

Property Packet



Online Auction

Outdoors-man/Outdoors-lady, priced to sell, 59+/- acres ideal for deer, duck, quail, turkey and other things. Close to the convenience of city.

0000 Osage St, Coffeyville, KS 67337

Bidding starts September 7th @ 12noon (CST)

Bidding Ends September 15th @ 6pm (CST)

Cooperating brokers must be registered 24 hours prior to start of the auction, no exceptions!
Subject to the Seller's approval

Listing Agent information:

Steve Dockers 316.406.2512

dockersre@gmail.com

Tammy Knowlton 316.993.3132

tammy@knowltongroupks.com

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Terms and Conditions

Thank you for participating in today's auction. This auction is conducted by Dockers & Associates with Knowlton Group Real Estate and Auction ("Knowlton Group") on behalf of the property owner ("Seller"). The property being auctioned ("Real Estate") is described in the Contract for Purchase and Sale, available for inspection.

1. **Agreement to Terms:** By registering or bidding at this auction, you ("Bidder") agree to be bound by these Terms and Conditions, the auction announcements, and the Contract for Purchase and Sale.
2. **As-Is Sale:** The Real Estate is offered "as is, where is," with no contingencies for inspections and no warranties or representations from the Seller or Knowlton Group. Bidders must conduct their own due diligence and inspections prior to bidding.
3. **Warranties and Representations:** Any warranties or representations, if found to exist, are between the Seller and the Bidder. Knowlton Group is not responsible for their accuracy or for any descriptions of the Real Estate.
4. **Buyer's Premium:** A 10% buyer's premium or \$6,000.00 minimum (whichever is higher) will be added to the final bid to determine the total purchase price.
5. **No Financing Contingency:** The sale is not contingent upon the Bidder obtaining financing.
6. **Successful Bidder Requirements:** The successful bidder must immediately execute the Contract for Purchase and Sale and provide a non-refundable earnest money deposit in the form specified by Knowlton Group. The remaining balance is due in certified funds at closing, which must occur within 30 days of the auction or as otherwise agreed by the Seller and Bidder per auction terms.
7. **Auction Announcements:** Announcements made during the auction take precedence over any previous statements or printed material, including these Terms and Conditions.
8. **Bidder Acknowledgment:** By placing a bid, the Bidder acknowledges having read, understood, and agreed to these Terms and Conditions.
9. **Bidder Qualifications:** These Terms and Conditions protect the Seller's interests and do not create additional rights for the Bidder. Exceptions may be made at the discretion of the Seller or Knowlton Group.
10. **Irrevocable Offer:** A successful bid is an irrevocable offer to purchase the Real Estate. If the successful Bidder fails to execute the Contract for Purchase and Sale within 24 hours of the auction close, Sale may collectively constitute an enforceable agreement under the statute of frauds.

11. **Bidding Liability:** Bidders must ensure their bids are noticed by Knowlton Group. Knowlton Group is not liable for missed, unacknowledged, or erroneous bids, and Bidders waive any related claims.
12. **Promotional Use:** Bidder authorizes Knowlton Group to use auction information, including the sale price, for promotional purposes.
13. **Broker/Agent Participation:** Brokers/agents must pre-register with Knowlton Group by 5 p.m. on the business day prior to the start day of the auction using the Broker Registration Form available on Broker's website under the appropriate property site or by emailing tammy@knowltongroupks.com.
14. **Agent Role:** Knowlton Group acts solely as the Seller's agent, not the Bidder's. Knowlton Group is not a party to any contract between the Seller and Bidder and is not liable for any damages related to the auction or the Contract for Purchase and Sale.
15. **Premises Liability:** Neither the Seller nor Knowlton Group, including their employees and agents, are liable for any damage or injury occurring on the Real Estate. Visitors assume all risks.
16. **Bidding Increments:** Knowlton Group has the right to set bidding increments.
17. **Bid Rejection:** Knowlton Group may reject or disqualify any bid believed to be fraudulent, illegitimate, or in violation of these Terms and Conditions or applicable law.
18. **Independent Bidding:** Bidders represent they are bidding on their own behalf, not on behalf of the Seller.
19. **Non-Discrimination:** The Real Estate is offered for sale without regard to race, color, religion, sex, handicap, familial status, or national origin.
20. **Binding Terms:** These Terms and Conditions bind the Bidder and their representatives, successors, and assigns.
21. **Severability:** If any provision is found invalid, the remaining provisions remain enforceable.
22. **Governing Law:** These Terms are governed by Kansas law. Exclusive jurisdiction for disputes lies in Sedgwick County District Court or the U.S. District Court in Wichita, Kansas.
23. **Account Security:** Bidders must provide accurate information when creating an online bidding account and maintain its security. Any compromise must be reported immediately to Knowlton Group.
24. **Online Bidding:** Bids placed online cannot be retracted. Knowlton Group is not liable for errors or issues with the online platform.
25. **Pre-Bidding:** Pre-bids are for convenience and are not considered active until the auction starts.

