

Midwest Lifestyle Auctions

Kansas.MidwestLifestyleProperties.com Online bidding at mlauctions.hibid.com

Property Information Package
7710 N. West St. Home &
Improvements On 37 acres m/l
&
Additional 39 Acre Parcel
Valley Center, KS 67147

Sellers: Thompson Family

Auction Date and Time: October 28th, 2023 at 10:00am Live Auction Location: 7710 N. West St., Valley Center KS 67147

About us:

We are a full service Real Estate & Auction Company. Serving Kansas and surrounding states.

Auctioneer: Nick Holzrichter-United Country Midwest Lifestyle Properties/Auction 620.804.2977

Auction Instructions

<u>BUYERS PREMIUM</u>- There is a 10% buyer's premium on this sale. Please bid accordingly. Example; \$100,000 bid price

+ \$10,000 (10% buyers premium) \$110,000 contract price

Property is being sold at live auction, bidding will be on a per acre basis offered in 3 tracts as follows:

Lot 1-7710 N. West St., Valley Center, KS 67147 Legal Description: Gov. Lot 4 in NW/4 Sec. 1-26S-1W Sedgwick County Kansas Home & Improvements with 37 acres m/l (bid price times 37 plus buyers premium)

Lot 2-Adjoining 39 acres m/l parcel (bid price times 39 plus buyers premium)
Legal Description: N/2 of NW/4 except Gov. Lot 4 Sec. 1-26S-1W Sedgwick County
Kansas

Lot 3-Combination of Lots 1&2 as a whole-All improvements on 76 acres m/l (bid price times 76 plus buyers premium)

NOTE: LOTS WILL BE SOLD "HIGH BIDDERS CHOICE"
THIS MEANS WHEN BIDDING ENDS THE HIGH BIDDER WILL HAVE THE
OPTION TO CHOOSE WHETHER THEY WANT LOT 1-IMPROVEMENTS AND 37
ACRES M/L or LOT 2-THE ADJOINING 39 ACRES M/L or LOT 3- COMBINATION
OF LOTS 1 & 2.

IT IS VERY IMPORTANT THAT IF YOU DESIRE TO PURCHASE EITHER LOT 1 OR 2 INDIVIDUALLY YOU MUST BID YOUR HIGHEST AND BEST INITIALLY OR RISK MISSING OUT IF HIGH BIDDER CHOOSES LOT 3, WHICH IS THE ENTIRE PROPERTY AND THUS MAY CONCLUDE THE AUCTION, UPON SELLER CONFIRMATION OF ACCEPTANCE OF HIGH BID.

SELLER & AUCTION COMPANY RESERVES THE RIGHT TO RE-OPEN BIDDING ON ALL LOTS AT ANY TIME UNTIL PROPERTIES ARE ANNOUNCED "SOLD"

<u>DOWN PAYMENT</u>- Immediately following the conclusion of the auction, the successful bidder will sign the real estate purchase contract & pay earnest money/down payment in the amount of 10% of the contract price. The down payment may be paid in the form of personal check, or business check. The balance of the purchase price is due in certified US funds at closing.

The earnest money/down payment is non-refundable. The real estate is not being sold subject to buyer qualifying for financing. Seller WILL NOT pay any of buyer's loan costs.

<u>CLOSING</u> – Closing shall occur on or before November 28th 2023 and take place at Security 1st Title. Closing fees & title insurance will be split equally between seller & buyer. <u>POSSESSION</u> – At Closing <u>REAL ESTATE TAX</u> – Seller shall pay 2022 taxes and all prior years. 2023 taxes shall be prorated to day of closing. <u>AGENCY</u> – United Country Midwest Lifestyle Properties is functioning as the agent of the seller & will not be the agent of the buyer. Information given to the agent of the seller by the buyer will be disclosed to the seller.

NOTICE AND DISCLAIMER

All information contained in this brochure and all related materials have been gathered from sources considered to be reliable. However it is incumbent upon buyer to do their own due diligence prior to bidding or to verify any information presented at any time. All announcements made by the Auctioneer/Broker during the sale take precedence over any and all printed material and oral announcements. Real Estate is being sold subject to leases, easements and roads and right of way of record or established by use. The seller or Auctioneer makes no warranties either expressed or implied, except seller warrants good title. All information contained in the brochure is obtained from sources considered reliable, however bidders are invited to inspect Real Estate and make their own investigations in respect thereto. The Real Estate and improvements are being sold in "As Is" Condition and accepted by buyers without any expressed or implied warranties from the seller(s) or their agent(s). It is Incumbent upon the buyer to exercise their own due diligence prior to bidding on this Real Estate & Improvements, including but not limited to roof, structure, termite, presence of lead-based paint and/or lead-based paint hazards, electrical, mechanical, plumbing, and other desired inspections, if any. If you are the successful bidder you will be required to sign a disclosure of information and acknowledgement on lead-based paint and/or lead-based paint hazards on properties built in 1978 or prior.

Preliminary Title Work



Transaction Identification Data for reference only:

Issuing Agent:

Security 1st Title

Buyer:

Title Contact:

A Legal Entity, To Be Determined

Issuing Office:

727 N Waco Ave, Ste 300

Residential Title Staff 727 N Waco Ave, Ste 300

Wichita, KS 67203

Wichita, KS 67203

ALTA Universal ID: Loan ID Number: 1010831

(316) 779-1994 (Work) rthd@security1st.com

Commitment No.:

SBR-NW3044096

Property Address:

7710 N. West St.

Valley Center, KS 67147

SCHEDULE A

1. Commitment Date:

09/08/2023 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

\$1,000.00

Proposed Insured: A Legal Entity, To Be Determined The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

William Ben Thompson aka Ben Thompson and Rosella Etta Thompson Revocable Trust, dated October 20, 2015

5. The Land is described as follows:

Parcel 1:

Government Lot 4, Section 1, Township 26 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas.

Parcel 2:

Government Lot 3 in the N/2 NW/4, Section 1, Township 26 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas.

Security 1st Title, LLC

By:





SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

- 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.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, and recorded in the Public Records.
- 5. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in the Conditions, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
- 6. Our search of the public records does not disclose a mortgage/deed of trust on the property. We must be advised if you have any knowledge of an unreleased mortgage/deed of trust, recorded or unrecorded. The Company reserves the right to make such further requirements as it deems necessary.
- 7. Furnish for our approval a Certification of 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 of the William Ben Thompson aka Ben Thompson and Rosella Etta Thompson Revocable Trust, dated October 20, 2015.
 - In the alternative, we may be provided with said Trust together with all amendments thereto. We reserve the right to make additional requirements we deem necessary.
- 8. File a Trustee's Deed from William Ben Thompson aka Ben Thompson and Rosella Etta Thompson Revocable Trust, dated October 20, 2015 to A Legal Entity, To Be Determined.
 - 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.
- 9. Provide this company with a properly completed and executed Owner's Affidavit.



10. Recording 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: 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.





SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 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.
- 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 at Date of Policy.
- Taxes, or special assessments, if any, not shown as existing liens by the Public Records.

The following effects Parcel 1:

7. General taxes and special assessments for the year 2022 in the amount of \$3,417.94, PAID.

Property ID # PK-00003-0001

PIN # 00286351

- 8. Roadway easement, if any, over the North 20' and West 30' of subject property.
- 9. Reservation in Book 15, Page 186 of an easement for road purposes of a strip of land fifty (50) feet wide along the entire north side of the above described tract of subject property.
- 10. Covenants, conditions, restrictions, easements and assessments contained in/on Misc. Book 587, Page 43.
- 11. An easement for pipe line, recorded as Misc. Book 127, Page 623.

In favor of: Derby Oil Company

Affects: a portion of subject property

12. An easement for transmission lines and appurtenances thereto, recorded as Misc. Book 233, Page 490.

In favor of: Kansas Gas and Electric Company

Affects: a portion of subject property



13. Terms and provisions of the oil and gas leases executed between Samuel Bright, lessor, and F.E. Walton, lessee, filed June 22, 1927 recorded in/on Misc. Book 43, Page 48, together with all subsequent assignments and conveyances. Affidavit of Production filed in Misc. Book 90, Page 68 and Misc. Book 262, Page 384.

Partial Release of Oil and Gas Lease filed in Film 1462, Pages 838 and 839.

14. Terms and provisions of the oil and gas leases executed between Samuel Bright, lessor, and F.E. Walton, lessee, filed May 1, 1928 recorded in/on Misc. Book 43, Page 64, together with all subsequent assignments and conveyances. Affidavit of Production filed in Misc. Book 90, Page 68 and Misc. Book 262, Page 384.

Partial Release of Oil and Gas Lease filed in Film 1462, Pages 838 and 839.

- 15. Terms and provisions of the oil and gas leases executed between Alleyne Andrews and Beulah Beard, lessor, and Jerry R. Kiser and RA Christensen, lessee, filed March 25, 1986 recorded in/on Film 787, Page 432, together with all subsequent assignments and conveyances.
- 16. Terms and provisions of the oil and gas leases executed between Roger A. Fry; etal, lessor, and Larry R. Kiser and RA Christensen, lessee, filed June 16, 1986 recorded in/on Film 806, Page 417, together with all subsequent assignments and conveyances.
- 17. An easement for Urban Easement Grant, recorded as Misc. Book 420, Page 207.

In favor of: Kansas Gas and Electric Company

Affects: a portion of subject property

The following effects Parcel 2:

18. General taxes and special assessments for the year 2022 in the amount of \$243.23, PAID.

Property ID # PK-00003

PIN # 00286350

- 19. Roadway easement, if any, over the North 50' of subject property.
- 20. Road Easement for road and cul-de-sac purposes recorded in/on Film 111, Page 238.
- 21. Covenants, conditions, restrictions, easements and assessments contained in/on Misc. Book 587, Page 43.
- 22. An easement for pipe line, recorded as Misc. Book 127, Page 623.

In favor of: Derby Oil Company

Affects: a portion of subject property

23. An easement for Urban Easement Grant, recorded as Misc. Book 420, Page 207.

In favor of: Kansas Gas and Electric Company

Affects: a portion of subject property

24. Terms and provisions of the oil and gas leases executed between Samuel Bright, lessor, and F.E. Walton, lessee, filed June 22, 1927 recorded in/on Misc. Book 43, Page 48, together with all subsequent assignments and conveyances. Affidavit of Production filed in Misc. Book 90, Page 68 and Misc. Book 262, Page 384.

Partial Release of Oil and Gas Lease filed in Film 1462, Pages 838 and 839.

25. Terms and provisions of the oil and gas leases executed between Samuel Bright, lessor, and F.E. Walton, lessee, filed May 1, 1928 recorded in/on Misc. Book 43, Page 64, together with all subsequent assignments and conveyances. Affidavit of Production filed in Misc. Book 90, Page 68 and Misc. Book 262, Page 384.

Partial Release of Oil and Gas Lease filed in Film 1462, Pages 838 and 839.

26. The consequences of any past or future change in the location of the Little Arkansas River, which forms the Eastern boundary of the subject land, or any dispute arising over the location of the old bed of Little Arkansas River or any variance between the boundary of said land as originally conveyed and the boundary thereof as now used and occupied.



- 27. The right of upper and lower riparian owners to the free and unobstructed flow of the water of the Little Arkansas River, which forms the Eastern boundary of the subject land, without diminution or pollution. The following effects both parcels:
- 28. Any interest outstanding of record in and to all the oil, gas and other minerals in and under and that may be produced from said premises, together with all rights incident to or growing out of said outstanding minerals, including but not limited to outstanding oil and gas leases and easements.
- 29. Subject to existing road, street or highway rights of way.

