosure Statement (the "Statement").
- B. SELLER discloses the information on this Statement with the knowledge that even though it is not a warranty or guarantee of the condition of the Property, prospective BUYER(S) may rely on the information contained in this Statement in deciding whether, and on what terms and conditions, to purchase the Property.
- C. SELLER authorizes any real estate licensees involved in this transaction to provide a copy of this Statement to any person or entity in connection with any actual or possible purchase of the Property.

### 2. SELLER'S INSTRUCTIONS:

- A. SELLER has an obligation under this Statement to:
  - (1) Review this Statement and any attachments carefully:
  - (2) Verify all the important information concerning the Property;
  - (3) Attach all available supporting documentation on the Property;
  - (4) Use explanations lines as requested and when necessary; and
  - (5) Use the explanation lines to explain when the SELLER does not have the personal knowledge to answer a question.
- B. By signing this Statement, the SELLER agrees and acknowledges that the failure to disclose known material facts about the Property may result in liability to the BUYER for fraud and misrepresentation.

### 3. SELLER'S INDEMNIFCATION OF REAL ESTATE LICENSEES:

A. SELLER agrees to hold harmless, indemnify and defend any real estate licensees involved in this transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to sell the Property.

SELLER'S INITIALS

**SELLER'S INITIALS** 

### Part 2. MESSAGE TO THE BUYER:

### 1. BUYER'S AGREEMENT AND AUTHORIZATIONS:

A. This Statement is a disclosure of the condition of the Property as it is actually known by the SELLER on the date that the Statement was signed.



B. BUYER agrees and acknowledges that this Statement is not a warranty or guarantee of any kind by the SELLER or any real estate licensees involved in this transaction regarding the condition of the Property and should not be used as a substitute for any inspections or warranties the BUYER(S) may wish to obtain on the Property.

### 2. BUYER'S INSTRUCTIONS:

- A. BUYER has an obligation under this Statement to:
  - (1) Review this Statement and any attachments carefully;
  - (2) Verify all the important information about the condition of the Property contained in this Statement;
  - (3) Ask the SELLER about any incomplete or inadequate responses;
  - (4) Inquire about any concerns about the condition of the Property not addressed on this Statement;
  - (5) Review all other applicable documents concerning the Property;
  - (6) Conduct personal or professional inspections of the Property; and
  - (7) Investigate the surrounding areas of the Property to determine suitability for the BUYER.
- B. By signing this Agreement, the BUYER agrees and acknowledges that the failure to exercise due diligence to inspect the Property and verify the information about the condition of the Property contained in this Statement may affect the ability of the BUYER to hold the SELLER liable for conditions on the Property.

### 3. BUYER'S AGREEMENT TO HOLD REAL ESTATE LICENSEES HARMLESS:

A. BUYER agrees that any real estate licensees involved in this transaction are not experts at detecting or repairing physical defects in and on the Property. BUYER agrees to hold harmless any real estate licensees involved in this lease transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to purchase the Property.

