



AUCTION

PROPERTY INFORMATION



WEIGAND ONLINE AUCTION

SITE SIZE:
3,482 sf

BUILDING SIZE:
2,385 SF

TRAFFIC COUNTS:
1,788 VPD

2023 TAXES
GEN: \$609.04
SPE: \$0

DEMOGRAPHICS

5 MILES

POP: 1,079
AVG. HH INCOME: \$75,571
MEDIAN AGE: 43.5
TOTAL BUSINESSES: 68

YEAR BUILT:
1910

Online Only Auction

BIDDING BEGINS CLOSING

THURSDAY OCT. 15TH, 2024 @ 2:00 PM

RETAIL OPPORTUNITY ON MAINE STREET CALDWELL

We are excited to present 11 N. Main, Caldwell, KS, for online auction. This two-story, approximately 2,385 sq. ft. property offers an exceptional opportunity for a brick-and-mortar business on Main Street, with residential or office potential on the second floor. Situated across from the post office and near essential businesses like the grocer and pharmacy, this property enjoys high foot traffic and convenient street-side parking, making it an ideal choice for entrepreneurs or investors looking for a prime retail space.



Kevin Howell, Certified Auctioneer
316-292-3971 | khowell@weigand.com





AUCTION

PROPERTY INFORMATION

TABLE OF CONTENTS

PROPERTY RECORD CARD.....	3-5
TAXES AND APPRAISALS.....	6-7
DEEDS.....	8-20
AERIAL.....	21
DEMOGRAPHICS.....	22-24
BROKER REGISTRATION FORM.....	25



Kevin Howell, Certified Auctioneer
316-292-3971 | khowell@weigand.com



[Print Page](#)

These Links May Require Adobe Acrobat Reader, Click [here](#) to Download it.

[View Tax Information](#) --- [View Sketch](#) --- [View Property Image](#) --- [View GIS Map](#) --- [Back to Search Page](#) --- [Home](#)

The Parcel Number for this Property is 096-321-02-0-10-35-009.00-0
Quick Ref ID: 16910

Owner Information

Owner Name	ERVIN;FAM TR
Address	11 N MAIN ST CALDWELL, KS 67022

Property Situs Address

Address	11 N MAIN ST, Caldwell, KS 67022
----------------	----------------------------------

Land Based Classification System

Function	Downtown row store
Activity	Goods-oriented shopping
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Commercial & Industrial - C
Living Units	
Zoning	
Neighborhood	570
Tax Unit Group	003

2024 Appraised Value

Class	Land	Building	Total
Commercial & Industrial - C	3,180	7,750	10,930
Total	3,180	7,750	10,930

2023 Appraised Value

Class	Land	Building	Total
Commercial & Industrial - C	2,720	7,420	10,140
Total	2,720	7,420	10,140

Tract Description

ORIGINAL TOWN,CALDWELL, S02, T35, R03W, S1.12' LT 105 & N23.25' LT 107 ON MAIN ST Lot Width: 024.3 Lot Depth: 140.0 Deed Book/Page 0764/0304 0506/0644

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
0994	0655	0918	0241	0764	0304	0506	0644

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	Primary Site - 1	3482										3,180

General Commercial Building Information

General Building Information	
LBCS Structure Code	Downtown row store
Bldg No.	1
Building Name	
Identical units	1
No. of Units	
Unit Type	
MS Mult	
MS Zip	

Apartment Data								
	1	2	3	4	5	6	7	8
Units								
BR Type								
Baths								

Commercial Building Sections & Basements

Sec	Occupancy	MSCIs	Rank	Yr Blt	Eff Yr	Levels	Stories	Area	Perim	Hgt	Phys	Func	Econ	OVR%	Rsn	Inc Use	Net Area	Cls	RCN	%Gd	Value
1	Mixed Retail w/ Office Units	M	1.33	1910		01/01		1,185	102	10	2	2				039			153,152	6	9,190
1	Mixed Retail w/ Office Units	M	1.33	1910		02/02		1,200	98	10	1	0				086			132,370	1	1,320

Commercial Building Section Components

Sec	Code	Units	Pct	Size	Other	Rank	Year
1	Warmed and Cooled Air		100				
1	Brick, Solid		27				
1	Concrete Block		73				
1	Porch, Slab w/ Roof	15					
1	No HVAC		100				
1	Brick, Solid		24				
1	Concrete Block		76				

Other Building Improvements

Id	Occupancy	MSCIs	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls	RCN	%Gd	Value
08	Prefabricated Storage Shed	S	1.33	1	1910			792		8		1	2	2					7,833	18	1,410

These Links May Require Adobe Acrobat Reader, Click [here](#) to Download it.