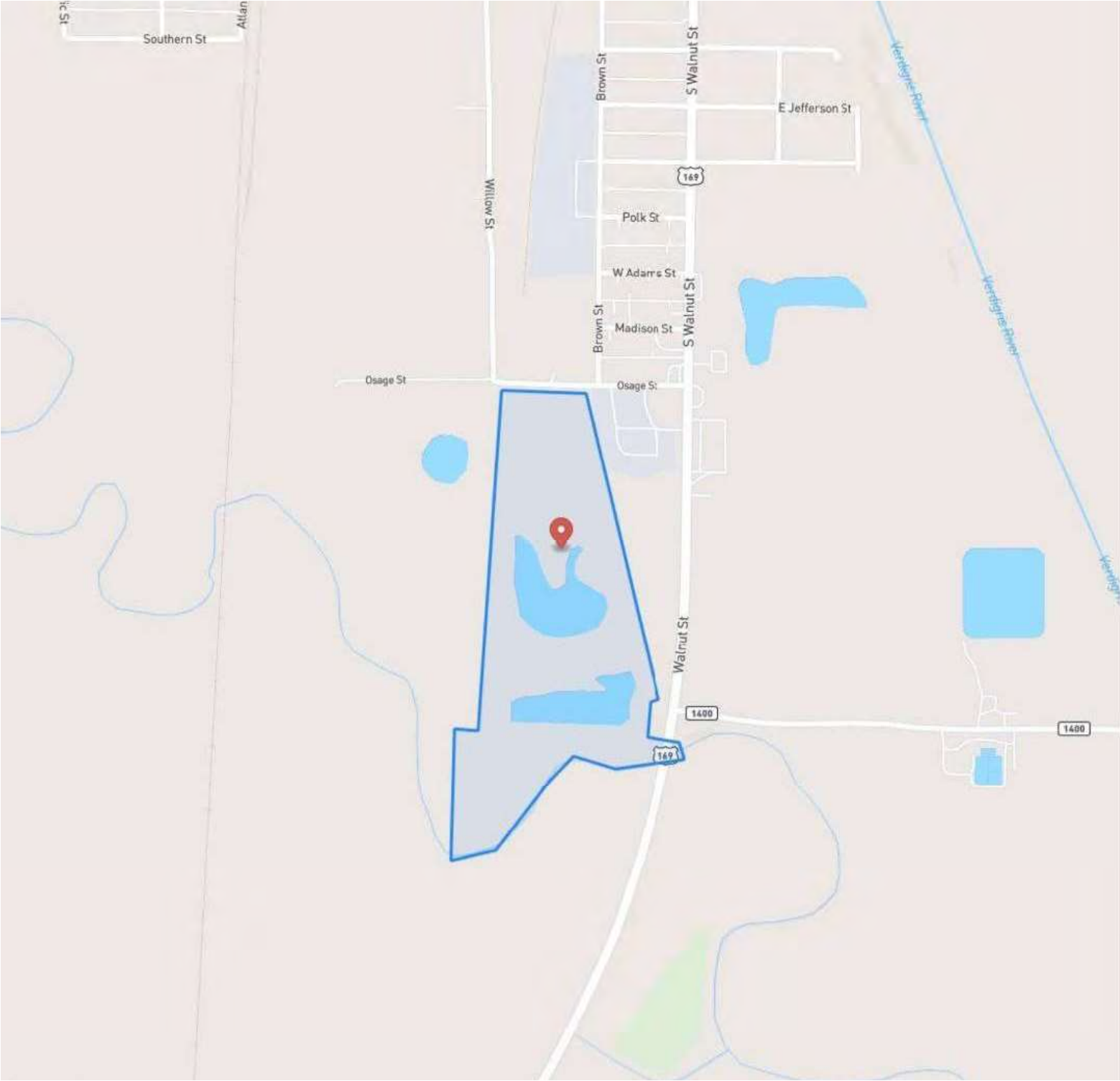
26. **Auction Extension:** Knowlton Group may extend the auction closing time due to issues with the online platform.
27. **Bidder Default:** If the successful Bidder fails to comply with their obligations, Knowlton Group may resell the Real Estate. The original Bidder remains liable for any resulting damages.
28. **Platform Use:** Bidders must not misuse the online platform or interfere with the auction or others' use of the platform.