BUYER'S INITIALS BU

**BUYER'S INITIALS** 

### Part 3. GENERAL PROPERTY INFORMATION:

If Yes, please provide the results of such tests in separate documentation.  4. Does the Property have any sewage facilities on or connected to it?  If Yes, please specify: Public Sewer Private Sewer Septic System Lagoon Grinder Pump  5. If there are sewage facilities on or connected to the Property, when were they last serviced?	4. WATER AND SEWAGE SYSTEMS:
2. If the water source is a Well, please state:  Diameter	
2. If the water source is a Well, please state:  Diameter  Age  3. If the water source is a Well, has the water originating from the well ever been tested?  If Yes, please provide the results of such tests in separate documentation.  4. Does the Property have any sewage facilities on or connected to it?  If Yes, please specify:  Public Sewer  Private Sewer  Septic System  Lagoon  Grinder Pump  5. If there are sewage facilities on or connected to the Property, when were they last serviced?	What is the water source on the Property? Public Water Private Water Well Cistern Other None
Diameter Age	
<ol> <li>If the water source is a Well, has the water originating from the well ever been tested?         If Yes, please provide the results of such tests in separate documentation.     </li> <li>Does the Property have any sewage facilities on or connected to it?         If Yes, please specify:         Public Sewer         Private Sewer         Septic System         Lagoon         Grinder Pump     </li> <li>If there are sewage facilities on or connected to the Property, when were they last serviced?</li> </ol>	
If Yes, please provide the results of such tests in separate documentation.  4. Does the Property have any sewage facilities on or connected to it?  If Yes, please specify: Public Sewer Private Sewer Septic System Lagoon Grinder Pump  5. If there are sewage facilities on or connected to the Property, when were they last serviced?	
<ul> <li>4. Does the Property have any sewage facilities on or connected to it? If Yes, please specify: Public Sewer Private Sewer Septic System Lagoon Grinder Pump </li> <li>5. If there are sewage facilities on or connected to the Property, when were they last serviced? </li> </ul>	
If Yes, please specify: Public Sewer Private Sewer Septic System Lagoon Grinder Pump  5. If there are sewage facilities on or connected to the Property, when were they last serviced?	
5. If there are sewage facilities on or connected to the Property, when were they last serviced?	
6. Are you sware of any much laws well as a second of the	
1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	
If Yes, please explain:	

Page 2 of 6



7.	Additional Comments:										
Pa	ort 5. ELECTRICAL AND NATURAL GAS SYSTEMS:										
1.		Yes X No									
2.	If there is electrical service connected to the Property, is there a meter?	Yes No									
3.	If there is no electrical service connected to the Property, what is the distance to the electrical service?										
4.	Is natural gas connected to the Property?	Yes X No									
5.	If there is no natural gas connected to the Property, what is the distance to the nearest source?										
6.	Is there a natural gas well on the Property?	Yes 🔀 No									
7.	If there is a natural gas well on the Property, can the natural gas well be used by the surface occupant?	Yes No									
8.	Are you aware of any additional costs to hook up utilities to the Property?	Yes 🛚 No									
	If Yes, please explain:										
9.	Additional Comments:										
Pa	rt 6. LAND CONDITIONS (BOUNDARIES, DRAINAGE, SOILS, ETC.):										
1.	Is the Property or any portion of the Property located in a flood zone, wetlands area or proposed to be										
	located in such as designated by the Federal Emergency Management Agency (FEMA)?	Yes No									
2.	Are you aware of any drainage or flood problems on the Property or adjacent properties?	Yes 🔀 No									
3.	Have any neighbors complained that the Property causes drainage problems?	Yes X No									
4.	Has the Property had a stake survey?	Yes No									
	If Yes, please attach a copy of the stake survey.	_									
5.	Are the boundaries of the Property marked in any way?	Yes No									
6.	Do you have an Improvement Location Certificate (ILC) for the Property?	Yes No									
	If Yes, please attach a copy of the Improvement Location Certification (ILC).										
7.	Is there fencing on the Property?	Yes 🔀 No									
	If Yes, does the fencing belong to the Property?	Yes No									
8.	Are you aware of any encroachments, boundary line disputes or non-utility easements affecting the Property?	Yes No									
9.	Are there any features of the Property shared in common with adjoining landowners, such as walls, fences, roads or driveways?	Yes No									
	If Yes, is the Property owner responsible for the maintenance of any such shared features?	Yes No									
10.	Are you aware of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval or earth stability	☐ 163 ☐ 140									
	problems that have occurred on the Property or in the immediate vicinity of the Property?	Yes No									
11.	Are you aware of any state-listed or county-listed weeds on the Property now or during the last growing season?	Yes X No									
12.	Has the Property received any notice for non-compliance with the noxious weed law?	Yes No									
	Is there currently a lien on the Property due to actions taken under the noxious weed law?	Yes No									
		— '⇔ <b>E</b> √ 'NO									