[View Tax Information](#) --- [View Sketch](#) --- [View Property Image](#) --- [View GIS Map](#) --- [Back to Search Page](#) --- [Home](#)

Parcel Search powered by  **Aumentum**
TECHNOLOGIES

Tax History Inquiry for ERVIN;FAM TR

[View Parcel Information](#) --- [Tax Search Page](#)

Property Address											
11 N MAIN ST											
Tax ID		Sec-Twn-Rng	Sub	Blk	Lot	Description				Parcel Id/Cama	Parcel Classes
2023 RealEstate - CC0148		02-35-03W	CALDWELL ORIGINAL TOWN			ORIGINAL TOWN,CALDWELL, S02, T35, R03W;; S1.12' LT 105 & N23.25' LT 107 ON MAIN; ST				321-02-0-10-35-009.00-0	Commercial Real Estate
Tax Unit	USD	Cty/Twn	Assessed Valuation	Mill Levy	Ad Valorem	Special Assessments	Total Tax	Total Paid	Dlq	Book-Page	Date of Transfer
003	360	CALDWELL	\$2535	240.248	\$609.04	\$0	Amount \$609.04	Amount \$0	No	0764 - 0304	07/08/87

[Click here for Additional Years](#)

Tax ID	Sec-Twn-Rng	Sub	Blk	Lot	Description			Parcel Id/Cama	Parcel Classes
2022 RealEstate - CC0148	02-35-03W	CALDWELL ORIGINAL TOWN			ORIGINAL TOWN,CALDWELL, S02, T35, R03W;; S1.12' LT 105 & N23.25' LT 107 ON MAIN; ST			321-02-0-10-35-009.00-0	Commercial Real Estate
Tax Unit	USD	Cty/Twn	Assessed Valuation	Mill Levy	Ad Valorem	Special Assessments	Total Tax	Total Paid	Dlq
003	360	CALDWELL	\$2253	219.021	\$493.46	\$0	Amount \$493.46	Amount \$493.46	No

Tax ID	Sec-Twn-Rng	Sub	Blk	Lot	Description			Parcel Id/Cama	Parcel Classes
2021 RealEstate - CC0148	02-35-03W	CALDWELL ORIGINAL TOWN			ORIGINAL TOWN,CALDWELL, S02, T35, R03W;; S1.12' LT 105 & N23.25' LT 107 ON MAIN; ST			321-02-0-10-35-009.00-0	Commercial Real Estate
Tax Unit	USD	Cty/Twn	Assessed Valuation	Mill Levy	Ad Valorem	Special Assessments	Total Tax	Total Paid	Dlq
003	360	CALDWELL	\$2310	222.898	\$514.9	\$0	Amount \$514.9	Amount \$514.9	Yes

Tax ID	Sec-Twn-Rng	Sub	Blk	Lot	Description				Parcel Id/Cama	Parcel Classes
2020 RealEstate - CC0148	02-35-03W	CALDWELL ORIGINAL TOWN			ORIGINAL TOWN,CALDWELL, S02, T35, R03W;; S1.12' LT 105 & N23.25' LT 107 ON MAIN; ST				321-02-0-10-35-009.00-0	Commercial Real Estate

Tax Unit	USD	Cty/Twn	Assessed Valuation	Mill Levy	Ad Valorem	Special Assessments	Total Tax	Total Paid	Dlq
003	360	CALDWELL	\$2178	228.452	\$497.58	\$0	Amount \$497.58	Amount \$497.58	Yes