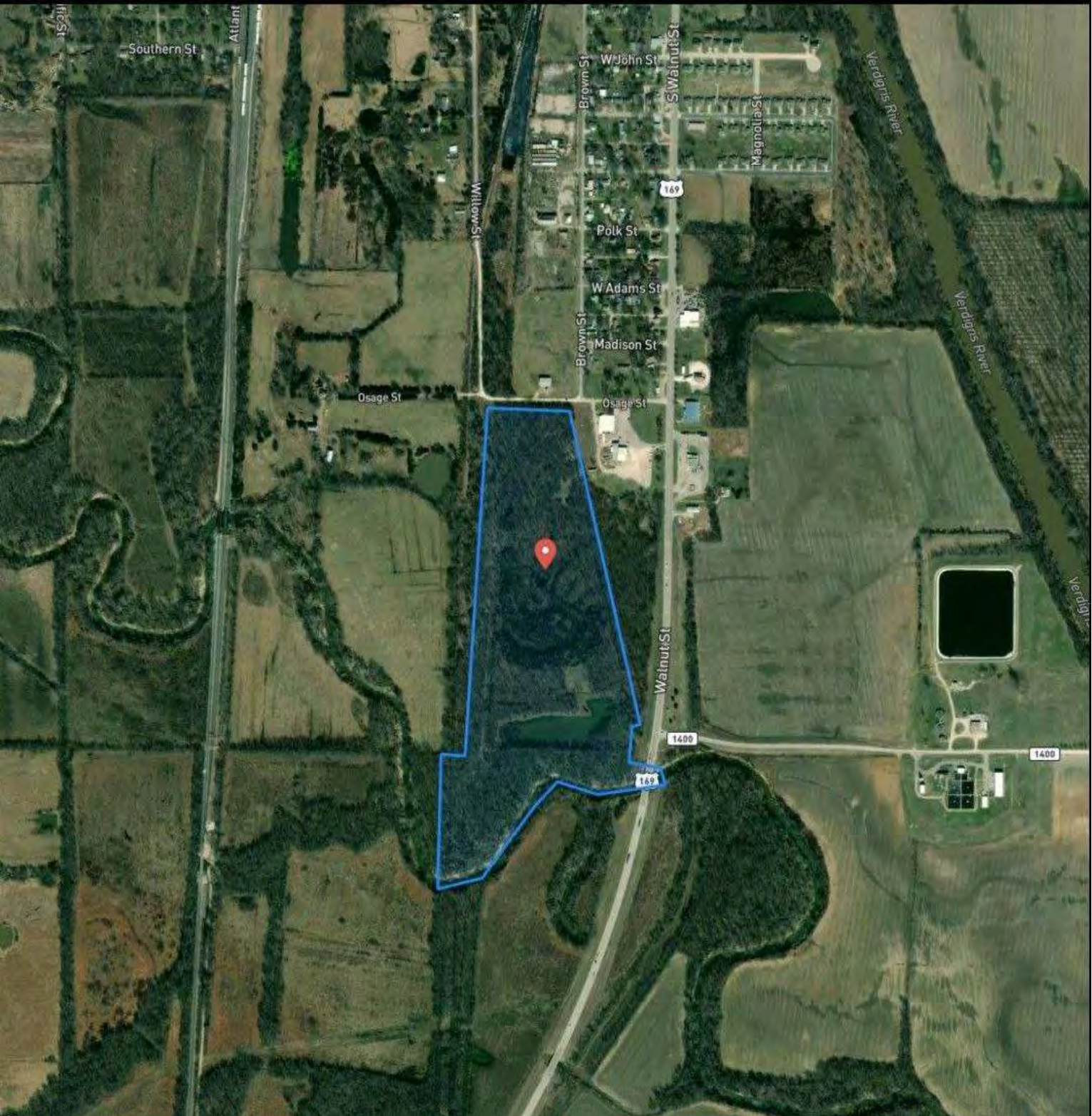
Property Overview

Property Address:	0000 OSAGE ST., COFFEYVILLE, KANSAS 67337
Manner of Auction:	Online only. Subject to seller approval. www.KnowltonGroupKS.com/auction-1/
Legal Description:	PARKER TOWNSHIP, S12, T35, R16, ACRES 39.48, W/2 SW4 S OSAGE ST & W ABAND RR & THAT PRT LYG W OF ELMWOOD DR EXD S; LESS R/W Deed Book/Page 688 / 1385 673 / 162 667 / 848 627 / 482 612 / 1486 330 / 111
Buyer's Premium:	Total purchase price will include a 10% Buyer's Premium or \$6,000.00/minimum, whichever is greater will be added to the final bid.
Tax Information:	2024 tax will be prorated between Seller and Buyer based on 2023 annual taxes of \$268.74.
Easements:	Buyer accepts any and all easements, restrictions, roadways and rights-of-way of record.
Earnest Money:	\$ 20,000.00 payable to Kansas Secured Title in the form of personal, business, cashier's check or wire on the 1 st business day after the auction end and will be applied to purchase at closing. Earnest money deposits are non-refundable. Your bidding is not conditional upon financing. There are no variations in these terms without prior approval from listing agent.
Closing:	Seller to close within 30 days of Contract execution date. Earnest money \$30,000 non-refundable if closing 60 days of contract execution.
Possession:	Upon closing and funding.
Broker Registration:	A commission will be paid to qualified, licensed Kansas real estate brokers whose prospects are the successful bidders at the auction, at close on the property. Broker Registration Form must be received 24 hours prior to start of auction and before the bidder bids. NO exceptions. See Broker Registration Form for more details.