Agricultural Land Property Disclosure Statement

Copyright © 2014 Kansas Association of REALTORS®

14	en you have answered. Yes to any of the questions in Part 6, please attach documentation and explain here:									
15	. Additional Comments:									
Pa	rt 7. HAZARDOUS CONDITIONS:									
1. 2.	Are you aware of any underground storage tanks on or near this Property?  Are you aware of any previous or current existence of hazardous conditions on the Property (e.g., storage tanks, oil tanks, oil spills, tires, batteries or other hazardous conditions)?	Yes 🛚 No								
3.		Yes 🖔 No								
<ol> <li>4.</li> <li>5.</li> </ol>	Are you aware of the previous disposal of any hazardous waste products, chemicals, polychlorinated biphenyls (PCBs), hydraulic fluids, solvents, paints, illegal or other drugs or insulation on the Property?  Are you aware of any existing hazardous conditions on the Property or adjacent properties (e.g., methane	☐ Yes 🌉 No								
	gas, radon gas, methamphetamine production, radioactive material, landfill or toxic materials)?	Yes X No								
6.	Are you aware of any natural gas/oil wells, lines or storage facilities on the Property?	Yes No								
7.	Are you aware of any other environmental conditions on the Property?	Yes No								
8. 9.	Have any other environmental inspections or tests been conducted on the Property?  If you have answered "Yes" to any of the questions in Part 7, please attach documentation and explain here:	Yes 🔀 No								
10.	Additional Comments:									
Pai	t 8. OTHER MATTERS:									
Are	e you aware of:									
1.	Any violation of zoning, setbacks or restrictions or of a non-conforming use?	Yes 🕅 No								
2.	Any violation of laws or regulations affecting the Property?	Yes 🔀 No								
3.	Any existing or threatened legal action pertaining to the Property?	Yes 🔀 No								
4.	Any litigation or settlement pertaining to the Property?	Yes 📈 No								
5.	Any current or future special assessment pertaining to the Property?	🗌 Yes 🔀 No								
6.	Any other conditions that may materially and adversely affect the value or desirability of the Property?	🗌 Yes 🔀 No								
7. 8.	Any other condition that may prevent you from completing the sale of the Property?  Any burial grounds on the Property?	Yes No								
		Yes X No								

9.	If Yes, pleases attach a copy of each lease agreement and describe the terror of the lease of the lease agreement and describe the terror of the lease of the lea	Yes X N
	If Yes, please attach a copy of each lease agreement and describe the tenant's rights and obligations for vacating	the Property:
10.	Any easements or leases on the Property regarding wind energy?	Yes No
	If Yes, please attach a copy of the easement or lease agreement.	<i>□ □</i>
11.	Any public authority contemplating condemnation proceedings?	Yes No
12.	Any government rule limiting the future use of the Property other than existing zoning regulations?	Yes No
	Any government plans or discussion of public projects that could lead to the formation of a special benefit	
	assessment district covering the Property or any portion of the Property?	Yes X No
14.	Has the Property been entered into, enrolled or placed into any government farm or conservation program?	Yes X No
	Any interest in all or part of the Property that has been reserved by the previous owner or government action?	Yes X No
	Any unrecorded interests affecting the Property?	Yes No
17.	Anything that would interfere in passing clear title to the BUYER?	Yes No
	If you have answered "Yes" to any of the questions in Part 8, please attach documentation and explain here:	
19.	Additional Comments:	
Part	t 9. SELLER'S OWNERSHIP OF PROPERTY INTERESTS:	
ELI	LER owns:	
	· · · · · · · · · · · · · · · · · · ·	
	<sup>2</sup> 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
	If you have checked "No" or "Portion of Rights" to any of the questions in Part 9, please attach documentation as	nd explain here
	no crops planted	
	No CRP grass in it	
٠.	Additional Comments:	