Tax ID	Sec-Twn-Rng	Sub	Blk	Lot	Description			Parcel Id/Cama	Parcel Classes
2019 RealEstate - CC0148	02-35-03W	CALDWELL ORIGINAL TOWN			ORIGINAL TOWN,CALDWELL, S02, T35, R03W;; S1.12' LT 105 & N23.25' LT 107 ON MAIN; ST			321-02-0-10-35-009.00-0	Commercial Real Estate
Tax Unit	USD	Cty/Twn	Assessed Valuation	Mill Levy	Ad Valorem	Special Assessments	Total Tax	Total Paid	Dlq
003	360	CALDWELL	\$3468	219.524	\$761.32	\$0	Amount \$761.32	Amount \$761.32	Yes

[View Parcel Information](#) --- [Tax Search Page](#)

Tax Search powered by  **Aumentum**[™]
TECHNOLOGIES

Commitment Cover Page

Order Number: **3087380**

Delivery Date: **07/29/2024**

Property Address: **11 N. Main, Caldwell, KS 67022**

For Closing Assistance

Deborah Beck
727 N Waco Ave
Ste 300
Wichita, KS 67203
Office: (316) 267-8371
dbeck@security1st.com

Karina Wyatt
727 N Waco Ave
Ste 300
Wichita, KS 67203
Office: (316) 267-8371
kwyatt@security1st.com

For Title Assistance

Jodie A. Heath
116 E. Harvey Avenue
Wellington, KS 67152
Office: (620) 326-7460
jaheath@security1st.com

Seller/Owner

A Legal Entity, To Be Determined
Delivered via: No Commitment Delivery

Ordering Customer

J.P. Weigand & Sons, Inc. - Market St.
Attention: Taylor Hake
150 N. Market
Wichita, KS 67202
(316) 292-3970 (Work)
thake@weigand.com
Delivered via: Electronic Mail

Agent for Seller

J.P. Weigand & Sons, Inc. - Market St.
Attention: Kevin N Howell
150 N. Market
Wichita, KS 67202
(316) 262-6400 (Work)
khowell@weigand.com
Delivered via: Electronic Mail

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Title Fee Invoice

Date:	07/29/2024	Buyer(s):	A Legal Entity, To Be Determined
Order No.:	3087380	Seller(s):	The Ervin Family Trust, dated 1/20/2017
Issuing Office:	Security 1st Title 116 E. Harvey Avenue Wellington, KS 67152	Property Address:	11 N. Main, Caldwell, KS 67022

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (\$1,000.00)	\$415.00
	Total \$415.00
If Security 1st Title will be closing this transaction, the fees listed above will be collected at closing. Otherwise, please remit payment to the issuing office above.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Vesting Documents:

[Sumner county at book 994 page 655](#)

Tax Information:

[CC0148](#)

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





ALTA COMMITMENT FOR TITLE INSURANCE
issued by
First American Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.


COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, FIRST AMERICAN TITLE INSURANCE COMPANY, a California Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

Issuing Agent: Security 1st Title

 Security 1st Title
Jodie A. Heath
(620) 326-7460 (Work)
(620) 326-2357 (Work Fax)
jaheath@security1st.com



Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title	Buyer:	A Legal Entity, To Be Determined
Issuing Office:	116 E. Harvey Avenue Wellington, KS 67152	Title Contact:	Jodie A. Heath (620) 326-7460 (Work) (620) 326-2357 (Work Fax) jaheath@security1st.com
ALTA Universal ID:	1010831		
Loan ID Number:			
Commitment No.:	KS-C3087380-DB		
Property Address:	11 N. Main Caldwell, KS 67022		

SCHEDULE A

1. Commitment Date:

07/24/2024 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

\$1,000.00

Proposed Insured: A Legal Entity, To Be Determined

The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

The Ervin Family Trust, dated 1/20/2017

5. The Land is described as follows:

South 1.12 Ft. of Lot 105, and the North 23.5 Ft. of Lot 107, Main Street, City of Caldwell, Sumner County, Kansas

Security 1st Title, LLC

By:



SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, and recorded in the Public Records.
5. **For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in the Conditions, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.**
6. **Our search of the public records does not disclose a mortgage/deed of trust on the property. We must be advised if you have any knowledge of an unreleased mortgage/deed of trust, recorded or unrecorded. The Company reserves the right to make such further requirements as it deems necessary.**
7. **Furnish for our approval a Certification of Trust that is given pursuant to KSA 58a-1013 of the Kansas Uniform Trust Code, which may be executed by any of the current trustees of the The Ervin Family trust, dated 1/20/2017.**

In the alternative, we may be provided with said Trust together with all amendments thereto. We reserve the right to make additional requirements we deem necessary.

