

AUCTION

PROPERTY INFORMATION



Find Your Freedom[®]

***Court Ordered Bankruptcy Auction
Wellsville, Douglas County, KS***



**Heritage Brokers
& Auctioneers**

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**Heritage Brokers
& Auctioneers**

WELCOME AUCTION BIDDERS...!

On behalf of United Country | Heritage Brokers & Auctioneers, and the Sellers, we would like to welcome you to the auction event. Our number one goal is to provide as much clarity and information needed for you to make a well-informed purchase.

The real estate auction process should not be complicated. We believe in creating an open and transparent environment for our clients and customers by providing full disclosure, pertinent information and walking through the process to make the auction event an exciting opportunity that it was designed to be. Remember, we are here to provide a service so please let us know if you have any questions about the property being offered or questions about the auction process.

Real Estate Auctions have become increasingly popular over recent years, as property owners and buyers are realizing the advantages to an expedited sales process. Professional real estate auction services allow sellers to present their property to the marketplace and an opportunity for well informed and qualified buyers to present their offers.

Over the past 98 years, United Country has become recognized as the leader in real estate auction marketing. As the largest fully integrated real estate and auction organization in the United States, we consistently deliver industry leading auction marketing, technology, training and results to our clients. For more information about United Country | Heritage Brokers & Auctioneers, feel free to visit our websites: www.BidHeritage.com (for Auctions) and www.BuyHeritage.com (for Traditional Real Estate Sales).

Thanks again for your attendance,

A handwritten signature in black ink, appearing to read "Shawn Terrel".

R. Shawn Terrel, CAI, AARE
Owner / Broker / Auctioneer

UNITED COUNTRY®
in Kansas City since 1925

(877) 318-0438 Office * (816) 420-6219 Fax * 2820 NW Barry Rd., Kansas City, MO 64154
www.BidHeritage.com & www.BuyHeritage.com

COURT ORDERED LAND AUCTION

By Order of United States Bankruptcy Court for the District of Kansas

**78± ACRES • FARMLAND • LAKE
LARGE BUILDING • MOBILE HOMES**



**LIVE ON-SITE
AUCTION**
FRIDAY, MARCH 29
2 PM CT

AUCTION LOCATION
264 E. 2100 Rd, Wellsville, Kansas 66092



Property
Preview Dates
Saturday
March 9 & 23
2 PM CT



Property Highlights

- 78± Acres (Total Acres)
- 41± Acres (Farmland)
- Sibleyville & Woodson Silt Loam Soils
- Stocked Lake w/ Silt Pond
- 2 Mobile Homes (1 Rented)
- 200' x 54' Produce Warehouse
- 130' x 50' Machine Shed
- 55' x 30' Shop Building




**Heritage Brokers
& Auctioneers**

BidHeritage.com

OFFICE: 877-318-0438 • DIRECT: 580-747-6068

Richard Shawn Terrel, Broker/Auctioneer • KS License: KS00216208

Visit website for full auction terms. Franchise office is independently owned and operated. 



 Boundary

Real Estate Brokerage Relationships

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

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

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

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

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

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

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

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

The transaction broker is responsible for performing the following duties:

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

Agents and Transaction Brokers have no duty to:

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

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

Licensee

Real estate company name approved by the commission

Supervising/branch broker

Buyer/Seller Acknowledgement (not required)

REAL ESTATE TERMS AND CONDITIONS

COURT ORDERED AUCTION

CASE NO. 22-40705-12

WILLIAM F. VOIGTS, Jr.

LOCATION OF AUCTION: 264 E. 2100 ROAD. WELLSVILLE, KS 66092

1. **SALE:** The Property will be sold to the highest bidder via a U.S. Bankruptcy Auction, United States Bankruptcy Court For The District of Kansas, which will be held (on-site) at 2:00 PM CT, Friday, March 29th, 2024 at the property, located at 264 E. 2100 Road, Wellsville, KS 66092.
2. **PROPERTY:** The real estate being offered in this auction is legally described as 80+/- acres which is located in the South One-half (S/2) of the Northwest Quarter (NW/4) of Section Five (5), Township Fifteen (15) South, Range Twenty-one (21) East of the 6th P.M., in Douglas County, Kansas, together with all manufactured homes, buildings and permanent structures.
3. **PROPERTY INSPECTIONS:** All interested bidders are highly encouraged to view the property prior to placing any bids at the auction. The property shall be shown on the advertised property inspection dates of (March 9th and March 23rd), and also by appointment. To inspect the property, please attend the advertised inspection dates, or contact the auction company at 877-318-0438, or by email Office@BuyHeritage.com to make an appointment.
4. **BIDDER PACKAGES:** A Property Information Packet (PIP) relating to the property may be obtained by prospective bidders by contacting 877-318-0438 or Office@BuyHeritage.com. Property Information Packets are not designed to replace the bidder's responsibility of conducting their own due diligence with respect to the property. It is solely a source of information which has been gathered and designed to help Bidders with the inspection and information process.
5. **PROPERTY CONDITION:** The information provided in this auction is subject to inspection and verification by all parties. No liability for its accuracy, errors or omissions is assumed by the Seller, Auctioneer or its Agent(s). Any information contained in the listing, advertising and all related materials are subject to the Terms and Conditions of the Auction Real Estate Sales Contract. The property is being sold "AS IS, Where Is" with all faults. Bidder's complete and thorough inspection of the property is highly recommended prior to placing bids at the auction.
6. **AUCTION PROCEDURE:** The Auctioneer shall open the auction with announcement of the terms and conditions of sale. The property shall be offered in one (1) tract during the auction. The Auctioneer shall at his sole discretion may ask for bid increments, which he determines is in the best interest of the Seller. The Auction will be held live (on-site).

