

REAL ESTATE AUCTION

Live Auction
Tuesday, September 28th, 2021
at 6pm

Online Auction
Bidding begins Sept. 20th, 2021

Lots 2 & 4, Block A, N. Hillman Addition,
SW/4 16-28-4W, Sedgwick County, Cheney KS

Seller: Central KS Properties, LLC

Tuesday
Sept. 28, 2021

LAND AUCTION

6:00pm

Rural Homesites - Two 11.4 acre tracts Cheney, Kansas

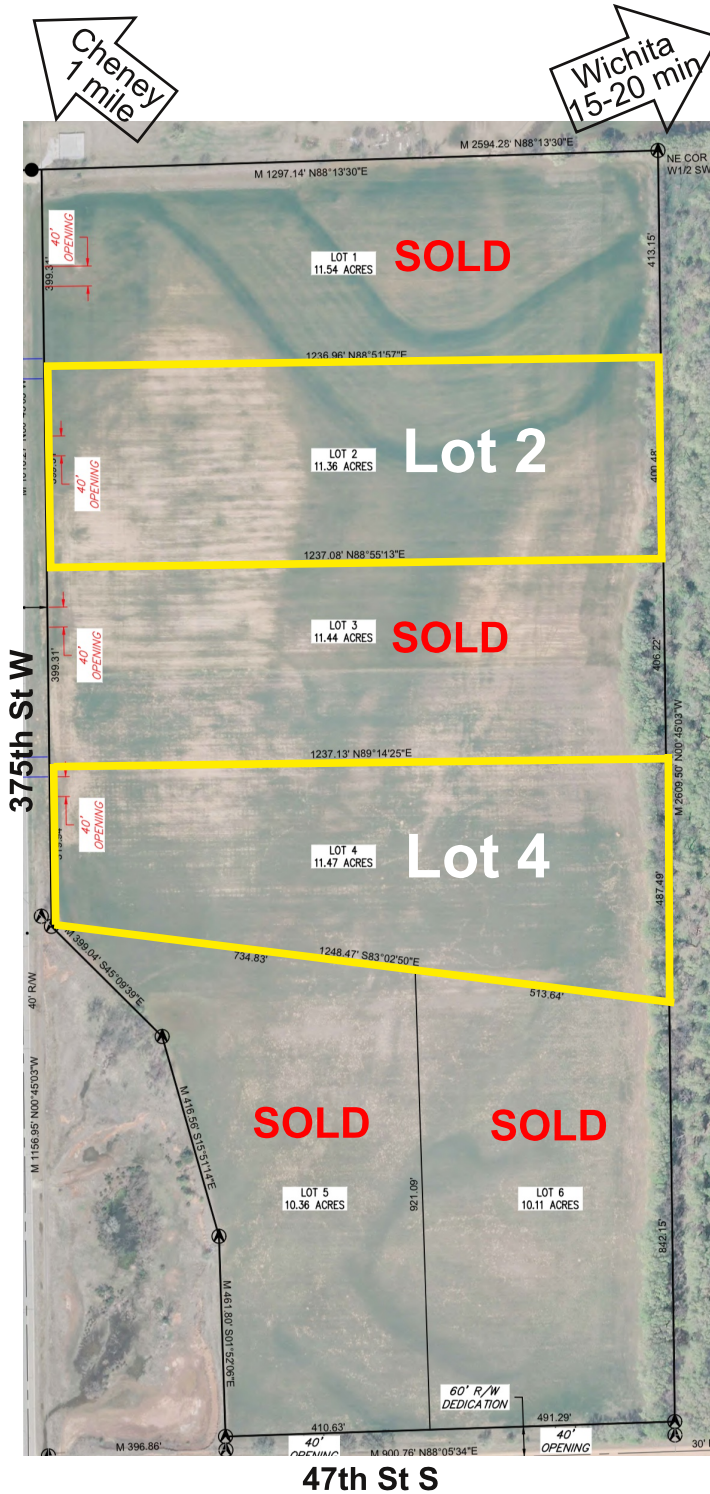
5 minutes to Cheney Schools, Shopping, Recreation & Golf Course
15-20 minutes west of Wichita.

Offered Online and Live (Live Auction held @ The White Barn 37680 W 15th St S, Cheney, KS 67025)

Bid Online Sept. 20-28, 2021

To access, register, review terms & bid go to www.farmandhomeks.com for link to ProxiBid

You may call FARM & HOME REALTY LLC for assistance



PROPERTY DESCRIPTION: Tracts 2 & 4 on the plat map. Located on paved road these lots are ready for the construction of your dream home. Open Builder with Protective Covenants in place. Direct access off paved 375th W. - just 3/4 mile south of MacArthur (39th S.).

AUCTION PROCESS: These Tracts will be offered online and at the Live Auction. Bidders can register and bid online by going to WWW.FARMANDHOMEKS.COM then click on the link to ProxiBid. Online bidding will begin Sept. 20, 2021. They will be offered individually to the Highest Bidder and not combined. *There is no Buyer's Premium.*

TERMS: \$2,500 down payment day of Auction to be held by Security 1st Title, Wichita. Balance due in Certified Funds on Closing. Buyers should be aware this property is not selling "subject to financing". Taxes will be prorated as of the day of Closing by Closing Agent. Cost of Title Insurance and Closing fee to be divided equally between Seller and Buyer. Closing to be on or before October 29, 2021.

POSSESSION: Buyer will receive possession on Closing.

MINERALS: Sellers mineral interest will be conveyed to Buyer/s.

FARM AND HOME REALTY LLC is acting as Agent of the Seller. A copy of Real Estate Agency Brochure is in the Property Info Packet.

PROSPECTIVE BIDDERS: Potential Bidders are urged to utilize "due diligence" and inspect the property to their satisfaction prior to Auction. Buyers are encouraged to have any inspections they desire, at their own expense, completed prior to Auction Date. Property is selling "as is" subject to any restrictive covenants, easements, zoning and roadways of record; without any warranties or inspections provided by Seller or Seller's Agents.

PROPERTY INFORMATION PACKET: Potential Bidders are urged to obtain and review the Property Information Packet prior to Auction. This packet is available by email or postal mail by contacting FARM & HOME REALTY LLC. The packet contains: Purchase Contract, title insurance & cited documents, Sedgwick County tax and property information, Groundwater Addendum, Survey, Restrictive Covenants, and Agency Brochure indicating FARM & HOME REALTY LLC is acting as Seller's Agent.

AUCTIONEER'S NOTE: We are offering two tracts of hard to find Western Sedgwick County rural homesites. Just a short bike ride to Cheney. A very easy commute to Wichita. Call us for a email or postal mailed Property Information Packet. Call to schedule an ATV tour of the property. We look forward to working with you!

