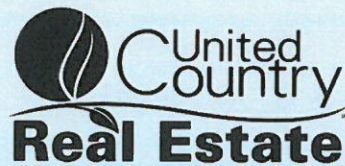


REAL ESTATE AUCTION

PROPERTY INFORMATION PACKET

7221 SE Berryton Rd, Berryton, KS 66409



**Kansas City
Auction and Realty**

IN KANSAS CITY SINCE 1925

Office 877-318-0438 * 2820 NW Barry Rd, Kansas City, MO 64154
www.AuctionKansasCity.com





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**Kansas City
Auction and Realty**

WELCOME AUCTION BIDDERS...!

On behalf of *United Country – Kansas City Auction and Realty*, 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 90 years we have been in Kansas City, 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 – Kansas City Auction and Realty, feel free to visit our websites: www.AuctionKansasCity.com (for Auctions) and www.UC-KC.com (for Traditional Real Estate Sales).

Thanks again for your attendance,

Shawn Terrel

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

Auction Terms and Conditions

Auction Registration: Onsite auction registration will begin one hour prior to the beginning of the auction. All bidders are required to register with a valid form of photo ID (driver's license) and acknowledge having read and agree to be bound by the auction terms and conditions.

Order of Auction: The real estate shall be offered in one tract (its entirety) as 68+/- acres, a home and outbuildings.

Buyer's Premium: A Ten Percent (10%) buyer's premium shall be added to the winning bid at the auction to arrive at the Total Contract Price to be paid by the winning bidder.

Down Payment and Contract Signing: The successful bidder shall be required to place a non-refundable deposit of Ten Percent (10%) of the Total Contract Price in escrow and sign the purchase agreements, immediately following the conclusion of the auction. The down payment shall be in the form of (cashier's check, personal check or business check).

No Financing Contingency: This is a "cash" sale and financing is not a contingency in the purchase and sale contract for the auction. It is strongly recommended that all bidders arrange any financing needed and ensure they have the proceeds to close the transaction prior to placing any bids at the auction.

Closing: Closing shall take place on or by July 5th, 2017. Closing shall be held at Kansas Secured Title, 3501 SW Fairlawn Rd., Topeka, KS 66614. Their phone number is (785) 271-9352 and their fax number is (785) 272-4984.

Title: Seller(s) shall furnish an Owner's Policy of Title Insurance in the amount of the total purchase price. The title insurance policy expense shall be divided equally between the seller and buyer. Title shall be transferred by General Warranty Deed.

Possession: Possession of the property shall be given to the Buyer upon successful closing of said sale and transfer of title.

Easements: The sale of the property is subject to any and all easements of record.

Mineral Rights: The seller's share of mineral rights shall be conveyed to the buyer at closing.

Survey: Sellers are not required to provide a survey of the property. If the buyer desires a survey, it shall be at the buyer's sole expense.

Taxes: The 2017 taxes shall be prorated to the date of closing. The 2016 and any previous taxes have been paid by the seller's.

Agency: United Country – Kansas City Auction and Realty and its agents, auctioneers, brokers and representatives are Exclusive Agents of the Seller(s).

Broker Participation: Any properly licensed broker which registers and represents a successful buyer at the auction shall be entitled to a Two Percent (2%) Buyer's Broker fee, based on the total contract price. The Buyer

must not already be working with or have been contacted by the auction company either personally or by electronic or direct mail marketing. The Buyer's Broker registration form is available from the auction company at (877) 318-0438 or found online at www.AuctionKansasCity.com, and must be completed and returned no later than 48 hours prior to the auction date.

Video & Photography: Videotaping, flash photography and/or public announcements will ONLY be allowed on auction day with prior written approval from United Country – Kansas City Auction and Realty.

Disclaimers: All information is taken from sources believed to be reliable, but is subject to verification by all parties relying on it. Any and all drawings, sketches, dimensions are approximate. No liability for its accuracy, errors or omissions is assumed by the seller or the auction company. All bidders are responsible for conducting their own inspection, inquiries and due diligence concerning the property being offered and are encouraged to satisfy themselves prior to placing any bids at the auction. The property is being offered “AS IS, WHERE IS” and no warranties or representations either expressed or implied are being made by the seller(s) or the auction company. All information contained in the advertising and all related materials are subject to the terms and conditions outlined in the purchase sale agreement. All dollar amounts stated in the terms and conditions or otherwise shall be in U.S. currency, only. Any announcements made the day of auction shall take precedence over any previously printed material or any other oral statements made.

Special Announcements: None at this time.

SELLER	DATE
--------	------

BUYER _____ DATE _____

SELLER	DATE
--------	------

BUYER _____ **DATE** _____

REAL ESTATE
BROKERAGE
RELATIONSHIPS

Melody K. Williams

October 1997

SELLER'S AGENT

The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent.

The seller's agent is responsible for performing the following duties:

- promoting the interests of the seller with the utmost good faith, loyalty, and fidelity
- protecting the seller's confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the seller to obtain expert advice
- accounting for all money and property received
- disclosing to the seller all adverse material facts about the buyer that the agent knows
- disclosing to the buyer all adverse material facts actually known by the agent, including the following:
 - environmental hazards affecting the property that are required to be disclosed
 - the physical condition of the property
 - any material defects in the property or in the title to the property
 - any material limitation on the seller's ability to complete the contract.

The seller's agent has no duty to:

- conduct an independent inspection of the property for the benefit of the buyer
- independently verify the accuracy or completeness of any statement by the seller or any qualified third party.

BUYER'S AGENT

The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent.

The buyer's agent is responsible for performing the following duties:

- promoting the interests of the buyer with the utmost good faith, loyalty and fidelity
- protecting the buyer's confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the buyer to obtain expert advice
- accounting for all money and property received
- disclosing to the buyer all adverse material facts that the agency knows
- disclosing to the seller all adverse material facts actually known by the agent, including all material facts concerning the buyer's financial ability to perform the terms of the transaction.

The buyer's agent has no duty to:

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

STATEMENT OF REPRESENTATION

Do not assume that an agent is acting on your behalf, unless you have signed a contract with the agent's firm to represent you. As a customer, you represent yourself. Any information that you, the customer, disclose to the agent representing another party will be disclosed to that other party. Even though licensees may be representing other parties, they are obligated to treat you honestly, give you accurate information, and disclose all known adverse material facts.

TRANSACTION BROKER

The transaction broker is not an agent for either party, so the transaction broker does not advocate the interests of either party.

The transaction broker is responsible for performing the following duties:

- protecting the confidences of both parties, including the following information:
 - the fact that a buyer is willing to pay more
 - the fact that a seller is willing to accept less
 - factors that are motivating any party
 - the fact that a party will agree to different financing terms
 - any information or personal confidences about a party that might place the other party at an advantage
- 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 buyer all adverse material facts actually known by the transaction broker, including:
 - environmental hazards affecting the property that are required to be disclosed
 - the physical condition of the property
 - any material defects in the property or in the title to the property
 - any material limitation on the seller's ability to complete the contract
- disclosing to the seller all adverse material facts actually known by the transaction broker, including all material facts concerning the buyer's financial ability to perform the terms of the transaction.

The transaction broker has 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.



SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM (Residential)

1 SELLER: MELODY KAY WILLIAMS REVOCABLE LIVING TRUST

2 PROPERTY: 7221 SE Berryton Rd, Berryton, KS 66409

3 1. NOTICE TO SELLER.

4 Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if
5 space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any material
6 defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in civil liability
7 for damages. Non-occupant SELLERS are not relieved of this obligation. This disclosure statement is designed to
8 assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this information.
9

10 2. NOTICE TO BUYER.