7. **REGISTRATION:** Bidders are required to register onsite prior to the auction starting. Successfully registered bidders will be issued a Bid Card designed to signify they have met the registration requirements, as outlined below. The Seller and Auctioneer reserve the right to refuse registration to or expel anyone from the auction who may create a distraction from the auction, such as bid rigging, canvassing, soliciting or other reasons deemed harmful by the Auctioneer.
8. **QUALIFYING TO BID:** Registered bidders will be asked to show proof of their financial ability to close. Financing is not a contingency of the sale. The Auctioneer will require a lender letter for financing, a bank statement, a brokerage statement or a financial institution letter showing sufficient funds to close on the purchase up to the amount that you plan to bid.
9. **REQUIRED DEPOSIT(S) TO BID:** This is a court ordered auction. All registered bidders will be required to submit a **\$25,000 bidding deposit** to register at the auction. The bidding deposit shall be in the form of a Certified Cashier's Check made payable to the Bidder, and delivered to the auction company upon registering for the auction.
10. **BIDDER DEPOSITS:** The winning bidder will endorse their bidding deposit check over to the title company immediately following the auction. For any bidders who are not recognized as the winning bidder, their bidding deposits will be returned immediately upon the conclusion of the auction.
11. **HIGH BIDDER REQUIREMENTS:** Immediately following the close of the auction, the high bidder will be required to place (10%) ten percent of the total contract price down as earnest money and sign an Auction Real Estate Sales Contract. The bidder registration deposit will be immediately transferred to the title company and the high bidder will be expected to send the remainder of the 10% deposit to the title company within 24 hours of the auction closing. Onsite bidders may pay the remainder of the 10% down payment with a personal or business check. The balance of the total contract price shall be due from the buyer at closing.
12. **FINANCING:** The sale is not contingent on Buyer's ability to obtain financing. Buyers should arrange for any financing needs prior to the auction, and up to the amount a bidder plans to bid.
13. **CLOSING:** Closing shall be on or before Thirty (30) days following the date of the auction. Possession shall be delivered to the buyer at closing. All escrow monies and the closing shall be held at Kansas Secured Title. Their address is 4830 Bob Billings Parkway, Suite #200, Lawrence, KS 66049. The closing agent is Beth Shmalberg and she can be reached at bshmalberg@kstitle.com or 785-843-2830. Seller shall furnish the buyer an Owner's Title Insurance Policy covering the described property, in the amount of the total contract price and shall transfer title with a Warranty Deed. All monies bid/or paid in this auction shall be in U.S. currency only.
14. **TAXES:** The current year's Property Taxes shall be prorated between Seller and Buyer at Closing based upon the amount of taxes for the prior year. All unpaid taxes for prior years, if any, shall be the responsibility of Seller. Buyer shall assume the payment of taxes for the year of Closing and all subsequent years.

15. **EASEMENTS AND LEASES:** Sale of said property is subject to any and all easements of record and any and all leases.
16. **AGENCY:** United Country – Heritage Brokers & Auctioneers and its Agents, Representatives, Auctioneers and Employees are Exclusive Agents of the Seller.
17. **SALE FREE AND CLEAR OF LIENS, CLAIMS AND CONDITIONS:** The Property will be sold free and clear of all liens, claims and encumbrances, but subject to: zoning, restrictions, prohibitions and other requirements imposed by governmental authority; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record; taxes for year of Closing and subsequent years, if any; provided, that there exists at Closing no violation of the foregoing and nothing preventing use of the Property for residential purposes.
18. **DISCLOSURES:** The information provided in this auction is subject to inspection and verification by all parties. No liability for its accuracy, errors or omissions is assumed by the Seller, Auctioneer or its Agent(s). Any information contained in the listing and all related materials are subject to the terms and conditions of the Auction Purchase and Sale Agreement. The property is being sold "As Is, Where is" with all faults. Bidder's complete inspection of the property is highly recommended prior to placing any bids at the auction. Any announcements made on auction day will take precedence over all printed materials. Any of the property listed may be withdrawn or modified without notice at any time.
19. **DISPUTES:** All disputes will be settled in the United States Bankruptcy Court For The District of Kansas.

AUCTION CONDUCTED BY

United Country – Heritage Brokers & Auctioneers
Richard Shawn Terrel CAI, AARE, UCMA
Broker | Auctioneer
KS RE license #KS 00216208
2820 NW Barry Rd.
Kansas City, MO 64154

DGCAMA Property Record Card

Parcel ID: 023-193-05-0-00-00-003.00-0

Quick Ref: R37050

Tax Year: 2023

Run Date: 2/27/2024 9:59:32 AM

OWNER NAME AND MAILING ADDRESS

VOIGTS WILLIAM F JR

264 E 2100 RD
WELLSVILLE, KS 66092-4008

PROPERTY SITUS ADDRESS

262 E 2100 RD
KS
260 E 2100 RD

LAND BASED CLASSIFICATION SYSTEM

Function: 9020 Farming / ranch Sfx:
Activity: 8100 Farming, plowing, tilling, harv
Ownership: 1100 Private-fee simple
Site: 3200 Dev Site - crops, grazing etc

R37050 07/18/2022

Image Date: 07/18/2022

GENERAL PROPERTY INFORMATION

Prop Class: F Farm Homesites - F
Living Units: 2
Zoning: A
Neighborhood: 907.0 907.0
Economic Adj. Factor:
Map / Routing: / 700760
Tax Unit Group: 000809-Twp Palmyra - 809

PROPERTY FACTORS

Topography: Rolling - 4
Utilities: Well, Septic
Access: Semi Improved Road
Fronting: Secondary Street
Location: Neighborhood or Spot
Parking Type: Off Street
Parking Quantity: Adequate
Parking Proximity: On Site
Parking Covered:
Parking Uncovered:

INSPECTION HISTORY

| Date | Time | Code | Reason | Appraiser | Contact | Code |
|------------|---------|------|--------|-----------|---------|------|
| 03/16/2022 | 9:19 AM | MV | DM | 370 | | |
| 01/26/2022 | 1:27 PM | FR | FR | 353 | | |
| 01/14/2021 | 1:28 AM | FR | FR | 370 | | |

BUILDING PERMITS

| Number | Amount | Type | Issue Date | Status | % Comp |
|--------|--------|-----------------|------------|--------|--------|
| R8594 | 15,000 | NEW-MOBILE HOME | 08/21/2007 | C | 100 |
| R8339 | 4,000 | NEW-MOBILE HOME | 11/27/2006 | C | 100 |