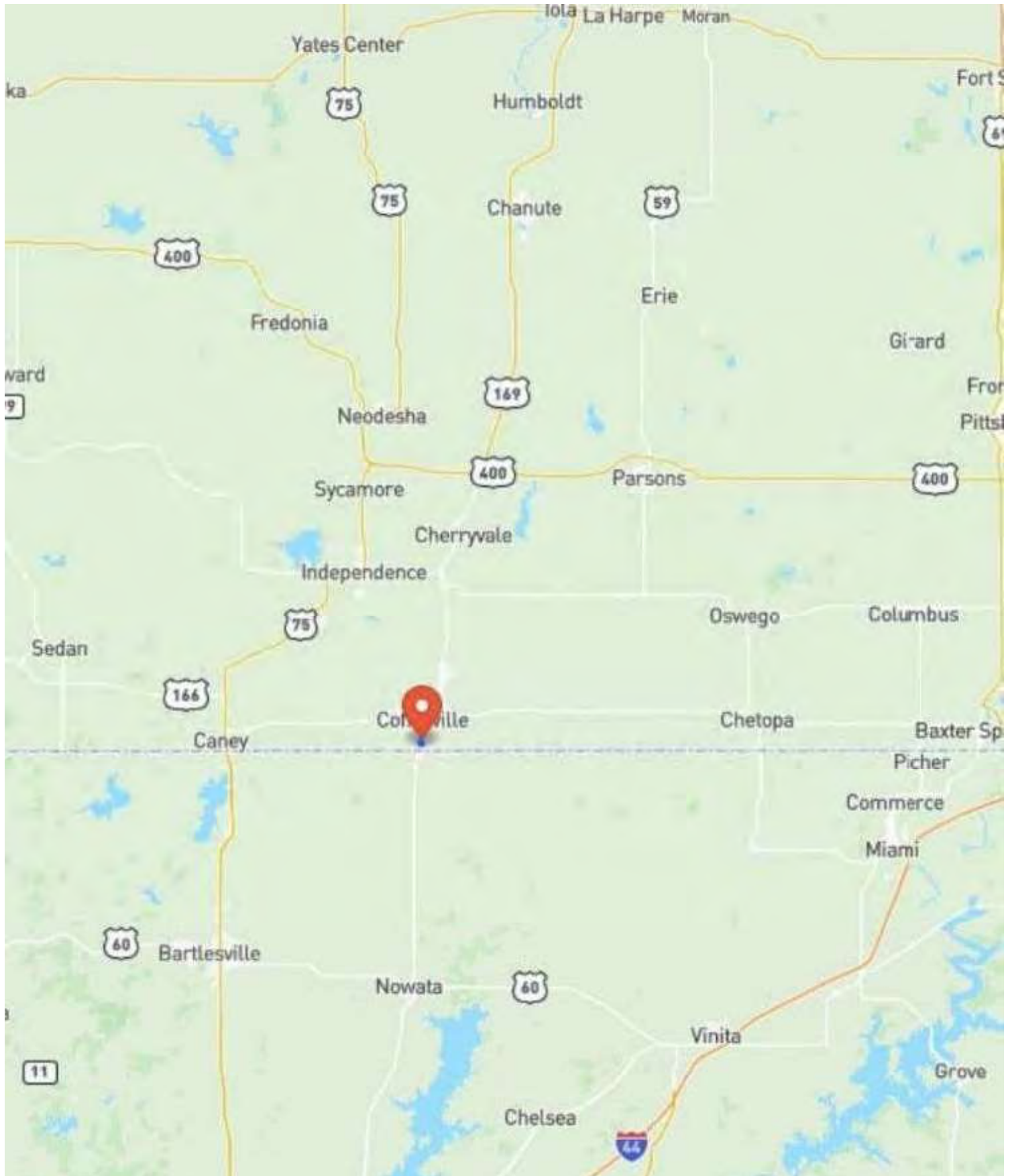
Property Mapping



Satellite Mapping



Location Mapping



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The Parcel Number for this Property is 063-221-12-0-30-07-002.00-0

Quick Ref ID: 20407

Owner Information

Owner Name	DAVIS, THOMAS ARTHUR
Address	235 S JANE ST #APT 1206 HAYSVILLE, KS 67060-3716

Property Situs Address

Address	00000 OSAGE ST, Coffeyville, KS 67337
----------------	---------------------------------------

Land Based Classification System

Function	Farming / ranch land (no improvements)
Activity	Farming, plowing, tilling, harvesting, or related activities
Ownership	Private-fee simple
Site	Dev Site - crops, grazing etc - no structures

General Property Information

Prop Class	Agricultural Use - A
Living Units	
Zoning	
Neighborhood	400.R
Tax Unit Group	067

Property Factors

Topography	Level - 1
Utilities	All Public - 1
Access	Semi Improved Road - 2
Fronting	Secondary Street - 3
Location	Neighborhood or Spot - 6
Parking Type	Off Street - 1
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2024 Appraised Value

Thomas Author Davis

09/03/24

Class	Land	Building	Total
Agricultural Use - A	6,320	0	6,320
Total	6,320	0	6,320

2023 Appraised Value

Detail Information

Class	Land	Building	Total
Agricultural Use - A	6,290	0	6,290
Total	6,290	0	6,290

Tract Description

PARKER TOWNSHIP, S12, T35, R16, ACRES 39.48, W/2 SW4 S OSAGE ST & W ABAND RR & THAT PRT LYG W OF ELMWOOD DR EXD S; LESS R/W Deed Book/Page 688 /1385 673 /162 667 /848 627 /482 612 /1486 330 /111

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
688	1385	667	848	673	162	612	1486

Agricultural Land

Ag Type	Ag Acres	Soil Unit	Irr Type	Well Depth	Acre Feet	Acre Ft/Ac	Adj Code	Govt Prog	Base Rate	Adj Rate	Ag Value
Native Grass	19.27	8151				0			190	190	3,660