The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charge for same shall have been paid.



Sample Purchase Contract & Associated Documents



AUCTION RESIDENTIAL REAL ESTATE CONTRACT

Document updated: April 2016

1. PARTIES: SELLER: BUYER:	The parties to this Contract are: (Print Names a		MARRIED
2. EFFECTIVI	E DATE OF THE CONTRACT: The "Effective s Contract.	Date" of this Contract shall be the date	of final acceptance by the last
described real p STREET CITY:	NT TO SELL AND PROPERTY ADDRESS: Enoperty (the "Property"): ADDRESS: COUNTY: ESCRIPTION:		
A. HIGH I B. BUYEI C. TOTAI D. EARNI E. ADDIT F. APPRO	E PRICE OF THE PROPERTY: BUYER shall or the purchase of the Property in the manner as BID PRICE AT AUCTION: R'S PREMIUM (See Section 11): PURCHASE PRICE FOR THE PROPERTY: EST MONEY DEPOSIT (See Section 9): TONAL NON-REFUNDABLE DEPOSIT TO SEI DXIMATE BALANCE DUE FROM BUYER A ions, closing costs and any pre-paid expense Certified, Cashier's Check or wired funds on the	\$ follows: \$ \$ LLER (See Section 10): AT CLOSING, excluding adjustments es (if any). Amount shall be in the form	\$ \$ \$ and
A. This C appurt real pr ceiling conditi attache gas lo pumps cookin attache equipm conditi	contract includes the real property described enances, equipment or fixtures that are bolted, operty or any existing improvements on the Profans; bathroom mirrors (attached and unattact oning; central vacuum and attachments; curtained); floor coverings (if attached); flower, shrubs gs and fireplace grates; heating and plumbing; keys to all doors; kitchen appliances (built-in); g units (if attached); owned butane and profed); shutters; soft water conditioner (if owned enent; television antennas (if attached and exponing units; and window coverings and componillowing items are also included in the sale and a	in this Contract, all existing improvem buried, glued, nailed, screwed or other operty. This includes the following (if prened); burglary, fire and smoke detection and drapery rods (if attached); fences; and trees; garage door openers (and reequipment (and fixtures); humidifiers (if lighting and light fixtures; mailboxes; otherwise tanks; rural water certificates and distribution; storm doors, screens and windows coluding satellite dishes); sprinkler systems.	wise permanently affixed to the sent on the Property): attic and systems (if owned); central air fireplace doors and screens (if mote transmitters); gas heaters; f attached); installed water well her mirrors (if attached); outside d meters; screens; shelves (if sy swimming pool and all pool tems and controls; window air
C. The fo	llowing items are not included in the sale and a	re excluded from the Property under this	Contract:
BUYER'S INITIAL SELLER'S INITIAL		Page 1 of 10	Copyright © 2016 Kansas Association of REALTORS®

	D.	Contract. BUYER and SELLER agree t	that the description of the Property in	of the property that is transferred pursuant to this this Contract supersedes any descriptions of the Disclosure Statement and any other promotiona
		RSONAL PROPERTY: Personal propert d, please specify below:	y is included not included in	the sale of the Property. If personal property is
7.	A. B.	of the Property to the BUYER on or bef If the SELLER is unable to provide clea process, BUYER and SELLER agree th	fore(the part title to the Property on or before the part the Closing Date shall be extended bugh no fault of either party, BUYER are not to exceed 30 calendar days.	Closing Date, but the clearing of the title is in for a reasonable period of time not to exceed 30 and SELLER agree that the Closing Date shall be
is n	ot c		nancing. Accordingly, this is a cash s	tion to purchase the Property under this Contrac sale and the BUYER is obligated to perform the chase the Property.
9.	A.B.C.D.	BUYER acknowledges that the Earnest parties. BUYER agrees and acknowled Escrow Agent or Listing Broker has the BUYER is not entitled to any interest or In the event that the BUYER fails for ar the SELLER'S option cancel this Cont shall become the sole property of the standard that it is subsection, all expenses of the stransaction as of the date of cancellation be paid for prior to any remaining funds of either the BUYER or SELLER cancellation evidence contained in this Contract, But Money is returned to the BUYER under any real estate licensees involved in expenses and title insurance, shall be done to the BUYER. In the event that the SELLER is unable obligations under this Contract, the Ear In the event that the Earnest Money is both have the option of seeking specific Notwithstanding any other terms or con BUYER and SELLER understand that at the Earnest Money deposit without the Broker can only disburse Earnest Money.	Otherw) has a guarantee that the BUYER shat the Money shall be deposited within five diges that these funds may be deposite right to retain all interest earned on the the Earnest Money. By reason to fulfill any of the BUYER'S tract and, upon the cancellation of the SELLER. In the event that the Earnest ale incurred by the BUYER, SELLER on or default, including but not limited as from the forfeited Earnest Money beint cels this Contract as provided under UYER'S Earnest Money shall be returned this subsection, all expenses of this the transaction as of the date of cardeducted from the Earnest Money and the top to the contract of the SELLER or returned to the contract of this Contract or any conditions of this Contract regarding the applicable Kansas law prohibits the Lister consent of all parties to this Contract or any one of the consent of all parties to this Contract or any one of the consent of all parties to this Contract or any of the consent of all parties to this Contract or any of the consent of all parties to this Contract or any of the consent of all parties to this Contract or any of the consent of all parties to this Contract or any of the consent of all parties to this Contract or any of the consent of all parties to this Contract or any of the consent of all parties to this Contract or any of the consent of all parties to this Contract or any of the consent of all parties to this Contract or any of the consent of all parties to this Contract or any of the consent of all parties to this Contract or any of the consent of all parties to this Contract or any of the consent of all parties to this Contract or any of the consent of all parties to this Contract or any of the consent of all parties to this Contract or any of the consent of all parties to this Contract or any of the consent of all parties to this Contract or any of the consent of all parties to the consent of all parties to the consent of the	all fulfill the terms and conditions of this Contract. business days after this Contract is signed by all ted into an interest-bearing account and that the he funds. BUYER agrees and acknowledges that is contract by the SELLER, the Earnest Money is Contract by the SELLER, the Earnest Money is Money is forfeited by the BUYER as stated in R and any real estate licensees involved in the to marketing expenses and title insurance, shaling released to the SELLER. To one of the provisions concerning liens or title ned to the BUYER. In the event that the Earnest transaction incurred by the BUYER, SELLER and incellation, including but not limited to marketing dipaid prior to the release of the remaining funds. Property or otherwise defaults on the SELLER'S
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	H.	BUYER and SELLER agree that the failure to either (1) respond in writing to a certified letter from the Listing Broker within seven (7) calendar days of receiving the letter or (2) make written demand for return or forfeiture of any Earnest Money deposit within thirty (30) calendar days of notice of cancellation of this Contract shall constitute consent to the distribution of the Earnest Money deposit as suggested in any such certified letter or as demanded by the other party to this Contract. If a dispute arises over the disposition of funds or documents deposited with the Listing Broker or Escrow Agent, the BUYER and SELLER agree that any attorneys' fees, court costs or any other legal expenses incurred by the Listing Broker or Escrow Agent in connection with such dispute shall be reimbursed from the Earnest Money or other funds deposited with the Listing Broker or Escrow Agent.
10.		ADDITIONAL DEPOSIT TO SELLER (Section must be checked if applicable): BUYER and SELLER agree that an additional
dep	osit	in the amount of \$ shall be deposited with hours (24 if left blank) after this Contract is signed by all parties. BUYER and
(nai	me c	of the deposit holder) within hours (24 if left blank) after this Contract is signed by all parties. BUYER and
SEL	LEF	Ragree that the Additional Deposit to SELLER shall be NON-REFUNDABLE.
11.	A.	BUYER'S PREMIUM (Section must be checked if applicable): BUYER and SELLER agree that BROKER shall collect a
the	Res	NDITION OF PROPERTY: This Contract shall not be contingent upon the SELLER'S completion and the BUYER'S receipt of sidential Property Disclosure Statement. SELLER agrees and acknowledges that this does not relieve the SELLER of the on to disclose all material facts actually known about the condition of the Property to the BUYER.
13.	A. B.	Unless otherwise agreed in writing, SELLER agrees to leave all utilities on until the Possession Date. SELLER shall advise utility companies to read meters on the Possession Date for final billing purposes and to leave all utilities on until the BUYER takes possession under this Contract. SELLER shall maintain the Property in its present condition through the Possession Date with the exclusion of reasonable wear and tear to the Property. SELLER agrees to perform ordinary and necessary maintenance, repair and upkeep to the Property and to keep the improvements on the Property fully insured until the Possession Date. Unless otherwise agreed in writing, SELLER shall remove all of the SELLER'S possessions and all debris and trash from the Property and SELLER shall clean the Property upon vacating and prior to deliver of possession of the Property to the BUYER.
14.	CA A. B.	If the improvements on the Property are damaged or destroyed by fire or other casualty after the Effective Date of this Contract and prior to the Closing Date, SELLER shall notify the BUYER within hours (24 if left blank) of such damage. If the Property has been damaged or destroyed, SELLER shall repair the damage done and restore the Property to its current condition or replace the Property prior to the Closing Date. If the repair or replacement cannot be completed prior to the Closing Date, BUYER and SELLER shall agree in writing to one of the following options to complete the repair or replacement of the Property: (1) The Closing Date will be extended until the completion of the repair or replacement of the Property; (2) BUYER shall agree to accept the Property "AS IS" in its damaged or destroyed condition and the SELLER shall assign and transfer all insurance deductibles and proceeds to the BUYER; (3) With the consent of the BUYER'S mortgage lender (if applicable), the SELLER shall place 150% of the estimated repair or replacement costs into escrow until the repair or replacement is completed and any funds remaining after full payment for the repair or replacement shall be remitted to the SELLER following the completion of the repair or replacement; or
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		(4) If SELLER elects not to repair or replace the Property, BUYER may cancel this Contract within calendar days (ten if left blank) of the BUYER'S receipt of written notification of the damage. In the event that the Earnest Money is returned to the BUYER under this subsection, all expenses of this transaction incurred by the BUYER, SELLER and any real estate licensees involved in the transaction as of the date of cancellation, including but not limited to marketing expenses and title insurance, shall be deducted from the Earnest Money and paid prior to the release of the remaining funds to the BUYER.
15.	A. B.	SELLER shall maintain current property insurance coverage on the Property until the Closing Date. If BUYER takes possession of the Property prior to the Closing Date, BUYER shall secure insurance coverage for the BUYER'S personal property that is effective on or before the Possession Date. At closing, the BUYER shall furnish the property insurance coverage necessary for the protection of the instrument holders and containing loss clauses in favor of the instrument holders as their interests may appear. If required and so specified, the property insurance coverage shall be held by the instrument holders or escrow agent until the lien is paid in full. If required by the mortgage lender, BUYER agrees to purchase a flood insurance policy to insure the Property against flood damage.
16.	A.B.C.D.E.	YMENT OF HOMEOWNERS' ASSOCIATION CHARGES, SPECIAL ASSESSMENTS AND TAXES: SELLER represents and warrants that all of the homeowners' association charges, special assessments, real estate taxes and any other contractual obligations of the SELLER to be assumed by the BUYER that are currently due and payable for years prior to the current calendar year shall be paid by the SELLER. BUYER and SELLER agree that all of the homeowners' association charges, special assessments, real estate taxes and any other contractual obligations of the SELLER to be assumed by the BUYER that become due and accrue during the calendar year in which the SELLER'S warranty deed is delivered shall be paid by BUYER SELLER pro-rated between the BUYER and SELLER on the Closing Date. If the amount of any homeowners' association charges, special assessments, real estate taxes and any other contractual obligations of the SELLER to be assumed by the BUYER annot be ascertained from the public record for the calendar year in which the SELLER'S warranty deed is delivered, BUYER and SELLER agree that the amount of the item for the preceding year shall be used to calculate the current calendar year's amount. BUYER and SELLER agree that if the Property has been reappraised or reclassified within the preceding year and the actual real estate taxes based on the information available on the Closing Date. BUYER acknowledges that the mill levy, classification, assessed valuation and real estate taxes may change from year to year during the BUYER'S ownership of the Property and that any periodic reappraisal required by law may result in a change (and a potential increase) of the real estate taxes due on the Property. SELLER warrants that the SELLER does not have any knowledge of any easements or sewer, street or other proposed special assessment Disclosure Addendum. BUYER and SELLER agree to hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors, from and against any a
17.	A. B. C.	Unless otherwise agreed upon in writing, the BUYER and SELLER agree that no "staked" boundary survey will be performed as part of this Contract. BUYER is aware that title insurance may not cover survey-related issues, even if a recent survey has been completed. The title policy furnished to the BUYER under this Contract will contain a survey exception under Schedule B unless the BUYER provides a boundary survey to the title company at the BUYER'S expense. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) relating to any defects, encroachments, overlaps, boundary line disputes, acreage matters or other matters that would have been disclosed or discovered by a survey. SELLER represents and warrants that there is ingress and egress to the Property.

