# ABSOLUTE SIMULCAST LIVE AND ONLINE LAND AUCTION

TUESDAY, MAY 2ND, 2023 AT 11AM

AUCTION LOCATION:
Hillsboro American Legion - 405 Floral Dr, Hillsboro, KS 67063

**ONLINE BIDDING: GAVELROADS.COM** 

## 156 +/- ACRES - MARION COUNTY, KS

**LEGAL DESCRIPTION:** Northwest Quarter of Section 20, Township 17, Range 2 East in Marion Co., KS.

**DIRECTIONS:** 5 miles north and ½ mile west of Durham, KS.

**DESCRIPTION:** This property is approximately 156 +/- acres of rolling farmland. There are approximately 92 acres of terraced cultivation, and 50 acres of pasture with the balance of this property being in waterways and tame grass. This property has three ponds, two of which are spring fed. There are mature trees on the west side of the pasture that provide great wildlife cover. Pheasant, quail, prairie chicken, ducks, and deer have been spotted on the property. Soils are Class A, Irwin silty clay loam and Class B, Wells loam on the cultivation. There is a rocked road on the west and north. Electricity is available.

**TAXES:** 2022 taxes - \$1,708.22. Taxes will be prorated to the date of closing.

**MINERALS:** All of Seller's mineral interest will pass to Buyer.

**WIND TOWER LEASE:** The current wind tower lease pays an annual amount of \$3,296.64, paid quarterly and expires on October 15, 2027.

**POSSESSION**: The cultivation is rented on a 2/3; 1/3 crop share and \$600 yearly on the pasture rent. Buyer will receive 1/3rd of the growing wheat crop and pasture rent.

**TERMS:** \$20,000 down as earnest money due day of auction with balance due on or before June 1, 2023. The Buyer and Seller shall split equally in the cost of title insurance and the closing fee. Bidding is not contingent upon financing. Financing, if necessary, needs to be arranged and approved prior to the auction. Statements made the day of the auction take precedence over all printed advertising and previously made oral statements. Property sells in "as is" condition.

Gene Francis & Associates is an agent of the seller. Property is being sold in conjunction with Gavel Roads LLC.



















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Kansas, 160 AC +/-

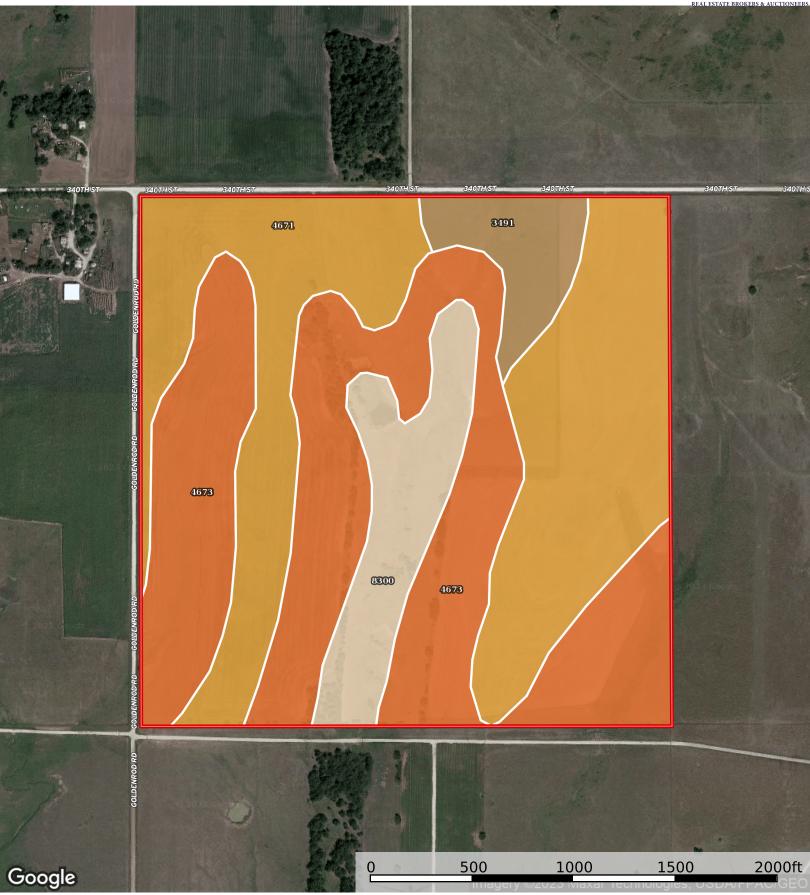














### | Boundary 156.51 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	СРІ	NCCPI	CAP
4673	Irwin silty clay loam, 3 to 7 percent slopes	66.41	42.43	0	59	4e
4671	Irwin silty clay loam, 1 to 3 percent slopes	65.31	41.73	0	58	3s
8300	Verdigris silt loam, channeled, 0 to 2 percent slopes, frequently flooded	16.27	10.39	0	46	5w
3491	Wells loam, 1 to 3 percent slopes	8.52	5.44	0	69	2e
TOTALS		156.5 1(*)	100%	1	57.77	3.58