TRACT DESCRIPTION

80A 5-15-21 S 1/2 NW FR 1/4

PARCEL COMMENTS

GenFlag: TRANSFER ON DEATH DEED; Prop-FN: GN

MISCELLANEOUS IMPROVEMENT VALUES

| Class | Value | Reason Code |
|-------|-------|-------------|
|-------|-------|-------------|

NEW CONSTRUCTION

| Class | Value | Reason Code |
|-------|-------|-------------|
|-------|-------|-------------|

MARKET LAND INFORMATION

| Method | Type | AC/SF | Eff FF | Depth | D-Fact | Inf1 | Fact1 | Inf2 | Fact2 | OVRD | Rsn | Cls | Model | Base Size | Base Val | Inc Val | Dec Val | Value Est |
|--------|----------------|-------|--------|-------|--------|------|-------|------|-------|------|-----|-----|-------|-----------|----------|----------|----------|-----------|
| Acre | 1-Primary Site | 2.00 | | | | | | | | | | | 34 | 10.00 | 9,000.00 | 6,100.00 | 6,900.00 | 34,800 |

Total Market Land Value 34,800

AGRICULTURAL LAND

COMMENTS

IMPROVEMENT COST SUMMARY

DGCAMA Property Record Card

Parcel ID: 023-193-05-0-00-00-003.00-0

Quick Ref: R37050

Tax Year: 2023

Run Date: 2/27/2024 9:59:32 AM

| Ag Type | Ag Acres | Soil Unit | Irr Type | Well Depth | Acre Feet | Acre Ft/Ac | Adj Code | Govt Prog | Base Rate | Adj Rate | Ag Value |
|---------|----------|-----------|----------|------------|-----------|------------|----------|-----------|-----------|----------|----------|
| DR | 0.80 | 7600 | | | | 0.00 | | | 226 | 226 | 180 |
| DR | 37.30 | 7603 | | | | 0.00 | | | 226 | 226 | 8,430 |
| DR | 8.70 | 8962 | | | | 0.00 | | | 589 | 589 | 5,120 |
| NG | 4.40 | WST | | | | 0.00 | | | 10 | 10 | 40 |
| TG | 3.00 | 7051 | | | | 0.00 | | | 192 | 192 | 580 |
| TG | 11.20 | 7600 | | | | 0.00 | | | 105 | 105 | 1,180 |
| TG | 10.70 | 7603 | | | | 0.00 | | | 105 | 105 | 1,120 |
| TG | 1.20 | 8962 | | | | 0.00 | | | 84 | 84 | 100 |

Other Improvement RCN: 309,130

Eco Adj: 100

Other Improvement Value: 145,470

AG LAND SUMMARY

Dry Land Acres: 46.80

Irrigated Acres: 0.00

Native Grass Acres: 4.40

Tame Grass Acres: 26.10

Total Ag Acres: 77.30

Total Ag Use Value: 16,750

Total Ag Mkt Value: 541,100

OTHER BUILDING IMPROVEMENTS

| No. | Occupancy | MSCIs | Rank | Qty | Yr Blt | Eff Yr | LBCS | Area | Perim | Hgt | Dimensions | Stories | Phys | Func | Econ | OVR% | Rsn | Cls | RCN | %Gd | Value |
|-----|---------------------------|-------|------|-----|--------|--------|------|--------|-------|-----|------------|---------|------|------|------|------|--------|-----|---------|-----|--------|
| 1 | 477-Farm Utility Building | P | 1.67 | 1 | 2007 | | | 1,568 | | 12 | 28 X 56 | 1.00 | 3 | 3 | | | | A | 22,340 | 53 | 11,840 |
| 2 | 477-Farm Utility Building | P | 2.00 | 1 | 2007 | | | 6,816 | | 8 | 142 X 48 | 1.00 | 2 | 3 | | | | A | 90,110 | 46 | 41,450 |
| 3 | 477-Farm Utility Building | P | 1.67 | 1 | 2007 | | | 1,920 | 136 | 10 | 96 X 20 | 1.00 | 3 | 3 | | | | A | 24,350 | 53 | 12,900 |
| 4 | 477-Farm Utility Building | P | 1.67 | 1 | 2007 | | | 10,800 | | 16 | 200 X 54 | 1.00 | 2 | 3 | | | Review | A | 136,510 | 46 | 62,800 |
| 5 | 477-Farm Utility Building | P | 2.00 | 1 | 2007 | | | 2,080 | | 8 | 80 X 26 | 1.00 | 2 | 3 | | | | A | 35,820 | 46 | 16,480 |

OTHER BUILDING IMPROVEMENT COMPONENTS

| No. | Code | Units | Pct | Size | Other | Rank | Year |
|-----|---------------------------------|-------|-----|------|-------|------|------|
| 1 | 649-No HVAC | | | | | | |
| 1 | 918-Single -Metal on Wood Frame | | 100 | | | | |
| 2 | 649-No HVAC | | | | | | |
| 2 | 918-Single -Metal on Wood Frame | | 100 | | | | |
| 3 | 649-No HVAC | | | | | | |
| 3 | 910-Single -Wall-Boards on Wood | | 100 | | | | |
| 4 | 649-No HVAC | | | | | | |
| 4 | 918-Single -Metal on Wood Frame | | 100 | | | | |
| 5 | 606-Space Heater | | 100 | | | | |
| 5 | 910-Single -Wall-Boards on Wood | | 100 | | | | |

KANSAS
JOHNSON



United States Department of Agriculture
Farm Service Agency

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

FARM : 5266

Prepared : 3/1/24 11:44 AM CST

Crop Year : 2024

Operator Name : WILLIAM F VOIGTS JR

CRP Contract Number(s) : None

Recon ID : 20-091-2024-25

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 |
|--------------------|--------------------|------------------------|------|----------------|------|------|-----------|----------------------|------------------|
| 80.00 | 43.87 | 43.87 | 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 | 43.87 | | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 |

Crop Election Choice

| ARC Individual | ARC County | Price Loss Coverage |
|----------------|------------|---------------------------------|
| None | None | WHEAT, OATS, CORN, SORGH, SOYBN |