BUYER'S INITIALS

SELLER'S INITIALS _____

18. LIENS ON THE PROPERTY:

- A. SELLER represents and warrants that there are not unpaid chattel mortgages, conditional sales contracts, financing statements or security agreements (whether recorded or not) affecting any fixture, portion of the Property or item of personal property included in the sale of the Property under this Contract.
- B. BUYER and SELLER agree that any existing liens on the Property that the SELLER is required to remove under this Contract may be paid and discharged from the SELLER'S proceeds at closing.
- C. SELLER shall indemnify and hold BUYER harmless from any obligation for payment of any amounts by reason of any liens on the Property that accrued prior to the closing of this Contract.
- D. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) resulting from any unpaid liens, chattel mortgages, conditional sales contracts, financing statement or security agreements on the Property or any personal property included in the sale of the Property under this Contract.

19. INSPECTIONS OF THE PROPERTY:

- A. BUYER acknowledges and agrees that it is the BUYER'S sole obligation and responsibility to perform any and all inspections of the Property (environmental, physical or otherwise), review all property information and due diligence materials, independently verify any information on the Property (including information available in public records), inquire as to the applicability of and compliance with land use and environmental regulations and to be satisfies by the Property's condition prior to making an offer to purchase the Property on the Auction Date.
- B. BUYER is STRONGLY ADVISED to seek expert advice and conduct or obtain inspections to determine if damages, defects or hazards exist in and on the Property prior to making an offer to purchase the Property on the Auction Date. If inspections are not performed on all or part of the Property, BUYER shall be bound by whatever information an inspection would have revealed and waives any cause of action, claim or right relating to or arising from any condition of the Property that would have been apparent had inspections been performed.
- C. BUYER ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING PURCHASED AS IS AND ACCEPTED IN ITS CURRENT CONDITION ONLY, WITHOUT REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND BY THE SELLER OR ANY REAL ESTATE LICENSEES INVOLVED IN THIS TRANSACTION CONCERNING THE CONDITION OR VALUE OF THE PROPERTY.
- D. BUYER agrees and acknowledges that no important representations of the SELLER nor any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed as follows:
- E. BUYER and SELLER agree that any real estate licensees involved in this transaction are not experts regarding whether any unacceptable property conditions exist in and on the Property. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, 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 discovery of property defects or unacceptable property conditions in the Property, unless the real estate licensees had actual knowledge of the conditions prior to the closing of this Contract and failed to disclose this information to the parties.
- F. BUYER and SELLER jointly and severally agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees and professional fees) incurred in connection with any preventative, remedial or other cleanup action necessary to comply with all applicable federal, state and local environmental laws, rules, regulations and ordinances. SELLER warrants that to the best of SELLER'S knowledge and belief after due inquiry, the Property complies with and that SELLER is not in violation of and has not violated any applicable federal, state and local environmental laws, rules, regulations or ordinances.
- G. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including hearing disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family from Lead in Your Home" for more information.

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BUYER'S INITIALS		Copyright © 2016
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SELLER'S INITIALS	Page 5 of 10	Kansas Association of REALTORS®

20.	HOMEOWNERS'	ASSOCIATION OF	R COMMON INTEREST	COMMUNITY:
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20.		MEOWNERS' ASSOCIATION OR COMMON INTEREST COMMUNITY: SELLER agrees to disclose, to the best of his or her knowledge, whether the Property is subject to a homeowners'
	Α.	association or other common interest community and whether the Property is subject to any assessments, charges, dues or
	C.	To the best of the SELLER'S knowledge: There is no active homeowners' association or common interest community in the area and the Property is not subject to any assessments, charges, dues or fees. SELLER has never been billed or paid any assessments, charges, dues or fees for the Property and, to the best of the SELLER'S knowledge, there are no such assessments, charges, dues or fees outstanding on the Property that might form the basis of a lien imposed upon the Property. SELLER discloses and BUYER acknowledges that the Property is subject to a homeowners' association or other common interest community and that an assessment, charge, dues or fee shall be assessed against the Property in the amount of \$\ per \ month \ quarter \ year and are subject to adjustment at the sole discretion of the homeowners' association or common interest community. SELLER agrees to provide a current copy of any bylaws, declarations, covenants and rules and regulations of the homeowners' association or common interest community to the BUYER prior to the Closing Date. SELLER warrants that the SELLER has no knowledge of whether the Property is subject to a homeowners' association or other common interest community for which the Property shall be subject to any assessments, charges, dues or fees except as accurately and completely disclosed in this Contract or any addendums to this Contract. SELLER agrees to defend, indemnify and hold the BUYER harmless from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) resulting from an obligation for payment of any assessments, charges, dues or fees to any homeowners' association or common interest community that were due prior to the Closing Date. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and
		their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) resulting from the information the SELLER has provided to the BUYER regarding homeowners' associations or other common interest communities.
21.		FENTIAL PROXIMITY OF REGISTERED OFFENDERS TO PROPERTY: Kansas state law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you, as the BUYER, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at http://www.kansas.gov/kbi or by contacting the local sheriff's office.
	B.	BUYER and SELLER agree that any real estate licensees involved in this transaction owe no duty or obligation to the BUYER to conduct an independent investigation as to the potential proximity of registered offenders to the Property. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, 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 discovery of registered offenders residing within relative proximity to the Property.
22.		Every BUYER of residential real property is notified that the Property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires SELLERS to disclose any information known to the SELLER that shows elevated concentrations of radon gas in residential real property. The Kansas Department of Health and Environment (KDHE) recommends that all home buyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can easily be reduced by a radon mitigation technician. For additional information, go to https://www.kansasradonprogram.org/ .
	B.	BUYER understands that neither the SELLER nor any real estate licensees involved in this transaction have made any investigation to determine whether there is or will be radon gas in the Property. Neither the SELLER nor any real estate licensees involved in this transaction make any representations or warranties as to the presence or lack of radon gas in the Property or as to the effect of radon has or any such condition on the Property on the occupants of the Property. BUYER may, at BUYER'S sole expense, conduct an inspection to determine whether radon gas is present in the Property.
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C. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, 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 any radon gas in the Property.

23. POTENTIAL PRESENCE OF PROPERTY IN FLOOD PLAIN:

- A. 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 BUYER, 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 http://msc.fema.gov/, http://www.floodsmart.gov/ and other information may be available through local government planning and zoning offices.
- B. BUYER and SELLER agree that any real estate licensees involved in this transaction owe no duty or obligation to the BUYER to conduct an independent investigation as to the flood hazard status of the Property. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, 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.

24. DELIVERY OF THE DEED:

- A. On or before the Closing Date, SELLER shall execute and deliver a warranty deed and all other documents and funds reasonably necessary to complete the closing of this Contract. The warranty deed shall convey a marketable fee simple title to the Property free and clear of all liens and encumbrances to the BUYER, except as provided otherwise in this Contract.
- B. BUYER agrees and acknowledges that the purchase of the Property is subject to any building setback requirements, covenants, declarations, easements, restrictions, rights-of-way, special assessments, taxes and assessments and zoning laws and any other items contained in this Contract or that are discoverable in a search of public records.
- C. On or before the Closing Date, BUYER and SELLER agree to deliver to the closing agent a cashier's check or other certified funds sufficient to satisfy their respective obligations under this Contract. SELLER acknowledges that the disbursement of the proceeds may be made after the warranty deed, instrument of conveyance, mortgage or deed of trust has been recorded.

25. TITLE EVIDENCE:

- A. At least three calendar days prior to the Closing Date, SELLER shall cause to be furnished to the BUYER a title insurance company's written commitment "title binder" to issue after closing a title insurance policy in an amount equal to the full Purchase Price naming the BUYER as the insured. A copy of the title binder shall be furnished to the BUYER and the BUYER'S attorney (if any) as promptly as possible.
- B. The title binder shall show marketable title vested in the SELLER, subject to the following:
 - (1) Easements, mineral rights and reservations of record, encroachments that would be disclosed by a survey, rights-of-way of record, trees, plantings and fences on the Property;
 - (2) Restrictions and protective covenants of record, provided that no forfeiture provisions are contained therein;
 - (3) Un-matured special assessments, zoning laws, ordinances and regulations;
 - (4) Rights of tenants in possession;
 - (5) Liens (if any) described herein; and
 - (6) Those exceptions that are standard in the title company's Form B as specified therein.
- C. BUYER SELLER BUYER and SELLER equally shall pay for any lender's/mortgagee's/instrument holder's title insurance coverage. SELLER shall be responsible to use due diligence to resolve any title defects at the SELLER'S expense subject to the foregoing exceptions.
- D. BUYER SELLER BUYER and SELLER equally shall pay for any owner's title insurance coverage. SELLER shall be responsible to use due diligence to resolve any title defects at the SELLER'S expense subject to the foregoing exceptions.
- E. In the event that the SELLER is unable to furnish marketable title subject to the foregoing exceptions and this Contract is cancelled due to this inability to furnish marketable title, the Earnest Money shall be refunded promptly to the BUYER subject to the provisions of this Contract and the SELLER shall reimburse to the BUYER the cost of the BUYER'S attorneys' fees for examining title and title insurance cancellation fees and all parties shall be released from any further liability under this Contract.

BUYER'S INITIALS	
SELLER'S INITIALS	

26. NOTICES:

- A. Any notice required under the terms and conditions of this Contract shall be delivered by facsimile, United States Postal Service, private delivery service, electronic mail or in-person.
- B. The mailing address for the delivery of any notices under this Contract to any party shall be the mailing address referenced in this Contract, unless the party specifically requests in writing that a different mailing address be used to deliver notices under this Contract.
- C. This notice shall be deemed to be delivered upon the date of receipt. Delivery to a real estate licensee working with the party shall be treated as the same as delivery to the party.