11 This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not a substitute
12 for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any kind by SELLER or a
13 warranty or representation by the Broker(s) or their licensees.
14

15 3. OCCUPANCY.

16 Approximate age of Property? 100 + How long have you owned? 37 YRS.

17 Does SELLER currently occupy the Property? Yes ☐ No ☒

18 If "No", how long has it been since SELLER occupied the Property? 30 DAYS years/months
19

20 4. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH SELLER'S LAND 21 DISCLOSURE ALSO.) ARE YOU AWARE OF:

- 22 a. Any fill or expansive soil on the Property? Yes ☐ No ☒ unk
23 b. Any sliding, settling, earth movement, upheaval or earth stability problems
24 on the Property? Yes ☐ No ☒ unk
25 c. The Property or any portion thereof being located in a flood zone, wetlands
26 area or **proposed** to be located in such as designated by FEMA which
27 requires flood insurance? Yes ☐ No ☒ unk
28 d. Any drainage or flood problems on the Property or adjacent properties? Yes ☒ No ☐ unk
29 e. Any flood insurance premiums that you pay? Yes ☐ No ☒
30 f. Any need for flood insurance on the Property? Yes ☐ No ☒
31 g. Any boundaries of the Property being marked in any way? Yes ☐ No ☒
32 h. The Property having had a stake survey? Yes ☐ No ☒
33 i. Any encroachments, boundary line disputes, or non-utility easements
34 affecting the Property? Yes ☐ No ☒
35 j. Any fencing on the Property? Yes ☒ No ☐
36 If "Yes", does fencing belong to the Property? N/A ☐ Yes ☒ No ☐
37 k. Any diseased, dead, or damaged trees or shrubs on the Property? Yes ☐ No ☒
38 l. Any gas/oil wells, lines or storage facilities on Property or adjacent property? Yes ☐ No ☒
39 m. Any oil/gas leases, mineral, or water rights tied to the Property? Yes ☐ No ☒
40

41 If any of the answers in this section are "Yes", explain in detail or attach other documentation: _____

42 4.d, HEAVY RAIN MAY GET DAMP IN BASEMENT.
43
44
45

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5. ROOF.

- a. Approximate Age: 2 yrs years ☐ Unknown Type: STEEL
- b. Have there been any problems with the roof, flashing or rain gutters? Yes ☐ No ☒
If "Yes", what was the date of the occurrence? _____
- c. Have there been any repairs to the roof, flashing or rain gutters? Yes ☐ No ☒
Date of and company performing such repairs _____ / _____
- d. Has there been any roof replacement? Yes ☐ No ☒
If "Yes", was it: ☐ Complete or ☐ Partial
- e. What is the number of layers currently in place? N/A layers or ☐ Unknown.

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation: STEEL ROOF, NEW 2 YRS AGO

6. INFESTATION. ARE YOU AWARE OF:

- a. Any termites, wood destroying insects, or other pests on the Property? Yes ☐ No ☒
- b. Any damage to the Property by termites, wood destroying insects or other pests? Yes ☐ No ☒
- c. Any termite, wood destroying insects or other pest control treatments on the Property in the last five (5) years? Yes ☐ No ☒
If "Yes", list company, when and where treated _____
- d. Any current warranty, bait stations or other treatment coverage by a licensed pest control company on the Property? Yes ☐ No ☒
If "Yes", the annual cost of service renewal is \$ _____ and the time remaining on the service contract is _____.
- (Check one) ☐ The treatment system stays with the Property or ☐ the treatment system is subject to removal by the treatment company if annual service fee is not paid.

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation: _____

7. STRUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS. ARE YOU AWARE OF:

- a. Any movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab? Yes ☒ No ☐
- b. Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage? Yes ☒ No ☐
- c. Any corrective action taken including, but not limited to piercing or bracing? Yes ☐ No ☒
- d. Any water leakage or dampness in the house, crawl space or basement? Yes ☒ No ☐
- e. Any dry rot, wood rot or similar conditions on the wood of the Property? Yes ☐ No ☒
- f. Any problems with driveways, patios, decks, fences or retaining walls on the Property? Yes ☐ No ☒
- g. Any problems with fireplace including, but not limited to firebox, chimney, chimney cap and/or gas line? Yes ☐ No ☒
Date of any repairs, inspection(s) or cleaning? _____
Date of last use? _____
- h. Does the Property have a sump pump? Yes ☐ No ☒
If "Yes", location: _____
- i. Any repairs or other attempts to control the cause or effect of any problem described above? Yes ☐ No ☒

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation: STORM CELLAR WAS MUD JACKED 3 YRS AGO

B. 100+ YEAR HOME, NORMAL SETTLING,
D. BASEMENT DAMP DURING HEAVY RAINS

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8. ADDITIONS AND/OR REMODELING.

- a. Are you aware of any additions, structural changes, or other material alterations to the Property? Yes ☐ No ☒
If "Yes", explain in detail: _____

- b. If "Yes", were all necessary permits and approvals obtained, and was all work in compliance with building codes? N/A ☒ Yes ☐ No ☐
If "No", explain in detail: _____

9. PLUMBING RELATED ITEMS.

- a. What is the drinking water source? ☒ Public ☐ Private ☐ Well ☐ Cistern
If well water, state type _____ depth _____
diameter _____ age _____
- b. If the drinking water source is a well, when was the water last checked for safety and what was the result of the test? N/A
- c. Is there a water softener on the Property? Yes ☐ No ☒
If "Yes", is it: ☐ Leased ☐ Owned?
- d. Is there a water purifier system? Yes ☐ No ☒
If "Yes", is it: ☐ Leased ☐ Owned?
- e. What type of sewage system serves the Property? ☐ Public Sewer ☐ Private Sewer
☒ Septic System ☐ Cesspool ☐ Lagoon ☐ Other _____
- f. The location of the sewer line clean out trap is: _____
- g. Is there a sewage pump on the septic system? N/A ☒ Yes ☐ No ☐
- h. Is there a grinder pump system? Yes ☐ No ☒
- i. If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? _____ By whom? _____
- j. Is there a sprinkler system? Yes ☐ No ☒
Does sprinkler system cover full yard and landscaped areas? N/A ☒ Yes ☐ No ☐
If "No", explain in detail: _____
- k. Are you aware of any leaks, backups, or other problems relating to any of the, plumbing, water, and sewage related systems? Yes ☐ No ☒
- l. Type of plumbing material currently used in the Property:
☐ Copper ☐ Galvanized ☐ Other unknown
The location of the main water shut-off is: _____
- m. Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? N/A ☐ Yes ☐ No ☒

If your answer to (k) in this section is "Yes", explain in detail or attach available documentation: _____

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10. HEATING AND AIR CONDITIONING.a. Does the Property have air conditioning? Yes ☒ No ☐☒ Central Electric ☒ Central Gas ☐ Heat Pump ☐ Window Unit(s)

Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?

1.

2.

b. Does the Property have heating systems? Yes ☒ No ☐☐ Electric ☐ Fuel Oil ☒ Natural Gas ☐ Heat Pump ☐ Propane☐ Fuel Tank ☐ Other _____

Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?

1.

2.

c. Are there rooms without heat or air conditioning? Yes ☐ No ☒

If "Yes", which room(s)? _____

d. Does the Property have a water heater? Yes ☒ No ☐☐ Electric ☒ Gas ☐ Solar ☐ Tankless

Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By Whom?

1.

