151.31 +/- Acres in 3 Parcels in Clearwater, KS

AUCTION: Wednesday, April 1st @ 12:00 PM
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GUIDE TO AUCTION COSTS

The real estate is offered at public auction in its present, “as is where is” condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer to exercise buyer’s own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer’s responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or McCurdy was obtained from a variety of sources and seller and McCurdy have not made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer’s premium ($1,500.00 minimum) added to the final bid.
STANDARD

MLS # 577871
Class Land
Property Type Farm
County Sedgwick
Area 601
Address 74.50 +/- Acres at 87th & Ridge Rd.
Address 2
City Clearwater
State KS
Zip 67026
Status Active
Contingency Reason $0
Asking Price $0
For Sale/Auction/For Rent Auction
Associated Document Count 4

GENERAL

List Agent - Agent Name BRADEN MCCURDY - OFF: 316-683-0612
List Office - Office Name McCurdy Auction, LLC - OFF: 316-867-3600
Showing Phone 1-800-301-2055
Zoning Usage Agriculture
Parcel ID 20173-252-09-0-001.00-A
Number of Acres 74.50
Lot Size/SqFt 3245220
School District Clearwater School District (USD 264)
Elementary School Clearwater West
Middle School Clearwater
High School Clearwater
Subdivision NONE LISTED ON TAX RECORD
Legal N 1/2 SE 1/4 EXC PT BEG NE COR TH S 490 FT W 335 FT NLY 490.04 FT TO N LI SAID
SE 1/4 E 343.8 FT TO

DIRECTIONS

Directions (Clearwater) W. 87th St S. & S. Ridge Rd - North to land

FEATURES

SHAPE / LOCATION Rectangular
TOPOGRAPHIC Rolling
PRESENT USAGE Tillable
ROAD FRONTAGE Paved
UTILITIES AVAILABLE Private Water
IMPROVEMENTS None

OUTBUILDINGS None
MISCELLANEOUS FEATURES Aerial Photos
DOCUMENTS ON FILE Ground Water Addendum
FLOOD INSURANCE Unknown

SALE OPTIONS None
EXISTING FINANCING Other/See Remarks
PROPOSED FINANCING Other/See Remarks
POSESSION At Closing
SHOWING INSTRUCTIONS Call Showing #

FINANCIAL

Assumable Y/N No
General Taxes $751.66
General Tax Year 2019
Yearly Specials $0.00
Total Specials $0.00
HOA Y/N No
Yearly HOA Dues
HOA Initiation Fee
Earnest $ Deposited With Security 1st Title

LOCKBOX None
AGENT TYPE Sellers Agent
OWNERSHIP Trust
TYPE OF LISTING Excl Right w/o Reserve
BUILDER OPTIONS Open Builder

Map data ©2020
MARKETING REMARKS

This property is offered by Braden McCurdy with McCurdy Auction, LLC. Office: 316-867-3600 Email: bmccurdy@mccurdyauction.com. THIS PROPERTY IS SELLING AT AN AUCTION CONDUCTED OFF-SITE AT 4105 N RIDGE RD ON APRIL 1ST AT 12:00 P.M. DOORS OPEN AT 11:00 AM FOR REGISTRATION OR PRE-REGISTER ONLINE. ONLINE BIDDING IS AVAILABLE THROUGH SELLER AGENT’S WEBSITE. NO MINIMUM, NO RESERVE!!! This property is selling with clear title at closing and no back taxes. Property previews available. Parcel 1 | 74.50 +/- acres in Clearwater, Kansas! This property is being offered high bidder's choice with adjacent land: 39.37 +/- acres (Parcel 2) and 37.44 +/- acres (Parcel 3). Zoned rural residential, this land offers endless possibilities as a home-site or development opportunity. The land is currently used for farming, and mineral rights and crops transfer to the buyer. Farming lease agreement: Cash rent of $35/acre due July 1st with rental payments going to new buyer. The land features a pond with electricity running to it and two irrigation wells (at the pond & in the NW corner). This is a great opportunity to own acreage in Sedgwick County! *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, “as is where is” condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller’s agents. It is incumbent upon buyer to exercise buyer’s own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer’s responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or seller’s agents was obtained from a variety of sources and neither seller nor seller’s agents have made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer’s premium ($1,500.00 minimum) added to the final bid. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount $15,000.

AUCTION

Type of Auction Sale | Absolute
Method of Auction | Live w/Online Bidding
Auction Location | 4105 N. Ridge Rd. Wichita
Auction Offering | Real Estate Only
Auction Date | 4/1/2020
Auction Start Time | 12:00 PM
Broker Registration Req | Yes
Broker Reg Deadline | 5:00 PM on 3/31/2020
Buyer Premium Y/N | Yes
Premium Amount | 0.10
Earnest Money Y/N | Yes
Earnest Amount %/$ | 15,000.00

TERMS OF SALE

Terms of Sale

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 2020 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.
STANDARD

MLS #
577867
Class
Land
Property Type
Farm
County
Sedgwick
Area
601
Address
39.37 +/- Acres At 87th & Ridge Rd.
Address 2
City
Clearwater
State
KS
Zip
67026
Status
Active
Contingency Reason
$0
Asking Price
$0
For Sale/Auction/For Rent
Auction
Associated Document Count
2