DCP Crop Data

| Crop Name | Base Acres | CCC-505 CRP Reduction Acres | PLC Yield | HIP |
|---------------|--------------|-----------------------------|-----------|-----|
| Wheat | 15.15 | 0.00 | 36 | |
| Grain Sorghum | 5.21 | 0.00 | 67 | |
| Soybeans | 23.51 | 0.00 | 18 | |
| TOTAL | 43.87 | 0.00 | | |

NOTES

Tract Number : 7414

Description : S2NW4 5-15-21 Doug Co

FSA Physical Location : KANSAS/DOUGLAS

ANSI Physical Location : KANSAS/DOUGLAS

BIA Unit Range Number :

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

Wetland Status : Wetland determinations not complete

WL Violations : None

Owners : WILLIAM F VOIGTS JR

Other Producers : None

Recon ID : None

Tract Land Data

| Farm Land | Cropland | DCP Cropland | WBP | EWP | WRP | GRP | Sugarcane |
|-----------|----------|--------------|------|------|------|------|-----------|
| 80.00 | 43.87 | 43.87 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |

KANSAS
JOHNSON
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 5266
Prepared : 3/1/24 11:44 AM CST
Crop Year : 2024

Tract 7414 Continued ...

| State Conservation | Other Conservation | Effective DCP Cropland | Double Cropped | CRP | MPL | DCP Ag. Rel Activity | SOD |
|--------------------|--------------------|------------------------|----------------|------|------|----------------------|------|
| 0.00 | 0.00 | 43.87 | 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 | 15.15 | 0.00 | 36 |
| Grain Sorghum | 5.21 | 0.00 | 67 |
| Soybeans | 23.51 | 0.00 | 18 |
| TOTAL | 43.87 | 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, family/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.



United States Department of Agriculture
Farm Service Agency

Farm: 5266
Tract: 7414

Johnson County, KS

Shares:



2024 Crop Year

MAP LEGEND

| | |
|---------------------|---------------------|
| W=Wheat HRW GR | BR H=Grass SMO FG |
| WS=Wheat SRW GR | BR GZ=Grass SMO GZ |
| C=Corn YEL GR | BR LS=Grass SMO LS |
| M=Sorghum GRS GR | FES H=Grass FTA FG |
| SB=Soybeans COM GR | FES GZ=Grass FTA GZ |
| O=Oats SPR GR | FES LS=Grass FTA LS |
| NAT H=Grass NAG Hay | NAT LS=Grass NAG LS |
| NAT GZ=Grass NAG GZ | |

**ALL NON-IRRIGATED UNLESS NOTED
FOR ACREAGE REPORTING ONLY**

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area.
Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.



SERVICE BEYOND EXPECTATION

Kansas Secured Title, Inc. - Lawrence
4830 Bob Billings Parkway Suite 200
Lawrence, Kansas 66049
Phone: 785-843-2830 Fax: 785-318-4414

Transaction Information

The information in this section is provided as a courtesy and is not a part of the commitment.

| | | | |
|---|--|------------------------------|-------------------------------|
| KST File 3136129 | | Loan No. | Customer File |
| | | Your Closer is: | |
| Beth Shmalberg | | 785-843-2830 | bshmalberg@kstitle.com |
| If KST is to handle closing and a closer is not listed please contact our office. | | | |
| | | Your Title Officer is | |
| Whitney Stuber | | | wstuber@kstitle.com |
| Buyer: | Purchaser with contractual rights under a purchase agreement with the vested owner as shown on Schedule A, Item 4 | | |
| Seller: | The Estate of William F. Voigts Jr. | | |
| Property Address: 262 E 2100 Rd Wellsville, KS 66092 | | | |

*****CALL OUR OFFICE TO VERIFY WIRE INSTRUCTIONS BEFORE YOU WIRE ANY FUNDS*****
*****DO NOT RELY ON EMAILED WIRE INSTRUCTIONS FROM ANY SOURCE*****

INFORMATION FROM THE COUNTY TAX RECORDS (NOTE: if taxes are delinquent, the hyperlinked tax amount does not constitute a payoff amount):

Tax ID [023-193-05-0-00-003.00-0](#)

Taxes for 2023:

General Tax: \$5,426.01

Special Assessments: \$0.00

Total: \$5,426.01

2023 taxes are first half paid, second half due and payable.

TITLE CHAIN: FOR INFORMATION WE NOTE THE FOLLOWING DEED(S) APPEARING ON THE RECORD:

Warranty Deed from Ernestine E. Sanders, Trustee under that certain trust agreement dated April 11, 1995, to William F. Voigts, Jr., a single person, recorded July 3, 2006, in [Book 1009, Page 203](#).

In the Office of Vital Statistics of the Kansas Department of Health and Environment appears a Certificate of Death for William Frederick Voigts, Jr, deceased on February 3, 2024, filed of record on February 20, 2024, in Book 1226, Page 3346.

No other instrument conveying title to the land appears within the 24 months preceding the date of this commitment. This information is shown to evidence transfers of title within the last 24 months and should not be construed as an abstract or representation of title.

E-RECORDING: OUR COMPANY E-RECORDS IN ALL COUNTIES WHERE THIS SERVICE IS OFFERED. An electronic recording service fee of \$5.00 per document will be assessed at the time of recording.

LOAN POLICY ENDORSEMENTS ALTA 4 Condominium, ALTA 5 P.U.D., ALTA 6, 6.1 or 6.2 Variable Rate, ALTA 8.1 Environmental and ALTA 9 Comprehensive, as applicable, are included at no additional charge. For other endorsements please contact our office.

CLOSING FUNDS, pursuant to KSA 40-1137(c), funds for closing in excess of \$2,500.00 must be in the form of a wire transfer or bank issued check (cashier's, tellers, money order).

RECORDING FEES are generally \$21.00 for the first page and \$17.00 for each additional page of each document. Recording fees for releases and assignments of a single mortgage will be \$20.00 for the first page and \$4.00 for each additional page.

ANY DEED to be recorded must be accompanied by a Kansas Real Estate Sales Validation Questionnaire (original form, in triplicate) unless a valid exemption is stated on the face of the deed pursuant to KSA 17-1437.