27. DEFAULT AND REMEDIES:

- A. A party (either the BUYER or SELLER) to this Contract shall be in default under this Contract when the party fails to comply with any material condition, term or obligation of the Contract in the time period required by the Contract. Upon default, the parties shall have the remedies set forth below:
 - (1) Upon default by the SELLER, BUYER may seek to: (1) have the Contract specifically enforced and recover any damages caused by the SELLER'S delay in performing the Contract; or (2) terminate the Contract and, if the BUYER chooses, pursue any damages the BUYER incurred as a result of the SELLER'S breach of the Contract. If the contract is terminated, the Earnest Money will be distributed under the provisions of this Contract.
 - (2) Upon default by the BUYER, SELLER may seek to: (1) have the Contract specifically enforced and recover any damages caused by the BUYER'S delay in performing the Contract; or (2) terminate the Contract and, if the SELLER chooses, pursue any damages the SELLER incurred as a result of the BUYER'S breach of the Contract. If the contract is terminated, the Earnest Money will be distributed under the provisions of this Contract.
- B. If upon default either the BUYER or SELLER determines to pursue the BUYER'S or SELLER'S remedies and the non-defaulting party is successful in enforcing his or her remedy, unless otherwise provided by law, the defaulting party on the Contract will pay the non-defaulting party's attorneys' fees, costs and any other expenses incurred in enforcing the non-defaulting party's remedy against the defaulting party.
- 28. CONTRACT BINDING ON ASSIGNS AND HEIRS: This Contract shall be fully binding upon the parties and their administrators, assigns, executors, heirs and successors except as limited by this Contract.
- 29. AGREEMENT TO USE ELECTRONIC SIGNATURES AND AGREEMENTS: BUYER, SELLER and any real estate licensees involved in this transaction agree that this transaction may be conducted through electronic means according to the Kansas Uniform Electronic Transactions Act. However, any real estate licensees involved in this transaction have no authority to enter into electronic agreements with other parties on behalf of the BUYER or SELLER unless authorized to do so by a duly executed power of attorney.

30. BROKERAGE RELATIONSHIP DISCLOSURE:

Name of Brokerage Firm Assisting BUYER

BUYER'S INITIALS

SELLER'S INITIALS _

- A. BUYER and SELLER acknowledge that the real estate licensees involved in this transaction may be functioning as agents of the BUYER or SELLER or transaction brokers.
- B. Real estate licensees functioning as an agent of the BUYER have a duty to represent the BUYER'S interests and will not be an agent of the SELLER. Information given by the SELLER to an agent for the BUYER will be disclosed to the BUYER.
- C. Real estate licensees functioning as an agent of the SELLER have a duty to represent the SELLER'S interests and will not be an agent of the BUYER. Information given by the BUYER to an agent for the SELLER will be disclosed to the SELLER.
- D. Real estate licensees functioning in the capacity of a transaction broker are not agents for either party and do not advocate for the interests of either party.
- for the interests of either party.

 E. BUYER and SELLER acknowledge that the Real Estate Brokerage Relationships Brochure has been furnished to them.

 F. Listing Licensee is functioning as a: (Check the applicable function)

 Seller's Agent; or

 Designated Seller's Agent (Supervising Broker acts as a Transaction Broker).

 G. Selling Licensee is functioning as a: (Check the applicable function)

 Seller's Agent;

 Buyer's Agent;

 Designated Seller's Agent (Supervising Broker acts as a Transaction Broker);

 Designated Buyer's Agent (Supervising Broker acts as a Transaction Broker); or

 Transaction Broker.

 Name of Real Estate Licensee Assisting BUYER

 Name of Real Estate Licensee Assisting SELLER

Name of Brokerage Firm Assisting SELLER

31. SEVERABILITY: If any provision of this Contract, or any portion thereof, is rendered invalid by operation of law, judgment or court order, the remaining provisions thereof shall remain valid and enforceable and be construed to remain in force.
32. GOVERNING PROVISIONS: The laws of Kansas shall govern this Contract and its validity, construction and performance.
33. ENTIRE AGREEMENT OF THE PARTIES: The Contract constitutes the entire agreement between the parties and supersedes any previous agreements, contracts and representations, whether oral or written, to buy or sell the Property. Any prior agreements, contracts or representations, whether oral or written, have been merged into this Contract. There shall be no modification of any of the terms of this Contract unless such modifications have been agreed to in writing and signed by both parties. Neither this Contract, nor any interest herein, shall be transferred or assigned by the BUYER or SELLER without the prior written consent of both parties. No assignment shall serve to release or relieve the party assigning the Contract from any responsibilities or obligations under this Contract.
34. MEDIATION REQUIRED (Section must be checked if applicable): BUYER and SELLER agree that any claim or dispute arising out of or relating to this Contract or the services provided by any real estate licensees involved in this transaction shall be submitted to mediation by completing and signing the Mediation Addendum and attaching it to this Contract. The Mediation Addendum must be completed, signed and attached to this Contract if the "agree" box is checked in this section.
35. ACKNOWLEDGEMENT OF RECEIPT OF THE CONTRACT: BUYER and SELLER acknowledge and certify that they have received, read and understood a copy of this Contract.
36. ACKNOWLEDGEMENT OF RECEIPT OF EXPENSE ITEMIZATIONS: BUYER and SELLER acknowledge the receipt of separate expense itemizations estimating the approximate costs to be incurred in buying or selling the Property.
37. FORM AGREEMENT AND RECOMMENDATIONS FOR INDEPENDENT LEGAL ADVICE: This Contract has been approved as a form contract by the legal counsel of the Kansas Association or REALTORS® for exclusive use by its REALTOR® members. This is a legally binding contract when the BUYER and SELLER sign the Contract. If not understood, the Kansas Association of REALTORS® and any real estate licensees involved in this transaction recommend that either party should seek the advice of an attorney before signing the completed agreement.
38. SPECIAL CONDITIONS, PROVISIONS OR TERMS:

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 UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

BUYER'S SIGNATURE	DATE	SELLER'S SIGNATURE	DATE
BUYER'S SIGNATURE	DATE	SELLER'S SIGNATURE	DATE
BUYER'S MAILING ADDRESS		SELLER'S MAILING ADDRESS	
BUYER'S CITY, STATE AND ZIP CODE		SELLER'S CITY, STATE AND ZIP CODE	
BUYER'S CONTACT TELEPHONE NUMBER		SELLER'S CONTACT TELEPHONE NUMBER	
BUYER'S EMAIL ADDRESS		SELLER'S EMAIL ADDRESS	
For identification purposes only: (Please print or type)			
KREC File #:			
Agent Name:		Agent Name:	
Firm Name:		Firm Name:	
FORM CERTIFICATION: (to be completed by the agen	nt preparing	this Contract)	
that the printed form contains the language approundersigned agent further confirms that no additionable changes as may appear in this form made by hand	oved by the ons or dele or typewrite lidity or mea es have be	e foregoing form and confirms, to the best of his or her legal counsel for the Kansas Association of REALT stions to the approved language have been made, for and signed or initialed by the party submitting this containing of any provisions contained in this form, but men made to the approved form. Initial the applicable box) Listing agent Society.	FORS®. The except such offer. Agent's rely confirms

BUYER'S INITIALS	
SELLER'S INITIALS	

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

			-		
Sel	ler's Discl	osure			
(a)	Presence	of lead-based paint and/o	r lead-based	paint hazards (check (i) or (ii) below):	
	(1)	Known lead-based paint a (explain).	and/or lead-b	pased paint hazards are present in the h	ousing
X	(i) <u>G</u>	Seller has no knowledge of	of lead-based	paint and/or lead-based paint hazards in	n the housing.
(b)	Records a	and reports available to the	e seller (chec	k (i) or (ii) below):	
	(1)			all available records and reports pertainazards in the housing (list documents be	
K	(i) <u></u> <u> </u>	Seller has no reports or rehazards in the housing.	cords pertair	ning to lead-based paint and/or lead-bas	sed paint
Put	chaser's A	Acknowledgment (initial)			
(c)		Purchaser has received co	pies of all in	formation listed above.	
(d)		Purchaser has received the	e pamphlet I	Protect Your Family from Lead in Your Home	2
(e)	Purchase	r has (check (i) or (ii) below):		
	(1)			ially agreed upon period) to conduct a ri lead-based paint and/or lead-based pair	
	(ii)	waived the opportunity to lead-based paint and/or le		isk assessment or inspection for the president hazards.	sence of
Age	ents Ackn	owledgment (initial)			
(f)	100/	Agent has informed the se aware of his/her responsil	eller of the se bility to ensu	eller's obligations under 42 U.S.C. 4852d re compliance.	and is
Cer	tification	of Accuracy			
The	following p	parties have reviewed the info ey have provided is true and	ormation abov	e and certify, to the best of their knowledge	e, that the
اران این	Reliation the	es 12 0 lava)	9-7-43		
Selle	THOMPSON WI	LLIAM BENE ROSELLA ETTA REV TR DE	ite	Seller	Date
Pur	aser	Da	ite	Purchaser	Date
Λ	<u></u>		9072023	Access	
426	TIT	Da	ire	Agent	Date



GROUNDWATER / ENVIRONMENTAL ADDENDUM

1		ADDENDUM to Contra red into effective on th			and among the undersigned is
3 4				ed in several areas in an genvironmental conditions.	d around Sedgwick County.
5 6		arties are proposing to	ne sale and purchase	of certain property, commor Valley Cente	•
7	The p	arties are advised to	obtain expert advice	n regard to any environme	ntal concerns.
8	SELLE	R'S DISCLOSURE (plea	se complete both a a	nd b below)	
9	(a)	Presence of ground	water contamination	or other environmental conc	erns (Initial one):
10 11 12 13 14	K	or		dwater contamination or ot on or other environmental co	her environmental concerns; oncerns are:
15	(b)	Records and reports	in possession of Selle	r (initial one):	
16 17 18 19 20 21	K	environmental conce	erns; or provided the Buyer		ter contamination or other and reports pertaining to cument below):
22	BUYE	R'S ACKNOWLEDGME	NT (please complete	c below)	
23	(c)	Buyer has re	ceived copies of all in	formation, if any, listed abov	ve. (initial)
24 25 26 27	Seller accura	ate, and that Buyer an	d all licensees involve responses and any re		ler has provided is true and rmation. Buyer certifies that by Seller.
29 30	Seller	8	Date	Buyer	Date
31	Seller		Date	Buyer	Date

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CALL BEFORE YOU WIRE FUNDS

Real estate buyers and sellers are targets for wire fraud and many have lost hundreds of thousands of dollars because they failed to take two simple steps.

Obtain the phone number of your real estate agent and your escrow agent at your first meeting.

Call the known phone number to speak directly with your agent or escrow officer to confirm wire instructions PRIOR to wiring

Beware that cyber stalking and fraud are always changing.

Here is an example of a common type of fraud:

An email account (this could be agent's, escrow's, or consumer's email) is hacked. Hacker monitors the account, waiting for the time when consumer must wire funds. Agent, escrow, and consumer have no knowledge they are being monitored. Hacker, impersonating agent or escrow, instructs consumer to wire funds immediately. The wire instructions are for an account controlled by hacker. These instructions often create a sense of urgency and often explain that the agent or escrow officer cannot be reached by phone so any follow-up must be by email. When consumer replies to this email, consumer's email is diverted to hacker. Consumer wires the funds which are stolen by hacker with no recourse for consumer.