GENERAL

List Agent - Agent Name and Phone
BRADEN MCCURDY - OFF: 316-683-0612
List Office - Office Name and Phone
McCurdy Auction, LLC - OFF: 316-867-3600
Showing Phone
1-800-301-2055
Zoning Usage
Agriculture
Parcel ID
20173-252-09-00-001.00-B
Number of Acres
39.37
Lot Size/SqFt
1714957
School District
Clearwater School District (USD 264)
Elementary School
Clearwater West
Middle School
Clearwater
High School
Clearwater
Subdivision
NONE LISTED ON TAX RECORD
Legal
N1/2 S1/2 SE1/4 SEC 9-29-1W

DIRECTIONS

Directions
(Clearwater) W. 87th St S. & S. Ridge Rd - North to land

FEATURES

SHAPE / LOCATION
Rectangular
TOPOGRAPHIC
Rolling
PRESENT USAGE
Tillable
ROAD FRONTAGE
Paved
UTILITIES AVAILABLE
Private Water
IMPROVEMENTS
None

OUTBUILDINGS
None
MISCELLANEOUS FEATURES
None
DOCUMENTS ON FILE
Aerial Photos
Ground Water Addendum
Photographs
Sellers Prop. Disclosure
FLOOD INSURANCE
Unknown

SALE OPTIONS
None
EXISTING FINANCING
Other/See Remarks
PROPOSED FINANCING
Other/See Remarks
POSESSION
At Closing
SHOWING INSTRUCTIONS
Call Showing #

LOCKBOX
None
AGENT TYPE
Sellers Agent
OWNERSHIP
Trust
TYPE OF LISTING
Excl Right w/o Reserve

FINANCIAL

Assumable Y/N
No
General Taxes
$411.64
General Tax Year
2019
Yearly Specials
$0.00
Total Specials
$0.00
HOA Y/N
No
Yearly HOA Dues
HOA Initiation Fee
Earnest $ Deposited With
Security 1st Title
MARKETING REMARKS

This property is offered by Braden McCurdy with McCurdy Auction, LLC. Office: 316-867-3600 Email: bmccurdy@mccurdyauction.com. THIS PROPERTY IS SELLING AT AN AUCTION CONDUCTED OFF-SITE AT 4105 N RIDGE RD ON APRIL 1ST AT 12:00 P.M. DOORS OPEN AT 11:00 AM FOR REGISTRATION OR PRE-REGISTER ONLINE. ONLINE BIDDING IS AVAILABLE THROUGH SELLER AGENT’S WEBSITE. NO MINIMUM, NO RESERVE!!! This property is selling with clear title at closing and no back taxes. Property previews available. Parcel 2 | 39.37 +/- acres in Clearwater, Kansas! This property is being offered high bidder's choice with adjacent land: 74.50 +/- acres (Parcel 1) and 37.44 +/- acres (Parcel 3). Zoned rural residential, this land offers endless possibilities as a home-site or development opportunity. The land is currently used for farming, and mineral rights and crops transfer to the buyer. Farming lease agreement: Cash rent of $35/acre due July 1st with rental payments going to new buyer. This is a great opportunity to own acreage in Sedgwick County! *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, “as is where is” condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller’s agents. It is incumbent upon buyer to exercise buyer’s own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer’s responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or seller’s agents was obtained from a variety of sources and neither seller nor seller’s agents have made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer’s premium ($1,500.00 minimum) added to the final bid. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount $15,000.

**AUCTION**

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<thead>
<tr>
<th>Type of Auction Sale</th>
<th>Absolute</th>
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<tr>
<td>Method of Auction</td>
<td>Live w/Online Bidding</td>
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<tr>
<td>Auction Location</td>
<td>4105 N. Ridge Rd. Wichita</td>
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<tr>
<td>Auction Offering</td>
<td>Real Estate Only</td>
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<tr>
<td>Auction Date</td>
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**TERMS OF SALE**

Terms of Sale

**ADDITIONAL PICTURES**
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<td>Class</td>
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<td>Property Type</td>
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<td>Address</td>
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<td>City</td>
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**Contingency Reason:** $0

**Asking Price:** Auction

**For Sale/Auction/For Rent:** Auction

**Associated Document Count:** 4

### GENERAL

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<tr>
<th>List Agent - Agent Name and Phone</th>
<th>BRADEN MCCURDY - OFF: 316-683-0612</th>
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<tr>
<td>List Office - Office Name and Phone</td>
<td>McCurdy Auction, LLC - OFF: 316-867-3600</td>
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<td>Showing Phone</td>
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<td>Lot Size/SqFt</td>
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<td>High School</td>
<td>Clearwater</td>
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<td>Subdivision</td>
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<tr>
<td>Legal</td>
<td>S1/2 S1/2 SE1/4 SEC 9-29-1W</td>
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</tbody>
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### DIRECTIONS

Directions: (Clearwater) W. 87th St S. & S. Ridge Rd - North to land

### FEATURES

<table>
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<tr>
<th>SHAPE / LOCATION</th>
<th>Rectangular</th>
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<tr>
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<td>Rolling</td>
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<td>PRESENT USAGE</td>
<td>Tillable</td>
</tr>
<tr>
<td>ROAD FRONTAGE</td>
<td>Paved</td>
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<td>UTILITIES AVAILABLE</td>
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### OUTBUILDINGS