Native Grass	7.94	8302				0			190	190	1,510
Native Grass	0.1	8679				0			113	113	10
Native Grass	12.17	8765				0			94	94	1,140

Ag Land Summary

Dry Land Acres	0
Irrigated Acres	0
Native Grass Acres	39.48
Tame Grass Acres	0
Total Ag Acres	39.48
Total Ag Use Value	6,320
Total Ag Market Value	128,020

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The Parcel Number for this Property is 063-226-13-0-20-02-001.00-0

Quick Ref ID: 20900

Owner Information

Owner Name	DAVIS, THOMAS ARTHUR
Address	235 S JANE ST #APT 1206 HAYSVILLE, KS 67060

Property Situs Address

Address	00000 HWY 169, Coffeyville, KS 67337
----------------	--------------------------------------

Land Based Classification System

Function	Farming / ranch land (no improvements)
Activity	Farming, plowing, tilling, harvesting, or related activities
Ownership	Private-fee simple
Site	Dev Site - crops, grazing etc - no structures

General Property Information

Prop Class	Agricultural Use - A
Living Units	
Zoning	
Neighborhood	400.R
Tax Unit Group	067

Property Factors

Topography	Level - 1 Rolling - 4
Utilities	None - 8
Access	Paved Road - 1
Fronting	Major Strip or CBD - 1
Location	Neighborhood or Spot - 6
Parking Type	On and Off Street - 3
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2024 Appraised Value

Authentication
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09/03/24

Class	Land	Building	Total
Agricultural Use - A	1,210	0	1,210
Total	1,210	0	1,210

2023 Appraised Value

Detail Information

Class	Land	Building	Total
Agricultural Use - A	1,200	0	1,200
Total	1,200	0	1,200

Tract Description

PARKER TOWNSHIP, S13, T35, R16, ACRES 7.41, PRT NW4 LYG N OF ONION CRK & W OF HWY 169 R/W; LESS R/W SECTION 13 TOWNSHIP 35 RANGE 16 Deed Book/Page 688 /1383 680 /135 618 /861 453 /104 363 /533