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



### **Grazing Cultivation**

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

### Tax History Inquiry for DORIS J ARNOLD

<u>View Parcel Information</u> --- <u>Tax Search Page</u>

					Property Address 00000 CR						
Tax ID		Sec- Twn- Rng	Sub	Blk	Elk Lot Description				Parcel Id/Cama	Parcel Classes	
2022 RealEstate - BLA0091		20-17-02				NW/4 20-17-2			034-20-0- 00-00- 002.00-0	Agricultural Real Estate	
Tax Unit	USD	Cty/Twn	Assessed Valuation	Mill Levy	Ad Valorem	Special Assessments	Total Tax	Total Paid	Dlq	Book- Page	Date of Transfer
044	410	BLAINE	\$11169	152.942	\$1708.22	\$0	Amount \$1708.22	Amount \$854.11	No	339R - 6152	07/01/87

### **Click here for Additional Years**

<u>View Parcel Information</u> --- <u>Tax Search Page</u>

Tax Search powered by  $Aumentum^{\text{\tiny M}}$ 



### **ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**

ISSUED BY STEWART TITLE GUARANTY 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, STEWART TITLE GUARANTY COMPANY, a Texas 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 Policy Amount 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.

Issuing Agent: Security 1st Title

Security 1<sup>st</sup> Title

Paige Brunner (620) 382-2130 (Work) (620) 382-2253 (Work Fax) pbrunner@security1st.com

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

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Frederick H. Eppinger

President and CEO

David Hisey

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### ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Security 1st Title Buyer: TO BE DETERMINED - Preliminary

Issuing Office: 222 E. Main Street Binder

Marion, KS 66861 Title Paige Brunner

pbrunner@security1st.com

ALTA Universal ID: Contact: (620) 382-2130 (Work) (620) 382-2253 (Work Fax)

Loan ID Number:

Commitment No.: KS-C3018158

Property Address: 0000 CR

Tampa, KS 67483

1. Commitment Date:

02/21/2023 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 06-17-06 TBD

Proposed Insured:

TO BE DETERMINED - Preliminary Binder

ALTA Loan Policy 06-17-06 TBD

Proposed Insured:

To Be Determined, ITS SUCCESSORS AND/OR ASSIGNS

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 Doris J. Arnold, Deceased

5. The Land is described as follows:

Northwest 1/4 of Section 20, Township 17 South, Range 2 East of the 6th P.M., Marion County, Kansas

### ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

ISSUED BY STEWART TITLE GUARANTY COMPANY

### Requirements

File Number: KS-C3018158

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 property authorized, executed, and recorded in the Public Records.

NOTE: This is NOT a commitment to insure and has been issued as a report as to the status of title, and as such should not be relied upon for a Real Estate Transaction. This is not a commitment to insure, and no insurance is provided by this commitment.

If a Commitment for Title Insurance is desired, the identity of the entities to be insured and policy amounts must be disclosed to this Company and this Company will issue a Commitment for Title Insurance disclosing all requirements for issuance of the policy, as well as any additional exceptions which may be taken.

### ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY STEWART TITLE GUARANTY COMPANY

### **Exceptions**

File Number: KS-C3018158

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

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

- Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
- 2. Rights or claims of parties in possession not shown by the Public Records.
- 3. Easements, or claims of easements, not shown by the Public Records.
- Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be
  disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the
  land
- 5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
- 7. General taxes and special assessments for the fiscal year 2022 in the original amount of \$1,708.22.

First Installment: \$854.11, Paid

Second Installment: \$854.11, Due on or before May 10, 2023

Property I.D. # 057-034-20-0-00-002.00-0

PIN # BLA 0091

- 8. Subject to existing road, street or highway rights of way.
- Terms and provisions of the oil and gas leases executed between Robert A. Arnold and Doris J. Arnold, lessor, and C.E. Dunne, lessee, filed July 29, 1985 recorded in/on Book Misc. 174, Page 428, together with all subsequent assignments and conveyances.
  - NOTE: If there is no production of oil and gas from all of the property covered by the above lease, if any set terms including options to renew in the lease have expired, and we are furnished with a properly executed affidavit of Non-Production, the above exception will not appear on the policy to be issued.
- 10. A Lease or Notice of Lease dated OCTOBER 15, 2017 executed by Doris J. Arnold, as lessor, and Diamond Vista Wind Project, LLC, a Delaware limited liability company, as lessee, record OCTOBER 04, 2017 as Book Misc. 210, Page 285.
- 11. Tenancy rights, if any, either month-to-month or by virtue of written leases, of parties now in possession of any part of the premises described herein.

NOTE: It has been brought to the attention of this office that Doris J. Arnold is now deceased. However, Court proceedings have not been filed in the District Court of Marion County, Kansas, to date.

### **COMMITMENT CONDITIONS**

### 1. **DEFINITIONS**

- a. "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- b. "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- c. "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- d. "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.
- e. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- f. "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- g. "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- h. "Title": The estate or interest described in 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;
  - (f) Schedule B, Part II-Exceptions; and
  - (g) a countersignature 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 shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this

Commitment.

- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

### 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. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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 <a href="http://www.alta.org/arbitration">http://www.alta.org/arbitration</a>.

### STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.