<table>
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<tr>
<th>MISCELLANEOUS FEATURES</th>
<th>DOCUMENTS ON FILE</th>
<th>SALE OPTIONS</th>
<th>LOCKBOX</th>
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<tr>
<td>None</td>
<td>Aerial Photos</td>
<td>EXISTING FINANCING</td>
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<td>Ground Water Addendum</td>
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<td>Photographs</td>
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<td>Sellers Prop. Disclosure</td>
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<td>Call Showing #</td>
<td>Excl Right w/o Reserve</td>
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### IMPROVEMENTS

| Improvements | None |

### FINANCIAL

<table>
<thead>
<tr>
<th>Assumable Y/N</th>
<th>No</th>
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<td>General Tax Year</td>
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<td>Yearly Specials</td>
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<td>Total Specials</td>
<td>$0.00</td>
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<td>HOA Y/N</td>
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<td>Yearly HOA Dues</td>
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</tr>
<tr>
<td>HOA Initiation Fee</td>
<td></td>
</tr>
<tr>
<td>Earnest $ Deposited With</td>
<td>Security 1st Title</td>
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</table>
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Auction Start Time: 12:00 PM
Broker Registration Req: Yes
Broker Reg Deadline: 5:00 PM on 3/31/2020
Buyer Premium Y/N: Yes
Premium Amount: 0.10
Earnest Money Y/N: Yes
Earnest Amount %/$: 15,000.00

TERMS OF SALE
Terms of Sale

ADDITIONAL PICTURES

DISCLAIMER
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Security 1st Title

PRELIMINARY TITLE SEARCH REPORT

Prepared By: Security 1st Title
727 N. Waco, Suite 300
Wichita, KS 67203
Phone: (316) 267-8371
Fax: (316) 267-8115

Prepared Exclusively For: McCurdy Auction, LLC
12041 E. 13th St. N
Wichita, KS 67206
Phone: 316-683-0612
Fax: 316-683-8822

Contact: Nikki San Roman
Email: nsanroman@security1st.com

Contact: Kimberly Clare
Email: kclare@mccurdyauction.com;
sfrost@mccurdyauction.com;
joxborrow@mccurdyauction.com;

Report No: 2352775
Report Effective Date: January 29, 2020, at 7:30 a.m.
Property Address: Vacant Land, Clearwater, KS 67026

This Title Search Report is NOT a commitment to insure and is not to be construed as an Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the specific benefit of McCurdy Auction, LLC, and as such should not be relied upon by any other party for any Real Estate Transaction. Any and all loss or damage that may occur by reason of any errors and omissions in this Company’s Report is limited to $1,000.00 and the fee it received for the preparation and issuance of this report, if any.

1. Fee Simple interest in the Land described in this Report is owned, at the Report Effective Date, by

   Dan Strunk as Trustee of the Strunk Family Trust

2. The Land referred to in this Report is described as follows:

   SEE ATTACHED EXHIBIT A

3. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:

   1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

   2. Pay the agreed amount for the estate or interest to be insured.
Any questions regarding this report should be directed to: Nikki San Roman
Phone: 316-293-1625, Email: nsanroman@security1st.com

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. We have a copy of the Strunk Family Trust, dated March 12, 2012 (Dan Strunk, Trustee). We must be furnished with copies of any Amendments to said Trust, and reserve the right to then make any additional requirements we deem necessary.

    In the alternative, we may be provided with a Certification of said Trust that is given pursuant to KSA 58a-1013 of the Kansas Uniform Trust Code, which may be executed by any of the current trustees.

6. File a Trustee's Deed from Dan Strunk, Trustee of the Strunk Family Trust a/k/a the Strunk Family Trust, dated March 12, 2012, to Buyer TBD.

    NOTE: Said instrument must make reference to the terms and provisions of the Trust Agreement; be made pursuant to the powers conferred by said Agreement; state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked, and finally, recite the full consideration being received.

7. Recording Fees and Information for Kansas Counties:

    Deed: $21.00 (first page) + $17.00 (each additional page)
    Mortgage: $21.00 (first page) + $17.00 (each additional page)
    Mortgage Release: $20.00 (first page) + $4.00 (each additional page)
    Mortgage Assignment: $20.00 (first page) + $4.00 (each additional page)

    The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

    (NOTE: Beginning January 1, 2019, Mortgage Registration Tax is no
NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

NOTE: For documents electronically recorded, there is an additional third-party service fee of $5.00 per document, which is in addition to the County recording fees.

4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any other matters that may arise after the date of this report:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met

2. Rights or claims of parties in possession not shown by the Public Records

3. Easements, or claims of easements, not shown by the Public Records

4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land

5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records

7. 
Any questions regarding this report should be directed to: Nikki San Roman
Phone: 316-293-1625, Email: nsanroman@security1st.com
The lien of the General Taxes for the year 2020, and thereafter.

8. General taxes and special assessments for the fiscal year 2019 in the original amount of $751.66, PAID.
   Property I.D. # OH-00041-0001
   PIN #00285798


10. Easement granted to American Telegraph and Telephone Company, as set forth in the instrument filed on Film 1023, Page 1474.

11. Terms and provisions of the oil and gas lease executed between N.L. Strunk a/k/a Nicholas L. Strunk a/k/a Nick L. Strunk and Mary Strunk, lessor, and Donald C. Slawson, lessee, filed October 22, 1982, recorded in/on Film 550, Page 1145, together with all subsequent assignments and conveyances.

   NOTE: If there is no production of oil and gas from all of the property covered by the above lease; if any set terms including options to renew in the lease have expired; and if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued. Said Affidavit must include the same land covered in the Lease.

12. Terms and provisions of the oil and gas lease executed between N.L. Strunk and Mary Strunk, lessor, and Associated Petroleum Consultants, Inc., lessee, filed October 10, 1985, recorded in/on Film 756, Page 1209, together with all subsequent assignments and conveyances.

   NOTE: If there is no production of oil and gas from all of the property covered by the above lease; if any set terms including options to renew in the lease have expired; and if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued. Said Affidavit must include the same land covered in the Lease.