Seller: Central Kansas Properties LLC



229 N. Main, Cheney, KS
www.farmandhomeks.com

John Hillman, Associate Broker
and Auctioneer
316-619-9500

john@farmandhomeks.com

Anthony Youngers
Associate
316-648-4634

anthony@farmandhomeks.com

Roger Zerener
Broker
316-540-3124

roger@farmandhomeks.com

*Auction day announcements supersede any prior written materials or statements.
To receive auction email alerts contact Jami - jami@farmandhomeks.com*

**FARM AND HOME REALTY LLC
PUBLIC AUCTION
REAL ESTATE PURCHASE CONTRACT**

Any Changes to this Purchase Contract will be announced prior to Auction

THIS AGREEMENT (the Agreement) is made and entered into between Central KS Properties LLC (Seller) and _____ (Buyer). Seller and Buyer agree to the following:

1. Property: The Seller agrees to sell and convey to Buyer by warranty deed the following described real property (the Property): Lot 2, Block A, N. Hillman Addition, an addition to Sedgwick County, a portion of the SW/4 16-28-4W, Cheney, Kansas
2. Purchase Price: Buyer agrees to purchase, and to pay to Seller, as consideration for the conveyance of the Property, the sum of _____ in the following manner: \$2,500 down with the remaining balance to be paid in certified funds at closing.
3. Title Evidence: Seller and Buyer agree to share equally closing agent costs and the cost of a title insurance commitment and policy (Buyer's coverage, but not lender's coverage) to insure the Property, showing a merchantable title vested in Seller, subject to easements, restrictions, covenants and other matters of record. Title commitment to be provided Buyer prior to closing. If Seller fails to satisfy all such title requirements imposed on Seller pursuant to the title commitment on or before the closing day, Buyer may, at Buyer's election, either: (a) cancel this agreement and receive return of Buyer's earnest money and, in that event, this Agreement will be canceled and the parties will have no further obligations to each other; or, (b) accept such title as Seller can deliver. Buyer waives any right to seek specific performance or to seek damages from Seller.
4. Delivery: A duly executed copy of this Agreement shall be delivered to the parties.
5. Earnest Money: Buyer hereby deposits with Security 1st Title upon the execution of this Agreement the sum of \$2,500 earnest money, as a guarantee that the terms and conditions of this Agreement shall be fulfilled by Buyer, said deposit to be applied on the purchase price upon acceptance of title by Buyer and delivery of deed by Seller.
6. Proration: All taxes, insurance (if policies acceptable to Buyer) shall be adjusted and prorated through the date of closing. Taxes shall be prorated by closing agent for the calendar year on the basis of taxes levied. If taxes have not been levied, then they will be prorated based upon taxes for the previous year.
7. Closing Date: Time is of the essence of this Agreement, and this transaction shall be consummated on or before October 29th, 2021.
8. Possession: Possession to be given to Buyer on Closing.
9. Agency Disclosure: Farm & Home Realty LLC is functioning as Sellers Agent in this transaction. A copy of Real Estate Brokerage Relationships brochure has been provided to Seller and Buyer.
10. Representation and Recommendations: Unless otherwise stated in writing, neither Farm & Home Realty LLC, its brokers or salespersons have made, on their own behalf, any representations or warranties, express or implied, with respect to any element of the Property, including, but not limited to, the legal sufficiency, legal effect, or tax consequences of this transaction. Any information furnished to either party or in any Property Disclosure Statement should be independently verified by that party before that party relies on such information. Buyer hereby agrees to hold Farm & Home Realty LLC, its brokers or salespersons harmless if Seller has failed to disclose any known defect or material fact regarding the Property. Seller makes no representation or warranty of any kind, expressed or implied, with respect to the Property, the same being sold "AS IS," "WHERE IS," with all faults – other than those stated in writing.

Any representations made herein have been made by Farm & Home Realty LLC, its brokers or salespersons is based on information supplied by sources believed to be reliable, and Farm & Home Realty LLC, its brokers or salespersons have not assumed any responsibility, directly or indirectly, with respect to any representations or warranties which have been made, if any. Since Farm & Home Realty LLC is acting as broker only, neither Farm & Home Realty LLC, its brokers or salespersons shall, under any circumstances, be held liable to Buyer or Seller for performance or lack of performance of any other term or conditions of this Agreement, or for damages arising out of or relating to the contents of this Agreement over the performance or nonperformance of either of the parties to this Agreement.

11. Inspection: Buyer has carefully examined the property and the improvements located thereon in making the decision to buy the property, Buyer is relying wholly and completely on Buyer's own judgment and the judgment of any contractors or inspectors Buyer may have selected. Buyer agrees that their auction bid was made after consideration of all possible defects in the Property (including any environmental defects or problems), and Buyer is purchasing the Property in its present condition, "as is, where is" and without warranties or representations of any kind, concerning the condition, suitability, or value of the Property. Buyer acknowledges that neither Seller nor any broker or salesperson involved in this transaction is an expert at detecting or repairing physical defects in the property.
12. Seller shall be responsible for transfer of the property at closing to Buyer in same condition as of day of auction: subject to reasonable wear and tear and usage. All items that are permanently attached to property; including those items which might be considered personal property on property as of auction day to remain with property, except: none
13. Mineral Interests: Seller's mineral interest will be conveyed to Buyer.
14. Agricultural Tenant: none applicable.
15. Where Is, As Is Condition: Buyer is purchasing the property in its "where is, as is" condition.
16. 1031 Tax Deferred Exchange: A material part of the consideration to Buyer for purchasing the Property from Seller and Seller selling the Property to Buyer is that both Buyer and Seller have the option to qualify for this transaction as part of a tax-deferred exchange under Section 1031 of the Internal Revenue Code of 1986. Any party utilizing exchange shall pay associated costs.
17. Hunting and Fishing Leases: Seller acknowledges that there are no current hunting or fishing leases on the subject property. Seller agrees not to enter into any lease agreements of any type on the subject prior to closing.
18. Authority to Bind: Each individual who executes this Agreement on behalf of a party represents that he or she is duly authorized to execute this Agreement on behalf of that party and is operating within the scope of his or her authority.
19. Good Faith: Each party to this Agreement shall use good faith and their best efforts to accomplish the actions provided for in this Agreement in due time and to cooperate with all parties in doing so.
20. Agreement to Terms: Buyer and Seller acknowledge that they have read the entire Agreement and that by signing below, agree to all terms contained herein.
21. Binding Effect: This Agreement shall be binding upon Buyer, Seller, and their respective heirs or successors. Buyer may not assign this contract without written permission of Seller.

- 22. Mediation: Any dispute or claim arising out of or relating to this Contract, the breach of this Contract or the services provided in relation to this Contract, shall be submitted to mediation prior to filing a lawsuit. Disputes shall include representations made by the Buyer, Seller, or any listing and selling broker(s) or their agents, employees and associate brokers in connection with the sale, purchase, financing, condition, or other aspects of the Property including, without limitation, allegations of concealment, misrepresentation, negligence, and/or fraud. Seller and Buyer shall pay an equal portion of the mediation fees and costs. Any agreement signed by the parties pursuant to the mediation conference shall be binding.

- 23. Buyer acknowledges they have utilized “due diligence” and inspected the property to their satisfaction and are accepting it in “as is” condition subject to any easements, zoning, restrictions, and roadways of records; without any warranties or inspections provided by Seller or Seller’s Agents.

- 24. Buyer acknowledges they have been offered and reviewed to their satisfaction the Property Information Packet. This packet contains this Purchase Contract, title insurance and cited documents, Survey drawing, Restrictive Covenants, MABCD Septic and Water Well document, Groundwater Addendum, and Agency Brochure indicating FARM AND HOME REALTY LLC is acting as Seller’s Agent.