2.

e. Are you aware of any problems regarding these items? Yes ☐ No ☒

If "Yes", explain in detail: _____

11. ELECTRICAL SYSTEM.a. Type of material used: ☐ Copper ☐ Aluminum ☒ Unknownb. Type of electrical panel(s): ☒ Breaker ☐ Fuse

Location of electrical panel(s): _____

Size of electrical panel (total amps), if known: _____

c. Are you aware of any problem with the electrical system? Yes ☐ No ☒

If "Yes", explain in detail: _____

12. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:a. Any underground tanks on the Property? Yes ☐ No ☒b. Any landfill on the Property? Yes ☒ No ☐c. Any toxic substances on the Property, (e.g. tires, batteries, etc.)? Yes ☐ No ☐d. Any testing for any of the above-listed items on the Property? Yes ☐ No ☐e. Any professional testing/mitigation for radon on the Property? Yes ☐ No ☐f. Any professional testing/mitigation for mold on the Property? Yes ☐ No ☐g. Any other environmental issues? Yes ☐ No ☐

h. Any methamphetamine or controlled substances ever being

used or manufactured on the Property? Yes ☐ No ☐

(In Missouri, a separate disclosure is required if methamphetamine or other controlled substances have been present on or in the Property.)

If any of the answers in this section are "Yes", explain in detail or attach test results and other documentation: 12 B. PREVIOUS DUMP IN REAR OF FARM, HAS BEEN CLEANED & FILLED IN SEVERAL YEARS AGO

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13. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:

- a. Any current/pending bonds, assessments, or special taxes that apply to Property? Yes ☐ No ☒
If "Yes", what is the amount? \$ _____
- b. Any condition or proposed change in your neighborhood or surrounding area or having received any notice of such? Yes ☐ No ☒
- c. Any defect, damage, proposed change or problem with any common elements or common areas? Yes ☐ No ☒
- d. Any condition or claim which may result in any change to assessments or fees? Yes ☐ No ☒
- e. Any streets that are privately owned? Yes ☐ No ☒
- f. The Property being in a historic, conservation or special review district that requires any alterations or improvements to the Property be approved by a board or commission? Yes ☐ No ☒
- g. The Property being subject to tax abatement? Yes ☐ No ☒
- h. The Property being subject to a right of first refusal? Yes ☐ No ☒
If "Yes", number of days required for notice: _____
- i. The Property being subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions? Yes ☐ No ☒
- j. Any violations of such covenants and restrictions? N/A ☒ Yes ☐ No ☐
- k. The Homeowner's Association imposing its own transfer fee and/or initiation fee when the Property is sold? N/A ☒ Yes ☐ No ☐
If "Yes", what is the amount? \$ _____

Homeowner's Association dues are paid in full until N/A in the amount of \$ _____ payable ☐ yearly ☐ semi-annually ☐ monthly ☐ quarterly, sent to _____ and such includes: _____

Homeowner's Association/Management Company contact name, phone number, website, or email address: _____

If any of the answers in this section are "Yes" (except h and k), explain in detail or attach other documentation: _____

14. PREVIOUS INSPECTION REPORTS.

- Has Property been inspected in the last twelve (12) months? Yes ☐ No ☒
If "Yes", a copy of inspection report(s) are available upon request.

15. OTHER MATTERS. ARE YOU AWARE OF:

- a. Any of the following?
☐ Party walls ☐ Common areas ☐ Easement Driveways Yes ☐ No ☒
- b. Any fire damage to the Property? Yes ☐ No ☒
- c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? Yes ☐ No ☒
- d. Any violations of laws or regulations affecting the Property? Yes ☐ No ☒
- e. Any other conditions that may materially affect the value or desirability of the Property? Yes ☐ No ☒
- f. Any other condition, including but not limited to financial, that may prevent you from completing the sale of the Property? Yes ☐ No ☒
- g. Any general stains or pet stains to the carpet, the flooring or sub-flooring? Yes ☐ No ☒
- h. Missing keys for any exterior doors, including garage doors to the Property? Yes ☐ No ☒
List locks without keys _____
- i. Any violations of zoning, setbacks or restrictions, or non-conforming uses? Yes ☐ No ☒
- j. Any unrecorded interests affecting the Property? Yes ☐ No ☒
- k. Anything that would interfere with giving clear title to the BUYER? Yes ☐ No ☒

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- 250 l. Any existing or threatened legal action pertaining to the Property? Yes ☐ No ☒
- 251 m. Any litigation or settlement pertaining to the Property? Yes ☐ No ☒
- 252 n. Any added insulation since you have owned the Property? Yes ☐ No ☒
- 253 o. Having replaced any appliances that remain with the Property in the
- 254 past five (5) years? Yes ☒ No ☐
- 255 p. Any transferable warranties on the Property or any of its
- 256 components? Yes ☐ No ☒
- 257 q. Having made any insurance or other claims pertaining to the Property
- 258 in the past five (5) years? Yes ☐ No ☒
- 259 If "Yes", were repairs from claim(s) completed? N/A ☒ Yes ☐ No ☐
- 260 r. Any use of synthetic stucco on the Property? Yes ☐ No ☒
- 261

262 If any of the answers in this section are "Yes", explain in detail: _____

263 On REFRIGERATOR, STOVE, WASHER, DRYER, _____

264 _____

265 _____

266 _____

267 **16. UTILITIES.** Identify the name and phone number for utilities listed below.

268 Electric Company Name: WEST STAR ENERGY Phone # _____

269 Gas Company Name: KS GAS SERVICE Phone # _____

270 Water Company Name: RURAL WATER DIST 3 Phone # _____

271 BERRYTON, KS

272 **17. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS).**

273 The Residential Real Estate Sale Contract, including this paragraph of the residential Seller's Disclosure and

274 Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other promotional material, provides for

275 what is included in the sale of the Property. Items listed in the "Additional Inclusions" or "Exclusions" in

276 Subparagraphs 1a and 1b of the Contract supersede the Seller's Disclosure and the pre-printed list in Paragraph 1

277 of the Contract. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller's Disclosure and the pre-

278 printed list govern what is or is not included in this sale. If there are differences between the Seller's Disclosure and

279 the Paragraph 1 list, the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the

280 "Additional Inclusions" and/or the "Exclusions" in Paragraph 1a and/or 1b, all existing improvements on the Property

281 (if any) and appurtenances, fixtures and equipment (which seller agrees to own free and clear), whether buried,

282 nailed, bolted, screwed, glued or otherwise permanently attached to Property are expected to remain with Property,

283 including, but not limited to:

284

285 Bathroom mirrors	Lighting and light fixtures	Shelving, racks and towel bars
286 Fences	Mounted entertainment brackets	(if attached)
287 Fireplace grates, screens and/or	Other mirrors (if attached)	Storm windows, doors & screens
288 glass doors (if attached)	Plumbing equipment and fixtures	Window blinds, curtains, coverings
289 Floor coverings (if attached)		and mounting components

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Fill in all blanks using one of the abbreviations listed below.

"OS" = Operating and Staying with the Property (any item that is performing its intended function).

"EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable Condition.

"NA" = Not applicable (any item not present).

"NS" = Not staying with the Property (item should be identified as "NS" below.)