13. Terms and provisions of the oil and gas lease executed between Strunk Family Trust, lessor, and Stable Energy Resources, LLC, lessee, filed May 7, 2012, recorded in/on Doc#/FIm-Pg: 29289137, together with all subsequent
Any questions regarding this report should be directed to: Nikki San Roman
Phone: 316-293-1625, Email: nsanroman@security1st.com
assignments and conveyances.

NOTE: If there is no production of oil and gas from all of the property covered by the above lease; if any set terms including options to renew in the lease have expired; and if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued. Said Affidavit must include the same land covered in the Lease.


Dated: January 29, 2020, at 7:30 a.m.

SECURITY 1ST TITLE

By: [Signature]

LICENSED ABSTRACTER
EXHIBIT "A"

The North half of the Southeast Quarter EXCEPT that part beginning at the Northeast corner of said Southeast Quarter; thence S 01° 32'25" E along the East line of said Southeast Quarter, 490.00 feet; thence S 88° 14'09" W parallel with the North line of said Southeast Quarter, 335.00 feet; thence N 02° 34'09" W, 490.04 feet to a point on the North line of said Southeast Quarter; thence N 88°14'09" E along the North line of said Southeast Quarter, 343.80 feet to the point of beginning, Section 9, Township 29, Range 1 West of the 6th P.M., Sedgwick County, Kansas
PRELIMINARY TITLE SEARCH REPORT

Prepared By:  
Security 1st Title  
727 N. Waco, Suite 300  
Wichita, KS  67203  
Phone:  (316) 267-8371  
Fax:  (316) 267-8115

Prepared Exclusively For:  
McCurdy Auction, LLC  
12041 E. 13th St. N  
Wichita, KS  67206  
Phone:  316-683-0612  
Fax:  316-683-8822

Contact: Nikki San Roman  
Email: nsanroman@security1st.com

Contact: Kimberly Clare  
Email: kclare@mccurdyauction.com;  
sfrost@mccurdyauction.com;  
joxborrow@mccurdyauction.com;

Report No: 2352783

Report Effective Date: January 29, 2020, at 7:30 a.m.

Property Address: Vacant Land, Clearwater, KS  67026

This Title Search Report is NOT a commitment to insure and is not to be construed as an  
Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the  
specific benefit of McCurdy Auction, LLC, and as such should not be relied upon by any other  
party for any Real Estate Transaction. Any and all loss or damage that may occur by reason of  
any errors and omissions in this Company’s Report is limited to $1,000.00 and the fee it  
received for the preparation and issuance of this report, if any.

1. Fee Simple interest in the Land described in this Report is owned, at the Report Effective Date,  
by

Dan Strunk as Trustee of the Strunk Family Trust

2. The Land referred to in this Report is described as follows:

The North half of the South half of the Southeast Quarter, Section 9, Township 29,  
Range 1 West of the 6th P.M., Sedgwick County, Kansas.

3. If asked to issue a title insurance commitment for a potential buyer of the subject  
property, the commitment would include the following requirements, along with any  
other matters that may arise after the date of this report:

   1. The Proposed Insured must notify the Company in writing of the name of any  
party not referred to in this Commitment who will obtain an interest in the Land  
or who will make a loan on the Land. The Company may then make additional  
Requirements or Exceptions.
Any questions regarding this report should be directed to: Nikki San Roman
Phone: 316-293-1625, Email: nsanroman@security1st.com

1. Title Company to prepare a Title Insurance Policy
   2. Pay the agreed amount for the estate or interest to be insured.
   3. Pay the premiums, fees, and charges for the Policy to the Company.
   4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
   5. We have a copy of the Strunk Family Trust, dated March 12, 2012 (Dan Strunk, Trustee). We must be furnished with copies of any Amendments to said Trust, and reserve the right to then make any additional requirements we deem necessary.
      In the alternative, we may be provided with a Certification of said Trust that is given pursuant to KSA 58a-1013 of the Kansas Uniform Trust Code, which may be executed by any of the current trustees.
   6. File a Trustee's Deed from Dan Strunk, Trustee of the Strunk Family Trust a/k/a the Strunk Family Trust, dated March 12, 2012, to Buyer TBD.
      NOTE: Said instrument must make reference to the terms and provisions of the Trust Agreement; be made pursuant to the powers conferred by said Agreement; state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked, and finally, recite the full consideration being received.
   7. Recording Fees and Information for Kansas Counties:
      Deed: $21.00 (first page) + $17.00 (each additional page)
      Mortgage: $21.00 (first page) + $17.00 (each additional page)
      Mortgage Release: $20.00 (first page) + $4.00 (each additional page)
      Mortgage Assignment: $20.00 (first page) + $4.00 (each additional page)

      The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

      (NOTE: Beginning January 1, 2019, Mortgage Registration Tax is no longer required in the State of Kansas.)
Any questions regarding this report should be directed to: Nikki San Roman
Phone: 316-293-1625, Email: nsanroman@security1st.com

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

NOTE: For documents electronically recorded, there is an additional third-party service fee of $5.00 per document, which is in addition to the County recording fees.

4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any other matters that may arise after the date of this report:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met

2. Rights or claims of parties in possession not shown by the Public Records

3. Easements, or claims of easements, not shown by the Public Records

4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land

5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records

8. General taxes and special assessments for the fiscal year 2019 in the original amount of $411.64, PAID.
   Property I.D. # OH-00041-000A
   PIN #00285797


10. Easement granted to American Telegraph and Telephone Company, as set forth in the instrument filed on Film 1023, Page 1474.

11. Terms and provisions of the oil and gas lease executed between N.L. Strunk a/k/a Nicholas L. Strunk a/k/a Nick L. Strunk and Mary Strunk, lessor, and Donald C. Slawson, lessee, filed October 22, 1982, recorded in/on Film 550, Page 1145, together with all subsequent assignments and conveyances.

