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TERMS AND CONDITIONS OF SALE

SELLER: Kay Jean Brown Revocable Living Trust

ACREAGE: Selling as 80 acres more or less.

Vaughn-Roth Land Brokers is proud to present this beautiful Woodson County parcel to the public on behalf of Kay Jean Brown. Due to the fact Kay Jean was in the real estate title business for over 40 years, it's extra special to be entrusted with this task. This real estate is being offered via online auction that will begin at Noon on March 6th, 2024 and end on the afternoon of March 8th, 2024. To register to bid, please visit our website at VaughnRoth.com and click on the "Register To Bid" tab on this listing.

Located due south of Yates Center, this property totals 80+/- acres and checks the boxes for multiple buyer types including the recreational buyer, beef producer, row-crop operator looking to convert more acres to cropland or someone wanting a gorgeous homesite with utilities nearby. The list of inherent qualities is long and it's just a matter of which ones support your chosen endeavors.

The open portions of this parcel feature a mix of native and tame grasses that has been used for cow/calf production. The boundary fences range from adequate to good. The heavily timbered portions provide excellent shelter from the elements for those calving cows and water is plentiful in average precipitation years, being provided by both the creek and a pond. The soil types are mostly good upland varieties with the majority in Class 2 Dennis, Hepler and Leanna silt loams which total approximately 53 acres. Class 1 Mason silt loam totals 7.4 acres and there's 14.37 acres of channeled Verdigris in the timbered portions along the creek according to the soil map.

For the recreational buyer, there's some tremendous features here that you'll find attractive. The mature timber along the creek is a mix of hardwoods and conifers and is part of a textbook funnel for whitetails traveling the major corridor from northeast to southwest. A transition of the pasture portions to cropland or addition of foodplots will create an absolute magnet for the deer in the area. This tract has an incredible amount of upside with the addition of good wildlife management.

Finally, if you're looking for a beautiful rural location to build your home or a cabin for escapes from the hustle and bustle of life, this parcel should be on your shortlist. The north end of the property would make a great homesite providing scenic views of the creek valley to the south without disturbing the wildlife that inhabit that area. There's an electric line running along the north boundary and according to Woodson County Rural Water District #1, there's rural water lines along both the north and east boundaries. To confirm this information and more details related to rural water meter costs and availability, please contact the Water District at 620-468-2385.

BRIEF LEGAL DESCRIPTION: The E 1/2 of the NE 1/4 in Section 1, Township 26 South, Range 15 East of the 6th P.M., Woodson County, Kansas. 80 acres, more or less.

RESTRICTIONS: This real estate sells subject to (1) all County and State laws, ordinances, and regulations and (2) any easements, encumbrances, leases, and restrictions applicable to the property.

EARNEST DEPOSIT: Earnest money in the amount of \$20,000.00 payable to Woodson County Title is due on auction day and upon signing the purchase contract. The earnest deposit can be paid in the form of personal or business check, cashier's check, certified check or wire transfer. The Buyer's earnest deposit is non-refundable unless the Seller fails to close on this transaction due to the Seller's inability to deliver marketable title.

MINERALS: The Seller's mineral interest shall transfer to the Buyer.

POSSESSION: Full possession shall be at closing.

TAXES: Property taxes will be pro-rated to the date of closing. Taxes for any previous years are to be paid by the Seller. Estimated 2023 property taxes were \$509.49.

TITLE/CLOSING COSTS: Seller and Buyer shall share equally in the cost of owner's title insurance and escrow closing fee. A preliminary title policy has been prepared by Woodson County Title and will be updated with Buyer information prior to closing. Buyer is responsible for cost of any lender's policy.

TITLE EVIDENCE/DEED: Seller will deliver to Buyer an insurable deed for the property at time of closing, conveying clear and marketable title to said property, free of all encumbrances, liens and judgment, except for those lawful conveyances and restrictions that exist on record before the date of the auction as noted in the title insurance commitment.

PROPERTY SOLD "AS IS, WHERE IS, WITH ALL FAULTS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND: This real property shall be sold subject to conditions, restrictions, right-of-way easements, and reservations, if any, of record, filed and untitled mechanic's and material liens.

CLOSING: Buyer must close the transaction for this real estate on or before April 9th, 2024. The balance of the purchase price must be paid by cashier's check or wired funds at closing. The purchase is not contingent on financing.

AGENCY: The Broker/Auctioneer is acting as Agent for the Seller only. All information and materials provided by the Broker is subject to inspection by all interested parties. Prospective bidders should independently verify any information being relied upon in making a purchasing decision.

LIQUIDATED DAMAGES: Buyer will forfeit all of their earnest deposit if they cannot close within the stated time herein and no written extension has been granted by the Seller. If such actions occur, Woodson County Title hereby has the right to disperse the earnest deposit as determined by Vaughn-Roth Land Brokers and the Buyer has no claims to such money or property being sold. If the Sellers

default on this transaction due to inability to deliver marketable title, the earnest money will be returned to the Buyer in full.

BIDDER'S DUTY TO INSPECT: All information published, announced, or contained herein was derived from sources believed to be correct; however, it is not guaranteed by the Seller, the Broker or any other person or entity. Personal inspection of all property by potential bidders is strongly recommended. All sales are subject to the conditions and terms contained herein. The failure of any bidder to inspect or to be fully informed as to the condition of the property, will not constitute grounds for any claim or demand for adjustment or withdrawal of bid, offer or deposit money after its opening tender. This includes but is not limited to public information such as easements, restrictions, zoning, rights-of-way, or any other information that can be obtained as public record in the County courthouse or any municipal office concerning subject properties. Any and all announcements made at the time of auction take precedence over all other verbal, printed, announced, and/or distributed information. Please note that you are bidding to purchase the property as is.

CONTRACT: Vaughn-Roth Land Brokers requires that the winning bidder close on this transaction prior to assigning the property to another party. There will not be any division of the property, writing of multiple contracts or requirement of more than one closing related to this transaction.

BIDDING: Will be by the total dollar amount.

CONTINGENCIES: This real estate is selling as-is and is not contingent upon inspections, appraisals, approval of financing or any other requirements by any entity. If the Buyer fails to close on this transaction, the earnest money due on auction day shall not be refunded unless the Seller cannot deliver marketable title.

BIDDING REGISTRATION AND APPROVAL: To register, visit VaughnRoth.com and click on this listing where you will find a "Register To Bid" tab. Once you submit your request for registration, you must contact Cameron Roth at 785-917-0867 and provide proof of funds or a letter of credit prior to being approved.

Buyer Signature: _____ Date: _____
Buyer Printed Name: _____

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