290 NA Air Conditioning Window Units, #____
 291 OS Air Conditioning Central System
 292 NA Attic Fan
 293 OS Ceiling Fan(s), #____
 294 NA Central Vac and Attachments
 295 OS Doorbell
 296 NA Electric Air Cleaner or Purifier
 297 OS Exhaust Fan(s) - Baths
 298 OS Fences - ~~Invisible & Controls~~
 299 Fireplace(s), # 2
 300 Location #1 _____ Location #2 _____
 301 _____ Chimney _____ Chimney
 302 _____ Gas Logs _____ Gas Logs
 303 _____ Gas Starter _____ Gas Starter
 304 _____ Heat Re-circulator _____ Heat Re-circulator
 305 _____ Insert _____ Insert
 306 OSX Wood Burning Stove OSX Wood Burning Stove
 307 _____ Other _____ Other
 308 NA Fountain(s)
 309 OS Furnace/Heat Pump/Other Htg System
 310 EX Garage Door Keyless Entry
 311 EX Garage Door Opener(s), #____
 312 EX Garage Door Transmitter(s), #____
 313 NA Gas Yard Light
 314 NA Humidifier
 315 NA Intercom
 316 NA Jetted Tub
 317 KITCHEN APPLIANCES
 318 Cooking Unit
 319 OS Cooktop _____ Elec. X Gas
 320 OS Microwave Oven
 321 OS Oven
 322 _____ Elec. X Gas _____ Convection
 323 _____ Stove/Range
 324 _____ Elec. X Gas _____ Convection
 325 NA Dishwasher
 326 NA Disposal
 327 NA Freezer
 328 Location _____
 329 NA Ice maker
 330 OS Refrigerator (#1)
 331 Location Kitchen
 332 OS Refrigerator (#2)
 333 Location GARAGE
 334 NA Trash Compactor

OS Laundry - Washer

OS Laundry - Dryer
X Elec. NA Gas

MOUNTED ENTERTAINMENT EQUIPMENT

NA Item #1 _____
 Location _____
 Item #2 _____
 Location _____
 Item #3 _____
 Location _____
 Item #4 _____
 Location _____
NA Outside Cooking Unit
NA Propane Tank
 _____ Owned _____ Leased
NA Security System
 _____ Owned _____ Leased
OS Smoke/Fire Detector(s), #____
NA Spa/Hot Tub
NA Spa/Sauna
NA Spa Equipment
NA Sprinkler System Auto Timer
NA Sprinkler System Back Flow Valve
NA Sprinkler System (Components & Controls)
 _____ Statuary/Yard Art
 _____ Sump Pump
 _____ Swimming Pool
NA Swimming Pool Heater
NA Swimming Pool Equipment
 _____ TV Antenna/Receiver/Satellite Dish
 _____ Owned _____ Leased
OS Water Heater
NA Water Softener and/or Purifier
 _____ Owned _____ Leased
 _____ Other _____
 _____ Other _____
 _____ Other _____
 _____ Other _____
 _____ Other _____
 _____ Other _____
 _____ Other _____
 _____ Other _____
 _____ Other _____
 _____ Other _____
 _____ Other _____

DS
 DRW
 [Signature]
 SELLER SELLER

Initials

Initials

BUYER BUYER

Disclose any material information and describe any significant repairs, improvements or alterations to the Property not fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports, invoices, notices or other documents describing or referring to the matters revealed herein:

The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or guarantee of any kind. SELLER hereby authorizes the Licensee assisting SELLER to provide this information to prospective BUYER of the Property and to real estate brokers and salespeople. **SELLER will promptly notify Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes. (SELLER and BUYER initial and date any changes and/or attach a list of additional changes. If attached, # of pages).**

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.




SELLER 3/29/2017 DATE SELLER 3/29/2017 | 11:56 AM PDT DATE
DocuSigned by: 2620AD45B796499...

BUYER ACKNOWLEDGEMENT AND AGREEMENT

1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge and SELLER need only make an honest effort at fully revealing the information requested.
2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or agents concerning the condition or value of the Property.
3. I agree to verify any of the above information, and any other important information provided by SELLER or Broker(s) (including any information obtained through the Multiple Listing Service) by an independent investigation of my own. I have been specifically advised to have Property examined by professional inspectors.
4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in Property.
5. I specifically represent there are no important representations concerning the condition or value of Property made by SELLER or Broker(s) on which I am relying except as may be fully set forth in writing and signed by them.

BUYER _____ DATE _____ BUYER _____ DATE _____

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 10/16. All previous versions of this document may no longer be valid. Copyright January 2017.



LEAD BASED PAINT DISCLOSURE ADDENDUM

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

1 SELLER: MELODY KAY WILLIAMS REVOCABLE LIVING TRUST

2
3 PROPERTY: 7221 SE Berryton Rd, Berryton, KS 66409

4
5 **Lead Warning Statement:**

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

15
16 **Seller's Disclosure (Initial applicable lines)**

17 a. mkw DRW **PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED**
18 **PAINT HAZARDS: (check one below)**

19 ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
20

21 ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

22
23 b. mkw DRW **RECORDS AND REPORTS AVAILABLE TO THE SELLER:**
24 **(check one below)**

25 ☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based
26 paint and/or lead-based paint hazards in the housing (list documents below).
27

28 ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based
29 paint hazards in the housing.
30

31 **Buyer's Acknowledgment (Initial applicable lines)**

32 c. _____ **BUYER HAS RECEIVED COPIES OF ALL INFORMATION LISTED**
33 **ABOVE**

34 d. _____ **BUYER HAS RECEIVED THE PAMPHLET**
35 **"Protect Your Family from Lead in Your Home"**

36 e. _____ **BUYER HAS: (Check one below)**

37 ☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment
38 or inspection for the presence of lead-based paint or lead-based paint hazards; or

39 ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of
40 lead-based paint and/or lead-based paint hazards.

41 **Licensee's Acknowledgment: (initial)**

42 f. RD Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852 and
 43 is aware of his/her responsibility to ensure compliance.

44 **Certification of Accuracy**

45 The following parties have reviewed the information above and certify, to the best of their knowledge, the
 46 information they have provided is true and accurate.

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**CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,
 THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.
 IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

Melody K Williams 3/28/2017
 SELLER DATE BUYER DATE

DocuSigned by:
Derek Ryan Williams 3/29/2017 | 11:56 AM PDT
 SELLER DATE BUYER DATE

[Signature] 3-28-17
 LICENSEE ASSISTING SELLER DATE LICENSEE ASSISTING BUYER DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 07/15. All previous versions of this document may no longer be valid. Copyright January 2017.

Shawnee County Treasurer

Tax Information

Information (/ap/r_prop/listing.asp?PRCL_ID=2020900001017000) · Comparables (/ap/r_prop/comp.asp?PRCL_ID=2020900001017000&PRCL_CD=01&YEAR=2017) · Sketch & Building Components (/ap/r_prop/sketch.asp?PRCL_ID=2020900001017000&PRCL_CD=01&YEAR=2017) · Land & Dwelling Info (/ap/r_prop/bldg_data.asp?PRCL_ID=2020900001017000&PRCL_CD=01&YEAR=2017) · Valuation Notice (/ap/r_prop/valuation.asp?id=2020900001017000)

Tax Information for year 2016

As of 5/3/2017

Owner's Name:	WILLIAMS MELODY KAY REVOC...	Statement Number:	173796
Parcel ID :	2020900001017000	Property Address:	7221 BERRYTON RD BERRYTON
Mill Levy (/treasurer/Tax3.asp? prop_id=2020900001017000#ml_footnote)	139.765000	Tax Unit:	456

General Tax	\$2,801.02
Special Tax (/treasurer/Specials.asp?ID=/treasurer/Specials.asp?ID=2020900001017000)	\$0.00
Total Tax	\$2,801.02

Current Tax Balance

2016 Tax Balance:	\$0.00	Interest:	\$0.00
Current Balance* :	\$0.00		

* This amount reflects the balance at the close of the previous business day. Payments may not always be posted on the day received so please allow 2-3 days for processing. *

If this account is delinquent, please see the summary of total taxes due that includes the current year and any prior years. For properties that are included in a judicial tax foreclosure lawsuit, the total amount due will not include the court costs necessary to redeem the property.

Please contact the County Treasurer's office at 785-251-5416 for additional information.