REAL ESTATE TAXES are billed on November 1 of the tax year and are due and payable at that time. The first half becomes delinquent on December 20 of the tax year; the second half becomes delinquent on May 10 of the following year.

ALTA COMMITMENT FOR TITLE INSURANCE



Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

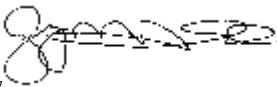
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **Old Republic National Title Insurance Company, a Florida corporation (the "Company")**, commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned

Kansas Secured Title, Inc. - Lawrence

By 

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By  President

Attest  Secretary

Authorized Officer or Licensed Agent

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Kansas Secured Title, Inc. - Lawrence

Issuing Office: Kansas Secured Title, Inc. - Lawrence

Issuing Office's ALTA Registry ID: 0048818

Loan ID Number:

Issuing Office File Number: 3136129

Property Address: 262 E 2100 Rd Wellsville, KS 66092

Revision Number:

SCHEDULE A

1. Commitment Date: **February 21, 2024**, at **8:00 am**
2. Policy to be Issued:
 - (a) ALTA® 2021 Owner's Policy Premium Amount:
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner as shown on Schedule A, Item 4**
Proposed Policy Amount: **\$1,000.00**
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 **The Estate of William F. Voigts Jr.**
5. The Land is described as follows:
The South One-Half of the Northwest Quarter of Section 5, Township 15 South, Range 21 East of the 6th P.M., in Douglas County, Kansas.

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ORT Form 4757 DA

ALTA Commitment for Title Insurance 2021 v. 01.00

07/01/2021

SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. FURNISH executed Affidavit and Indemnification as prescribed by the Company.
6. **The Kansas appellate and district court clerk's offices, except Johnson County, have been impacted by a security incident, which has limited the ability to perform judgment and case searches in the Kansas Court System.**

WE REQUIRE: An Affidavit of Understanding and Indemnity Agreement to be executed by all parties pertaining to any lien, judgment or other matter related to the limited access of the Kansas district and appellate court records. With this Affidavit, no exception will appear in the policies to be issued. We reserve the right to make additional requirements prior to closing if said court system becomes fully accessible.

7. **Pay the second half of the 2023 real estate taxes.**
8. **In the office of the Clerk of the District Court appears a pending Suit to Foreclose Mortgage (Involves the subject property), Case No. 2022-CV-261, Baldwin State Bank, a Kansas banking corporation, Plaintiff, vs. William F. Voigts, Jr., Defendant.**

REQUIREMENT: Order of Dismissal, executed by Plaintiff, to be filed in the above Suit.

NOTE: For assistance in satisfying the above Requirement, please contact:

Bradley R. Finkeldei, Attorney for Plaintiff

Stevens & Brand, L.L.P.

900 Massachusetts, Suite 500

P.O. Box 189

Lawrence Kansas 660044-0189

785-843-0811

785-843-0341 (Fax)

9. **This office has been informed that William Frederick Voigts, Jr is deceased; AND THAT there exist a certain Last Will and Testament of William Frederick Voigts, Jr., dated January 15, 2024, that will be probated in the office of the Clerk of the District Court, Douglas County, Kansas.**

REQUIREMENTS:

10. **(A) Initiate said probate proceeding in the office of the clerk of the District Court, Douglas County, Kansas, on the Estate of William F. Voigts, Jr., deceased;**
AND
(B) Motion and Order admitting the above Last Will and Testament of William Frederick Voigts, Jr., dated January 15, 2024, with said Order appointing John R. Hooe and Brian Russell as Co-Executors of said Estate, to be filed in the said probate proceeding, after which this office reserves the right to make further Requirements.

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11. In the office of the office of the Clerk of the United States District Court for the District of Kansas (Bankruptcy Division) appears a pending Chapter 12 Debtor Proceeding, Case No. 22-40705-12, William Fredrick Voigts, Jr., Debtor, wherein in on January 24, 2024, appears Debtors's Motion AND on February 13, 2024, appears an Agreed Order Granting Debtor's Motion, granting the authority to sell the subject property at public auction, FREE AND CLEAR OF ALL LIENS.

REQUIREMENT: Record certified copies of the above Motion and the above Order, in the office of the Register of Deeds, Douglas County, Kansas.

NOTE: For assistance in satisfying the above Requirement; AND for assistance to the Closing Officer for closing instruction and for distribution of sales proceeds, please contact:

Tom R. Barnes, II, Attorney for Debtor
2887 SW Mac Vicar Ave
Topeka, KS 66611
(785) 267-3410
Email: tom@stumbolaw.com

AND

Carl B. Davis, Trustee
300 W Douglas, Suite 65
Wichita, KS 67202
316-267-1791

NOTE TO CLOSER: The Order states that the sale of the subject property will be sold FREE AND CLEAR OF ALL LIENS, and that includes the liens of the following four Mortgages to Baldwin State Bank, recorded in Book 1071, Page 4865, recorded in Book 1134, Page 4015, recorded in Book 1159, Page 888 and recorded in Book 1218, Page 128; AND THAT said net proceeds from the sale of the subject property, shall be paid to Baldwin State Bank; AND THEREFORE, this office will not make any Requirements for the Releases of the above four Mortgages. Please contact the above Tom R. Barnes, II and the above Carl B. Davis for instructions concerning said payment to Baldwin State Bank.

12. Record Co-Executor's Deed from John R. Hooge and Brian Russell, as Co-Executors for the Estate of William F. Voigts Jr, deceased, to Purchaser with contractual rights under a purchase agreement with the vested owner as identified at Item 4 of Schedule A, together with Kansas Real Estate Validation Questionnaire fully completed and signed to accompany said Deed.

NOTE: Said Co-Executor's Deed should specifically recite: That said Deed is being executed pursuant to the terms and conditions of an Order filed on February 13, 2024, as set forth in the Chapter 12 Debtor Proceeding, Case No. 22-40705-12.

