Property Information Packet







3717 E Murdock Street, Wichita, KS 67208

Saturday, March 26th | 2:00 PM | Live w/Online Bidding Pre-Bidding Begins | 2:00 PM | Saturday, March 16th



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Auction Terms & Conditions

This is a RESERVE AUCTION, Final Bid is subject to the Sellers Confirmation. BROKER/AGENT PARTICIPATION IS RECOGNIZED AND A 3.0% COMMISSION IS BEING OFFERED TO THE BUYERS' BROKER/AGENT PRE-REGISTERING THE SUCCESSFUL BUYER. CONTACT THE LISTING BROKER FOR PRE-REGISTRATION MATERIALS. All information deemed reliable but not guaranteed. Verify school information. TOTAL PURCHASE PRICE WILL INCLUDE A 10% BUYER'S PREMIUM WHICH WILL BE ADDED TO THE FINAL BID. The property is being sold "AS-IS, WHERE-IS" and without warranty or guarantee of any kind. Each potential buyer is encouraged to perform his/her own independent inspections, investigations and due diligence concerning the described property completed prior to bidding. Descriptions are believed to be accurate but are not guaranteed. All announcements made the day of sale supersede any and all printed material. The seller is offering no other terms or contingencies. Buyers are encouraged to seek financing, just understand your bidding is not contingent on financing, appraisal or inspections. A non-refundable deposit of \$2500.00 is due the day of auction and upon the execution of the purchase agreement. Deposit may be in the form of a Cashier's Check, Personal Check, ACH Deposit or Cash.

Click photo to enlarge or view multi-photos.



Residential Agent Full

Address 2

Middle School

County

Area

MLS# 608016 **AG Bedrooms** 5 Status Active **Total Bedrooms** 5.00 Type Single Family OnSite Blt AG Full/Half Bath 2 11 Address 3717 E Murdock St T Full/T Half/T Baths 4

> Wichita 67208 KS Approx BFA/Src 518.00 Sedgwick **Approx TFLA** 3,444 414 **Garage Size** 2 SLEEPY HOLLOW-COLLEGE **Original Price** \$0

Approx AGLA/Src

Approximate Age

Subdivision **Asking Price** Levels 2 Story College Hill Yes - Partially Finished Elem School **Basement**

High School East Year Built 1933 Lot Size/SqFt 9.294 City Lot Acreage Range 0.21 Sale/Rent/Auctio Auction **Number of Acres**

Congral Info

Robinson

| | | | | | neral into | | | |
|-------|----------------|--------------|--------|---------------------|-------------|-------------------------|--|-------------|
| Level | Room Type | Dimensions | Floor | Display on Public W | ebsite | Yes | Display Address | Yes |
| U | Master Bedroom | 18.2 x 11.9 | Wood | VOW: Allow 3rd Part | ty Comm | Yes | VOW: Allow AVM | Yes |
| M | Living Room | 31.3 x 15.11 | Wood | Est. Completion Dat | е | | | |
| M | Kitchen | 13.3 x 6.8 | Lamina | Builder | | | | |
| M | Kitchen | 11.9 x 11.1 | Lamina | Parcel ID | | 20173-00155726 | | |
| M | Dining Room | 14.1 X 12.1 | Wood | \$/TFLA | \$0.00 | | | |
| M | Family Room | 26.6 X 10.10 | Lamina | \$/AGLA | \$0.00 | | | |
| U | Bedroom | 18.3 X 12 | Wood | AG OTHER ROOMS | | | | |
| U | Bedroom | 12.1 X 11.4 | Wood | Legal Directions | | | lock 2 Sleepy Hollow Add Roosevelt N to Murdock | |
| U | Bedroom | 14 X 12.1 | Wood | Old Total Baths | riorar on r | inioido to oominai E te | Troubbron it to managen | E to florid |
| U | Bedroom | 12 X 11.4 | Wood | | | | | |
| В | Rec. Room | 29.3 X 14.5 | Concre | | | | | |
| M | Foyer | 6.10 X 6.8 | Wood | | | | | |