   NOTE: If there is no production of oil and gas from all of the property covered by the above lease; if any set terms including options to renew in the lease have expired; and if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued. Said Affidavit must include the same land covered in the Lease.

12. Terms and provisions of the oil and gas lease executed between N.L. Strunk and Mary Strunk, lessor, and Associated Petroleum Consultants, Inc., lessee, filed October 10, 1985, recorded in/on Film 756, Page 1209, together with all subsequent assignments and conveyances.

   NOTE: If there is no production of oil and gas from all of the property covered by the above lease; if any set terms including options to renew in the lease have expired; and if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued. Said Affidavit must include the same land covered in the Lease.

13. Terms and provisions of the oil and gas lease executed between Strunk Family Trust, lessor, and Stable Energy Resources, LLC, lessee, filed May 7, 2012, recorded in/on Doc#/Flm-Pg: 29289137, together with all subsequent assignments and conveyances.

   NOTE: If there is no production of oil and gas from all of the property covered by the above lease; if any set terms including options to
Any questions regarding this report should be directed to: Nikki San Roman
Phone: 316-293-1625, Email: nsanroman@security1st.com

renew in the lease have expired; and if a properly executed Affidavit
of Non-Production is recorded, the above exception will not appear on
the policy to be issued. Said Affidavit must include the same land
covered in the Lease.


Dated: January 29, 2020, at 7:30 a.m.

SECURITY 1ST TITLE

By: [Signature]

LICENSED ABSTRACTER
PRELIMINARY TITLE SEARCH REPORT

Prepared By:  
Security 1st Title  
727 N. Waco, Suite 300  
Wichita, KS  67203  
Phone:  (316) 267-8371  
Fax:  (316) 267-8115

Prepared Exclusively For:  
McCurdy Auction, LLC  
12041 E. 13th St. N  
Wichita, KS  67206  
Phone:  316-683-0612  
Fax:  316-683-8822

Contact:  Nikki San Roman  
Email:  nsanroman@security1st.com

Contact:  Kimberly Clare  
Email:  kclare@mccurdyauction.com;  
sfrost@mccurdyauction.com;  
joxborrow@mccurdyauction.com;

Report No:  2352794

Report Effective Date:  January 29, 2020, at 7:30 a.m.

Property Address:  Vacant Land, Clearwater, KS  67026

This Title Search Report is NOT a commitment to insure and is not to be construed as an  
Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the  
specific benefit of McCurdy Auction, LLC, and as such should not be relied upon by any other  
party for any Real Estate Transaction. Any and all loss or damage that may occur by reason of  
y any errors and omissions in this Company’s Report is limited to $1,000.00 and the fee it  
received for the preparation and issuance of this report, if any.

1.  **Fee Simple** interest in the Land described in this Report is owned, at the Report Effective Date,  
by  

   **Dan Strunk as Trustee of the Strunk Family Trust**

2.  The Land referred to in this Report is described as follows:

   **The South half of the South half of the Southeast Quarter, Section 9, Township 29,  
Range 1 West of the 6th P.M., Sedgwick County, Kansas.**

3.  If asked to issue a title insurance commitment for a potential buyer of the subject  
property, the commitment would include the following requirements, along with any  
other matters that may arise after the date of this report:

   1.  The Proposed Insured must notify the Company in writing of the name of any  
party not referred to in this Commitment who will obtain an interest in the Land  
or who will make a loan on the Land. The Company may then make additional  
Requirements or Exceptions.
Any questions regarding this report should be directed to: **Nikki San Roman**  
Phone: **316-293-1625**, Email: **nsanroman@security1st.com**

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. **We have a copy of the Strunk Family Trust, dated March 12, 2012 (Dan Strunk, Trustee). We must be furnished with copies of any Amendments to said Trust, and reserve the right to then make any additional requirements we deem necessary.**

   In the alternative, we may be provided with a Certification of said Trust that is given pursuant to KSA 58a-1013 of the Kansas Uniform Trust Code, which may be executed by any of the current trustees.

6. **File a Trustee's Deed from Dan Strunk, Trustee of the Strunk Family Trust a/k/a the Strunk Family Trust, dated March 12, 2012, to Buyer TBD.**

   NOTE: Said instrument must make reference to the terms and provisions of the Trust Agreement; be made pursuant to the powers conferred by said Agreement; state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked, and finally, recite the full consideration being received.

7. **Recording Fees and Information for Kansas Counties:**

   Deed: $21.00 (first page) + $17.00 (each additional page)  
   Mortgage: $21.00 (first page) + $17.00 (each additional page)  
   Mortgage Release: $20.00 (first page) + $4.00 (each additional page)  
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2. Rights or claims of parties in possession not shown by the Public Records

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5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records

Any questions regarding this report should be directed to: Nikki San Roman
Phone: 316-293-1625, Email: nsanroman@security1st.com

8. General taxes and special assessments for the fiscal year 2019 in the original amount of $396.58, PAID.
   Property I.D. # OH-00041
   PIN #00285797


10. Easement granted to American Telegraph and Telephone Company, as set forth in the instrument filed on Film 1023, Page 1474.

11. Terms and provisions of the oil and gas lease executed between N.L. Strunk a/k/a Nicholas L. Strunk a/k/a Nick L. Strunk and Mary Strunk, lessor, and Donald C. Slawson, lessee, filed October 22, 1982, recorded in/on Film 550, Page 1145, together with all subsequent assignments and conveyances.