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
688	1383	680	135	618	861	688	1383

Agricultural Land

Ag Type	Ag Acres	Soil Unit	Irr Type	Well Depth	Acre Feet	Acre Ft/Ac	Adj Code	Govt Prog	Base Rate	Adj Rate	Ag Value
Native Grass	5.93	8302				0			190	190	1,130
Native Grass	0.36	8151				0			190	190	70
Native Grass	1.12	WST				0			10	10	10

Ag Land Summary

Dry Land Acres	0
Irrigated Acres	0
Native Grass Acres	7.41
Tame Grass Acres	0
Total Ag Acres	7.41
Total Ag Use Value	1,210
Total Ag Market Value	25,570

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The Parcel Number for this Property is 063-226-14-0-10-01-001.00-0

Quick Ref ID: 20904

Owner Information

Owner Name	DAVIS, THOMAS ARTHUR
Address	235 S JANE ST #APT 1206 HAYSVILLE, KS 67060

Property Situs Address

Address	00000 HWY 169, Coffeyville, KS 67337
----------------	--------------------------------------

Land Based Classification System

Function	Farming / ranch land (no improvements)
Activity	Farming, plowing, tilling, harvesting, or related activities
Ownership	Private-fee simple
Site	Dev Site - crops, grazing etc - no structures

General Property Information

Prop Class	Agricultural Use - A
Living Units	
Zoning	
Neighborhood	400.R
Tax Unit Group	067

Property Factors

Topography	Level - 1 Rolling - 4
Utilities	None - 8
Access	Semi Improved Road - 2
Fronting	Secondary Street - 3
Location	Neighborhood or Spot - 6
Parking Type	On and Off Street - 3
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2024 Appraised Value

Authentication
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09/03/24

Class	Land	Building	Total
Agricultural Use - A	570	0	570
Total	570	0	570

2023 Appraised Value

Detail Information

Class	Land	Building	Total
Agricultural Use - A	570	0	570
Total	570	0	570

Tract Description

PARKER TOWNSHIP, S14, T35, R16, ACRES 3.08, NE4 N OF ONION CRK & E OF MKT RR; LESS R/W SECTION 14 TOWNSHIP 35 RANGE 16 Deed Book/Page 688 /1383 680 /135 618 /861 453 /104 363 /534

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
688	1383	680	135	618	861	688	1383

Agricultural Land

Ag Type	Ag Acres	Soil Unit	Irr Type	Well Depth	Acre Feet	Acre Ft/Ac	Adj Code	Govt Prog	Base Rate	Adj Rate	Ag Value
Native Grass	2.96	8302				0			190	190	560
Native Grass	0.12	WST				0			10	10	10

Ag Land Summary

Dry Land Acres	0
Irrigated Acres	0
Native Grass Acres	3.08
Tame Grass Acres	0
Total Ag Acres	3.08
Total Ag Use Value	570
Total Ag Market Value	11,570

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09/03/24

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The Parcel Number for this Property is 063-226-14-0-10-02-001.00-0

Quick Ref ID: 20907

Owner Information

Owner Name	DAVIS, THOMAS ARTHUR
Address	235 S JANE ST #APT 1206 HAYSVILLE, KS 67060

Property Situs Address

Address	00000 HWY 169, Coffeyville, KS 67337
----------------	--------------------------------------

Land Based Classification System

Function	Farming / ranch land (no improvements)
Activity	Farming, plowing, tilling, harvesting, or related activities
Ownership	Private-fee simple
Site	Dev Site - crops, grazing etc - no structures

General Property Information

Prop Class	Agricultural Use - A
Living Units	
Zoning	
Neighborhood	400.R
Tax Unit Group	067

Property Factors

Topography	Level - 1 Rolling - 4
Utilities	None - 8
Access	Semi Improved Road - 2
Fronting	Secondary Street - 3
Location	Neighborhood or Spot - 6
Parking Type	On and Off Street - 3
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2024 Appraised Value *Thomas Author Davis* 09/03/24

Class	Land	Building	Total
Agricultural Use - A	670	0	670
Total	670	0	670

2023 Appraised Value

Pictures



Pictures



Pictures



Property managed for deer, with large mature timber providing multiple stand locations.



Includes a current elevated blind.



North and south access points for optimal wind management.