8. **File a Trustee's Deed from The Ervin Family Trust, dated 1/20/2017 to A Legal Entity, To Be Determined.**

NOTE: Said instrument must make reference to the terms and provisions of the Trust Agreement; be made pursuant to the powers conferred by said Agreement; state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked, and finally, recite the full consideration being received.

9. **Provide this company with a properly completed and executed Owner's Affidavit.**

10. Recording Information for Kansas Counties:

Deed: \$21.00 (first page) + \$17.00 (each additional page)

Mortgage: \$21.00 (first page) + \$17.00 (each additional page)

Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)

Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)

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

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

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

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





SCHEDULE B, PART II—Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **General taxes and special assessments for the year 2023 in the amount of \$609.04, Delinquent.**

Property ID # CC0148

8. **Rights or claims of parties in possession not shown by the public records.**
9. **The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charge for same shall have been paid.**



COMMITMENT CONDITIONS

1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.
 3. The Company’s liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions.
 4. **COMPANY’S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





Privacy Notice

Last Updated and Effective Date: December 1, 2023

First American Financial Corporation and its subsidiaries and affiliates (collectively, “First American,” “we,” “us,” or “our”) describe in our full privacy policy (“Policy”), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, and disclose your personal information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Policy is posted (“Sites”); (2) when you use our products and services (“Services”); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method (“Communications”); (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies (“Third Parties”); and (5) when you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services (“B2B”). This shortened form of the Policy describes some of the terms contained in the Policy.

The Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that the Policy does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy policy can be found [here](#).

What Type Of Personal Information Do We Collect About You? We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Personal Information? We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

How Do We Use Your Personal Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Disclose Your Personal Information? We do not sell your personal information or share your personal information for cross-context behavioral advertising. We may, however, disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; (3) to service providers and contractors; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we disclose your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Personal Information? The security of your personal information is important to us. That is why we take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



How Long Do We Keep Your Personal Information? We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Policy. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

Changes to Our Policy We may change the Policy from time to time. Any and all changes to the Policy will be reflected on this page and in the full Policy, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE POLICY.**

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. [To learn more, please visit https://www.firstam.com/privacy-policy/](https://www.firstam.com/privacy-policy/).

Contact Us: dataprivacy@firstam.com or toll free at 1-866-718-0097.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRIVACY POLICY

WHAT DOES SECURITY 1ST TITLE DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Security 1ST Title, LLC, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Security 1st Title, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes —to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes —to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes —information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes —information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. (We do not control their subsequent use of information, and suggest you refer to their privacy notices.)