### Part 10. ACKNOWLEDGEMENT AND AGREEMENT:

- The information provided in this Statement is the representation of the SELLER and not the representation of any real estate licensees involved in this transaction. Once the Statement is signed by both the BUYER and the SELLER, the information contained in the Statement will become part of any Contract to purchase the Property between the BUYER and SELLER.
- 2. The information provided in this Statement has been furnished by the SELLER, who certifies to the truth thereof to the best of SELLER'S belief and knowledge, as of the date signed by the SELLER. Any substantive changes subsequent to initial completion of the Statement will be disclosed by the SELLER to the BUYER prior to the signing of the Contract to purchase the Property.
- 3. BUYER acknowledges that BUYER has received, read and understood a signed copy of the SELLER'S Agricultural Land Property Disclosure Statement from the SELLER, the SELLER'S agent or any real estate licensees involved in this transaction.
- 4. BUYER agrees that BUYER has carefully inspected the Property. Subject to any inspections allowed under the Contract to purchase the Property with the SELLER, BUYER agrees to purchase the Property in its present condition only and without warranties or guarantees of any kind by the SELLER or any real estate licensee concerning the condition of the Property.
- 5. BUYER agrees to verify any of the above information that is important to the BUYER by an independent investigation. BUYER has been advised by the SELLER to have the Property examined by professional inspectors.
- BUYER acknowledges that neither the SELLER nor any real estate licensees involved in the transaction are experts at detecting or repairing physical defects in the Property. BUYER states that no important representations of the SELLER or any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed above or as fully set forth as follows and signed by the SELLER in this Statement or by real estate licensees in a separate document:

CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT LINDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

X	ai	ni	1 %	1	14	en	
SELLER'	S 51	GNA	URE	Cathy	SIM	ver	Trust
	1	/	11	_	/		

7-7-25 DATE

BUYER'S SIGNATURE

DATE

SELLER'S SIGNATUREKim N Altvater Trust

\_\_\_\_\_

**BUYER'S SIGNATURE** 

DATE

### TERMS AND CONDITIONS OF AUCTION SALE FOR REAL ESTATE



All bidders must register to bid acknowledging that they have read and agree to the Terms and Conditions of Auction Sale for Real Estate (herein referred to as the "Terms of Sale") as outlined prior to bidding. By registering for the auction, the bidder understands that a Minimum Required Deposit Amount, as advertised on behalf of each property will be non-refundable and accepted in the form of either cash, certified check, cashier's check or wire transfer. A personal check may only be accepted from a registered bidder known by the Auctioneer. For On-Line bidders, this can be taken care of through the online application of the Title Company.

<u>Auction Format:</u> This is a <u>SELLER RESERVE</u> offering with the property being sold to the highest bidder(s). This will be a timed to live event with Online Bidding available through a mobile App or online. (Riggin and Company) All bids are considered an irrevocable offer to purchase and if the seller reserve is met when the auction closes the highest bidder will be required to complete the purchase contract as per the terms of the auction.

<u>Announcements:</u> The Auctioneer will explain the Terms of Sale and make any Auction Day Announcements <u>one</u> time, at the beginning of the auction. As a purchaser, it is your responsibility to know and understand all announcements before the auction begins. All announcements made on the day of auction take precedence over all previously written advertisements or any prior written or verbal terms of sale.

**Agency:** Listing agent, Co-listing agent, and the auctioneer(s) will be acting as Seller(s)' Agents.

<u>Auctioneer Rights:</u> All decisions of the Auctioneer are final. The Auctioneer reserves the right to reject any bid or bidder and has the right to accept backup contracts on the day of sale. In case of a tie or disputed bid, the Auctioneer reserves the right to re-open the bidding to determine the highest bid and settle the disputed bid. This is at the sole discretion of the Auctioneer.

Earnest Money Deposit: Immediately following the conclusion of the auction, the highest bidder shall enter into and sign a Real Estate Purchase Contract for the auctioned property. The high bidder shall provide an earnest deposit for \$10,000.00 made payable to Security First Title. Deposit funds are non-refundable unless the offer is not accepted by the Seller. If paying with a certified or cashier check, the check(s) should be made payable to yourself, and in the event, you are the Winning Bidder you will endorse it to the appropriate Escrow Agent. If bidding online or by proxy, you agree to deposit earnest money using the secure website (https://www.security1st.com/oem), wire transfer or local check (Cashiers, Personal or Company) to Security First Title within the required time period.