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   NOTE: If there is no production of oil and gas from all of the property
Any questions regarding this report should be directed to: Nikki San Roman
Phone: 316-293-1625, Email: nsanroman@security1st.com

covered by the above lease; if any set terms including options to renew in the lease have expired; and if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued. Said Affidavit must include the same land covered in the Lease.


Dated: January 29, 2020, at 7:30 a.m.

SECURITY 1ST TITLE

By:

LICENSED ABSTRACTER
REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

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Tract 1242 Summary

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Photo Number/Legal Description: M-16 SE1/4 9-29-1W
Cropland: 145.39
Reported on Cropland: 145.39
Difference: 0.00
Reported on Non-Cropland: 0.00
REPORT OF COMMODITIES
FARM SUMMARY

Operator Name and Address

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a – as amended). The authority for requesting the information identified on this form is 7 CFR Part 718, the Farm Security and Rural Investment Act of 2002 (Pub L. 107-171), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to collect producer certification of the report of acreage of crops/commodities and land use data which is needed in order to determine producer eligibility to participate in and receive benefits under FSA programs. The information collected on the form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated) and USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial of the producer’s request to participate in and receive benefits under FSA programs. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0175. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

Crop/Commodity | Variety/Type | Share | Crop/Commodity | Variety/Type | Share | Crop/Commodity | Variety/Type | Share | Crop/Commodity | Variety/Type | Share
---|---|---|---|---|---|---|---|---|---|---|---
WHEAT | HRW | | GRASS | NAG | | | | | | | |
WHEAT | HRW | | GRASS | NAG | | | | | | | |

Planting Period | Crop/Commodity | Variety/Type | Intended Use | Irrigation Practice | Reporting Unit | Reported Quantity | Determined Quantity | Planting Period | Crop/Commodity | Variety/Type | Intended Use | Irrigation Practice | Reporting Unit | Reported Quantity | Determined Quantity
---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---
01 | WHEAT | HRW | GR | N | A | 143.74 | | 01 | GRASS | NAG | LS | N | A | 1.65 |

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

Operator’s Signature (By) 

Date

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FARM: 17103
Prepared: 2/13/20 5:46 PM
Crop Year: 2020
Page: 1 of 2

Kansas
Sedwick
Report ID: FSA-156EZ
Abbreviated 156 Farm Record
U.S. Department of Agriculture
Farm Service Agency

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

Operator Name

Farm Identifier

Recon Number

Farms Associated with Operator:

ARC/PLC G/I/F Eligibility: Eligible

CRP Contract Number(s): None

<table>
<thead>
<tr>
<th>Farmland</th>
<th>Cropland</th>
<th>DCP Cropland</th>
<th>WBP</th>
<th>WRP/EWP</th>
<th>CRP Cropland</th>
<th>GRP</th>
<th>Farm Status</th>
<th>Number of Tracts</th>
</tr>
</thead>
<tbody>
<tr>
<td>153.88</td>
<td>145.39</td>
<td>145.39</td>
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<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
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<td>1</td>
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</table>

<table>
<thead>
<tr>
<th>State Conservation</th>
<th>Other Conservation</th>
<th>Effective DCP Cropland</th>
<th>Double Cropped</th>
<th>MPL/FWP</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.0</td>
<td>0.0</td>
<td>145.39</td>
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ARC/PLC

<table>
<thead>
<tr>
<th>PLC</th>
<th>ARC-CO</th>
<th>ARC-IC</th>
<th>PLC-Default</th>
<th>ARC-CO-Default</th>
<th>ARC-IC-Default</th>
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<tr>
<td>WHEAT, SORGH</td>
<td>NONE</td>
<td>NONE</td>
<td>NONE</td>
<td>NONE</td>
<td>NONE</td>
</tr>
</tbody>
</table>

Crop

<table>
<thead>
<tr>
<th>Crop</th>
<th>Base Acreage</th>
<th>PLC Yield</th>
<th>CCC-505 CRP Reduction</th>
</tr>
</thead>
<tbody>
<tr>
<td>WHEAT</td>
<td>100.8</td>
<td>39</td>
<td>0.0</td>
</tr>
<tr>
<td>GRAIN SORGHUM</td>
<td>32.1</td>
<td>42</td>
<td>0.0</td>
</tr>
<tr>
<td>Total Base Acres:</td>
<td>132.9</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Tract Number: 1242
Description: M-16 SE1/4 9-29-1W
FSA Physical Location: Sedwick, KS
ANSI Physical Location: Sedwick, KS

BIA Range Unit Number:

HEL Status: NHEL: no agricultural commodity planted on undetermined fields
Wetland Status: Tract does not contain a wetland
WL Violations: None

Farmland

<table>
<thead>
<tr>
<th>Farmland</th>
<th>Cropland</th>
<th>DCP Cropland</th>
<th>WBP</th>
<th>WRP/EWP</th>
<th>CRP Cropland</th>
<th>GRP</th>
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</table>

State Conservation

<table>
<thead>
<tr>
<th>State Conservation</th>
<th>Other Conservation</th>
<th>Effective DCP Cropland</th>
<th>Double Cropped</th>
<th>MPL/FWP</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.0</td>
<td>0.0</td>
<td>145.39</td>
<td>0.0</td>
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</tr>
</tbody>
</table>

Crop

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</tr>
<tr>
<td>Total Base Acres:</td>
<td>132.9</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Owners: STRUNK FAMILY TRUST
Kansas  
U.S. Department of Agriculture  
Sedgwick  
Farm Service Agency  
Report ID: FSA-156EZ  
Abbreviated 156 Farm Record  

FARM: 17103  
Prepared: 2/13/20 5:46 PM  
Crop Year: 2020  
Page: 2 of 2

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

<table>
<thead>
<tr>
<th>Other Producers:</th>
<th></th>
<th></th>
</tr>
</thead>
</table>
SELLER'S PROPERTY DISCLOSURE STATEMENT - for Land Only
(To be completed by Seller)
This report supersedes any list appearing in the MLS

Property Address: 151.31 +/- Acres In 3 Parcels At 87th & Ridge - Clearwater, KS
Seller: ___________________________ Date of Purchase: ___________________
Property currently zoned as: ________________________________

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 AGENT(S).