13. 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 \$100.00, 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 charges for same has been paid.
14. 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 and Amount of Insurance, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
15. The Company requires a copy of the fully executed sales contract setting forth the names of all parties and the sales price of the subject property and this commitment must be updated to show any additional exceptions and/or requirements prior to closing.

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****NOTE:** 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 charges for same shall have been paid.

NOTE: We reserve the right to make further requirements as we may deem necessary after receiving and examining the instruments required herein.

End of Requirements

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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 provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. **General and special taxes for the last half of the year 2023 and subsequent years.**
8. **Easements, reservations, building set-back lines, notes, lot splits and access limitations, if any, referenced on survey by LS# 1158, recorded May 27, 2005, in [Book 17, Page 879](#). (Reference only)**
9. **Easements, reservations, building set-back lines, notes, lot splits and access limitations, if any, referenced on survey by LS# 1266, recorded December 6, 2022, in [Book 19, Page 987](#). (Reference only)**
10. **Right of Way granted to Kansas City Power & Light Company filed June 11, 1947, recorded in [Book 160, Page 326](#).**
11. **Right of Way granted to Rural Water District #4 filed February 29, 2024, recorded in [Book 1226, Page 4245](#).**
12. **Judgments and tax liens, if any, against the party to be insured.**

End of Exceptions

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that under applicable law illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements; and
- f. Schedule B, Part II-Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. DEFINITIONS

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

AUCTION REAL ESTATE SALES CONTRACT

THIS CONTRACT, made this the 29th day of March 2024, by and between _____
_____ (“Seller”) whose address is _____
and _____ (“Buyer”)
whose address is _____.

1. AGREEMENT TO PURCHASE. In consideration of the sum as identified in Paragraph 2 below, the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Buyer, by (type of deed), and Buyer agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the real property identified as **264 E 2100 Rd., Wellsville, KS 66092** and described as follows:

Legal Description:

The South One-Half (S 1/2) of the Northwest Quarter (NW 1/4) of Section Five (5), Township Fifteen (15) South, Range Twenty-one (21) East of the 6th P.M., in Douglas County, Kansas.
(Full Legal Description to be provided by Title Company)

2. Total Purchase Price \$ _____

Non-Refundable Down Payment/Deposit \$ _____

In U.S. Funds, based on (10%) of the Total Purchase Price, to be held in an non-interest bearing escrow account by Closing Agent.

Balance of Purchase Price \$ _____

In U.S. Funds, due at Closing, ~~not including~~ Buyer’s Closing Costs or financing costs, prepaids or prorations, in immediately available cash or by confirmed wire transfer.

3. CLOSING. Closing shall take place with **Kansas Secured Title** (“Closing Agent”), whose address is 4830 Bob Billings Parkway, Suite #200, Lawrence, KS 66049 on or before **April 29, 2024** (the “Closing Date”). The contact person is Beth Shmalberg, phone: 785-843-2830, email: bshmalberg@kstitle.org. At Closing, Seller shall deliver to Buyer a Deed (the “Deed”), which shall convey fee simple title to the Property to Buyer without any warranties, including, without limitation, habitability or fitness for a particular purpose, and an Assignment and Assumption of Leases which shall assign any leases of the Property to Buyer; and Buyer shall pay, or cause to be paid, Seller the Total Purchase Price and shall execute and deliver to any tenant of the Property an acknowledgement of receipt of its security deposit in form required by applicable law. Seller and Buyer shall also execute and deliver any notices, statements, certificates, affidavits, releases or other documents required by this Contract, the Title Commitment (as hereinafter defined) or applicable law. Possession of the Property shall be delivered at Closing, subject to those matters contained in the Deed, Title Commitment and this Contract. Time is of the essence in this Contract.

4. TAXES AND OTHER PRORATIONS. The current year’s Property Taxes shall be prorated between Seller and Buyer at Closing based upon the amount of taxes for the prior year. All unpaid taxes for prior years, if any, shall be the responsibility of Seller. Buyer shall assume the payment of

taxes for the year of Closing and all subsequent years. Buyer shall pay all taxes for the year of Closing on or before December 31, 2024 and shall deliver Seller a copy of the tax receipts evidencing payment thereof within ten (10) days after payment. In the event that the taxes for the year of Closing are more or less than the taxes for the prior year, Seller and Buyer shall adjust the amount of the proration and Seller shall pay to Buyer the amount of any underpayment or Buyer shall pay to Seller the amount of any overpayment, as may be the case. In addition, all rents, operating expenses and utilities shall be prorated between Seller and Buyer as of the Closing Date and Seller shall pay to Buyer any tenant security deposits and Buyer shall pay to Seller any prepaid security deposits paid by Seller for utilities or other items. This Paragraph 4 shall expressly survive the Closing.

5. CLOSING COSTS.

- (a) **Seller's Costs.** At Closing, Seller shall pay the fees for preparation of the Deed and issuance of the Title Policy (as hereinafter defined), and all costs relating to tax certificates and overnight courier fees and messenger charges on behalf of the Seller.
- (b) **Buyer's Costs.** At Closing, Buyer shall pay the recording costs of the Deed, overnight courier fees and messenger charges on behalf of the Buyer, escrow fees (if any), Closing Agent's closing fees, any survey costs, and all additional sale or closing fees.

6. **TERMS.** This is a cash sale with Ten Percent (10%) down payment, with the balance due at Closing on or before April 29th, 2024. This sale is not contingent upon financing or due diligence. BUYER ACKNOWLEDGES AND AGREES THAT BUYER'S OBLIGATIONS UNDER THIS CONTRACT ARE NOT CONTINGENT UPON BUYER OBTAINING A LOAN FROM ANY LENDER. ACCORDINGLY, BUYER SHALL BE OBLIGATED TO PERFORM ITS OBLIGATIONS UNDER THIS CONTRACT WHETHER OR NOT BUYER CAN OBTAIN A LOAN TO FINANCE THE PURCHASE OF THE PROPERTY.