54-acre farm available in Kansas.



Borders the southern property line, ideal for deer travel.

Mediation



Homesellers/Homebuyers Dispute Resolution System (DRS)

MEDIATION

A fast, easy, and inexpensive alternative to litigation.

Introduction

Thousands of real estate transactions occur in the Wichita area every year without incident. When a dispute does arise, it is often successfully resolved through normal channels of communication and negotiation. In the past, when negotiations failed, parties took their case to court. Today, they are taking their disputes to mediation.

What is Mediation?

Mediation is a process in which disputing parties attempt to resolve their disagreements with the help of an impartial, trained third party, the mediator. The mediator does not offer opinions, pass judgment, or render legally binding decisions. The mediator's only function is to help parties identify their differences and reach agreement on how to resolve them. When the disputing parties have reached a mutually acceptable solution, they sign a written agreement which outlines the terms of the settlement. Once signed, the parties are legally bound to abide by its terms. Settlement is not imposed on the parties. If the parties cannot reach a mutually agreeable settlement, they are free to arbitrate or litigate their dispute as if the mediation never took place. Mediation is non-adversarial, there are no losing parties, because the parties have been part of the process, and together.

Access to Service

DRS mediation can be used by the sellers and buyers in a real estate transaction, as well as brokers, builders, home inspectors, etc. Almost any type of dispute that arises from the transaction can be mediated. Earnest money disputes and complaints against REALTORS® are excluded from mediation.

Written Agreement to Mediate

Parties may pre-commit to mediate by signing either a sales contract that contains a mediation clause, or an addendum that is attached to the sales contract. Parties who do not wish to pre-commit to mediation when the sales contract is executed may later agree to submit a dispute to mediation by signing a written Agreement to Mediate after a dispute arises.

Mediators

Mediators promote communication between the parties, help the parties identify differences and assist parties reach an agreement on resolution.

Fees

Typical fees of \$175 per party are required to be paid in advance (fees are subject to change). This fee is due with the request by the complainant, usually the buyer, and five (5) business days before the mediation conference for the responding party, usually the seller.

Mediation

Initiating Mediation

If a dispute arises, your broker or licensee can be helpful in resolving conflicts and disputes. If reasonable attempts to negotiate an acceptable solution have been exhausted, call RSCK to request a packet. A party can invoke DRS mediation by submitting the written request included in the packet to Jeanne Erikson Counseling & Coaching. Jeanne Erikson Counseling & Coaching arranges, schedules, and conducts the mediation conference. It is usually scheduled within 30 days, but it must be held within 60 days from the date on which a party's request to initiate mediation is received. The typical conference lasts two hours. A second meeting may occur in some cases.

Parties have the right to seek out other mediation service providers. Fees may vary.

Role of Attorney

Although parties to the mediation have the right to be represented by counsel, attorneys do not have to participate in the mediation conference. You may wish to inform your attorney of your intent to mediate. Your attorney can provide advice and counsel.

Mediation is...

- **Faster**
- **Non-Adversarial**
- **Less Expensive**
- **Successful**

A lawsuit can take anywhere from several months to several years to be decided. As a rule, mediation takes from thirty to sixty days from beginning to end. Statistics show that mediation is successful 75 percent of the time. Because parties typically split fees, no one pays an excessive amount. Litigation focuses on disagreement, and results in win/lose decisions imposed by the judge. Mediation focuses on agreement, and results in a win/win settlement, reached and agreed upon by the parties themselves.

By signing below, I acknowledge that I have been provided and read through this mediation form.

Buyer Date

Seller Date

Buyer Date

Seller Date

Services provided by
Halcyon Therapy
Jeanne Erikson Counseling & Coaching
200 W. Douglas, Suite 555
Wichita, KS 67202
P: 316-776-2317 E: erikson@halcyonict.com

Information provided by
REALTORS® of South Central Kansas
170 W. Dewey
Wichita, Kansas 67202
P: 316.263.3167
www.sckrealtors.com

Wire Fraud Disclosure



CALL BEFORE YOU WIRE FUNDS

Real estate buyers and sellers are targets for wire fraud and many have lost hundreds of thousands of dollars because they failed to take two simple steps.

Obtain the phone number of your real estate agent and your escrow agent at your first meeting.

Call the known phone number to speak directly with your agent or escrow officer to confirm wire instructions PRIOR to wiring

Beware that cyber stalking and fraud are always changing.