PART I

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

WATER SYSTEMS

Well/Pump 3 WELLS ON PROPERTY, 2 HAVE PUMPS
Drinking Irrigation X

Location LAT LONG 1 IN NW CORNER 1 IN SW CORNER

Depth UNKNOWN

Type

If on well water, has water ever shown test results of contamination? □ Yes □ No

Is the property connected to □ city □ rural water systems?

Rural Water Transfer? □ Yes □ No Transfer Fee $___________

Cistern

Other

Comments: ________________________________

DRAINAGE/SEWAGE SYSTEMS

Sewer Lines

Septic/Laterals

Lagoon

Tank Size Location

# Feet of Laterals

Other

Other

Comments: ________________________________

Seller's Initials _________________________ Buyer's Initials _________________________

Rev. 7/18 Form# 1005
PART II

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

GAS/ELECTRIC

43  ☐  ☑  Is there a propane tank on the property?
44  ☐  ☑  ☐  If yes, is it ☐ owned  ☐ leased?
45  ☐  ☑  Is gas connected to property?
46  ☐  ☑  If not, distance to nearest source? ______________________________
47  ☐  ☑  Is electricity connected to property?
48  ☐  ☑  If not, distance to nearest source? ______________________________
49  ☐  ☑  To your knowledge, is there any additional costs to hook up utilities?
50  ☐  ☑  If yes, please explain: _________________________________________

Comments: ___________________________________________________________

DRAINAGE/SEWAGE SYSTEMS

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

BOUNDARIES/LAND

67  ☐  ☑  Have you had a survey of your property?
68  ☐  ☑  ☐  Are the boundaries of your property marked in any way?
69  ☐  ☑  ☐  Is there any fencing on the boundary(ies) of the property?
70  ☐  ☑  ☐  If yes, does the fencing belong to the property?
71  ☐  ☑  To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
72  ☐  ☑  Are there any features of the property shared in common with adjoining landowners, such as walls, fences, roads, driveways?
73  ☐  ☑  Is this property owner responsible for maintenance of any such shared feature?
74  ☐  ☑  ☐  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?
75  ☐  ☑  Comments: ___________________________________________________

HOMEOWNER'S ASSOCIATION

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

Seller's Initials  DMAS  Buyer's Initials __________________________

Rev. 7/18  Form# 1005
PART II - Continued

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

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
- ______ Other (please describe):

---

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

- Cash rent of $35 per acre due 7/1/20 will go to Buyer

---

Water Rights:

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

Comments:

---

Seller's Initials: DMS

Buyer's Initials: 

Form# 1005

Rev. 7/18
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.

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

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

Buyer's Initials
Property Address: 151.31 +/- Acres In 3 Parcels At 87th & Ridge - Clearwater, KS 67026

DOES THE PROPERTY HAVE A WELL? YES X NO ___
If yes, what type? Irrigation X Drinking ____ Other ____
Location of Well: 3 WELLS

DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES ____ NO X
If yes, what type? Septic ______ Lagoon ______
Location of Lagoon/Septic Access:

[Signatures]
Owner M. Streum 2/1/20
Date

Owner
Date
ADDENDUM

(Groundwater)

THIS ADDENDUM to Contract for Sale and Purchase of Real Estate between and among the undersigned is entered into effective on the last date set forth below.

Groundwater contamination has been detected in several areas in and around Sedgwick County. Licensees do not have any expertise in evaluating environmental conditions.

The parties are proposing the sale and purchase of certain property, commonly known as: 151.31 +/- Acres In 3 Parcels At 87th & Ridge - Clearwater, KS 67026

The parties are advised to obtain expert advice in regard to any environmental concerns.

SELLER’S DISCLOSURE (please complete both a and b below)

(a) Presence of groundwater contamination or other environmental concerns (initial one):

Seller has no knowledge of groundwater contamination or other environmental concerns; or

Known groundwater contamination or other environmental concerns are:

(b) Records and reports in possession of Seller (initial one):

Seller has no reports or records pertaining to groundwater contamination or other environmental concerns; or

Seller has provided the Buyer with all available records and reports pertaining to groundwater contamination or other environmental concerns (list document below):

BUYER’S ACKNOWLEDGMENT (please complete c below)

(c) Buyer has received copies of all information, if any, listed above. (initial)

CERTIFICATION

Seller certifies, to the best of Seller’s knowledge, that the information Seller has provided is true and accurate, and that Buyer and all licensees involved are relying on Seller’s information. Buyer certifies that Buyer has reviewed Seller’s responses and any records and reports furnished by Seller.

Seller Date Buyer Date

This form is approved by legal counsel for the Wichita Area Association of REALTORS® exclusively for use by members of the Wichita Area Association of REALTORS® 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.

Form #2539

7/00 Wichita Area Association of REALTORS®
WIRE FRAUD ALERT

IMPORTANT! YOUR FUNDS MAY BE AT RISK

**SECURITY 1ST TITLE DOES NOT SEND WIRE INSTRUCTIONS UNLESS REQUESTED**

This Alert is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer. Realtors®, Real Estate Brokers, Title Companies, Closing Attorneys, Buyers and Sellers are targets for fraudsters to gain access to information for the purpose of wire fraud schemes. Many homebuyers have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification.