Summary of Total Taxes Due

1st Half Taxes	\$0.00	Penalty 1st Half	\$0.00
2nd Half Taxes	\$0.00	Penalty 2nd Half	\$0.00
Total Taxes Due	\$0.00	Fees	\$0.00
Total Amount Due			\$0.00

Historic Taxes

SNCAMA Property Record Card

Parcel ID: 089-202-09-0-00-01-017.00-0

Quick Ref: R72785

Tax Year: 2017

Run Date: 4/19/2017 2:26:57 PM

OWNER NAME AND MAILING ADDRESS
WILLIAMS, MELODY KAY REVOCABLE LI¹
13417 S 20TH CT
BIXBY, OK 74008
PROPERTY SITUS ADDRESS
7221 SE BERRYTON RD
Berryton, KS 66409

LAND BASED CLASSIFICATION SYSTEM
Function: 9050 Farming / ranch Sfx: 0
Activity: 8100 Farming, plowing, tilling, harv
Ownership: 1100 Private-fee simple
Site: 3200 Dev Site - crops, arazing etc .

GENERAL PROPERTY INFORMATION
Prop Class: F Farm Homesite - F
Living Units: 1
Zoning: C2, RR1
Neighborhood: 395.0 - S US 75-DOUG, C
Economic Adj. Factor:
Map / Routing: 020
Tax Unit Group: 456



20200900001017000 08/06/2010

Image Date: 08/18/2010

PROPERTY FACTORS

Topography: Above Street - 2
Utilities: Public Water - 3, Septic - 6, Gas - 7
Access: Paved Road - 1
Fronting: Secondary Artery - 2
Location: Neighborhood or Spot - 6
Parking Type: Off Street - 1
Parking Quantity: Adequate - 2
Parking Proximity: On Site - 3
Parking Covered:
Parking Uncovered:

TRACT DESCRIPTION

S09 , T13 , R16 , S1/2 NE1/4 LYING S & W OF R
RW LES S BEG NW COR S1/2 NE1/4 TH E 1617'
S 35' WLY640'(S) SWLY 985'(S) N 155 'TO POB
& LESS BEG 1634' S OF NE C

Prop-Com: QR 12/11; MU- BEAUTY SHOP IN BSMT 13X22; AN- REMVD BASGAR/UNUSABLE 3/01; AN- SPLT .86 AC TO 17.01 1/03; MU- BEAUTY SHOP IN BSMT 13X22;; Land-Ac/Sft. : 5% of total land val

INSPECTION HISTORY

Date	Time	Code	Reason	Appraiser	Contact	Code
01/24/2017	10:00 AM	A	Ag	DJH		
02/10/2015	10:00 AM	A	Ag	TKS		
08/12/2010	11:59 AM	NP	VI	TKS		

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp
--------	--------	------	------------	--------	--------

2017 APPRAISED VALUE

Cls	Land	Building	Total
C	1,460	9,470	10,930
A	8,300	6,610	14,910
F	27,800	93,720	121,520
Total	37,560	109,800	147,360

2016 APPRAISED VALUE

Cls	Land	Building	Total
C	1,460	9,160	10,620
A	7,730	6,740	14,470
F	27,800	91,430	119,230
Total	36,990	107,330	144,320

PARCEL COMMENTS

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 - 1	8.51					5	95							1.00	18,000.00	1,500.00	1,500.00	27,800
Site	1-Primary Site - 1										1,460.00	MC	C	43	0.00	0.00	0.00	0.00	1,460
Total Market Land Value																			29,260

Parcel ID: 089-202-09-0-00-01-017.00-0

Quick Ref: R72785

Tax Year: 2017

Run Date: 4/19/2017 2:26:57 PM

DWELLING INFORMATION

Res Type: 1-Single-family Residence
 Quality: 3.00-AV
 Year Blt: 1960
 Est: Yes
 MS Style: 1-One Story
 LBCSStruct: 1110-Detached SFR unit
 No. of Units:

COMP SALES INFORMATION

Arch Style: 17-Raised Ranch
 Bsmt Type: 3-Partial - 3
 Total Rooms: 6
 Bedrooms: 3
 Family Rooms
 Full Baths: 2
 Half Baths:
 Garage Cap:
 Foundation: Concrete - 2

Total Living Area:
 Calculated Area: 1,600
 Main Floor Living Area:
 Upper Floor Living Area Pct:

CDU: AV

Phys/Func/Econ: AV / /

Ovr Pct Gd/Rsn:

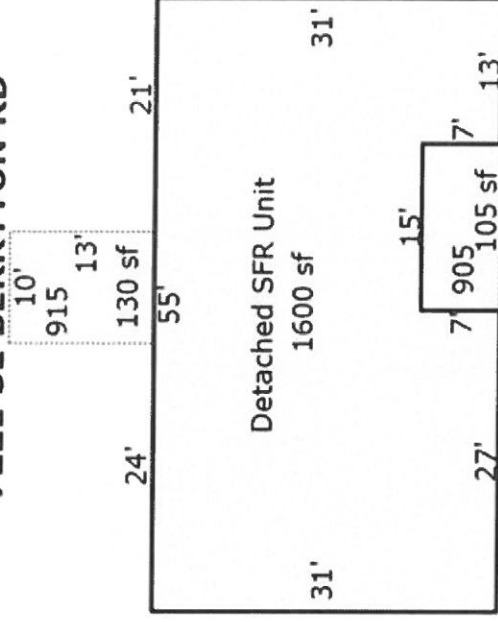
Remodel:

Percent Complete:

Assessment Class:

MU Cls/Pct: F-90 C-10

7221 SE BERRYTON RD



Scanned by Apex Media™

OTHER BUILDING IMPROVEMENTS

No.	Occupancy	MSCls	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls
1	152-Residential Garage - Detac	D	2.00	1	1983			900	120	8	030 X 30	1	3	3				

DWELLING COMPONENTS

Code	Units	Pct	Quality	Year
104-Frame, Plywood or Hardboard		100		
208-Composition Shingle		100		
351-Warmed & Cooled Air		100		
402-Automatic Floor Cover Allowance				
601-Plumbing Fixtures (#)	9			
602-Plumbing Rough-ins (#)	1			
622-Raised Subfloor (% or SF)	1,600			
644-Double 1-Story Fireplace (#)	1			
801-Total Basement Area (SF)	800			
802-Minimal Finish Area (SF)	286			
905-Raised Slab Porch (SF) with Roof	105			

DWELLING COMPONENTS

Code	Units	Pct	Quality	Year
915-Enclosed Wood Deck (SF), Solid Wall	130			

SNCAMA Property Record Card

Parcel ID: 089-202-09-0-00-01-017.00-0

Quick Ref: R72785

Tax Year: 2017

Run Date: 4/19/2017 2:26:57 PM

AGRICULTURAL LAND

Ag Type	Ag Acres	Soil Unit	Irr Type	Well Depth	Acres Feet	Acres Ft/Ac	Adj Code	Govt Prog	Base Rate	Adj Rate	Ag Value
DR	5.38	4740			0.00	0.00		CRP	483	483	2,600
DR	9.52	4742			0.00	0.00		CRP	451	451	4,290
DR	2.36	4752			0.00	0.00		CRP	10	10	20
DR	1.67	7501			0.00	0.00		CRP	409	409	680
NG	3.13	4742			0.00	0.00	CC50		63	32	100
NG	18.40	4752			0.00	0.00	CC50		10	5	90
NG	1.14	7173			0.00	0.00	CC50		140	70	80
NG	1.58	7301			0.00	0.00	CC50		58	29	50
NG	10.73	9982			0.00	0.00	CC50		10	5	50
TG	1.64	4740			0.00	0.00			63	63	100
TG	3.77	7233			0.00	0.00			63	63	240