_____	_____	_____	_____
Buyer Signature	Date	Seller Signature	Date
_____	_____	_____	_____
Buyer Signature	Date	Seller Signature	Date

**FARM AND HOME REALTY LLC
PUBLIC AUCTION
REAL ESTATE PURCHASE CONTRACT**

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1. Property: The Seller agrees to sell and convey to Buyer by warranty deed the following described real property (the Property): Lot 4, Block A, N. Hillman Addition, an addition to Sedgwick County, a portion of the SW/4 16-28-4W, Cheney, Kansas
2. Purchase Price: Buyer agrees to purchase, and to pay to Seller, as consideration for the conveyance of the Property, the sum of _____ in the following manner: \$2,500 down with the remaining balance to be paid in certified funds at closing.
3. Title Evidence: Seller and Buyer agree to share equally closing agent costs and the cost of a title insurance commitment and policy (Buyer's coverage, but not lender's coverage) to insure the Property, showing a merchantable title vested in Seller, subject to easements, restrictions, covenants and other matters of record. Title commitment to be provided Buyer prior to closing. If Seller fails to satisfy all such title requirements imposed on Seller pursuant to the title commitment on or before the closing day, Buyer may, at Buyer's election, either: (a) cancel this agreement and receive return of Buyer's earnest money and, in that event, this Agreement will be canceled and the parties will have no further obligations to each other; or, (b) accept such title as Seller can deliver. Buyer waives any right to seek specific performance or to seek damages from Seller.
4. Delivery: A duly executed copy of this Agreement shall be delivered to the parties.
5. Earnest Money: Buyer hereby deposits with Security 1st Title upon the execution of this Agreement the sum of \$2,500 earnest money, as a guarantee that the terms and conditions of this Agreement shall be fulfilled by Buyer, said deposit to be applied on the purchase price upon acceptance of title by Buyer and delivery of deed by Seller.
6. Proration: All taxes, insurance (if policies acceptable to Buyer) shall be adjusted and prorated through the date of closing. Taxes shall be prorated by closing agent for the calendar year on the basis of taxes levied. If taxes have not been levied, then they will be prorated based upon taxes for the previous year.
7. Closing Date: Time is of the essence of this Agreement, and this transaction shall be consummated on or before October 29th, 2021.
8. Possession: Possession to be given to Buyer on Closing.
9. Agency Disclosure: Farm & Home Realty LLC is functioning as Sellers Agent in this transaction. A copy of Real Estate Brokerage Relationships brochure has been provided to Seller and Buyer.
10. Representation and Recommendations: Unless otherwise stated in writing, neither Farm & Home Realty LLC, its brokers or salespersons have made, on their own behalf, any representations or warranties, express or implied, with respect to any element of the Property, including, but not limited to, the legal sufficiency, legal effect, or tax consequences of this transaction. Any information furnished to either party or in any Property Disclosure Statement should be independently verified by that party before that party relies on such information. Buyer hereby agrees to hold Farm & Home Realty LLC, its brokers or salespersons harmless if Seller has failed to disclose any known defect or material fact regarding the Property. Seller makes no representation or warranty of any kind, expressed or implied, with respect to the Property, the same being sold "AS IS," "WHERE IS," with all faults – other than those stated in writing.

Any representations made herein have been made by Farm & Home Realty LLC, its brokers or salespersons is based on information supplied by sources believed to be reliable, and Farm & Home Realty LLC, its brokers or salespersons have not assumed any responsibility, directly or indirectly, with respect to any representations or warranties which have been made, if any. Since Farm & Home Realty LLC is acting as broker only, neither Farm & Home Realty LLC, its brokers or salespersons shall, under any circumstances, be held liable to Buyer or Seller for performance or lack of performance of any other term or conditions of this Agreement, or for damages arising out of or relating to the contents of this Agreement over the performance or nonperformance of either of the parties to this Agreement.

11. Inspection: Buyer has carefully examined the property and the improvements located thereon in making the decision to buy the property, Buyer is relying wholly and completely on Buyer's own judgment and the judgment of any contractors or inspectors Buyer may have selected. Buyer agrees that their auction bid was made after consideration of all possible defects in the Property (including any environmental defects or problems), and Buyer is purchasing the Property in its present condition, "as is, where is" and without warranties or representations of any kind, concerning the condition, suitability, or value of the Property. Buyer acknowledges that neither Seller nor any broker or salesperson involved in this transaction is an expert at detecting or repairing physical defects in the property.
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17. Hunting and Fishing Leases: Seller acknowledges that there are no current hunting or fishing leases on the subject property. Seller agrees not to enter into any lease agreements of any type on the subject prior to closing.
18. Authority to Bind: Each individual who executes this Agreement on behalf of a party represents that he or she is duly authorized to execute this Agreement on behalf of that party and is operating within the scope of his or her authority.
19. Good Faith: Each party to this Agreement shall use good faith and their best efforts to accomplish the actions provided for in this Agreement in due time and to cooperate with all parties in doing so.
20. Agreement to Terms: Buyer and Seller acknowledge that they have read the entire Agreement and that by signing below, agree to all terms contained herein.
21. Binding Effect: This Agreement shall be binding upon Buyer, Seller, and their respective heirs or successors. Buyer may not assign this contract without written permission of Seller.

- 22. Mediation: Any dispute or claim arising out of or relating to this Contract, the breach of this Contract or the services provided in relation to this Contract, shall be submitted to mediation prior to filing a lawsuit. Disputes shall include representations made by the Buyer, Seller, or any listing and selling broker(s) or their agents, employees and associate brokers in connection with the sale, purchase, financing, condition, or other aspects of the Property including, without limitation, allegations of concealment, misrepresentation, negligence, and/or fraud. Seller and Buyer shall pay an equal portion of the mediation fees and costs. Any agreement signed by the parties pursuant to the mediation conference shall be binding.
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_____	_____	_____	_____
Buyer Signature	Date	Seller Signature	Date

_____	_____	_____	_____
Buyer Signature	Date	Seller Signature	Date



Security 1st Title

PRELIMINARY TITLE SEARCH REPORT

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

Prepared Exclusively For:
Farm & Home Realty, LLC
229 North Main Street
Cheney, KS 67025
Phone: 316-540-3124
Fax: 316-540-0134

Contact: **Teresa Woker**
Email: **twoker@security1st.com**

Contact: **Jami Viner**
Email: **jami@farmandhomeks.com**

Report No: **2469676**

Report Effective Date: **July 30, 2021, at 7:30 a.m.**

Property Address: **Vacant Land, Cheney, KS 67025**

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

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

Central KS Properties, LLC, a Kansas limited liability company

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

Parcel 1:

Lot 2, Block A, N. Hillman Addition, an addition to Sedgwick County, a portion of the Southwest Quarter of Section 16, Township 28 South, Range 4 West of the 6th P.M., Sedgwick County, Kansas

Parcel 2:

Lot 4, Block A, N. Hillman Addition, an addition to Sedgwick County, a portion of the Southwest Quarter of Section 16, Township 28 South, Range 4 West of the 6th P.M., Sedgwick County, Kansas



Security 1st Title

Any questions regarding this report should be directed to: **Teresa Woker**
Phone: **316-283-2750**, Email: **twoker@security1st.com**

3. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:
 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
 2. Pay the agreed amount for the estate or interest to be insured.
 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. **File a Partial Release of the Mortgage dated March 29, 2021, recorded March 29, 2021, as Doc.#/Flm-Pg: 30044997, made by Hillman Investments LLC, to The Bennington State Bank, in the amount of \$250,000.00.**
 6. **We have a copy of the Articles of Organization dated May 24, 2021 and a copy of the Operating Agreement dated May 1, 2021 of Central KS Properties, LLC, a limited liability company. We must be furnished with a copy of any amendments to said documents. We reserve the right to make any additional requirements we deem necessary.**
 7. **Any instrument to be executed by Central KS Properties, LLC must:**
 - a. Be executed in the limited liability company's name, and
 - b. Be signed by Goebel Enterprise, Inc., Member.
 8. **File a Warranty Deed from Central KS Properties, LLC, a Kansas limited liability company to TBD.**
 9. **Recording Fees and Information for Kansas Counties:**

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



Security 1st Title

Any questions regarding this report should be directed to: **Teresa Woker**
Phone: **316-283-2750**, Email: **twoker@security1st.com**

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

(NOTE: Beginning January 1, 2019, Mortgage Registration Tax is no longer required in the State of Kansas.)