Never wire funds without first calling the known phone number for agent or escrow and confirming the wire instructions. Do not rely upon e-mail communications.

The best way to isolate yourself against this fraud is not to utilize electronic means to transfer money pertaining to a real estate transaction (i.e. ETF, wire transfer, electronic check, direct deposit, etc...)

The undersigned hereby acknowledge(s) receipt of this notice and the risks associated with, and the vulnerabilities of electronic transfer of funds. The undersigned further agree that if electronic transfer of funds is utilized in this transaction, they hereby hold the Brokerages, their agents and the designated title company harmless from all claims arising out of inaccurate transfer instructions, fraudulent taking of said funds and/or any other damage relating to the conduct of third parties influencing the implementation of transfer instructions.

Authorized Email Address	Authorized Email Address
Authorized Phone Number	Authorized Phone Number
Consumer Signature & Date	Consumer Signature & Date

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Misc. Documents

- PROPERTY DETAIL SHEETS
 - FSA ACRES MAP
 - 156 EZ REPORT
 - SOIL MAP & LEGEND
 - OVERVIEW MAPS
- COURTHOUSE INFORMATION
 - OTHER MISC DOCUMENTS

STANDARD



MLS# 630112 Status Active

Contingency Reason

SCKMLS 7710 N West Street

Address Address 2

City Valley Center

Zip 67147 **Asking Price** \$0 **Original Price** \$0 **Picture Count** 36



















KEYWORDS

AG Bedrooms 3 **Total Bedrooms** 3.00 **AG Full Baths** 1 **AG Half Baths** 0 **Total Full Baths** 1 **Total Half Baths Total Baths Old Total Baths Garage Size**

Basement Yes - Unfinished Levels 2 Story

Approximate Age 81+ Years Acreage 10.01 or More Approx. AGLA 2175

AGLA Source Court House

Approx. BFA 0.00 **BFA Source** Court House

Approx. TFLA 2,175 Lot Size/SqFt 63598 Number of Acres 37.00

GENERAL

List Agent

Nick Holzrichter - CELL: 620-804-2977

Co-List Agent BILLY B EBERHARDT - CELL: 316-655

-3690

Showing Phone 888-874-0581

Year Built 1928

Est. Completion Date

Parcel ID

00286351 **Elementary School** Valley Center **High School** Valley Center

Legal GOV. LOT 4 IN NW1/4 SEC 1-26-1W

Expiration Date 3/29/2024 **Display on Public Websites** Yes

VOW: Allow AVM Yes **Sub-Agent Comm** 0 **Transact Broker Comm** 3

Virtual Tour Y/N

Cumulative DOM 46

Input Date 9/9/2023 5:38 PM

Off Market Date HotSheet Date

Room 7 Flooring

Room 8 Flooring

Room 9 Flooring

Room 8 Level

Room 9 Level

Master Bedroom Level Main **Master Bedroom Flooring** Carpet Living Room Dimensions 26x14 Kitchen Level Main Kitchen Flooring Carpet Room 4 Level Main **Room 4 Flooring** Carpet Room 5 Level Main **Room 5 Flooring** Carpet Room 6 Level Main **Room 6 Flooring** Carpet Room 7 Level

9/9/2023 Main Carpet Upper Carpet

List Office United Country-Midwest Lifestyle Properties

Co-List Office United Country-Midwest Lifestyle Properties

- OFF: 316-655-3690

Model Home Phone

Builder

Building Permit Date

School District

Middle School

Subdivision NONE LISTED ON TAX RECORD

List Date Realtor.com Y/N Yes **Display Address** Yes VOW: Allow 3rd Party Comm Yes **Buyer-Broker Comm**

Variable Comm

Days On Market

Cumulative DOMLS

Update Date Status Date Price Date Master Bedroom Dimensions 22x12 **Living Room Level** Living Room Flooring **Kitchen Dimensions Room 4 Type Room 4 Dimensions Room 5 Type Room 5 Dimensions**

Room 6 Dimensions Room 7 Type Room 7 Dimensions Room 8 Type **Room 8 Dimensions**

Room 6 Type

Room 9 Type Room 9 Dimensions Room 10 Type

- OFF: 316-655-3690

Valley Center Pub School (USD 262)

Valley Center

9/8/2023

Non-Variable

46

10/24/2023 9/9/2023 9/9/2023

> Main Carpet 12x10 Family Room 15x15

Dining Room 11x11 Laundry 12x11 Bedroom

12x12 Bedroom

24x11

GENERAL

Room 10 Level **Room 10 Flooring** Room 11 Level Room 11 Flooring Room 12 Level

Room 12 Flooring Property Type

For Sale/Auction/For Rent

Term of Lease **Virtual Tour 3 Label Previous Status**

Owner Name 2 FIPS Code

Room 2 Type **Level of Service**

\$/TFLA **COO Date**

Agent Hit Count Doc Manager Geocode Quality

Sold Price Per SQFT

Tax ID **Update Date**

10/24/2023 11:42 AM

Room 10 Dimensions Room 11 Type **Room 11 Dimensions** Room 12 Type

Room 12 Dimensions Class

Residential State County Sedgwick

Virtual Tour 2 Label Virtual Tour 4 Label Owner Name

Real Estate Transaction Y/N

Room 1 Type Room 3 Type

\$/AGLA \$0.00

On Market Date

Associated Document Count 2 Client Hit Count Listing Visibility Type MLS Listing

Price Per SQFT

Mapping

Input Date 9/9/2023 5:38 PM

Showing Start Date

DIRECTIONS

Directions From 77th Street North & North West Street home is on the southeast corner.

Single Family OnSite Blt

Auction

20173

\$0.00

146

Full Service

Exact Match

FEATURES

ARCHITECTURE Traditional EXTERIOR CONSTRUCTION Frame **ROOF** Composition LOT DESCRIPTION Corner

FRONTAGE Paved Frontage EXTERIOR AMENITIES Ag Outbuilding(s) **GARAGE**

Detached

FLOOD INSURANCE

Unknown UTILITIES Septic Propane Gas **Private Water BASEMENT / FOUNDATION**

Full Std Bsmt Window no-egress **BASEMENT FINISH**

None COOLING Central

HEATING

Forced Air **DINING AREA Formal** LAUNDRY Main Floor **POSSESSION**

At Closing PROPOSED FINANCING Other/See Remarks WARRANTY

No Warranty Provided

OWNERSHIP

Trust

PROPERTY CONDITION REPORT

SHOWING INSTRUCTIONS Appt Req-Call Showing #

LOCKBOX Combination TYPE OF LISTING Excl Right w/Reserve **AGENT TYPE**

Designated Sell Agent

FINANCIAL

Assumable Y/N No **Currently Rented Y/N Rental Amount**

General Property Taxes \$3,409.56 **General Tax Year** 2022 **Yearly Specials** \$8.38 **Total Specials** \$8.38

HOA Y/N No **Yearly HOA Dues**

HOA Initiation Fee

Home Warranty Purchased NONE Earnest \$ Deposited With Security 1st

PUBLIC REMARKS

Public Remarks Beautiful Farm House on 37 acres just on the edge of Valley Center KS. Paved roads with easy access to Valley Center or Wichita. Detached two car garage, 60x40 Morton Building and a barn. Home has a long private driveway & is surrounded by agricultural land. The yard is kept in top notch shape, this is easy as it does have an underground sprinkler system. This home has been very well maintained since it was built. This is a dream location for someone who wants to live in the country but just minutes from the city. The foundation does have a small leak & water will enter the basement a little bit after a heavy rain. This home on 37 acres along with the 39 acre parcel sitting on the east side will be offered at Public Auction Saturday October 28th at 10:00 am. The live Auction will be held on location and you can also place your bids online. We will offer high bidders choice of the 37 acre parcel with the home or the 39 acre parcel of ag land (mls# 630124) by or both tracts together as a whole. We may or may not reopen the bidding on the two tracts to allow people to place bids one last time. Call the Auction Company with any questions. No mineral rights will convey, Seller does not own mineral rights. The real estate is being offered in its present, existing condition, as-is where-is with no warranties or guarantee of any kind. Full terms & conditions can be found on the online bidding platform and will be announced on Auction day. Make sure to do all inspections and due diligence prior to Auction day. Buyer will be required to pay earnest money in the amount of 10% of the final bid price following the Auction close, day of Auction. Closing to be 30 days or less after the Auction. 10% Buyer Premium Applies To Final Bid Price.

MARKETING REMARKS

Marketing Remarks Beautiful Farm House on 37 acres just on the edge of Valley Center KS. Paved roads with easy access to Valley Center or Wichita. Detached two car garage, 60x40 Morton Building and a barn. Home has a long private driveway & is surrounded by agricultural land. The yard is kept in top notch shape, this is easy as it does have an underground sprinkler system. This home has been very well maintained since it was built. This is a dream location for someone who wants to live in the country but just minutes from the city. The foundation does have a small leak & water will enter the basement a little bit after a heavy rain. This home on 37 acres along with the 39 acre parcel sitting on the east side will be offered at Public Auction Saturday October 28th at 10:00 am. The live Auction will be held on location and you can also place your bids online at mlauctions.hibid.com. We will offer high bidders choice of the 37 acre parcel with the home or the 39 acre parcel of ag land or both tracts together as a whole. We may or may not re open the bidding on the two tracts to allow people to place bids one last time. Call the Auction Company with any questions. No mineral rights will convey, Seller does not own mineral rights. The real estate is being offered in its present, existing condition, as-is where-is with no warranties or guarantee of any kind. Full terms & conditions can be found on the online bidding platform and will be announced on Auction day. Make sure to do all inspections and due diligence prior to Auction day. Buyer will be required to pay earnest money in the amount of 10% of the final bid price following the Auction close, day of Auction. Closing to be 30 days or less after the Auction. 10% Buyer Premium Applies To Final Bid Price.

PRIVATE REMARKS

Private Remarks Minimum of 2 hour notice prior to showing as we have to turn the security system off. PLEASE turn off room lights and make sure doors are locked. Agents representing buyers must register a minimum of 48 hours prior to Auction date/time. Contact listing Agent for registration.

AUCTION

Type of Auction Sale Reserve

Method of Auction Live w/Online Bidding

10/28/2023

Auction Location On Site

Auction Offering Real Estate Only **Auction Date** 10/28/2023 **Auction Start Time** 10:00 am

Auction End Date Auction End Time

Broker Registration Reg Yes **Buyer Premium Y/N** Yes **Premium Amount** 10.00 **Earnest Money Y/N** Yes Earnest Amount %/\$ 10.00

1 - Open for Preview Yes

1 - Open Start Time 5pm 1 - Open End Time 7pm 2 - Open for Preview Yes 2 - Open/Preview Date 10/15/2023

1 - Open/Preview Date 10/11/2023

2 - Open Start Time 2pm 2 - Open End Time 4pm 3 - Open for Preview Yes 3 - Open/Preview Date 10/22/2023

3 - Open Start Time 2pm 3 - Open End Time 4pm

TERMS OF SALE

Terms of Sale Beautiful Farm House on 37 acres just on the edge of Valley Center KS. Paved roads with easy access to Valley Center or Wichita. Detached two car garage, 60x40 Morton Building and a barn. Home has a long private driveway & is surrounded by agricultural land. The yard is kept in top notch shape, this is easy as it does have an underground sprinkler system. This home has been very well maintained since it was built. This is a dream location for someone who wants to live in the country but just minutes from the city. The foundation does have a small leak & water will enter the basement a little bit after a heavy rain. This home on 37 acres along with the 39 acre parcel sitting on the east side will be offered at Public Auction Saturday October 28th at 10:00 am. The live Auction will be held on location and you can also place your bids online. We will offer the 37 acre parcel with the home, then offer the 39 acre parcel of ag land by themselves and lastley we will offer both tracts together as a whole. We may or may not re open the bidding on the two tracts to allow people to place bids one last time. Call the Auction Company with any questions. The real estate is being offered in its present, exsisting condition, as-is where-is with no warranties or quarantee of any kind. Full terms & conditions can be found on the online bidding platform and will be announced on Auction day. Make sure to do all inspections and due dilligance prior to Auction day. Buyer will be required to pay earnest money in the amount of 10% of the final bid price following the Auction close, day of Auction. Closing to be 30 days or less after the Auction. 10% Buyer Premium Applies To Final Bid Price.