7. **DOWN PAYMENT/ DEPOSIT AND CLOSING AGENT.** Buyer and Seller hereby acknowledge and agree that Closing Agent shall hold and deliver the Down Payment/Deposit, in accordance with the terms and conditions of this Contract, and that Closing Agent shall be relieved of all liability and held harmless by both Seller and Buyer in the event Closing Agent makes a disbursement of the Down Payment/Deposit in accordance with the terms and provisions of this Contract. Closing Agent shall be relieved from any responsibility or liability and held harmless by both Seller and Buyer in connection with the discharge of any Closing Agent's duties hereunder provided that Closing Agent exercises ordinary and reasonable care in the discharge of said duties. Both parties understand that the Buyer's Down Payment/Deposit is non-refundable unless the Seller fails to close this transaction.

8. DISCLAIMER OF WARRANTIES ("AS-IS" CONVEYANCE)

- (a) Buyer warrants and acknowledges to and agrees with Seller, and United Country – Heritage Brokers & Auctioneers ("Auctioneer") that Buyer is purchasing the Property in an "As-Is, Where Is" condition "WITH ALL FAULTS" and specifically and expressly without any warranties, representations or guarantees, either expressed or implied, of any kind, nature, or type whatsoever, from or on behalf of the Seller and the Deed will contain appropriate disclaimers to this effect.
- (b) Buyer acknowledges to and agrees with Seller and Auctioneer that with respect to the Property, Seller and Auctioneer have not, do not, and will not make any warranties or representations, expressed or implied, or arising by operation of law, including, but in no way limited to, any warranty as to the value, physical condition, square footage, environmental condition, zoning, good repair, operability, habitability, tenantability, suitability, merchantability, profitability, marketability, past or present compliance with any rules, regulations, covenants or restrictions, development potential or fitness for a particular use or purpose of the property.

- (c) Buyer acknowledges that it is Buyer's responsibility to make such legal, factual and other inquiries and investigations, as Buyer deems necessary with respect to the Property. Buyer acknowledges that Buyer has executed this Contract based solely on its own independent due diligence investigations and findings, and not in reliance on any information provided by SELLER OR AUCTIONEER or their affiliates, agents, officers, employees or representative. Buyer acknowledges that Buyer has not relied, and is not relying upon information, document, sales brochures or other literature, maps or sketches, projection, pro forma, statement, representation, guarantee or warranty (whether expressed or implied, oral or written, material or immaterial) that may have been given or made by or on behalf of the Seller or Auctioneer.
 - (d) Buyer shall look only to Seller, and not to Auctioneer, as to all matters regarding this Contract and the Property. The Auctioneer shall not be responsible or liable in any way if the Seller fails or refuses to or cannot close this transaction.
 - (e) Without in any way limiting the generality of the preceding subparagraphs (a) through (d), Buyer specifically acknowledges and agrees that Buyer hereby waives, releases and discharges any claim it has, might have had, or may have against Seller and Auctioneer with respect to the condition of the Property, either patent or latent.
9. **PROPERTY INSPECTION.** It is the Buyer's sole responsibility to perform all inspections (physical, legal, economic, environmental, archeological or otherwise) on the Property and to be satisfied as to its condition prior to making an offer on the Property; review all property information and due diligence materials; independently verify any information Buyer deems important including information available in public records; and inquire of public officials as to the applicability of and compliance with land use and environmental laws building ordinances, zoning, health & safety codes, and any other local, state or federal laws and regulations.

Buyer is responsible for the costs of all inspections, surveys, engineering reports, environmental studies, including, but not limited to, lead-based paint tests, or for any other work performed at Buyer's request and Buyer shall pay for any damage which occurs to the Property or to any person as a result of such activities. Buyer shall not permit any claims or liens of any kind against the Property for inspections, surveys, engineering reports, or for any other work performed on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold Seller and Auctioneer harmless against any liability, damage, cost or expense incurred, directly or indirectly, by Seller, as result of Buyer's inspection, examination, or survey of the Property, either prior to, on or after the date hereof. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this section, including Seller's reasonable attorney's fees. Buyer agrees to repair any damage caused by such inspections and to restore the Property to its condition prior to the inspection. This Paragraph 9 shall expressly survive the Closing and any termination of this Contract.

Potential Proximity of Registered Offenders to Property: Kansas 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://Kansas.gov/kbi> or by contacting the local sheriff's office.

Radon Notice: 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 recommends all

home-buyers have an indoor radon gas 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 be easily reduced by a radon mitigation technician. For additional information, go to www.kansasradonprogram.org.

10. **TITLE.** Buyer hereby acknowledges receipt of a title commitment (the "Title Commitment") issued by the Closing Agent as agent for the "Title Insurer". Buyer hereby agrees to accept title to the Property subject to (i) all standard exclusions and printed exceptions set forth in the Title Commitment,, including all matters that would be disclosed by a current and accurate survey of the Property; (ii) liens for taxes not yet due and payable; (iii) easements for public utilities affecting the Property; (iv) all other easements or claims to easements, covenants, restrictions and rights-of-way affecting the Property; (v) rights and claims of parties in possession; and (vi) all title exceptions referenced in Schedule B of the Title Commitment (the foregoing title matters are herein referred to as the "Permitted Title Exceptions"). Any applicable zoning ordinances, other land use laws and regulations, together with taxes for the current year and those matters, if any, which are waived by Buyer pursuant to this Paragraph 10, shall also be deemed Permitted Title Exceptions. At or prior to Closing, Seller shall satisfy all requirements on Schedule C which are the responsibility of Seller and Buyer shall satisfy all requirements on Schedule C which are the responsibility of Buyer. At Closing, Seller, at its cost, shall cause the Title Insurer to issue and deliver to Buyer an owner's policy of title insurance (the "Title Policy"), insuring Buyer's fee simple estate in the Property in the amount of the Total Purchase Price, subject to the Permitted Title Exceptions.