AG LAND SUMMARY

Dry Land Acres:	18.93
Irrigated Acres:	0.00
Native Grass Acres:	34.98
Tame Grass Acres:	5.41
Total Ag Acres:	59.32
Total Ag Use Value:	8,300
Total Ag Mkt Value:	88,980

OTHER BUILDING IMPROVEMENTS

No.	Occupancy	MSCLs	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls
1	477-Farm Utility Building	P	1.67	1	1983			2,400	200	10	60 X	40	1	3	2			A
2	124-Lean-to, Farm Utility	D	1.00	1	1940			242	66	10	22 X	11	1	2	3			A
3	456-Tool Shed	D	1.00	1	1920			440	84	8	22 X	20	1	2	2			A

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	910-Single -Wall-Boards on Wood	100					
3	910-Single -Wall-Boards on Wood	100					



Kansas City
Auction and Realty

BUYER BROKER REGISTRATION FORM

AUCTION DATE: Saturday, June 3rd, 2017 @ 10:00am (CST)

AUCTION LOCATION: 7221 SE Berryton Rd., Berryton, KS 66409

CLIENT REGISTRATION DEADLINE: Friday, June 2nd, 2017 @ 12:00pm. (CST)

Broker Participation is Invited & Encouraged: A Buyer Broker Commission (BBC), will be paid to any properly licensed broker whose registered buyer purchases and closes on the real estate.

- Broker or Agent must contact the office of United Country - Kansas City Auction and Realty for a "Buyer Broker" registration form which must be received by the auction company on or before the deadline listed above.
- The Buyer Broker Fee will be calculated and paid based on the following:
 - A (2%) Two Percent BBC will be paid based on the **high bid amount** placed by the registered bidder listed below, (calculated before Buyer's Premium is added).
 - To **qualify** for a BBC the Buyer Broker or Agent must:
 - Broker/Agent must register their customer by mail, email; fax or hand delivery of the "**Buyer Broker Registration Form**" signed by the Buyer and the Broker or Agent.
 - The "Buyer Broker Registration Form must be received at the office of United Country - Kansas City Auction and Realty no later than the deadline listed above.
 - Broker/Agent must attend pre-auction inspections with their bidder
 - Broker/Agent must assist with any pre-auction and post auction needs of the buyer
 - Broker/Agent must attend the auction with the client and assist them with any needs during the auction bidding process.
- A BBC will be paid only upon successful closing of the transaction
- Prospects/Bidders who have dealt with United Country - Kansas City Auction and Realty throughout the marketing process will not be eligible for Broker registration.
- United Country - Kansas City Auction and Realty reserves the right to reject any "Bidder" or "Buyer Brokers".

COMPANY: _____

AGENT: _____

CLIENT: _____

Client Signature

Date

RETURN TO: 2820 NW Barry Rd., Kansas City, MO 64154
Fax: (816) 420-6257 or **E-mail:** LTerrel@uc-kc.com

Internal Office Use

Received: _____
Approved by _____ Date _____

STATE OF KANSAS
COUNTY OF _____

BIDDER#

AUCTION REAL ESTATE SALES CONTRACT

THIS CONTRACT, made this the ____ day of _____ 2017, 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 (General Warranty Deed), and Buyer agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the real property identified as _____ and described as follows:
Legal Description:

2. High Bid Price \$ _____

10.00 % Buyer's Premium \$ _____

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 _____ ("Closing Agent"), whose address is
_____ on or before _____ (the "Closing Date"). The contact person is
_____ phone: _____. At Closing, Seller shall
deliver to Buyer a _____ (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, 2017 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 _____. 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 – Kansas City Auction and Realty ("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.
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. Only the fixtures, machinery and equipment currently attached to or located upon the Property will be conveyed to Buyer.
- e. 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 or located upon 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. **COMMISSIONS.**

- (a) **Brokerage.** Buyer warrants and represents that Buyer [] is [] is not represented by a Buyer's Broker in this transaction. If Buyer is represented by a Buyer's Broker, the Buyer's Broker's name is: _____. The Buyer's Broker must have performed all requirements of the Buyer Broker Guidelines as provided by the Auctioneer. Failure to properly register or comply with the provisions of the Guidelines will disqualify the Buyer's Broker from receiving any commission.
- (b) **Agency Disclosure.** Auctioneer has acted as agent for Seller in this transaction and is to be paid a commission by Seller pursuant to a separate written agreement between Seller and Auctioneer.

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 Business Organizations Code), 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 Missouri law for judicial enforcement or review of arbitration decisions. The arbitration shall be heard by one arbitrator and conducted in Kansas City, Missouri 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.

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

SELLER: _____

Printed: _____

Address: _____

City/St/Zip: _____

Phone: _____

Fax: _____

Email: _____

BUYER: _____

Printed: _____

Address: _____

City/St/Zip: _____

Phone: _____

Fax: _____

Email: _____

SELLER: _____

Printed: _____

Address: _____

City/St/Zip: _____

Phone: _____

Fax: _____

Email: _____

BUYER: _____

Printed: _____

Address: _____

City/St/Zip: _____

Phone: _____

Fax: _____

Email: _____

**REAL ESTATE and
PERSONAL PROPERTY**

AUCTION

**REAL ESTATE – EQUIPMENT – COLLECTIBLES – FIREARMS – VINTAGE TOYS – ANTIQUES
JOHN DEERE TRACTOR – '69 FORD TRUCK – JOHN DEERE LAWN TRACTOR – TOOLS – MORE**

**10%
BUYER'S
PREMIUM**



2 Days – June 3rd and 4th, 2017 – Each day starting at 10 AM

7221 SE Berryton Road, Berryton, KS 66409

Directions: From SE 45th Street and SE Berryton Rd. in Topeka, Kansas, go south on Berryton Rd. approximately 3.2 miles south to the property/auction site. (Watch for signs.)

DAY 1

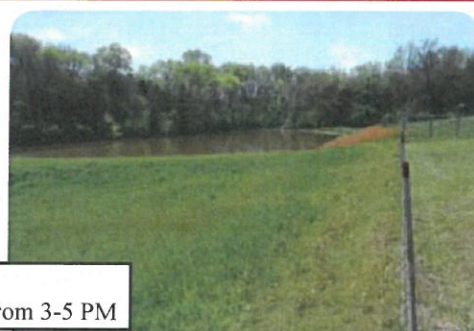
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Next Page)

JUNE 3rd REAL ESTATE SELLS AT 10 AM (Continued on page 2)

GUN INSPECTIONS FROM 11 AM - NOON / GUNS, GUN SAFES, & AMMO SELL STARTING @ NOON



REAL ESTATE



OPEN HOUSE FOR REAL ESTATE

Sunday, May 7th from 3-5 PM and Sunday, May 21st from 3-5 PM

PROPERTY DESCRIPTION: This farm consists of 68 (+/-) acres which include a nice country home, large climate-controlled shop building and detached 2 car garage. The home offers a living room, family room, kitchen w/gas range and side by side refrigerator, 3 bedrooms and a full bath on the main floor. The walk-out basement has a ¾ bath, washer/dryer, upright freezer, and a hair salon station w/basin rinse sink. There is also a single car garage in the basement. The property also has a storm cellar. The Farm is primarily grass pasture with two ponds, one of which is stocked, and assorted timber.

Lynn Creek runs along the north side of the farm. The property has fencing, highway access, utilities, gravel driveway and a beautiful setting. Outbuildings include a 30' x 30' Double car garage with HVAC, electric, concrete floor, overhead storage and electric door openers and a 40' x 60' steel shop building, gas heat, 200 amp/3 phase electric service, overhead door, 2 walk through doors, shop area, retail area, bathroom, as well as an approximate 20' x 20' lean to and enclosed shed which sets behind the shop building.