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

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

4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any other matters that may arise after the date of this report:
 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
 2. Rights or claims of parties in possession not shown by the Public Records
 3. Easements, or claims of easements, not shown by the Public Records
 4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land
 5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.



Security 1st Title

Any questions regarding this report should be directed to: **Teresa Woker**
Phone: **316-283-2750**, Email: **twoker@security1st.com**

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

Those items affecting Parcel 1:

7. **General taxes and special assessments for the fiscal year 2020 in the original amount of \$363.67, paid.**
Property I.D. # MO-00080
PIN #00282630 (covers additional land)
8. **The following matters which are shown on or disclosed by the recorded plat referred to in the legal description: easements.**
9. **An easement for roadway purposes, recorded as Misc. Book 325, Page 493.**
In favor of: Board of County Commissioners of Sedgwick County,
Kansas
Affects: a portion of subject property
10. **Rights of parties in possession under unrecorded leases.**

Those items affecting Parcel 2:

11. **General taxes and special assessments for the fiscal year 2020 in the original amount of \$363.67, PAID.**
Property I.D. # MO-00080
PIN #00282630 (covers additional land)
12. **The following matters which are shown on or disclosed by the recorded plat referred to in the legal description: easements.**
13. **An easement for roadway purposes, recorded as Misc. Book 325, Page 493.**
In favor of: Board of County Commissioners of Sedgwick County,
Kansas
Affects: a portion of subject property
14. **An easement for pipeline purposes, recorded as Misc. Book 354, Page 437; last assigned as Film 2365, Page 1075; further confined by instrument filed as Doc#/Flm-Pg: 30079276.**
In favor of: Kansas Gas Supply Corporation; last assigned to
Mid-Continent Market Center, Inc.
Affects: a portion of subject property



Security 1st Title

Any questions regarding this report should be directed to: **Teresa Woker**
Phone: **316-283-2750**, Email: **twoker@security1st.com**

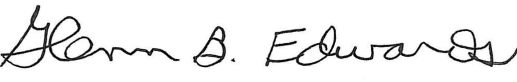
- 15. An easement for pipeline purposes, recorded as Misc. Book 622, Page 102; last assigned as Film 2480, Page 1766.
In favor of: Cities Service Oil Company; last assigned to Seminole Transportation and Gathering, Inc.
Affects: a portion of subject property**

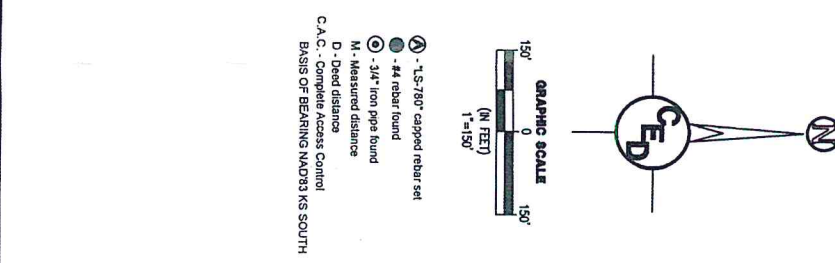
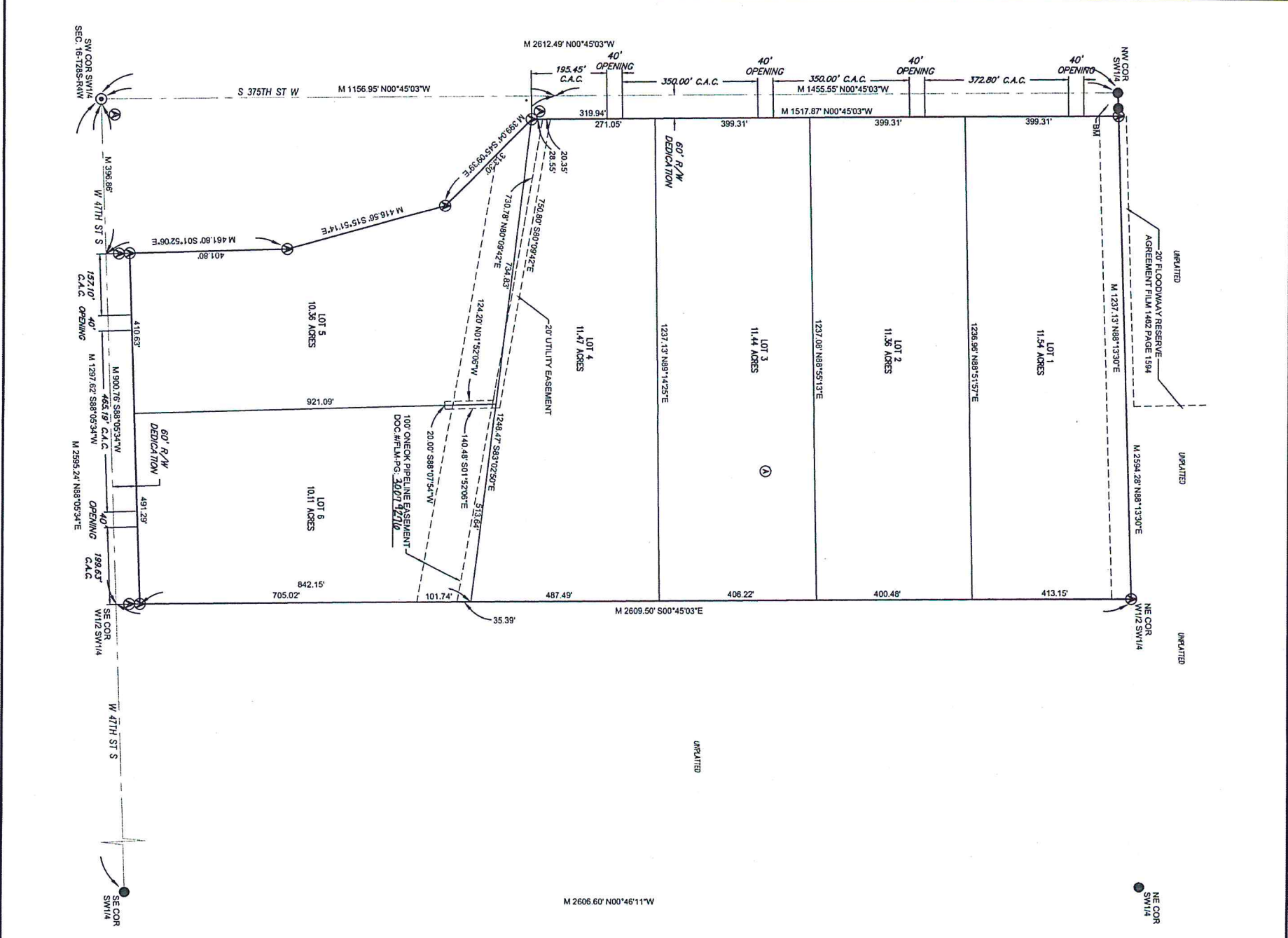
- 16. Terms and provisions contained in the document entitled "Memorandum of Transfer and Contribution of Telecommunication Rights" filed as Film 2333, Page 11.**