Buyer also acknowledges and agrees that:

- a. Maps and depictions included in the marketing material for the auction are for illustration purposes only and neither Seller, nor Auctioneer warrants or guarantees any of these materials or other information to be accurate or complete.
 - b. Any fencing situated on the Property is not necessarily an indication of the Property boundary.
 - c. Buyer shall be responsible for its own due diligence regarding the availability and/or accessibility of any utilities or the suitability for building on the Property. In addition, the Buyer shall be responsible for obtaining any and all permits for installation of utilities, wells, septic systems, and/or any costs related to such installation. Permits, tanks, meters, lines, and any other applicable fees shall be at the Buyer's expense.
 - d. The Property is selling subject to restrictive covenants and easements as shown in the Title Commitment and the Survey.
11. **FIXTURES AND PERSONAL PROPERTY.** Only the fixtures, machinery and equipment currently attached to the Property will be conveyed to Buyer and no other personal property will be conveyed with the Property.
12. **TITLE DEFECTS.** If the Title Commitment reveals a defect in title which is not one of the Permitted Title Exceptions, or if prior to the Closing a new defect in title is disclosed by an updated endorsement to the Title Commitment, which defect is not one of the Permitted Title Exceptions, prior to Closing Date, Buyer may either waive such defect or give written notice to Seller and Closing Agent no later than five (5) days from the date of discovery of such defect in title, whereupon Seller may, at its option, attempt to cure such defect prior to Closing or decline to cure such defect. If Seller is unable or unwilling to cure, on or before the Closing Date, any defect as to which Buyer has notified Seller as herein provided and if Buyer does not waive such defect on or prior to the Closing Date by written notice to Seller, this Contract shall be terminated without liability to either party and the Down Payment/Deposit shall be returned to the Buyer. Seller shall have the right, at its sole

election, to extend the Closing Date by not more than Sixty (60) Days to attempt to cure any such defect in title.

13. **AGENCY.** Auctioneer is acting as an agent for the Seller in this transaction and is to be paid a commission by Seller pursuant to a separate written listing agreement between Seller and Auctioneer.

Franchise Disclosure. Although one or more of the Brokers is a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

14. **BREACH OF CONTRACT BY SELLER.** If Seller defaults in the performance of any of its obligations pursuant to this Contract, and Closing fails to occur by reason thereof, Buyer, as its sole remedy, may terminate this Contract and receive the Down Payment/Deposit, or waive the default and proceed to Closing. In no event shall Seller or Auctioneer be liable for any damages including special, incidental or consequential damages, or economic loss and/or attorney fees.

15. **BREACH OF CONTRACT BY BUYER.** In the event the purchase and sale contemplated in this Contract is not consummated as a result of Buyer's default, Buyer's Down Payment/Deposit shall be forfeited to Seller, and Seller shall have all rights as allowed by law to file for damages, specific performance or cancellation of this transaction, with Buyer to be responsible for all costs of suit, including attorney's fees and court costs.

In addition, in the event that Seller is unable to collect on any check delivered by Buyer to Seller or Closing Agent, then, at Seller's option, without notice, this Contract may be terminated immediately and any Down Payment/ Deposit held by Seller or Closing Agent shall be paid to Seller, and Seller may pursue any rights and remedies available at law or in equity.

16. **CASUALTY.** Except as herein provided, all risk of loss with respect to damage to the Property shall be borne by Seller until the Closing; thereafter all risk of loss shall be borne by Buyer. In the event that the Property is, in the opinion of Seller, significantly damaged or is destroyed by fire or other casualty or hazard prior to Closing, Seller shall have the option to restore the Property to its pre-casualty condition or to cancel this Contract and Buyer's Down Payment/ Deposit shall be returned as a complete and final settlement to Buyer of all Seller's obligations hereunder. Should Seller desire to restore the Property to its pre-casualty condition, Seller shall so notify Buyer and thereafter have 120 days to complete such restoration, with the Closing Date to be postponed accordingly.

17. **NOTICES.** All notices under this Contract shall be deemed delivered when personally delivered or mailed postage prepaid, certified or registered mail, return receipt requested, or when delivered by a courier service to the addresses of the parties set forth in the preamble of this Contract. Either party may change its address for notice purposes by giving written notice thereof to the other party in accordance with the terms hereof. A copy of all notices given hereunder shall be delivered to Auctioneer and Closing Agent.

18. **WAIVER.** No failure or delay on the part of Seller in exercising any right of Seller nor any action on the part of Seller or any course of dealing or partial performance shall be deemed a waiver of any right of Seller set forth herein or a modification of any terms set forth herein.

19. **ENTIRE AGREEMENT; AMENDMENT.** This written Contract and any Exhibits, Schedules and Addenda attached hereto and made a part of this Contract signed by Buyer constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements

between the parties with respect to the Property. This Contract may not be amended, altered, modified or discharged except by an instrument in writing signed by the Buyer and Seller.

20. **SEVERABILITY.** The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision set forth herein.
21. **ASSIGNMENT.** Buyer may not assign this Contract or Buyer's rights hereunder without the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion.
22. **BINDING EFFECT.** This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and permitted assigns.
23. **COUNTERPARTS.** The Contract may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.
24. **ACKNOWLEDGEMENT.** The Buyer certifies that if Buyer is a natural person, he or she is of legal age and has full legal capacity and authority to understand, execute and deliver this Contract on behalf of himself or herself. If Buyer is a domestic or foreign entity (as defined by the Kansas State Statutes), Buyer represents to Seller that the party executing this Contract on behalf of such entity has the authority to execute this Contract on behalf of such entity, and that such entity shall be bound by the terms and conditions contained herein.
25. **ARBITRATION OF DISPUTES.** Any dispute or claim in law or equity between Seller and Buyer directly or indirectly arising out of or relating to this Contract or any resulting transaction (including any dispute regarding whether this arbitration clause is enforceable or applicable) shall be decided by a neutral, binding arbitration and not by court action, except as provided by Kansas law for judicial enforcement or review of arbitration decisions. The arbitration shall be heard by one arbitrator and conducted in Kansas City, Kansas by and in accordance with the Commercial Arbitration Rules of American Arbitration Association or its successor. Arbitration fees, including the fees and expenses of the arbitrator, shall be divided equally among the parties involved, unless awarded to the prevailing party by the arbitrator.
26. **ATTACHMENTS.** The Exhibits, Schedules and Addenda, if any, attached hereto are fully incorporated herein by reference for all purposes.
27. **POSSESSION:** Possession of the property will be given upon payment in full of the purchase price and transfer of title at closing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, as of the day and year first above written.