**Kansas City
Auction and Realty**

REAL ESTATE AUCTION CONDUCTED BY KANSAS CITY AUCTION AND REALTY
Richard Shawn Terrel, KS Broker #BR00216208
For terms or information on real estate please see www.UC-KC.com or call 877-318-0438

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DAY 1 Cont.

GUN INSPECTIONS FROM 11 AM TO NOON

GUNS, GUN SAFES, & AMMO SELL STARTING AT NOON



FIREARMS

NIB Bushmaster AR15 M4 .223 Stage A3 16" Barrel
 Bolt Action 1967-1983 Remington 788 22-250 W/Scope Sling
 Smith & Wesson Model 640 .357
 JC Higgins Model 88 9 Shot .22 Revolver w/ Holster
 Smith & Wesson Schofield, Cal. 44 Russian
 Penderson's Pat 1912 Remington Model 12A .22 Pump
 1937 Ithaca 12 Gauge Modified Pump
 1912 Winchester Model 1894 30 WCF
 Marlin's Firearm Co Glenfield Model 60 .22
 High Standard Sentinel Model R100 9 shot .22
 High Standard Sport King .22 Model 103
 Smith & Wesson Model 745 .45 ACP
 1881 Marlin M-81 Cal 32-40
 Colt Standard/Thin Side #IIIE Third Model Derringer .41 Caliber, 1870-1912
 ACME 5 Shot .32 Caliber
 Winchester Third Model 1876 Cal 40-60
 Taurus 608 .357 8 shot
 Sears Ted Williams 12 Gauge Pump, Poly Choke
 Stevens Crack Shot .22, #26 Falling Block
 1907 Winchester 1890 .22 Pump
 Colt New Army .38 Special, Magnum Model New Service 1922
 1910 Winchester 90 .22 Pump WRF Third Model Takedown
 Marlin 1875 Golden 39 A Original
 1920 Colt New Service .41 Caliber
 Marlin Model 37 Pump .22
 NIB, 5.45 x 39 MM Century Arms AK 74 Scope-Rings
 1972 Marlin 336 .35 Remington
 Jimenez Arms 22 Auto in Box
 Colt Lighting 1899 .22 Caliber
 Revelation Western Auto Model 76 22 Caliber Double Nine
 Colt New Frontier .22 Buntline 1975 Case Hardened
 1922 Colt New Army Special .38
 Kel-Tec 9 MM Auto
 Marlin .32 Caliber 1894 pre 1983
 1973 Marlin Original Golden 39 M .22 Caliber w/scope
 1987 Browning 12 Gauge A 500
 Manhattan .36 Caliber, Annie's 1859-68 Series III
 National Arms Co 12 Gauge Full Choke
 Mossberg 142 A .22 Caliber
 1965 Marlin 39A Golden Mountie .22 Caliber
 Remington Model 1100 12 Gauge, Mod Choke
 Remington 1100 410 Semi Auto, Full Choke
 Remington Fieldmaster .22 Pump
 Winchester Model 57 .22 Caliber with Lyman Rear Sight w/ Sling
 1955 Winchester Model 12 GA, Imp Cyl
 EIG Model E 15 German .22 Pistol Single Action
 West German Falcon .22 Caliber Pistol, Single Action
 JC Higgins Model 29, .22 Caliber w/ Scope
 Remington Model 48 16 Gauge Sportsman, Poly Choke 11C trap
 1927 Winchester Model 12 20 Gauge
 FIE SBS 410 Double
 Marlin 57 M .22 Mag w/Scope
 Remington 1100 410 Semi Auto, Mod Choke
 Winchester 1904, .22 Caliber
 Winchester 1892 SRC, Caliber 44-40 WCF M-92
 Ruger P95 9mm w/case

(Rare) Premier 22 Pump, Same as Savage 25
 High Standard 22 W-104, Double Nine Buntline 1967
 Ruger SP101, 357 Magnum
 Smith & Wesson, K22 4 Screw
 Smith & Wesson Model 422 .22

Remington 870 Wingmaster 20 Gauge, Skeet Barrel 1952
 Smith Wesson .32 Caliber 4th Model
 Kel-Tec SU 16 .223 assault rifle w/scope & light
 Kiber Ultra CDP .45 ACP, New Laser Sights Custom Shop
 Remington 878 Automaster, 12 Gauge, Mod Choke
 Marlin 25 N .22 Caliber
 Remington 870 Wingmaster, 12 Gauge
 1981 Winchester 30-30 SRC 94
 Military 1948 Russian Mosin Nagant, 7.62
 New Haven 20 Gauge, Mod Choke
 1941 Winchester 62A
 1904 Winchester 1873 32-20 Caliber
 1905 Smith Wesson 4th Change .38 Revolver
 Savage Model 1903 .22 Caliber
 1980 Winchester Model 70 Scope BiPod, 243 Sling
 1943 Military Russian Mousin Nagant, Sling & Bayonet
 H & R 39 Revolver
 1895 Marlin 40-60
 1873 Model 1882 Winchester 44-40
 1974 Winchester Model 94 30-30
 1893 Model 1883 Marlin .32 Special
 Ruger P89 DC 9 MM Auto
 1895 Model 1894 Marlin 38-40
 1901 Colt Medium Frame SRC Lighting .44 Caliber
 1893 Colt Large Frame Lighting 45-85-285
 Whitney Large Frame 40-60 Caliber
 Whitney SRC .44 Caliber
 Colt 1851 W/Winchester Holster Engraved, 4th Model 1863 (.36 Caliber)
 E. Whitney Revolver w/holster Navy US Mark on grip, .36 Caliber
 2nd Mode 4th Type
 Colt #2 Derringer .41 Caliber
 Marlin 30-30, Model 93 1884
 Marlin 38-40 SRC, Model 94
 Colt Lighting Medium Frame Early .38 Caliber 1884
 1899 Colt SAA 44-40 Engraved, Ivory handled & ruby embossed
 GWYN & Campbell .52 Caliber SRC, Type 1 SRC
 Burnside .40 Caliber SRC, 5th Model
 Peabody
 Sharps percussion SRC US, .52 Caliber
 Ball SRC US, .50 Caliber Rimfire
 Sharps SRC US
 Poultre & Trimble US, Smith SRC .50 Caliber
 Remington 870 Wingmaster Vent RIB, Mod Choke
 1866 Winchester Henry Marked 44
 1891 Marlin .32 Colt, Rimfire
 1911 Remington Rand .45, Auto Military Marked 1944
 Saige 12 Gauge AK47 12Hmash Russia Gary Sweet, 10 Rd Stick Mag
 12 Rd Drum 20 Rd Drum Swing 6 Position gas plug
 Stocking and Company Single Action pepper Box, .28 Caliber w/shield
 and spur trigger bow 6 shot percussion
 Bacon 6 shot pepper box .22 Caliber, Indian Police Breech Loading Wernal 1867
 Springfield M1 Garand 30.06
 Remington .41 Caliber over/under, Derringer Nickel
 Remington .41 Caliber over/under, Derringer Blue factory engraved
 Springfield M-1873 SRC, US markings Low Arch Breach
 Pre 1860 Martially Marked Henry Rifle MARCK CGC
 Black small pistol percussion derringer
 Browning C Series Auto Double Action 9 MM
 1870 Kentucky Rifle, 1/2 stock
 Lots of Kentucky Rifles
 1951 or 1952 Winchester Model 94 30/30
 Spencer SRC
 JC Higgins W/Holster
 Smith & Wesson .22 Mag foldup pistol (black)
 Remington 870 Wing Master 20 gauge
 Civil War sword with scabbard
 12, 36, 48 Gun Safes
 Various ammunition

DAY 2

JUNE 4TH - EQUIPMENT, TOOLS, ANTIQUES, COLLECTIBLES, AND MISC WILL BE SOLD STARTING AT 10 AM



For pictures of items in auction, see www.auctionzip.com, auctioneer #15982.