<u>Total Purchase Price:</u> A Buyer's Premium may be added to the successful winning bid amount and become part of the total contract price for all property(s) purchased at the auction. Applicable to this Sale \_\_\_ Yes <u>XX No.</u> Buyer's Premium amount, if applicable: \_\_\_ n/a\_.

At closing, the winning bidder must pay any remaining balance per the Purchase and Sale Agreement in addition to all other applicable fees and charges described herein and in the Auction Purchase and Sale Agreement.

<u>Auction Location:</u> On-Site. Online Bidding for registered bidders, applicable to this sale <u>XX</u> Yes \_\_\_\_No

**Broker Registration:** If there is going to be cooperation with Brokers/Agents the Broker/Agent must register their client by the published Deadline via the Broker Registration Form. A <u>1%</u> commission of the winning bid price (not to be confused with the Total Purchase Price) will be paid to any properly registered broker whose client purchases real estate at the auction and closes in full - Applicable to this Sale <u>XX Yes</u> No

It is the responsibility of any agent representing a client to have completed and returned the Broker Registration Form by the published deadline (if applicable). No registration forms will be accepted after the initial online bid is received nor after the start of the live auction.

<u>Bidding Process:</u> No bid may be withdrawn by a bidder once made to the Auctioneer and/or placed online. All bids are an irrevocable offer to buy and shall remain valid and enforceable until the Auctioneer declares the property "Sold" and or "Sold Subject to Seller Confirmation" and the auction has concluded. The bidder's number is nontransferable.

<u>Closing</u>: TIME IS OF THE ESSENCE. Closing will be within 30 days of the Offer's Commencement, or as provided for in the Purchase and Sale Agreement. The Closing is to be conducted by <u>Security First Title Company</u> and the closing fee to be split 50-50 between Seller(s) and Purchaser(s). All Lender fees and loan document fees will be paid for by the Buyer.

<u>Possession:</u> Possession of property to be granted to Purchaser <u>upon Closing,</u> unless otherwise noted in the Purchase and Sale Agreement.

**Real Estate Taxes:** Taxes shall be prorated to the Day of Closing with Sellers paying all taxes prior to closing.

**Minerals:** All owned mineral rights will transfer with the deed to the Purchaser at closing.

<u>Title:</u> The Seller at closing will convey the real estate with Warranty Deed ("Deed"). Title insurance will be used as evidence of marketable title with the cost of the premium split 50-50 between Purchaser and Seller. Property is being sold subject to existing roads and highways; established easements and rights-of-ways; other matters affected by title documents shown within the title commitment; and zoning, building, subdivision, and other restrictions and regulations of record.

**Representation:** Although the information has been obtained from sources deemed reliable, the Auctioneer, Double R, LLC dba Riggin and Company, its representatives, employees, firm, broker, their attorney's nor the Seller make any guarantee or warranty of any kind expressed or implied as to the accuracy of the information herein contained.

Property: All perspective bidders are urged to fully inspect the property, its condition, and to rely on their own conclusions as the property is being sold AS IS, WHERE IS WITH ALL FAULTS AND LIMITATIONS. Accepted as stated herein or in the Auction Purchase and Sale Agreement, Seller has not made, does not make and specifically disclaims, and Purchaser, to the extent permitted by applicable law, shall waive, all warranties, representations or guaranties of any kind or character, expressed or implied, oral or written, past, present or future, with respect to the quality, design, condition or value of the Property or any fixtures or personal property thereon or therein, or the compliance of such Property, fixtures or personal property with any plans or specifications or any applicable laws, including but not limited to any implied warranties of ownership, quality, habitability, workmanlike construction, freedom from defects, merchantability, suitability or fitness for a particular purpose. If inspection reports have been obtained by Seller or its representatives, said reports may be provided to Auction Company or Purchaser for information purposes only. Seller does not and will not warrant the truth or validity of any findings that may be contained in such reports. All terms of this Section shall survive the termination of this Agreement or Closing.