- 17. Rights of parties in possession under unrecorded leases.**

Dated: **July 30, 2021, at 7:30 a.m.**

SECURITY 1ST TITLE

By: 
LICENSED ABSTRACTER



FINAL PLAT
N. HILLMAN ADDITION
 AN ADDITION TO SEDGWICK COUNTY
 A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16,
 TOWNSHIP 28 SOUTH, RANGE 4 WEST OF THE 6TH PRINCIPAL
 MERIDIAN, SEDGWICK COUNTY, KANSAS

LAND SURVEYOR'S CERTIFICATE AND DESCRIPTION

I, THE UNDERSIGNED, REGISTERED PROFESSIONAL SURVEYOR IN SAID STATE, DO HEREBY CERTIFY THAT UNDER MY SUPERVISION, THE FOLLOWING DESCRIBED TRACT OF LAND WAS SURVEYED BY ARNOLD AND SUREY, P.A., ON OR ABOUT MARCH 23, 2021, AND THAT THE ACCOMPANYING FINAL PLAT PREPARED AND ALL THE INSTRUMENTS SHOWN HEREON EAST AND THEIR POSITIONS ARE CORRECTLY SHOWN, UNLESS OTHERWISE NOTED, TO THE BEST OF MY KNOWLEDGE AND IS DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION:

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 28 SOUTH, RANGE 4 WEST OF THE 6TH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS, IS DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 0°00'00" W ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1158.55 FEET; THENCE S 89°09'29" E, A DISTANCE OF 399.04 FEET; THENCE S 15°11'4" E, A DISTANCE OF 418.56 FEET; THENCE S 01°52'06" E, A DISTANCE OF 461.80 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE S 89°05'24" W ALONG THE SOUTH LINE, A DISTANCE OF 399.08 FEET TO THE POINT OF BEGINNING.

ALL PUBLIC EASEMENTS AND DEDICATIONS BEING VACATED BY VERUE OF K.S.A. 12-512b, AS AMENDED.

ARNOLD AND SUREY, P.A.
 DONALD C. ARNOLD, P.S. #1780

STATE OF KANSAS))
 SEDGWICK COUNTY))
 DONOR'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT I, THE UNDERSIGNED, HAVE CAUSED THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE TO BE PLATTED INTO LOTS, A BLOCK, AND STREETS TO BE KNOWN AS "N. HILLMAN ADDITION" IN ADDITION TO SEDGWICK COUNTY, KANSAS. THE STREETS ARE HEREBY DEDICATED TO AND FOR THE GOVERNING BODY OF SAID COUNTY, KANSAS, AND THE DEDICATION OF SAID STREETS AND PUBLIC UTILITIES IS AN IRREVOCABLE AND EXCLUSIVE DEDICATION. THE RIGHTS-OF-WAY AND RESERVES SHALL REMAIN AT ESTABLISHED GRADES (UNLESS NOTED WITH THE APPROVAL OF THE APPLICABLE CITY OR COUNTY ENGINEER) AND SHALL BE UNRESTRICTED TO ALLOW FOR THE CONVEYANCE IN ACCORDANCE WITH THE STANDARDER MANUAL.

N. HILLMAN, OWNER
 HILLMAN INVESTMENTS LLC
 N. HILLMAN, OWNER

STATE OF KANSAS))
 SEDGWICK COUNTY))
 OWNER'S CERTIFICATE AND DEDICATION

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, THIS 14 DAY OF JULY 2021, BY N. HILLMAN, OWNER OF HILLMAN INVESTMENTS, LLC.

SEAL OR STAMP
 MY APPOINTMENT EXPIRES: 9-15-2022

WITNESSEES

WE, THE BENNINGTON STATE BANK, HOLDERS OF A MORTGAGE ON THE ABOVE DESCRIBED PROPERTY, DO HEREBY CONSENT TO THE PLAT OF "N. HILLMAN ADDITION" TO THE BENNINGTON STATE BANK.

BRETT MITCHELL, CONSUMER LENDER

STATE OF KANSAS))
 SEDGWICK COUNTY))

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, THIS 14 DAY OF JULY 2021, BY BRETT MITCHELL, CONSUMER LENDER.

SEAL OR STAMP
 MY APPOINTMENT EXPIRES: 9-15-2022

CLOSURE COMPUTATION

PERIMETER=7,133.06'
 AREA=66,27 ACRES
 NORTHING ERROR=0.0033
 EASTING ERROR=0.4210
 ERROR OF CLOSURE=0.4210
 PRECISION=1/17,130

REMARKS:

PLAT SET ON TOP OF SOUTH END OF 80' APPROXIMATELY 275' SOUTH AND 28.2' WEST OF THE NORTHWEST CORNER OF LOT 1, BLOCK A, N. HILLMAN ADDITION.
 ELEV. = 1361.87 (NAVD83)

PLANNING COMMISSION CERTIFICATE

THIS PLAT OF "N. HILLMAN ADDITION" HAS BEEN SUBMITTED TO AND APPROVED BY THE PLANNING COMMISSION OF SEDGWICK COUNTY, KANSAS, THIS 20th DAY OF MAY 2021.

MOHAMED A. ALI, SECRETARY

STATE OF KANSAS))
 SEDGWICK COUNTY))
 COUNTY COMMISSIONER'S CERTIFICATE

THIS PLAT APPROVED AND ALL DEDICATIONS SHOWN HEREON IF ANY, ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS, THIS 14 DAY OF MAY 2021.

PETEY F. WEIZNER, FIRST DISTRICT CHAIRMAN
 KELLY B. ARNOLD

REGISTERED RECORD

ENTERED ON REGISTER RECORD THIS 14 DAY OF JULY 2021

KELLY B. ARNOLD
 REGISTER OF DEEDS

STATE OF KANSAS))
 SEDGWICK COUNTY))
 COUNTY SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE, METROPOLITAN - P.A., ON THE 14th DAY OF JULY 2021.

TONYA BUCKINGHAM
 KENNY ZEBING
 REGISTER OF DEEDS

STATE OF KANSAS))
 SEDGWICK COUNTY))
 COUNTY SURVEYOR'S CERTIFICATE

RENEWED IN ACCORDANCE WITH K.S.A. 58-2005 ON THIS 27th DAY OF JULY 2021.