Here is an example of a common type of fraud:

An email account (this could be agent's, escrow's, or consumer's email) is hacked. Hacker monitors the account, waiting for the time when consumer must wire funds. Agent, escrow, and consumer have no knowledge they are being monitored. Hacker, impersonating agent or escrow, instructs consumer to wire funds immediately. The wire instructions are for an account controlled by hacker. These instructions often create a sense of urgency and often explain that the agent or escrow officer cannot be reached by phone so any follow-up must be by email. When consumer replies to this email, consumer's email is diverted to hacker. Consumer wires the funds which are stolen by hacker with no recourse for consumer.

Never wire funds without first calling the known phone number for agent or escrow and confirming the wire instructions. Do not rely upon e-mail communications.

The best way to isolate yourself against this fraud is not to utilize electronic means to transfer money pertaining to a real estate transaction (i.e. ETF, wire transfer, electronic check, direct deposit, etc...)

The undersigned hereby acknowledge(s) receipt of this notice and the risks associated with, and the vulnerabilities of electronic transfer of funds. The undersigned further agree that if electronic transfer of funds is utilized in this transaction, they hereby hold the Brokerages, their agents and the designated title company harmless from all claims arising out of inaccurate transfer instructions, fraudulent taking of said funds and/or any other damage relating to the conduct of third parties influencing the implementation of transfer instructions.

Authorized Email Address

Authorized Email Address

Authorized Phone Number

Authorized Phone Number

Consumer Signature & Date

Consumer Signature & Date

Buyer Guide to Auction Costs & Terms

THE BUYER CAN GENERALLY EXPECT TO PAY:

- ½ Owner's Title Insurance Premium from Title Company
- Lender's Title policy premiums (if obtaining financing)
- ½ of the closing fee from the Title Company
- Document preparation (if applicable) from Title Company
- Recording charges for all documents in buyer's name

ONLINE AUCTION: Bidding starts September 7th, 2024 @ 12pm CST. Bidding ends September 15th, 2024 @ 6pm CST. Total purchase price will include a 10% Buyer Premium or \$6,000.00 minimum, whichever is greater, which will be added to the final bid. The Seller is responsible for any prior year taxes. 2024 Taxes will be prorated between the Seller and Buyer based on the 2023 taxes of \$268.74. Earnest money of \$20,000 is non-refundable, and the purchase contract is not contingent upon financing. Earnest money is due in the form of a cashier's check or by wire transfer the first business day after the auction ends and will be applied to the purchase at closing. Closing will be within 30 days of contract execution. \$30,000.00 Non-refundable earnest money if 60 day closing from contract execution. This property is selling AS-IS, WHERE-IS, in its present condition and will be accepted by the Buyer(s) without any expressed or implied warranties or representations from the Seller(s) or their agent(s). The Buyer is responsible for all inspections and due diligence prior to the auction. It is incumbent upon the Buyer(s) to exercise their own due diligence prior to bidding on this property. It is also the responsibility of the prospective Buyer(s) to have any and all inspections completed prior to the start of the auction bidding, including but not limited to the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint and/or lead-based paint hazards; presence of mold or radon gas; presence of asbestos; electrical; mechanical; appliances; heating; air conditioning; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; and any other desired inspections, if any. Information given is from sources deemed reliable but not guaranteed by the Seller(s) or the Realtor(s). All documents will be made available online to prospective buyers prior to the auction. If documents are not understood, the broker recommends the buyer seek legal advice prior to bidding. Your bid participation acknowledges the acceptance of all documents. Announcements made online or orally prior to the auction will take precedence over any previous statements, printed materials, or oral information. The successful winning Bidder(s) will be required to sign all necessary legally binding purchase documents immediately upon conclusion of the auction. In the event of any technological errors, Knowlton Group Real Estate is not responsible for any missed lots and/or bids. Said company reserves the right to re-run and/or pause/restart the bidding at any point in time at the discretion of said company.

Privacy & Security

Privacy and Security

Dockers Auction with Knowlton Group Real Estate does not share or sell information about our customers to outside companies. We work closely with our auction vendor to safeguard your information. It is our policy to never sell information about our customers.

We require personal contact information to provide you with better service and keep you informed of the status of the auction.

Here is what we do with the information we collect:

- Internal record keeping
- Alerting you of the status of the auction
- We may periodically send promotional emails about new auctions, special offers, or other information which we think you may find interesting using the email address and cell phone number which you have provided.

Security

We are committed to ensuring that your information is secure. To prevent unauthorized access or disclosure, we have put in place physical, electronic, and managerial procedures to safeguard and secure the information we collect online.

We restrict access to personal information about you only to those who need to know that information to provide products or services.