PERSONAL PROPERTY

Personal Property

SOLD

How Sold Sale Price **Net Sold Price Pending Date Closing Date** Short Sale Y/N Seller Paid Loan Asst. **Previously Listed Y/N** Includes Lot Y/N Sold at Auction Y/N

ADDITIONAL PICTURES

Selling Agent Co-Selling Agent Selling Office Co-Selling Office Appraiser Name Non-Mbr Appr Name

















DISCLAIMER

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STANDARD



MLS# 630124 Class Land **Property Type** Farm County Sedawick Area **SCKMLS**

Address

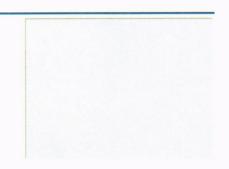
Address 2 City

State Zip

67147 Status Active

Contingency Reason

Asking Price \$0 For Sale/Auction/For Rent Auction **Associated Document Count 2**



















GENERAL

Nick Holzrichter - CELL: 620-804-2977 List Agent

List Office United Country-Midwest Lifestyle Properties - OFF:

316-655-3690

Co-List Agent BILLY B EBERHARDT - CELL: 316-655-3690

Co-List Office United Country-Midwest Lifestyle Properties - OFF:

316-655-3690

Showing Phone 620-804-2977 **Zoning Usage** Agriculture Parcel ID 00286350 **Number of Acres** 39.00 **Price Per Acre** 0.00 Lot Size/SqFt 1,693,813

Valley Center Pub School (USD 262) **School District**

Elementary School Valley Center Middle School Valley Center **High School** Valley Center

NONE LISTED ON TAX RECORD Subdivision

N1/2 NW1/4 EXC GOV LOT 4 SEC 1-26-1W Legal

Original Price Virtual Tour 2 Label Virtual Tour 4 Label

Owner Name

FIPS Code 20173

On Market Date Agent Hit Count 68

Doc Manager

Geocode Quality

Price Per SQFT

Mapping

Input Date

Manually Placed Pin

9/10/2023 3:54 PM

List Date 9/9/2023 **Expiration Date** 3/29/2024 Realtor.com Y/N Yes **Display on Public Websites** Yes **Display Address** Yes **VOW: Allow AVM** Yes VOW: Allow 3rd Party Comm Yes **Sub-Agent Comm** 0

Buyer-Broker Comm 2 **Transact Broker Comm** 2 Non-Variable Variable Comm

Virtual Tour Y/N

0000 W 77th Street North

Valley Center

Days On Market 45 45 **Cumulative DOM**

Cumulative DOMLS

Input Date 9/10/2023 3:54 PM 10/24/2023

Update Date Off Market Date

9/10/2023 **Status Date HotSheet Date** 9/10/2023 **Price Date** 9/10/2023

Term of Lease Virtual Tour 3 Label Previous Status Owner Name 2 Level of Service

Full Service

COO Date Client Hit Count

Listing Visibility Type

MLS Listing **Picture Count**

Sold Price Per SQFT

Tax ID

Update Date Showing Start Date 10/24/2023 11:43 AM

DIRECTIONS

Directions From N West Street & 77th Street West, turn east. Property is on south side of road.

FEATURES

SHAPE / LOCATION Rectangular **TOPOGRAPHIC** Other/See Remarks PRESENT USAGE

Tillable **ROAD FRONTAGE**

Paved

UTILITIES AVAILABLE

Other/See Remarks

IMPROVEMENTS

None **OUTBUILDINGS**

None

MISCELLANEOUS FEATURES

No Crops Included Water Access

DOCUMENTS ON FILE

Aerial Photos

Ground Water Addendum

FLOOD INSURANCE

Unknown SALE OPTIONS

None

PROPOSED FINANCING Other/See Remarks

POSSESSION At Closing

SHOWING INSTRUCTIONS

Call List Agent/Office

LOCKBOX

None AGENT TYPE

Designated Sell Agent

OWNERSHIP

Trust

TYPE OF LISTING Excl Right w/Reserve **BUILDER OPTIONS**

Open Builder

FINANCIAL

Assumable Y/N No **General Taxes** \$243.23 **General Tax Year** 2022 **Yearly Specials** \$0.00 **Total Specials** \$0.00 HOA Y/N No

Yearly HOA Dues HOA Initiation Fee

Earnest \$ Deposited With Security 1st

PUBLIC REMARKS

Public Remarks 39 acres +/- quality Sedgwick county farm land next to the river. A lot of possibilities here with this parcel of land. The acreage next to the river (including a small part of the river) has been maintained and mowed so you can actually enjoy the peace & quiet next to the river in a secluded area full of trees. If you like to watch wildlife in nature this could be for you. Easy access from 77th Street North. This parcel sits next to another parcel of Ag land that has a home & outbuildings on it. We will be selling both at Public Auction Saturday October 28th at 10:00 am. You will be able to bid your own price on location that day or online prior to the live Auction. We will also be conducting an internet simulcast at the same time. We will offer high bidders choice of the 37 acre parcel with the home or the 39 acre parcel of ag land or both tracts together as a whole. We may or may not re open the bidding on the two tracts to allow people to place bids one last time. Call the Auction Company with any questions. No mineral rights will convey, Seller does not own mineral rights. The real estate is being offered in its present, existing condition, as-is where-is with no warranties or guarantee of any kind. Full terms & conditions can be found on the online bidding platform and will be announced on Auction day. Make sure to do all inspections and due diligence prior to Auction day. Buyer will be required to pay earnest money in the amount of 10% of the final bid price following the Auction close, day of Auction. Closing to be 30 days or less after the Auction. 10% Buyer Premium Applies To Final Bid Price.

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PRIVATE REMARKS

Earnest Amount %/\$

Private Remarks Agents must register Buyers at least 48 hours prior to Auction date/time.

AUCTION

Type of Auction Sale	Reserve
Method of Auction	Live w/Online Bidding
Auction Location	On Site
Auction Offering	Real Estate Only
Auction Date	10/28/2023
Auction Start Time	10:00 am
Auction End Date	10/28/2023
Auction End Time	
Broker Registration Req	Yes
Broker Reg Deadline	10/26/2023
Buyer Premium Y/N	Yes
Premium Amount	10.00
Earnest Money Y/N	Yes

10.00

1 - Open for Preview 1 - Open/Preview Date 1 - Open Start Time 1 - Open End Time 2 - Open for Preview 2 - Open/Preview Date 2 - Open Start Time 2 - Open End Time 3 - Open for Preview 3 - Open/Preview Date 3 - Open Start Time 3 - Open End Time

TERMS OF SALE

Terms of Sale 39 acres +/- quality Sedgwick county farm land next to the river. A lot of possibilities here with this parcel of land. The acerage next to the river (including a small part of the river) has been maintained and mowed so you can actually enjoy the peace & quiet next to the river in a secluded area full of trees. If you like to watch wildlife in nature this could be for you. Easy access from 77th Street North. This parcel sits next to another parcel of Ag land that has a home & outbuildings on it. We will be selling both at Public Auction Saturday October 28th at 10:00 am. You will be able to bid your own price on loaction that day or online prior to the live Auction. We will also be conducting an internet simulcast at the same time. We will offer the 37 acre parcel with the home, then offer the 39 acre parcel of ag land by themselves and lastley we will offer both tracts together as a whole. We may or may not re open the bidding on the two tracts to allow people to place bids one last time. Call the Auction Company with any questions. The real estate is being offered in its present, exsisting condition, as-is where-is with no warranties or guarantee of any kind. Full terms & conditions can be found on the online bidding platform and will be announced on Auction day. Make sure to do all inspections and due dilligance prior to Auction day. Buyer will be required to pay earnest money in the amount of 10% of the final bid price following the Auction close, day of Auction. Closing to be 30 days or less after the Auction. 10% Buyer Premium Applies To Final Bid Price.

PERSONAL PROPERTY

Personal Property

SOLD

How Sold
Sale Price
Net Sold Price
Pending Date
Closing Date
Short Sale Y/N
Seller Paid Loan Asst.
Previously Listed Y/N
Includes Lot Y/N
Sold at Auction Y/N

Selling Agent
Co-Selling Agent
Selling Office
Co-Selling Office
Appraiser Name
Non-Mbr Appr Name

ADDITIONAL PICTURES









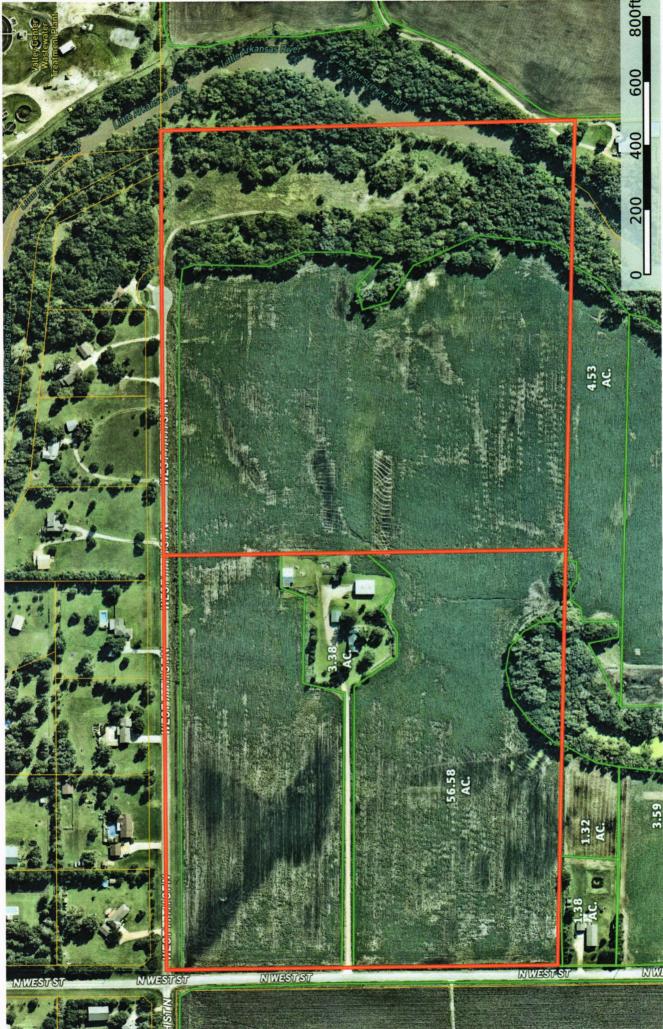






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KANSAS SEDGWICK

USDA United States Department of Agriculture Farm Service Agency

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

FARM: 1195

Prepared: 10/13/23 11:25 AM CST

Crop Year: 2024

: KIRK W STANLEY **Operator Name**

CRP Contract Number(s) : None Recon ID : None **Transferred From** : None ARCPLC G/I/F Eligibility : Eligible