L. ROSELLO, P.S. #1246
 COUNTY SURVEYOR

STATE OF KANSAS))
 SEDGWICK COUNTY))
 COUNTY SURVEYOR'S CERTIFICATE

NOTED BY REGISTER OF DEEDS
 DATE: 07/15/2021 07:44:41 AM
 REGISTERED IN: 30079424
 REGISTERING FEE: \$3200

NOTE: BOUNDARY SURVEY COMPLETED BY ARNOLD AND SUREY, P.A. 1601 E. HARBOR WICHITA, KANSAS 67211 (316) 263-0082

OWNER:
 N. HILLMAN, HILLMAN INVESTMENTS LLC
 125 W 5TH AVE
 CHENEY, KS 67025

REGISTERED BY:
 ARNOLD AND SUREY, P.A.
 1601 E. HARBOR
 WICHITA, KANSAS 67211
 (316) 263-0082

DRAWINGS PREPARED BY:
CERTIFIED ENGINEERING DESIGN, P.A.
 1935 WEST MAPLE STREET
 WICHITA, KANSAS 67215
 PH: (316) 262-8808
 FAX: (316) 262-1669

TOTAL 1

**This Declaration of Protective Covenants applies to the
N. Hillman Addition Lots 1,2,3,4,5,6, Sedgwick County,
Kansas.**

No used, second hand, or previously erected house or building of any kind shall be moved or placed, either in sections or as a whole, upon said land, nor shall any trailer or mobile home be moved, placed, or permitted upon, or used for living quarters anywhere upon a building site subject to these covenants. No modular homes or prefabricated houses shall be moved onto any lot at any time.

IN WITNESS WHEREOF, this Declaration has been signed on this _____ day of _____, 20____.

Kelli Hillman, sole member, Central Ks Properties, LLC

ACKNOWLEDGMENT

State of Kansas
County of Sedgwick

Be it remembered, that on this _____ day of _____, 20____, before me the undersigned, a Notary Public in and for the county and state aforesaid, came Nic Hillman, sole member of Central Ks Properties, LLC, who is personally known to me to be the same person who executed the within and foregoing instrument of writing and such persons duly acknowledged the execution of the same.

In witness whereof, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Public Notary

My appointment expires: _____



Sedgwick County...
working for you

Metropolitan Area Building and Construction Department

271 W. 3rd St. N., Suite 101, Wichita, KS 67202 - www.sedgwickcounty.org - TEL: 316-660-1840 - FAX: 316-660-1810

Chris Labrum
Director

DATE: July 9, 2021

TO: Neil Strahl

FROM: Tim Wagner *TW*

RE: N HILLMAN ADDITON

The above subject plat is approved for on-site sewage disposal facilities and water wells subject to the following conditions.

1. That a permit for on-site sewage disposal facilities be obtained from the Metropolitan Area Building and Construction Department prior to construction, repair or modification.
2. That should any water wells be constructed, repaired or modified that they meet current Kansas Water Well Construction standards (Article 30) of the Kansas Administrative Regulations and the Sedgwick County Water Well Code. Any water well shall be located a minimum of 25 feet from any building.
3. Water Supply Requirements:
Individual Domestic water wells may be utilized for each lot.
No guarantee of quantity or quality.
It is recommended wells be drilled to determine quantity of water available.
4. Sewage Facility Design Specifications:

Lots 1-4, Blk A – Standard septic systems size based of 30-60 mpi. Lateral line trench depth no deeper than 24 inches to bottom of the trench.

Lots 5-6, Blk A – Standard septic systems size based of 0-30 mpi. Lateral line trench depth no deeper than 24 inches to bottom of the trench.

Design specifications based off of a limited number of soil samples throughout the subdivision. Wastewater permits are based off of those samples, actual conditions may vary on a lot by lot basis. If different conditions exist during wastewater system installation then construction standards may need modified.

System requirements subject to modification by the Director of the Metropolitan Area Building and Construction Department if subsequent testing indicates other system designs are appropriate.

Concur  Director of the Metropolitan Area Building and Construction Department

Cc: CED PA, Logan Mills, 1935 W Maple, Wichita KS 67213
Nic Hillman, Hillman Investments LLC, 125 W 5th Ave, Cheney KS 67025

STANDARD

MLS # 601010
Class Land
Property Type Undeveloped Acreage
County Sedgwick
Area 601
Address 0000 S 375th St W
Address 2
City Cheney
State KS
Zip 67025
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 0

**GENERAL**

List Agent	JOHN HILLMAN - CELL: 316-619-9500	List Date	8/18/2021
List Office	Farm & Home Realty, LLC - OFF: 316-540-3124	Expiration Date	
Co-List Agent		Realtor.com Y/N	Yes
Co-List Office		Display on Public Websites	Yes
Showing Phone	3165403124	Display Address	Yes
Zoning Usage	Rural	VOW: Allow AVM	Yes
Parcel ID	08717-5-16-0-32-00-001.00	VOW: Allow 3rd Party Comm	No
Number of Acres	11.40	Sub-Agent Comm	0
Price Per Acre	0.00	Buyer-Broker Comm	1
Lot Size/SqFt	496584	Transact Broker Comm	1
School District	Cheney School District (USD 268)	Variable Comm	Non-Variable
Elementary School	Cheney	Virtual Tour Y/N	
Middle School	Cheney	Days On Market	16
High School	Cheney	Cumulative DOM	92
Subdivision	NONE	Cumulative DOMLS	
Legal	Lot 2 & 4 - Block A, N. Hillman Addition, SW/4 16-28-4W	Input Date	8/20/2021 1:21 PM
Original Price	\$0	Update Date	8/27/2021
Virtual Tour 2 Label		Off Market Date	
Virtual Tour 4 Label		Status Date	8/20/2021
Level of Service	Full Service	HotSheet Date	8/20/2021
On Market Date	5/14/2021	Price Date	8/20/2021
Agent Hit Count	22	Term of Lease	
Doc Manager	0	Virtual Tour 3 Label	
Geocode Quality		FIPS Code	20173
Price Per SQFT		Auction End Time	
Mapping		COO Date	
Input Date	8/20/2021 1:21 PM	Client Hit Count	20
		Listing Visibility Type	MLS Listing
		Picture Count	1
		Sold Price Per SQFT	
		Tax ID	
		Update Date	8/27/2021 11:59 AM
		Showing Start Date	

DIRECTIONS

Directions From S Main Street and MacArthur on the south edge of Cheney, go east 1/2 mile. Then 3/4 mile south. Tract is on the east side of 375th, north of 47th S.