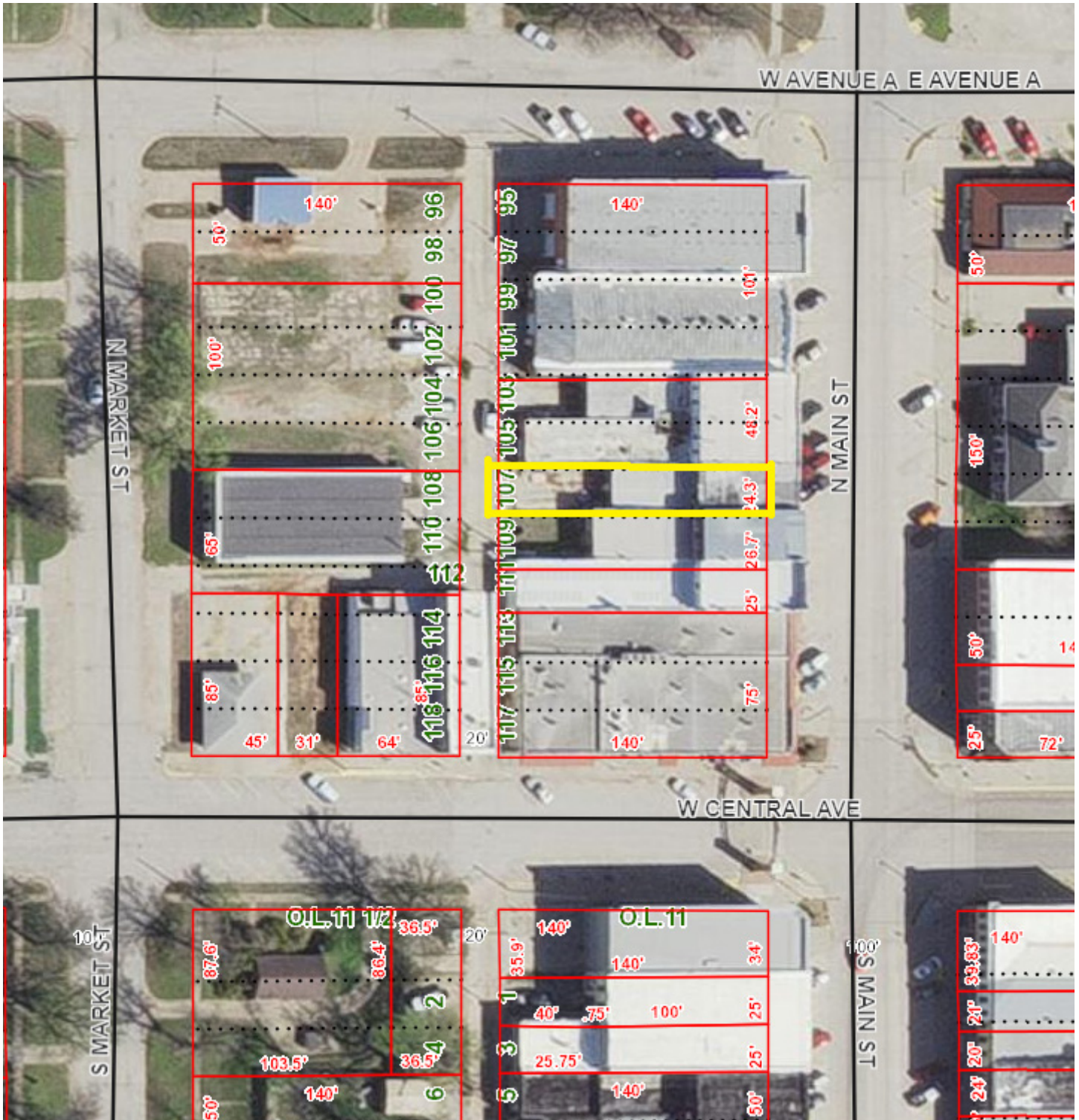
Sharing practices	
How often does Security 1st Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How does Security 1st Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How does Security 1st Title collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> request insurance-related services provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.
Contact Us	If you have any questions about this privacy notice, please contact us at: Security 1st Title, 727 N. Waco, Suite 300, Wichita, KS 67203

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AERIAL



Full Profile

2010-2020 Census, 2024 Estimates with 2029 Projections
Calculated using Weighted Block Centroid from Block Groups