Farm Land Data									
Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
59.96	56.58	56.58	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP	Cropland	Double	Cropped	CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	56.58		0.	00	0.00	0.00	0.00	0.00

Crop Election Choice							
ARC Individual	ARC County	Price Loss Coverage					
None	WHEAT, SOYBN	None					

DCP Crop Data								
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP				
Wheat	42.79	0.00	36	0				
Soybeans	4.51	0.00	36	0				

TOTAL 47.30 0.00

NOTES

Tract Number : 4418

Description : N-5 N1/2NW1/4 1-26-1W : KANSAS/SEDGWICK FSA Physical Location **ANSI Physical Location** : KANSAS/SEDGWICK

BIA Unit Range Number :

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

Wetland Status : Tract does not contain a wetland

WL Violations : None

Owners ROSELLA - W BEN & ROSELLA THOMPSON REV T THOMPSON

Other Producers : None Recon ID : None

Tract Land Data							
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
59.96	56.58	56.58	0.00	0.00	0.00	0.00	0.0

KANSAS SEDGWICK

Form: FSA-156EZ



Abbreviated 156 Farm Record

FARM: 1195

Prepared: 10/13/23 11:25 AM CST

Crop Year: 2024

Tract 4418 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	56.58	0.00	0.00	0.00	0.00	0.00

DCP Crop Data							
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield				
Wheat	42.79	0.00	36				
Soybeans	4.51	0.00	36				

TOTAL 47.30 0.00

NOTES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, framily/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

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





Boundary

The information contained herein was obtained from sources deemed to be reliable.

All Polygons 75.76 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
6244	Elandco silt loam, rarely flooded	45.59	60.17	0	76	1
5943	Saltcreek and Naron fine sandy loams, 0 to 1 percent slopes	18.15	23.95	0	57	2c
6060	Lincoln soils, frequently flooded	10.65	14.06	0	23	6w
9999	Water	1.37	1.81	0	-	-
TOTALS		75.76(*)	100%	-	62.62	1.96

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

Boundary 36.91 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
6244	Elandco silt loam, rarely flooded	28.62	77.56	0	76	1
5943	Saltcreek and Naron fine sandy loams, 0 to 1 percent slopes	8.29	22.47	0	57	2c
TOTALS		36.91(*)	100%	-	71.75	1.22

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

| Boundary 38.85 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
6244	Elandco silt loam, rarely flooded	16.97	43.66	0	76	1
6060	Lincoln soils, frequently flooded	10.65	27.4	0	23	6w
5943	Saltcreek and Naron fine sandy loams, 0 to 1 percent slopes	9.86	25.37	0	57	2c
9999	Water	1.37	3.52	0	-	-
TOTALS		38.85(100%	-	53.94	2.68

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

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

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

Grazing Cultivation

- (c) climatic limitations (e) susceptibility to erosion
- (s) soil limitations within the rooting zone (w) excess of water







Boundary

Quick Ref: R10204

Run Date: 9/5/2023 1:32:59 PM **Tax Year:** 2023 Code

Contact

OWNER NAME AND MAILING ADDRESS

Parcel ID: 087-081-01-0-21-00-001.00-B

THOMPSON, WILLIAM BEN & ROSELLA ETTA RI

7710 N WEST ST

/ALLEY CENTER, KS 67147-8432

PROPERTY SITUS ADDRESS

7710 N WEST ST KS 67147

LAND BASED CLASSIFICATION SYSTEM

Farming, plowing, tilling, harv Dev Site - crops, grazing etc Farming / ranch Sfx: Private-fee simple 9050 8100 1100 3200 Ownership: -unction: Activity:

GENERAL PROPERTY INFORMATION

Farm Homesite - F Property Type: F-Farm Homesite Prop Class: F

Level - 1, Rolling - 4 PROPERTY FACTORS

opography

Image Date: 12/05/2016

Well - 5, Septic - 6 Paved Road - 1

Utilities: Access:

Non-Conforming: N Living Units: 1 Zoning:

Neighborhood: 707.4 707.4 Economic Adj. Factor: Multi-Zoning: N

School District: 0605 USD 262 Map / Routing:

Tax Unit Group: 1802-1802 510 PARK TWP U-262 PK

00286351

Investment Class:

Legacy ID:

TRACT DESCRIPTION

GOV. LOT 4 IN NW1/4 SEC 1-26-1W

|--|

The state of the s				INSPE	CTION HISTORY
	Date	Time	Code	Reason	Appraiser
)1	08/13/2020	8:00 AM	19	RE	529
	01/09/2019	7:39 AM	19	RE	529
	11/29/2017	8:00 AM	17	RE	556
The second second					

BUILDING PERMITS

% Comp Status Issue Date Amount Type mber

Land 27,300 7,410 C ≥ × 232.910 Total 2023 APPRAISED VALUE 203.710 Building Land 29.200 6.590 CIS **4** ✓

201,970 Total 219,690 2022 APPRAISED VALUE 174,670 Building 184,980 34,710 Total 251,270 215,480 35,790 Total Neighborhood or Spot - 6 Secondary Street - 3 Adequate - 2 On Site - 3 Off Street - 1 Parking Covered: Parking Uncovered: Parking Proximity: Parking Quantity: Parking Type: Fronting: _ocation:

	Reason Code	
NEW CONSTRUCTION	Value	
	Class	
	Reason Code	
MISCELLANEOUS IMPROVEMENT VALUES	Value	
	Class	

	Value Est	29,200
	\$/Unit	20,000
	Dec Val	5,300.00
	Inc Val	5,300.00
	Base Val	9,600.00
	Base Size	2.00
	Model	RA0117
	CIS	
MATION	Rsn	
AND INFOR	OVRD	
ARKET 1	Fact2	
Ž	Inf2	
	Fact1	
	Inf1	
	D-Fact	
	Depth	
	Eff FF	
	AC/SF	1.46
	Туре	1-Primary Site - 1
	Size	Acre

29,200 **Total Market Land Value**

Parcel ID: 087-081-01-0-21-00-001.00-B

Quick Ref: R10204

Tax Year: 2023 Run Date: 9/5/2023 1:32:59 PM

DWELLING INFORMATION	COMP SALES INFORMATION	RMATION		CALCULATED VALUES	
Situs: 7710 N WEST ST KS 67147	Arch Style: 08-Bungalow			Cost Land:	29,200
Res Type: 1-Single-Family Residence	Bsmt Type: 4-Full - 4			Cost Building:	203,710
Quality: 3.33-AV+	Total Rooms: 7	Bedrooms: 3		Cost Total:	232,910
Year Bit: 1928 Est:	Family Rooms:			Ag Use Land:	069'9
Eff Year:	Full Baths: 1	Half Baths:		Ag Buildings:	11,770
MS Style: 5-1 1/2 Story Finished	Garage cap.			Misc. Buildings:	0
LBCSStruct: 1110-Detached SFR unit	Model/Mkt Area:			Manufactured Homes:	0
No. of Units:				Income Value:	0
Total Living Area: 2,175				Market Value:	323,100
Calculated Area: 1,798				MRA Value:	327,000
Main Floor Living Area: 1,798				Weighted Estimate:	
Upper Floor Living Area Pct:				New Construction:	0
CDU: AV+ CDU Rsn: PG	IMPROVEMENT COST SUMMARY	SUMMARY		Indexed Value:	0
Phys/Func/Econ: GD / /	Dwelling RCN:		283,990	FINAL VALUES	
Ovr Pct Gd/Rsn:	Percent Good:		69	Value Method:	COST
Remodel:	Mrt Adi: 100	Eco Adi:	100	Land Value:	35,790
Remodel Descrip:	Value:		40K 050	Building Value:	215,480
Percent Complete:	Other Improvement RCN:	2 -	30,500 18 940	Final Value:	251,270
	Calci Improvencia	•	0,010	Duice Volue	

BUILDING COMMENTS

Other Improvement Value: Other Improvement RCN:

Assessment Class: Percent Complete:

MU CIs/Pct:

7,760

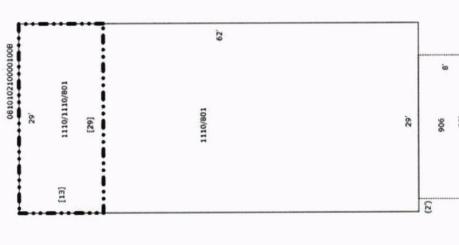
Prior Value:

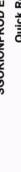
DWeIICDU: CDU RSn: PG; **DWeIICOMp**: No. 9 RURAL SITE IMPROVEMENTS. WORKSHEET IS LOCATED IN S/RES/RURAL SITE IMPROVEMENT COST DATA/2023 RURAL SITE IMPROVEMENTS.

						J	THER !	BUILD	OTHER BUILDING IMPROVEMENTS	MENTS										
Š.	No. Occupancy	MSCIs Rank	Qty	MSCIs Rank Qty Yr Bit Eff Yr LBCS	တ္	Area F	Perim	Hgt	Dimensions Stories Phys Func Econ OVR% Rsn	Stories	Phys	Func	Econ	OVR%	Rsn	CIs	% Comp	RCN	N: %Gd	Value
-	152-Residential Garage - Detacl D 1.00 1 1976	D 1.00	-	1976		832	116	80	032 X 26	-	က	က						18,940	10 41	7,760
		DWELLING COMPONENTS	COM	PONENTS									Ma	DWELLING COMPONENTS	S COM	PONE	ITS			
No.	Code			Units	Pct	Quality	Year	_	No.			Code	•				Units	Pct	Quality	Year
_	102-Frame, Metal or Vinyl Siding	6			100				12 906	906-Wood Deck with Roof	eck with	Roof R					176			
2	208-Composition Shingle				100															
က	351-Warmed & Cooled Air				100															
4	402-Automatic Floor Cover Allowance	wance																		
5	601-Plumbing Fixtures			5																
9	602-Plumbing Rough-ins			-																
7	622-Raised Subfloor			2,175																
80	641-Single 1-Story Fireplace			-																
6	693-Site Improvements (Depreciated)	ciated)		18,050																
10) 801-Total Basement Area			1,798																
1	902-Raised Slab Porch			15		3.00	1928	~												

Tax Year: 2023 Run Date: 9/5/2023 1:32:59 PM

Situs: 7710 N WEST ST KS 67147





Parcel ID: 087-081-01-0-21-00-001.00-B

Quick Ref: R10204

Tax Year: 2023 Run Date: 9/5/2023 1:32:59 PM

MARY	72,530	100	11 770	077,11		32.46	0.00	3.01	0.00	35.47	062'9	474,400
IMPROVEMENT COST SUMMARY	Other Improvement RCN:	Eco Adj:	Other Improvement Value	Other Improvement value.	AG LAND SUMMARY	Dry Land Acres:	Irrigated Acres:	Native Grass Acres:	Tame Grass Acres:	Total Ag Acres:	Total Ag Use Value:	Total Ag Mkt Value:
COMMENTS												
	Ag	Value	1,210	5,240	40	100						
	Adj	Rate	215	195	29	28						
	Base	Rate	215	195	29	28						
	Govt	Prog										
LAND	Adj	Code										
AGRICULTURAL LAND	Acre	Ft/Ac	0.00	0.00	0.00	0.00						
AGRICI												
		Depth										
	느	Type										
	9				5943							
	Ag	Acres	5.61	26.85	1.23	1.78						
	Ag	Type	DR	DR	NG	NG						