FEATURES

SHAPE / LOCATION Rectangular	UTILITIES AVAILABLE Electricity Lagoon Private Water Propane	DOCUMENTS ON FILE Other/See Remarks	SHOWING INSTRUCTIONS Call List Agent/Office
TOPOGRAPHIC Rolling		FLOOD INSURANCE Unknown	LOCKBOX None
PRESENT USAGE Other/See Remarks		SALE OPTIONS Build to Suit	AGENT TYPE Designated Sell Agent
ROAD FRONTAGE Paved	IMPROVEMENTS None	EXISTING FINANCING Other/See Remarks	OWNERSHIP Individual
	OUTBUILDINGS None	PROPOSED FINANCING Other/See Remarks	TYPE OF LISTING Excl Agency w/o Reserve

FEATURES

MISCELLANEOUS FEATURES

None
Mineral Rights Included

POSSESSION

At Closing

BUILDER OPTIONS

Open Builder

FINANCIAL

Assumable Y/N No
General Taxes \$363.67
General Tax Year 2020
Yearly Specials \$0.00
Total Specials \$0.00
HOA Y/N No
Yearly HOA Dues
HOA Initiation Fee
Earnest \$ Deposited With Security 1st Title

PUBLIC REMARKS

Public Remarks AUCTION - Tuesday, Sept. 28, 2021 at 6pm. Lot 2 and 4 - located on paved road these lots are ready for the construction of your dream home. Open Builder with Protective Covenants in place. Shed homes and outbuildings are allowed. Direct access off 375th W - just 3/4 mile south of MacArthur/39th S - just 15-20 minutes west of Wichita in the the Cheney School District, just minutes to Cheney. These tracts will be offered online and live. Bidders can register and bid online via ProxiBid. Online bidding will begin Sept. 20th. They will be offered individually to the highest bidder and not combined. There is no buyer's premium. \$2,500 earnest money due day of auction to be held by Security 1st Title. Balance due in certified funds on Closing. Closing on or before October 29th, 2021. Taxes will be prorated as of day of closing - the amount above is for the entire 80 acres, prior to re-plat. Cost of title insurance and closing fee to be divided equally between seller and buyer. Buyer will receive possession on closing. Not subject to financing. Please review the sale bill for all terms and details, and call/email for an information packet. Auction to be held at The White Barn - 37680 W 15th S, Cheney.

MARKETING REMARKS

Marketing Remarks AUCTION - Tuesday, Sept. 28, 2021 at 6pm. Lot 2 and 4 - located on paved road these lots are ready for the construction of your dream home. Open Builder with Protective Covenants in place. Shed homes and outbuildings are allowed. Direct access off 375th W - just 3/4 mile south of MacArthur/39th S - just 15-20 minutes west of Wichita in the the Cheney School District, just minutes to Cheney. These tracts will be offered online and live. Bidders can register and bid online via ProxiBid. Online bidding will begin Sept. 20th. They will be offered individually to the highest bidder and not combined. There is no buyer's premium. \$2,500 earnest money due day of auction to be held by Security 1st Title. Balance due in certified funds on Closing. Closing on or before October 29th, 2021. Taxes will be prorated as of day of closing - the amount above is for the entire 80 acres, prior to re-plat. Cost of title insurance and closing fee to be divided equally between seller and buyer. Buyer will receive possession on closing. Not subject to financing. Please review the sale bill for all terms and details, and call/email for an information packet. Auction to be held at The White Barn - 37680 W 15th S, Cheney.

PRIVATE REMARKS

Private Remarks

AUCTION

Type of Auction Sale	Absolute	1 - Open for Preview
Method of Auction	Live w/Online Bidding	1 - Open/Preview Date
Auction Location	37680 W 15th S, Cheney	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	9/28/2021	2 - Open for Preview
Auction Start Time	6pm	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	24 hours prior	2 - Open End Time
Buyer Premium Y/N	No	3 - Open for Preview
Premium Amount		3 - Open/Preview Date
Earnest Money Y/N	Yes	3 - Open Start Time
Earnest Amount %/\$	2,500.00	3 - Open End Time

TERMS OF SALE

Terms of Sale These two tracts will be offered online and live. Bidders can register and bid online via ProxiBid. Online bidding will begin Sept. 20th. They will be offered individually to the highest bidder and not combined. There is no buyer's premium. \$2,500 earnest money due day of auction to be held by Security 1st Title. Balance due in certified funds on Closing. Closing on or before October 29th, 2021. Taxes will be prorated as of day of closing. Cost of title insurance and closing fee to be divided equally between seller and buyer. Buyer will receive possession on closing. Not subject to financing. Please review the sale bill for all terms and details, and call/email for an information packet.

PERSONAL PROPERTY

Personal Property

SOLD

How Sold
Sale Price

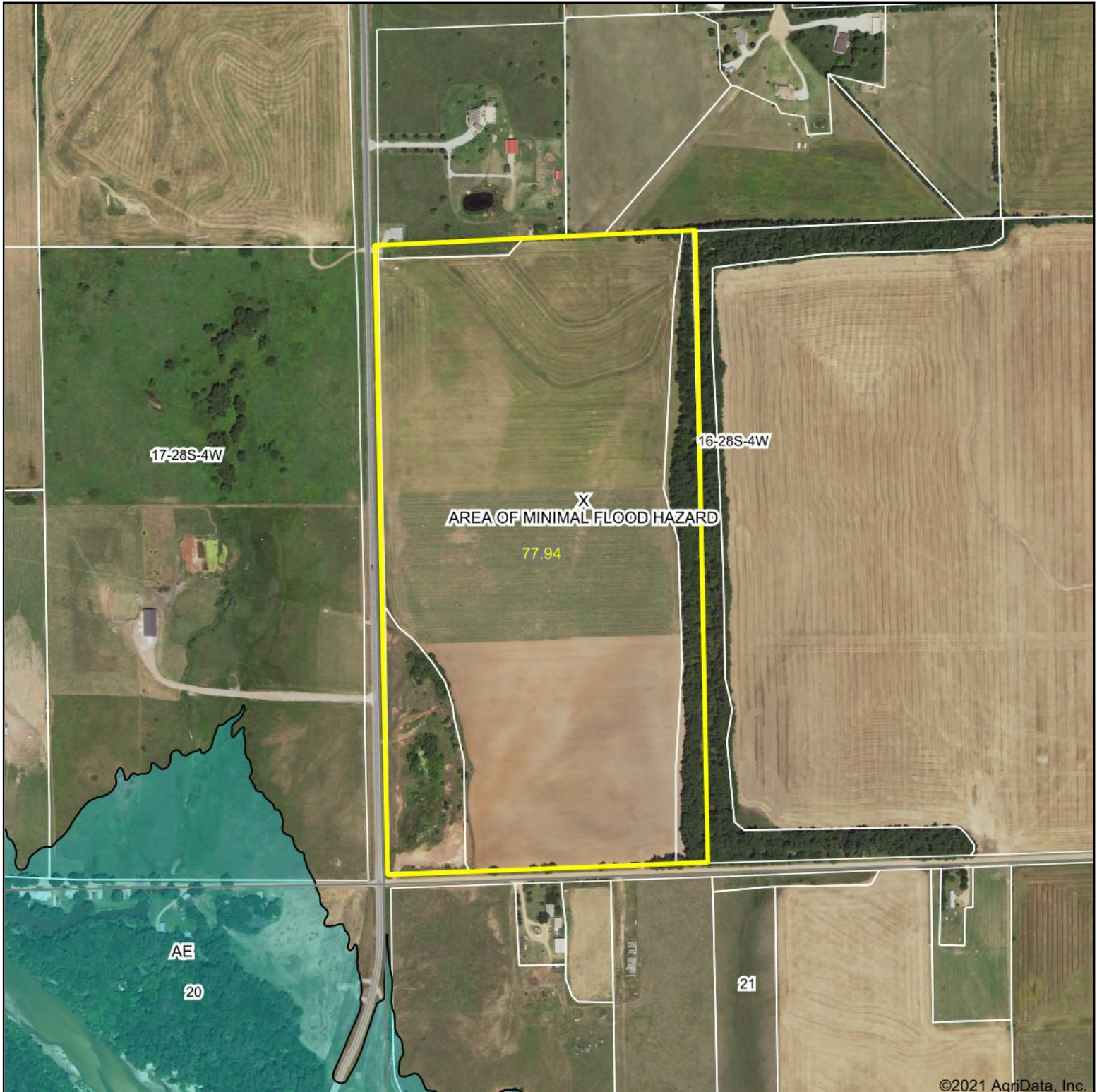
Net Sold Price
Pending Date
Closing Date
Short Sale Y/N
Seller Paid Loan Asst.
Previously Listed Y/N
Includes Lot Y/N
Sold at Auction Y/N