Lat/Lon: 37.033/-97.6074

11 N Main St Caldwell, KS 67022		1 mi radius	5 mi radius	10 mi radius
Population				
2024 Estimated Population		1,079	1,182	1,567
2029 Projected Population		1,066	1,169	1,557
2020 Census Population		1,077	1,149	1,480
2010 Census Population		1,137	1,218	1,598
Projected Annual Growth 2024 to 2029		-0.3%	-0.2%	-0.1%
Historical Annual Growth 2010 to 2024		-0.4%	-0.2%	-0.1%
Households				
2024 Estimated Households		507	549	704
2029 Projected Households		503	545	699
2020 Census Households		495	526	663
2010 Census Households		527	562	716
Projected Annual Growth 2024 to 2029		-0.2%	-0.2%	-0.2%
Historical Annual Growth 2010 to 2024		-0.3%	-0.2%	-0.1%
Age				
2024 Est. Population Under 10 Years		11.4%	11.5%	11.7%
2024 Est. Population 10 to 19 Years		10.5%	10.7%	11.4%
2024 Est. Population 20 to 29 Years		9.7%	9.7%	9.6%
2024 Est. Population 30 to 44 Years		19.0%	18.7%	18.0%
2024 Est. Population 45 to 59 Years		16.0%	16.1%	16.6%
2024 Est. Population 60 to 74 Years		22.0%	22.0%	22.1%
2024 Est. Population 75 Years or Over		11.5%	11.3%	10.6%
2024 Est. Median Age		43.6	43.5	43.4
Marital Status & Gender				
2024 Est. Male Population		47.7%	48.0%	48.9%
2024 Est. Female Population		52.3%	52.0%	51.1%
2024 Est. Never Married		22.7%	22.4%	21.6%
2024 Est. Now Married		40.5%	41.9%	46.5%
2024 Est. Separated or Divorced		21.2%	20.6%	18.5%
2024 Est. Widowed		15.6%	15.1%	13.4%
Income				
2024 Est. HH Income \$200,000 or More		5.2%	5.1%	4.8%
2024 Est. HH Income \$150,000 to \$199,999		7.0%	6.9%	6.6%
2024 Est. HH Income \$100,000 to \$149,999		8.0%	8.7%	11.4%
2024 Est. HH Income \$75,000 to \$99,999		6.8%	7.6%	10.2%
2024 Est. HH Income \$50,000 to \$74,999		25.4%	24.9%	23.0%
2024 Est. HH Income \$35,000 to \$49,999		8.2%	8.4%	9.3%
2024 Est. HH Income \$25,000 to \$34,999		6.4%	6.5%	6.8%
2024 Est. HH Income \$15,000 to \$24,999		13.0%	12.6%	11.2%
2024 Est. HH Income Under \$15,000		20.0%	19.2%	16.7%
2024 Est. Average Household Income		\$74,825	\$75,571	\$78,106
2024 Est. Median Household Income		\$53,787	\$54,913	\$58,743
2024 Est. Per Capita Income		\$35,159	\$35,134	\$35,112
2024 Est. Total Businesses		66	68	74
2024 Est. Total Employees		408	418	460

Full Profile

2010-2020 Census, 2024 Estimates with 2029 Projections
Calculated using Weighted Block Centroid from Block Groups