							OTHER	BUILDI	OTHER BUILDING IMPROVEMENTS	MENTS									
Š	No. Occupancy	MSCIs	Rank	Qty	MSCIs Rank Qty Yr Blt Eff Yr LBCS	Area	Perim	Hgt	Dimensions Stories Phys Func	Stories	Phys		Econ C	Econ OVR% Rsn	sn Cls	ls % Comp		RCN %	%Gd
-	477-Farm Utility Building	۵	2.00	2.00 1 1983		2,520	204	12	60 X 42	-	က	က			4	_	39	39,290	21
2	477-Farm Utility Building	۵	2.00	-	1920	1,680	164	14	42 X 40	-	2	8			4	,	28	28,340	10
က	479-Farm Utility Storage Shed	۵	2.00		1920	420	88	80	30 X 14	-	2	8			4	4	4	4,900	14
	OTHER BUI	I-DING I	IMPRO	VEME	OTHER BUILDING IMPROVEMENT COMPONENTS														
Š	code			Units Pct	Size	Other Rank Year	ınk	ar											
_	649-No HVAC																		
-	918-Single -Metal on Wood Frame	ame			100														
2	649-No HVAC																		
2	918-Single -Metal on Wood Frame	ame			100														
3	649-No HVAC																		
(L)	910-Single -Wall-Boards on Wood	poc			100														

8,250 2,830 690

Value

SGORIONPROD Expanded Appraisal Card

Quick Ref: R10203

Run Date: 9/5/2023 1:40:49 PM **Tax Year:** 2023

Code

Contact

19 19 11

8:00 AM 7:37 AM 3:23 PM

08/13/2020 01/09/2019 05/25/2017

Date

INSPECTION HISTORY

Reason 222

OWNER NAME AND MAILING ADDRESS

Parcel ID: 087-081-01-0-21-00-001.00-A

THOMPSON, WILLIAM BEN & ROSELLA ETTA RI 7710 N WEST ST

VALLEY CENTER, KS 67147-8432

PROPERTY SITUS ADDRESS

No Image Available

LAND BASED CLASSIFICATION SYSTEM

Farming, plowing, tilling, harv Dev Site - crops, grazing etc Farming / ranch Sfx: Private-fee simple 9010 8100 3100 Ownership: Function: Activity: Site:

GENERAL PROPERTY INFORMATION

Prop Class: A Agricultural Use - A Property Type: A-Agricultural Use R Living Units: Zoning:

Non-Conforming: N Neighborhood: 707.4 707.4 Multi-Zoning: N

Economic Adj. Factor:

School District: 0605 USD 262 **Legacy ID:** 00286350 Investment Class: Map / Routing:

Tax Unit Group: 1802-1802 510 PARK TWP U-262 PK

TRACT DESCRIPTION

SEC 1-26-N1/2 NW1/4 EXC GOV LOT 4

% Comp

Status

Issue Date

BUILDING PERMITS

Amount Type

Number

PROPERTY FACTORS

Image Date:

Level - 1, Rolling - 4 None - 8 Topography: Utilities:

Neighborhood or Spot - 6 Semi Improved Road - 2 Cul-De-Sac - 6 Parking Type: Fronting: _ocation: Access:

None - 0 None - 0 Far - 0 Parking Covered: Parking Uncovered: Parking Proximity: Parking Quantity:

2022 APPRAISED VALUE **Land** 6,490 Cis ∨ 5.840 Total 2023 APPRAISED VALUE Building Land 5.840 CIS

Total 6,490

Building 0

6,490

0

6,490

Total

5.840

0

5,840

Total

NEW CONSTRUCTION Class Reason Code MISCELLANEOUS IMPROVEMENT VALUES

Reason Code MARKET LAND INFORMATION

Total Market Land Value

0

\$/Unit Value Est

Dec Val

Inc Val

Base Size Base Val

Model

CIS

Rsn

OVRD

Depth D-Fact Inf1 Fact1 Inf2 Fact2

Eff FF

AC/SF

Type

Size

Class

Parcel ID: 087-081-01-0-21-00-001.00-A

Quick Ref: R10203

Ag Value 1,980

215

Govt

Adj Code

Acre Ft/Ac 0.00

Irr Well Acre Type Depth Feet

Soil Unit 5943

Ag Acres 9.20

Ag Type DR

0.00 0.00 0.00

0909

0.25 16.98 99.0 10.41

DR DR

5943 0909 6224 6666

0.01

1.37

6244

AGRICULTURAL LAND

3,310 20 500

105 29 29 48 48

84 84 01

0.00

195

100 26.43 0.00 12.45 0.00 0 38.88 5,840 Tax Year: 2023 Run Date: 9/5/2023 1:40:49 PM AG LAND SUMMARY Other Improvement Value: Other Improvement RCN: Native Grass Acres: Total Ag Use Value: Tame Grass Acres: **Dry Land Acres:** Irrigated Acres: Total Ag Acres: Eco Adj:

377,980

Total Ag Mkt Value:

Conservation Division District Office No. 2 3450 N. Rock Road Building 600, Suite 601 Wichita, KS 67226



Phone: 316-337-7400 Fax: 316-630-4005 http://kcc.ks.gov/

Laura Kelly, Governor

Dwight D. Keen, Chair Shari Feist Albrecht, Commissioner Susan K. Duffy, Commissioner

MEMORANDUM

To: Steve Fienage

From: Jeff Klock, District 2 Supervisor

Date: 9/5/2019

Re: Bright Lease Crude Oil Contamination Site

NW/4 Sec. 1-26-1W, SG Co., Kansas

This memo is to reflect date errors I found in correspondence from Douglas C. Louis, District 2 Supervisor to Mr. Julius Bankoff of Bankoff Oil Co., Inc.

The date of the attached letter reads May 27, 2002. The actual date of this letter was May 27, 2003. Mr. Louis also stated the Work Plan was dated August 2003, but it was dated August 2002. Mr. Louis no longer works for the KCC, but still works as a Professional Geologist here in Wichita. I corresponded with Mr. Louis on September 3, 2019 and asked that he review the letter, and he agreed that he had made errors on both the date of the letter and on the date of the work plan.



CORPORATION COMMISSION

KATHLEEN SEBELIUS, GOVERNOR
BRIAN J. MOLINE, CHAIR
JOHN WINE, COMMISSIONER
ROBERT E. KRENBIEL, COMMISSIONER

2003

May 27, 2002

Mr. Julius Bankoff Bankoff Oil Co., Inc. PO Box 700657 Tulsa, OK 74170

Re: Bright Lease Crude Oil Contamination Site NW 1/4 Sec. 1, Twp. 26 S, Rng. 1 West, Sedgwick County, Kansas

Dear Mr. Bankoff:

This letter is to acknowledge the work performed during April and May of 2003 at the above referenced site. It appears Bankoff Oil Co. has completed the "Removal Procedures" section of the Work Plan (dated August 2003) prepared by Terratech Environmental Services.

The site is therefore deemed remediated as outlined in our agreement dated June 5, 2001. I would like to take this opportunity to remind you, as stipulated in the June 5, 2001 agreement, "if at any time thereafter, crude oil is observed seeping from the contamination site into the river, Bankoff will be required to sample the contaminated site as directed by the KCC, and may be required to conduct additional remediation of the site, in order to restore the site to appropriate TPH levels."

Please contact me in advance, so a staff member may be present when sampling is performed on the landfarm. Upon the completion of the landfarming stage a letter of acknowledgement will be prepared by staff.

Thank you for your cooperation in this matter. If any questions arise please do not hesitate to contact me.

Very truly yours,

Douglas C. Louis, Supervisor

KCC Conservation Division, District 2

Reg: Thompson Family Farm

Notice to terminate farm lease agreement/s upon completion of soybean harvest for 2023 covering the property legally described as Gov Lot 4 in NW/4 Sec 1-26-1W 36.93 acres m/1 and N/2 NW/4 EXC GOV LOT 4 Sec 1-26-1W 38.8 acres m/1 with a common known address of 7710 N. West St., Valley Center, KS 67147

10/10/2023

Thompson Family

7710 N. West Street

Valley Center, KS 67147

Dear Kirk Stanley/DBA Stanley Farm:

It is hereby understood and agreed by all parties stated below that the termination of any and all tenant relationship agreements whether oral or in writing are terminated as stated above.

Sincerely,

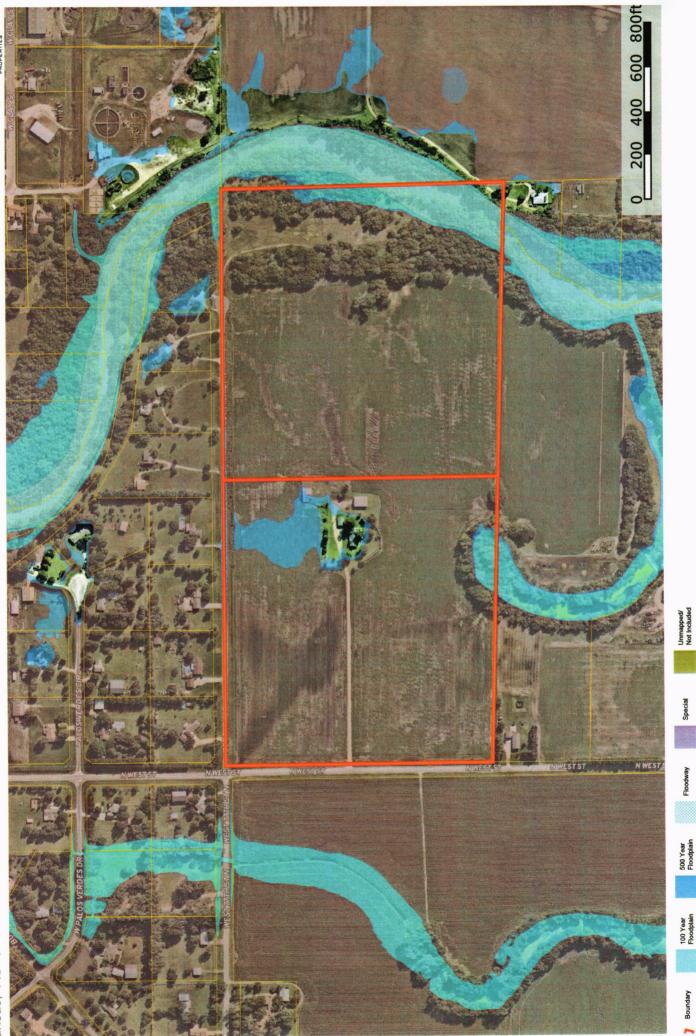
Rebecca Jo Oliver, Trustee of William Ben Thompson a/k/a Ben Thompson and

Rosella Etta Thompson Revocable Trust

Rebecca fo Oliver

Kirk Stanley/DBA Stanley Farm 316-641-8055





The information deemed to be

Thank you for attending the Auction today.

We would appreciate the opportunity to work for you as well. We hope you will call us for all of your Real Estate and Auction needs.



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