ANTIQUES and COLLECTIBLES

Art Nuevo Jukebox • Lots of Lady Head Vases
 Lots of Small, Medium, and Large Size Wyandotte Tin Toys
 Cookie Jars (McCoy, Walter Starnes, ABC, Hearth, Ransburg, Hull)
 Tin Cookie Cans (Ballonoff, Ransburg, American Greeting)
 Biscuit Jars • Lots of Geisha Dolls • Barbie Dolls
 Campbell's Soup Cups, Bowls, Salt & Pepper Shakers, Figurines
 Purinton Slipware • Milk Cartons • Grinding Wheel
 Old Dolls • Figurines • Lots of Crocks – All sizes
 Vintage Patio Furniture • Child Wagon • Butter Churn
 Several Child's Pedal Cars (Metal) • Child Pedal Tractor
 Lance Peanut Cabinet • Pine Dry Sink • Primitive Tools
 Pine Photo Copy Bin • Pine Glass Display Cabinet
 Pine Hanging Cupboard Corner • Rocking Chair
 Dresser Chest from hotel in Lomar, MO • Wall Cabinet
 Pine Blanket Chest (original paint) • Pine Cobbler's Table
 Pine 2 piece large Cupboard • Aladdin Brass Oil Lamp
 Rough Cut Pine Wall Mantel • Fireplace Settle
 Aegean Art • Hat Boxes • Children's Potty Chair
 Night Table • Lamps • Electric Butter Churn
 Library Table • Kraut Cutter • Lots of Stoneware
 Iron Pot • Antique Phone Magnetos (generators)
 Bellows • Cardboard Antique Soda Pop & Milk Containers
 Lots of Americana • Lots of Salt and Pepper Shakers
 Tin Oil Can • Pie Birds • Antique Cherry Pitter
 Mantel Clock • Sad Irons • Ball & Chain Branding Iron
 Vintage Healthway Strongman Iron Boot, Shoe weights
 Iron Fluter (Geneva Hand Fluter) • Misc. Iron Kitchen
 Butcher's Meat Hanger Hooks with weight • Dry Sink
 Brass Area Horn • Primitive Rope Maker • Coca-Cola Sign
 Display Cabinet Plates • Arcade 9576 Nutcracker Freeport ill.
 Match Stick Holders • Native American Art (Doll Tomahock)
 Glass Oil Dispensers • Barber's Chair – Koken Co., St. Louis
 Treadmill • Generator • Jewel Carbide Stove
 R & R Stove – The Estate Stove Co., Hamilton, Ohio (Sept 5, 1905)
 Cannon Safe • Oak General Store Counter • Oven
 Decorative Pieces • Vintage Shoes and Hat • Many More Items

EQUIPMENT AND TOOLS

1969 Ford 1 Ton Truck, shows 39,000 miles, very slick, 360" c.i. motor
 John Deere 5075E, S/N 1PY5075EKEB011358, 55 hours, 75 HP, 4-wheel
 drive, like new condition, with John Deere 553 loader
 John Deere 758 4 x 4 Diesel Lawn Tractor, 60" Cut
 Husky Supreme 26 HP, 54" Lawn Tractor
 Tandem Axle 14' Equipment Trailer w/2 ft. Dove Tail
 Gas Powered Golf Cart • 15 x 8 x 7.5 Storage Container
 80 Gallon Air Compressor • Cutting Bench Saw
 Stick Welder • Snap-On Mig Welder • Lincoln Mig Welder
 Drill Press • Grinder and Wire Wheel on Stand
 Cutting Torches • Floor Jack, Air over Hydraulics
 Frame Machine, Tool Clamps, Chains and Measuring Tool
 Floor Frame Machine • Garage Storage Cabinet
 Air Hoses • Creepers • Measure and Level Tools
 Generator and Trailer • Tractor Box Blades (grader)
 Snap-on Tool Box – upright 18 drawer mechanics tool box
 Snap-on Tool Box – upright 23 drawer mechanics tool box
 Leaf Collector • Floor Frame Machine • Wood Clamps
 Tool Chest • Table Saw • Engine Hoist • Shovels
 Fender Stand & Painting Rack • Pitch Fork • Sprayer
 Body Adhesive Gun • I-Hooks • Air Chucks • Anvil
 Grease Guns • Floor Jacks • Jack Stands • Grinders
 Bolts & Fasteners • Sandpaper Dispensers • C-Clamps
 Case of Nuts and Bolts • Vise on Stand • Lots of misc. tools

MISCELLANEOUS

Yard Art – Boom and Hoist on a 1933 Chevy Truck
 Yard Art – Wind Mill and Washing Machine
 Yard Art – Antique Wagon Wheels
 Yard Art – Plow and Manure Spreader
 Yard Art – Wheelbarrow
 Yard Art – Willy's Panel Wagon
 Yard Art – 1933 Chevy Truck
 Display Cases • Patio Furniture • Canning Jars
 International Tractor Grill • Hay Hooks • Horse Collar
 Animal Traps • Rawhide Saddle Back • Gas Grill
 Refrigerator Dollie • Fire Extinguishers • Many More Items

**REAL ESTATE and
PERSONAL PROPERTY**

AUCTION

**REAL ESTATE – EQUIPMENT – COLLECTIBLES – FIREARMS – VINTAGE TOYS – ANTIQUES
JOHN DEERE TRACTOR – '69 FORD TRUCK – JOHN DEERE LAWN TRACTOR – TOOLS – MORE**

2 Days – June 3rd and 4th, 2017 – Each day starting at 10 AM



AUCTIONEERS NOTE: This is a great opportunity to purchase a very nice larger acreage farm with a country home and shop buildings, within minutes of Topeka, Kansas. The owners have been good caretakers of the property and these type of farm & home opportunities do not often come available this close to the city. The Williams family has spent a lifetime collecting some of the finest guns, collectibles and antiques and of taking immaculate care of these items and they show it. Due to the passing of Mr. Williams, the family has decided to sell this property at public auction along with the many years of collections they have accumulated, which include: (lots of firearms, vintage toys, numerous antiques, shop tools, JD tractor, 69 Ford truck (slick), commercial mower, and much more). There is something for everyone in this auction. Don't miss this opportunity to own a very nice farm and country home in Shawnee County, Kansas. Everything will be sold to the highest bidder on auction day, so don't be late.

TERMS AND CONDITIONS: 10% Buyer's Premium will be charged on all transactions. Payment may be made with cash, check with a bank letter of guarantee, or credit card which will have a 3.5% convenience fee. The successful bidder or bidders of the real estate will be required, upon conclusion of the Real Estate Auction, to provide good funds (Earnest Money) in the amount of 10% of the Total Contract Price. Closing will be on or before July 5th with buyer and seller each paying normal closing fees. Property is being offered "AS IS, WHERE IS" and no warranties or representations either expressed or implied are being made by the seller(s) or the auction company. ID required to register. All information is from sources deemed reliable, but is not warranted or guaranteed. All announcements day of auction take precedence over any previously printed material or any other oral statements made. For complete auction terms and conditions contact Shawn Terrel with United Country Kansas City Auction and Realty at 877-318-0438 on the real estate; Auctioneer Josh Keller with Absolute Auctioneers LLC at 918-864-1851 or 918-253-8177 or Auctioneer LeRoy Hendren with United Country Hendren & Associates at 918-695-0808 on personal property items.

United Country Hendren & Associates
P.O. Box 1669
Jay, OK 74346