Lat/Lon: 37.033/-97.6074

11 N Main St Caldwell, KS 67022	1 mi radius	5 mi radius	10 mi radius
Race			
2024 Est. White	94.4%	94.3%	93.8%
2024 Est. Black	0.4%	0.4%	0.5%
2024 Est. Asian or Pacific Islander	0.6%	0.7%	0.8%
2024 Est. American Indian or Alaska Native	0.5%	0.6%	0.6%
2024 Est. Other Races	4.0%	4.1%	4.3%
Hispanic			
2024 Est. Hispanic Population	41	46	64
2024 Est. Hispanic Population	3.8%	3.9%	4.1%
2029 Proj. Hispanic Population	5.5%	5.5%	5.3%
2020 Hispanic Population	3.1%	3.1%	3.3%
Education (Adults 25 & Older)			
2024 Est. Adult Population (25 Years or Over)	799	871	1,142
2024 Est. Elementary (Grade Level 0 to 8)	0.7%	0.8%	1.2%
2024 Est. Some High School (Grade Level 9 to 11)	2.0%	2.1%	2.4%
2024 Est. High School Graduate	35.5%	34.8%	32.5%
2024 Est. Some College	29.7%	29.7%	29.4%
2024 Est. Associate Degree Only	9.1%	9.4%	10.3%
2024 Est. Bachelor Degree Only	11.8%	12.4%	14.2%
2024 Est. Graduate Degree	11.1%	10.8%	9.9%
Housing			
2024 Est. Total Housing Units	615	665	852
2024 Est. Owner-Occupied	62.3%	62.6%	63.4%
2024 Est. Renter-Occupied	20.2%	20.0%	19.3%
2024 Est. Vacant Housing	17.5%	17.4%	17.3%
Homes Built by Year			
2024 Homes Built 2010 or later	-	0.5%	1.9%
2024 Homes Built 2000 to 2009	1.0%	1.3%	2.3%
2024 Homes Built 1990 to 1999	1.9%	2.1%	2.8%
2024 Homes Built 1980 to 1989	8.3%	8.2%	7.7%
2024 Homes Built 1970 to 1979	14.7%	14.2%	12.6%
2024 Homes Built 1960 to 1969	4.2%	4.4%	5.3%
2024 Homes Built 1950 to 1959	12.7%	12.4%	11.7%
2024 Homes Built Before 1949	39.7%	39.5%	38.5%
Home Values			
2024 Home Value \$1,000,000 or More	-	-	-
2024 Home Value \$500,000 to \$999,999	-	0.1%	0.6%
2024 Home Value \$400,000 to \$499,999	0.8%	1.0%	1.8%
2024 Home Value \$300,000 to \$399,999	0.3%	0.7%	2.3%
2024 Home Value \$200,000 to \$299,999	4.4%	4.9%	6.6%
2024 Home Value \$150,000 to \$199,999	10.0%	9.9%	9.7%
2024 Home Value \$100,000 to \$149,999	5.9%	6.5%	8.2%
2024 Home Value \$50,000 to \$99,999	41.9%	41.0%	38.0%
2024 Home Value \$25,000 to \$49,999	18.0%	17.5%	16.2%
2024 Home Value Under \$25,000	18.8%	18.2%	16.6%
2024 Median Home Value	\$63,536	\$65,930	\$73,449
2024 Median Rent	\$407	\$415	\$440

Full Profile

2010-2020 Census, 2024 Estimates with 2029 Projections
Calculated using Weighted Block Centroid from Block Groups

Lat/Lon: 37.033/-97.6074

11 N Main St Caldwell, KS 67022	1 mi radius	5 mi radius	10 mi radius
Labor Force			
2024 Est. Labor Population Age 16 Years or Over	888	971	1,278
2024 Est. Civilian Employed	57.2%	57.1%	56.9%
2024 Est. Civilian Unemployed	3.2%	3.0%	2.3%
2024 Est. in Armed Forces	-	-	-
2024 Est. not in Labor Force	39.6%	39.9%	40.8%
2024 Labor Force Males	46.3%	46.7%	47.9%
2024 Labor Force Females	53.7%	53.3%	52.1%
Occupation			
2024 Occupation: Population Age 16 Years or Over	483	528	697
2024 Mgmt, Business, & Financial Operations	15.7%	15.8%	16.1%
2024 Professional, Related	14.9%	15.0%	15.6%
2024 Service	16.1%	16.3%	16.8%
2024 Sales, Office	24.5%	24.0%	22.4%
2024 Farming, Fishing, Forestry	1.8%	1.9%	2.0%
2024 Construction, Extraction, Maintenance	10.4%	10.3%	10.2%
2024 Production, Transport, Material Moving	16.5%	16.6%	16.9%
2024 White Collar Workers	55.1%	54.9%	54.1%
2024 Blue Collar Workers	44.9%	45.1%	45.9%
Transportation to Work			
2024 Drive to Work Alone	65.9%	66.8%	69.7%
2024 Drive to Work in Carpool	19.2%	18.5%	16.3%
2024 Travel to Work by Public Transportation	-	-	-
2024 Drive to Work on Motorcycle	-	-	-
2024 Walk or Bicycle to Work	5.1%	5.0%	4.5%
2024 Other Means	0.2%	0.4%	1.0%
2024 Work at Home	9.6%	9.3%	8.5%
Travel Time			
2024 Travel to Work in 14 Minutes or Less	45.8%	44.6%	40.9%
2024 Travel to Work in 15 to 29 Minutes	2.7%	4.6%	10.6%
2024 Travel to Work in 30 to 59 Minutes	26.6%	27.0%	28.0%
2024 Travel to Work in 60 Minutes or More	24.8%	23.8%	20.5%
2024 Average Travel Time to Work	29.4	29.0	27.7
Consumer Expenditure			
2024 Est. Total Household Expenditure	\$31.02 M	\$33.62 M	\$43.19 M
2024 Est. Apparel	\$1.07 M	\$1.16 M	\$1.49 M
2024 Est. Contributions, Gifts	\$1.75 M	\$1.89 M	\$2.43 M
2024 Est. Education, Reading	\$964.18 K	\$1.04 M	\$1.33 M
2024 Est. Entertainment	\$1.73 M	\$1.88 M	\$2.42 M
2024 Est. Food, Beverages, Tobacco	\$4.78 M	\$5.18 M	\$6.66 M
2024 Est. Furnishings, Equipment	\$1.07 M	\$1.17 M	\$1.5 M
2024 Est. Health Care, Insurance	\$2.89 M	\$3.14 M	\$4.04 M
2024 Est. Household Operations, Shelter, Utilities	\$10.16 M	\$11 M	\$14.1 M
2024 Est. Miscellaneous Expenses	\$583.94 K	\$633 K	\$814.27 K
2024 Est. Personal Care	\$414.42 K	\$449.31 K	\$578.23 K
2024 Est. Transportation	\$5.6 M	\$6.07 M	\$7.84 M