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

DISCLAIMER

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 2021 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

Aerial + Flood Zone Map

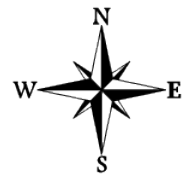


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Map Center: 37° 36' 28.72, -97° 46' 7.95



16-28S-4W
Sedgwick County
Kansas



9/3/2021

Maps Provided By:
 **surety**[®]
CUSTOMIZED ONLINE MAPPING
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Field borders provided by Farm Service Agency as of 5/21/2008. Flood related information provided by FEMA

Topography Contours



©2021 AgriData, Inc.

Source: USGS 3 meter dem

Interval(ft): 3.0

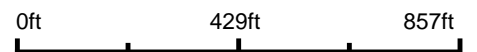
Min: 1,341.3

Max: 1,372.6

Range: 31.3

Average: 1,358.8

Standard Deviation: 5.05 ft



9/3/2021

16-28S-4W
Sedgwick County
Kansas

Map Center: 37° 36' 28.72, -97° 46' 7.95

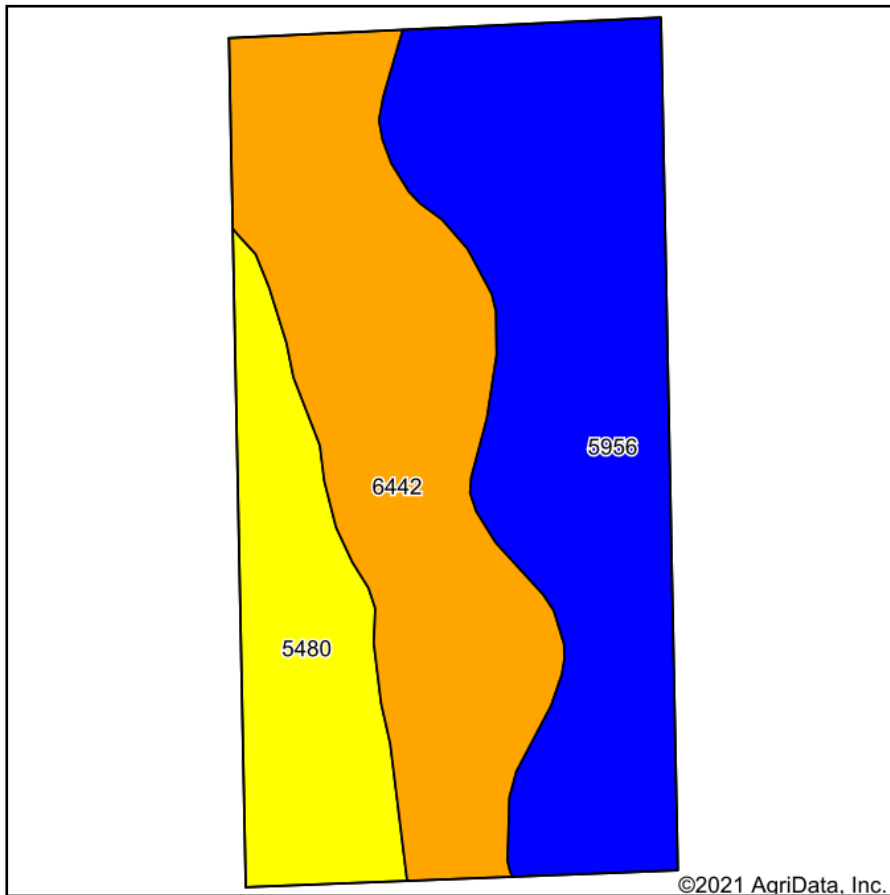
Maps Provided By:



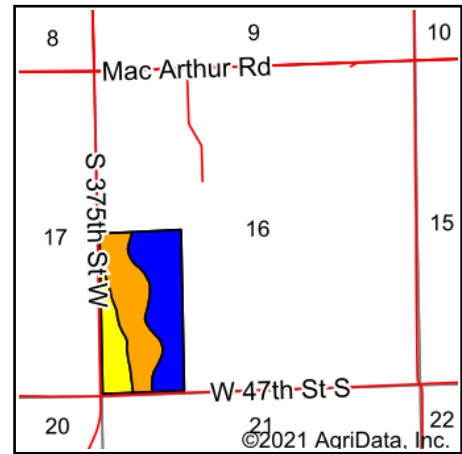
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Field borders provided by Farm Service Agency as of 5/21/2008.

Soils Map



Soils data provided by USDA and NRCS.






State: **Kansas**
 County: **Sedgwick**
 Location: **16-28S-4W**
 Township: **Morton**
 Acres: **77.94**
 Date: **9/3/2021**

Maps Provided By:

 CUSTOMIZED ONLINE MAPPING
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Area Symbol: KS173, Soil Area Version: 16

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Irr Class *c	Grain sorghum	Winter wheat	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains	*n NCCPI Soybeans	*n NCCPI Cotton
5956	Shellabarger sandy loam, 1 to 3 percent slopes	33.78	43.3%		Ile	Ile			52	45	39	52	32
6442	Vernon sandy loam, 1 to 3 percent slopes	29.88	38.3%		IIIIs	IIIIs			35	28	29	35	20
5480	Wellsford clay loam, 1 to 3 percent slopes	14.28	18.3%		IVe		28	21	17	13	16	17	0
Weighted Average							5.1	3.8	*n 39.1	*n 32.6	*n 31	*n 39.1	*n 21.5

*n: The aggregation method is "Weighted Average using all components"

*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.

GROUNDWATER / ENVIRONMENTAL ADDENDUM

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

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

5 The parties are proposing the sale and purchase of certain property, commonly known as:
6 2 tracts of land in the W 1/2 SW 1/4 16-28-4 W Sedgwick

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

8 **SELLER'S DISCLOSURE (please complete both a and b below)**

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

10 Seller has no knowledge of groundwater contamination or other environmental concerns;
11 or
12 _____ Known groundwater contamination or other environmental concerns are:
13
14

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

16 Seller has no reports or records pertaining to groundwater contamination or other
17 environmental concerns; or
18 _____ Seller has provided the Buyer with all available records and reports pertaining to
19 groundwater contamination or other environmental concerns (list document below):
20
21

22 **BUYER'S ACKNOWLEDGMENT (please complete c below)**

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

24 **CERTIFICATION**

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

28 Kelin Hillman 7-29-2021
29 Seller _____ Date _____ Buyer _____ Date _____
30 _____
31 Seller _____ Date _____ Buyer _____ Date _____

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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

Roger Zerener

Supervising/branch broker

Farm and Home Realty

Real estate company name approved by the commission

Buyer/Seller Acknowledgement (not required)

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