On a regular basis, the Federal Emergency Management Agency (FEMA) and the United States Corps of Engineers publish updates to flood maps and levee protection systems. As part of these updates, properties that have historically not been included in any special flood hazard areas may, due to changes in mapping or flood protection, become subject to federal flood insurance requirements. If you as the purchaser desire more information on whether the Property is included in a special flood hazard area or an area of flood risk, you may find and review information on this issue at <a href="http://msc.fema.gov/">http://www.floodsmart.gov/</a> and other information may be available through local government planning and zoning offices. Purchaser agrees that any real estate licensees involved in this transaction owe no duty or obligation to the purchaser to conduct an independent investigation as to the flood hazard status of the Property. Purchaser agrees to defend, indemnify, and hold harmless any real estate licensees involved in this transaction and their agents, subagents, employees, and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses, or suits (including reasonable attorneys' fees) arising out of the flood hazard status of the Property.

**Financing:** The purchase is not contingent on obtaining financing or qualification.

<u>Technical Issues</u>: In the event, there are technical difficulties related to the server, software, internet, or any other online auction-related technologies, Double R, LLC dba Riggin & Company reserves the right to extend bidding, continue the bidding, or close the bidding. Neither the company providing the software nor Double R, LLC dba Riggin and Company shall be held responsible for a missed bid or the failure of the software to function properly for any reason.

<u>Default by Purchaser:</u> If Purchaser shall default in the performance of any terms and conditions of this Agreement, or if the Closing shall not occur on or before the Closing Date because of the fault of Purchaser, then Seller, at its option, shall have the right to retain the Deposit paid as property of the Seller for damages, the determination of which is difficult or incapable of determination. By retaining the Deposit, Seller does not waive any rights or remedies it may have because of Purchaser's default. It is intended hereby that all the rights and remedies of Seller available either pursuant to the terms of this Agreement or under the law or otherwise, are cumulative and not exclusive of any other such right or remedy.

Purchaser's Indemnity: Purchaser hereby agrees to indemnify, defend, and hold the Seller and Seller's affiliates, parent companies and subsidiaries, and each of their respective members, employees, agents, representatives, consultants, attorneys, fiduciaries, officers, directors, trustees, partners, principals, and shareholders, predecessors in interest, successors and assigns and related corporate divisions (collectively, with Seller, the "Seller Indemnified Parties") harmless from and against any and all obligations, liabilities, claims, liens, encumbrances, losses, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, whether direct, contingent or consequential (collectively, "Claims"), incurred or suffered by, or asserted or awarded against any one or more of the Seller Indemnified Parties to the extent arising from any one or more of the following after the Closing: (i) the activities of Purchaser, its agents, employees or contractors, or (ii) any breach of any term, condition, covenant, representation, or warranty of Purchaser contained in this Agreement, or any exhibit or documents provided pursuant to this Agreement, or (iii) the violation by Purchaser, its agents, employees, or contractors of any federal, state or local law, ordinance or regulation,

occurring or allegedly occurring with respect to the Property, or (iv) the failure of Purchaser to perform the obligations of the owner of the Property, if any, under the Permitted Exceptions. This subsection shall survive the termination of this Agreement or Closing.

**Environmental Disclaimer:** The Seller and Riggin and Company, agents, contractors, and employees do not warrant or covenant with Purchaser(s) with respect to the existence or nonexistence of any pollutants, contaminants, mold, or hazardous waste prohibited by federal, state, or local law or claims based thereon arising out of the actual or threatened discharge, release, disposal, seepage, migration, or escape of such substances at, from, or into the demised premises. Purchaser is to rely upon its own environmental audit or examination of the premises.

<u>Noxious Weeds:</u> There may be areas infested by noxious weeds on the subject property. The location and density of noxious weeds is unknown at this time.