Weigand Auction
Broker Registration Form

J.P. Weigand & Sons, Inc.
150 N. Market
Wichita, KS 67202
(316) 262-3970
Email: khowell@weigand.com
CC: thake@weigand.com

Brokerage Company Name: _____
Brokerage License Number: _____ Telephone Number: _____
Address: _____
City: _____ State: _____ Zip: _____
Real Estate Agent's Name: _____
Real Estate Agent's License Number: _____ State: _____
Real Estate Agent's Email: _____
Buyer's Broker/Licensee, if applicable, is functioning as:

☐ Agent of the Buyer

☐ Transaction Broker

☐ Designated Buyer's Agent*

*Supervising Broker acts as a Transaction Broker

Auction Property/Location: 11 N. Main, Caldwell, KS 67022

Auction Date: October, 15, 2024

Print Name of Prospective Bidder _____

(Company, Joint Venture, Trustee Name(s):

(individual, signing on behalf of buying entity):

3% Broker Participation Fee

To qualify for the 3% Broker Participation Fee, the real estate broker(s) properly registered prospect must be the high bidder, as well as purchase and close on the auction property(s) registered above. Further, the broker must: Be an active, duly licensed in the State of Kansas, real estate broker, not prohibited by law, or Seller's policies and regulations, from participating.

In the case of multiple registrations of the same Prospective Bidder by different brokers, the first registration received by J.P. Weigand & Sons, Inc. will be recognized. The Broker may submit only one Broker Registration Form per auction and with only one Prospective Bidder. The real estate agent must attend live auctions with the Prospective Bidder. If a cooperating broker has not met all of the requirements. No commission will be paid, even if its Prospective Bidder purchases the property.

Broker and Buyer(s) acknowledge and agree that Seller and Auctioneer have not made and hereby specifically disclaims any warranty, guarantees or representation, oral or written, past, present or future of, as, to, or concerning, (i) the nature, square footage, condition, value, or quality of property, including but not by way of limitation, the water, soil, & geology and suitability of the property for any and all activities & uses the Buyer may elect to conduct thereon. Broker and Buyer(s) each hereby agree to indemnify and hold harmless the Auctioneer from and against any and all claims with respect to this transaction. This indemnification agreement of the properties shall survive the closing.

By signing below, we certify that we have both read the above terms and conditions of this registration, the terms and conditions of the auction brochure and due diligence package (if any), and agree to defend and hold J.P. Weigand & Sons, Inc. and Seller harmless if there is a claim by any other broker with this prospective bidder.

Broker Registration Forms must be received by J.P. Weigand & Sons, Inc. 24 hours before Prospective Bidder begins bidding.

Broker

Prospective Bidder

By: _____
Date: _____

By: _____
Date: _____

Received and Acknowledged by J.P. Weigand & Sons, Inc.

By: _____ Date/Time: _____