A fraudster will hack into a participant's email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the Buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain wiring instructions or routing information, and will request that the Buyer send funds to an account controlled by the fraudster.

Security 1st Title does not require your funds to be wired. We accept certified checks. If you prefer to wire, you must contact us by phone to request our wire instructions. We will give them verbally or send via SECURED email. After receipt, if you receive another email or unsolicited call purporting to alter these instructions please disregard and immediately contact us.

***Closing funds in the form of ACH Electronic Transfers will NOT be accepted***

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY on emails or other communications purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.**
- **DO NOT FORWARD wire instructions to any other parties.**
- **ALWAYS VERIFY WIRE INSTRUCTIONS, specifically the ABA routing number and account number, by calling the party who is receiving the funds.**
- **DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify with a phone directory.**
- **DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.**

ACKNOWLEDGEMENT OF RECEIPT – YOU MUST SIGN BELOW

Your signature below acknowledges receipt of this Wire Fraud Alert.

buyer

[Signature]

seller

[Signature]

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
Property Address: **151.31 +/- Acres in 3 Parcels at 87th & Ridge - Clearwater, KS** (the “Real Estate”)

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

### Utility Providers

<table>
<thead>
<tr>
<th>Utility Provider</th>
<th>Company</th>
<th>12 Month Avg</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric:</td>
<td>Sedgwick County Electric</td>
<td>$25/month</td>
</tr>
<tr>
<td>Water &amp; Sewer:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gas</td>
<td>Propane:</td>
<td></td>
</tr>
</tbody>
</table>

- **If propane, is tank owned or leased?**  
  - Owned  
  - Leased

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

-  

### Appliances that Transfer:

- **Refrigerator?**  
  - Yes  
  - No  
- **Dishwasher?**  
  - Yes  
  - No  
- **Stove/Oven?**  
  - Yes  
  - No
- **Microwave?**  
  - Yes  
  - No

- **Washer?**  
  - Yes  
  - No
- **Dryer?**  
  - Yes  
  - No
- **Other?**  
  -  

### Homeowners Association:

- **Yes**  
- **No**

<table>
<thead>
<tr>
<th>Dues Amount:</th>
<th>Yearly</th>
<th>Monthly</th>
<th>Quarterly</th>
</tr>
</thead>
</table>

| Initiation Fee: |  |

### Are there any permanently attached items that will not transfer with the Real Estate (*e.g. projector, chandelier, etc.*)?  

-  

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.
Parcels 1, 2, and 3 at 87th & Ridge Rd. - Clearwater, KS 67026
Flood Zone
TERMS AND CONDITIONS

Thank you for participating in today’s auction. The auction will be conducted by McCurdy Auction, LLC (“McCurdy”) on behalf of the owner of the real estate (the “Seller”). The real estate offered for sale at auction (the “Real Estate”) is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy.

1. Any person who registers or bids at this Auction (the “Bidder”) agrees to be bound by these Terms and Conditions, the auction announcements, and, in the event that Bidder is the successful bidder, the Contract for Purchase and Sale.

2. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, “as is where is” condition and is accepted by Bidder without any expressed or implied warranties or representations from Seller or McCurdy, including, but not limited to, the following: the condition of the Real Estate; the Real Estate’s suitability for any or all activities or uses; the Real Estate’s compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate’s compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder’s own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder’s responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has been provided an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder’s own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.

3. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate. 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.

4. There will be a 10% buyer’s premium ($1,500.00 minimum) added to the final bid. The buyer’s premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.

5. The Real Estate is not offered contingent upon financing.

6. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of cash, check, or immediately available, certified funds and in the amount set forth by McCurdy. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by Seller and Bidder.

7. Auction announcements take precedence over anything previously stated or printed, including these Terms and Conditions.

8. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.

9. These Terms and Conditions, especially as they relate to the qualifications of potential bidders, are designed for the
protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole discretion of Seller or McCurdy, exceptions to certain Terms and Conditions may be made.

10. In the event Bidder is the successful bidder at the auction, Bidder’s bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. In the event that Bidder is the successful bidder but fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these signed Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.

11. It is the responsibility of Bidder to make sure that McCurdy is aware of Bidder’s attempt to place a bid. McCurdy disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. McCurdy is not responsible for errors in bidding and Bidder releases and waives any claims against McCurdy for bidding errors. Once a bid has been acknowledged by the auctioneer, the bid cannot be retracted.

12. Bidder authorizes McCurdy to film, photograph, or otherwise record the voice or image of Bidder and any guests or minors accompanying Bidder at this auction and to use the films, photographs, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.

13. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy no later than 5 p.m. on the business day prior to the auction by completing the Broker Registration Form, available on McCurdy’s website.

14. McCurdy is acting solely as agent for Seller and not as an agent for Bidder. McCurdy is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will McCurdy be liable to Bidder for any damages, including incidental or consequential damages, arising out of or related to this auction, the Contract for Purchase and Sale, or Seller’s failure to execute or abide by the Contract for Purchase and Sale.

15. Neither Seller nor McCurdy, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the premises. 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 premises, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.

16. McCurdy reserves the right to establish all bidding increments.

17. McCurdy may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.

18. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.

19. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.

20. These Terms and Conditions are binding on Bidder and on Bidder’s partners, representatives, employees, successors, executors, administrators, and assigns.

21. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.

22. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas’s rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.
**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)