<u>Well & Septic System:</u> Riggin and Company, the Auctioneer(s), Seller, and their agents, contractors, and employees makes no warranty or representation as to the condition of the well and the septic system or even if a well and/or septic system exists on the property.

**<u>Legal Description:</u>** The legal description for each tract has been provided in the Title Insurance Commitment for the property.

<u>Acreage</u>: All acreages are approximate. If there is a discrepancy between Riggin and Company or its representative and the actual acreage as determined by a surveyor, the price will not be adjusted. The statements, while not guaranteed, are from reliable sources. Any costs incurred in establishing boundaries shall be the responsibility of the Purchaser(s). Each sale is subject to easements, right-of-way, reservation, and/or restrictions of record.

<u>Office of Foreign Assets Control (OFAC) Compliance:</u> All bidders must register at the designated area. In addition, the winning bidder may be required to disclose their place of birth and/or the following information:

- 1. A driver's license, passport, or another reliable identification document, to confirm the identity of the customer.
- If a legal entity is involved, such as a corporation or LLC, information to identify who controls or owns the entity. This is commonly referred to as beneficial ownership information.
- 3. Other appropriate information required to understand the customer's circumstances and business.

\*\* By providing this information the winning bidder agrees to allow Riggin and Company, if necessary, to perform a search of the Specially Designated Nationals List, Blocked Persons List, and Sanctioned Country List provided by the United States Office of Foreign Assets Control. Riggin and Company, reserves the right to reject any bid and accept a backup contract, if applicable after this search has been completed.

By registering and accepting a number, all bidders agree to abide by all the Terms of Sale and accept all buyer representations below:

- I have read and agree to the Terms and Conditions of Auction Sale as set forth herein.
- I have read, understand, and agree to all the terms and conditions in the Auction Purchase and Sale Agreement without any changes to the pre-printed text.
- I understand that I do not have an agency relationship with the Listing Agent, Co-Listing Agent, and/ or Auctioneer(s).
- I accept full responsibility for due diligence on the real estate I am bidding on.
- I understand that all real estate will be sold "As-Is, Where-Is".
- I understand that in the event I am the successful bidder of real estate, and if I fail to close per the Auction Purchase and Sale Agreement, my earnest money deposit(s) will be forfeited.
- I hereby acknowledge that the offer is subject to seller approval unless the Auctioneer declares a Property to be sold "Absolute".
- I represent that I am not an employee, affiliate, officer, or director associated with the seller.
- In the case of a conflict between the Auction Purchase and Sales Agreement and Terms and Conditions of Auction Sale for Real Estate, the Auction Purchase and Sale Agreement shall control.
- I agree to accept Auction Marketing email notifications from Riggin & Company of future auctions and listings unless I opt-out on the Bidder Registration form.



### BUYER'S BROKER REGISTRATION FORM

Riggin and Company welcomes the participation of a Buyer Broker that properly registers their client for the auction. In order to earn the offered commission, the Broker must do the following:

- Register his/her client by filling out the Broker Registration Form in full including the signature of the client on the form.
- Submit the completed Broker Registration form to Riggin and Company in one of the following ways:
  - Mail to Riggin and Company, 13029 E 53<sup>rd</sup> St N, Wichita, KS 67228 or
  - Email the form to <u>ariggin@rigginhomes.com</u>

### FOR RECEIPT BEFORE: Deadline: August 4, 2025, at 12:00 PM (NOON)

Please submit the completed form to be received and accepted by Riggin and Company by the Deadline. All forms must be accepted prior to initial online bid and/or Live Auction Start.

- Attend and register with the client at the auction and encourage bidding. For On-line registration and bidding through the app, buyer broker must help facilitate the completion of online registration including proof of funds and sales contract documents and help provide for delivery of Earnest Money by 5 pm CST on Auction Day for auctions scheduled at 12:00 PM (Noon) or before, or by 12:00 PM (Noon) of the following business day for auctions scheduled after 12:00 PM (Noon).
- Abide by the guidelines outlined herein.

### If you have any questions about the Buyer Broker registration process, please contact us at 316-773-3535.

- 1. A commission of 1% of the highest bid price (Not final contract price) will be paid to any properly licensed real estate broker who submits his/her Buyer's Broker Registration Form according to the guidelines as outlined above and if: (1) The client is the winning bidder at the auction; (2) The client signs the required sales contract documents and the sales contact is ratified by the seller; and (3) The client follows the terms and conditions of the sale and closes on the property according to the terms of the purchase agreement.
- 2. Riggin and Company reserves the right to refuse to accept a Broker Registration Form on a client who has previously contacted or has been contacted by the Seller or their agents or if Riggin and Company has had prior contact with the prospective buyer concerning the subject property.
- 3. The broker, by placing his/her signature below, certifies, agrees, and acknowledges that:
  - a. There will be **No Exceptions** to this procedure. No oral registrations will be accepted.
  - b. Broker/Agent may only register (represent) one client per auction. Only the first registration of a prospective client will be accepted and honored.
  - c. The broker's commission will be paid only as set forth under these guidelines and only as pertaining to the specific property(s) being auctioned and will be due at the final closing of the property(s) purchased by the broker's client after all consideration is paid in full.
  - d. The commission/referral will be payable and disbursed only at closing. Under no circumstances will a broker fee be paid if their client defaults on the purchase or a closing does not occur for any reason.
  - e. The broker will hold harmless and indemnify Riggin and Company from any and all claims with regard to such commission/referral.
  - f. The broker will not receive a commission/referral without the signature of the client on the Broker Registration Form.
  - g. The broker cannot receive any commission in conjunction with any other co-brokerage or referral agreement between Riggin and Company and broker.
  - h. The broker represents that they are the procuring cause for the interest by the client in the subject property and that they have an agency relationship with the Buyer in this transaction or are representing themselves.
  - i. By submitting this completed Broker Registration form to Riggin and Company, the broker is hereby registering the prospective buyer as their client per the terms of this registration form. This form does not register the Prospective Buyer for the auction nor does it bind the Prospective Buyer to participate in the auction. For the Prospective Buyer to bid, he/she must attend the auction in accordance with the terms and conditions of the published auction sale, provide the required deposit and any other required documentation.
- 4. The broker's client/prospective buyer, by placing his/her signature below, certifies, agrees, and acknowledges that:
  - a. He/she has inspected the premises of the subject property(s).
  - b. Commission shall be paid only to the broker representing the client/prospective buyer as acknowledged in this form.
  - c. He/she will hold harmless and indemnify Riggin and Company and Seller from any and all representations made by the buyer's broker.
- 5. The Listing Agent, Co-Listing Agent (if applicable) and the Auctioneer are Seller(s)' Agents in this transaction.

### **Property Information:** ADDRESS OF PROPERTY: 0000 E Greenfield Rd, Haven, KS 67543 AUCTION LOCATION: HERITAGE TOURS BUILDING, 9809 S MAIN ST, YODER, KS 67585 AUCTION DATE: August 5, 2025 AUCTION TIME: 6:00 PM **Broker/Agent Information:** BROKER/AGENT: \_\_\_\_\_ COMPANY NAME: \_\_\_\_\_ COMPANY ADDRESS: LICENSE NUMBER: \_\_\_\_\_\_ FAX: \_\_\_\_ COMPANY TAX ID NUMBER: CELL PHONE: Client (Prospective Buyer/Bidder) Information CLIENT: \_ ADDRESS: HOME PHONE: CELL PHONE: 620-474-1335 Understood and Accepted: PROSPECTIVE BUYER/CLIENT SIGNATURE: \_\_\_\_\_\_ DATE: \_\_\_\_\_ RIGGIN AND COMPANY OFFICE USE ONLY: BROKER/AGENT SIGNATURE: \_\_\_\_\_ Date Received:

Time Received: \_

Accepted: \_
BIDDER #

(To be assigned by Auctioneer)

am/pm