APPLIANCES Dishwasher, Refrigerator, Range/Oven

BASEMENT FINISH 1 Bath, Bsmt Storage

EXTERIOR AMENITIES Deck, Fence-Wood, Guttering

INTERIOR AMENITIES Decorative Fireplace, Fireplace Doors/Screens, Hardwood Floors, Wet Bar, Laminate - Other

ARCHITECTURE Colonial, Traditional

EXTERIOR CONSTRUCTION Vinyl/Metal Siding

LOT DESCRIPTION Irregular **COOLING** Central, Electric

KITCHEN FEATURES Eating Bar, Pantry

MASTER BEDROOM Master Bedroom Bath, Shower/Master Bedroom, Two Sinks

LAUNDRY Basement, 220-Electric, Wash Sink

BASEMENT / FOUNDATION Partial, Std Bsmt Window no-egress

OWNERSHIP Individual

WARRANTY No Warranty Provided

FLOOD INSURANCE Unknown

ROOF Composition

FRONTAGE Paved Frontage **HEATING** Forced Air, Gas

FIREPLACE Living Room, Family Room, Rec Room/Den, Gas, Woodburning

DINING AREA Eating Space in Kitchen, Formal

UTILITIES Natural Gas, Private Water

GARAGE Detached

POSSESSION At Closing

DOCUMENTS ON FILE Documents Online, Lead Paint, Sellers Prop.

Disclosure, Other/See Remarks

| | | Taxes | & Financing | - | |
|-----------------|--------|---------------------------|---------------|---------------------------|--------------------|
| | | General Property Tax | es \$3,474.73 | General Tax Year | 2021 |
| Yearly Specials | \$7.90 | Total Specials | \$0.00 | Currently Rented Y/N | No |
| Yearly HOA Dues | \$0.00 | HOA Initiation Fee | \$0.00 | Earnest \$ Deposited With | Security 1st Title |

Auction Info

Auction Location PenFedAuctions.

1 - Open for Preview Yes

2 - Open for Preview Yes

3 - Open for Preview Broker Registration Reg Yes Earnest Money Y/N Yes

Type of Auction Sale Reserve

1 - Open/Preview Date 4/3/2022

2 - Open/Preview Date 4/10/2022 3 - Open/Preview Date

Earnest Amount %/\$ 2,500.00

Method of Auction Live w/Online Bidding

Auction Date 4/23/2022 **Auction End Date**

1 - Open Start Time 2:00 PM

Buyer Premium Y/N Yes

2 - Open Start Time 2:00 PM 3 - Open Start Time

Auction Offering Real Estate Only Auction Start Time 2:00 PM

1 1

15

/ Court House

/ Court House

2926

81+ Years

Auction End Time

1 - Open End Time 4:00 PM 2 - Open End Time 4:00 PM 3 - Open End Time

Premium Amount 10.00

Terms of Sale

Property being sold "AS-IS-WHERE-IS". subject to RESERVE and Seller confirmation - Certified funds due at closing, Seller is offering no contingencies, Buyer and/or Buyer's Agent should review complete terms and conditions online, in the MLS, and all attached documents.

Public Remarks Excellent opportunity to purchase an equity builder or flip property. This home offers 5 Bedrooms, 4 1/2 Baths, with a detached 2 Car Garage, in the highly desirable Sleepy Hollow Subdivision. Don't miss this opportunity to bring new life back into this Dutch Colonial style home. **LIVE AUCTION w/LIVE AND ONLINE BIDDING **THIS PROPERTY IS BEING OFFERED FOR AUCTION ON APRIL 23rd, 2022. BROKER/AGENT PARTICIPATION IS RECOGNIZED AND A 3 % REFERRAL COMMISSION IS BEING OFFERED TO THE BUYERS' BROKER/AGENT PRE-REGISTERING THE SUCCESSFUL BUYER. CONTACT THE LISTING BROKER FOR PRE-REGISTRATION MATERIALS. TOTAL PURCHASE PRICE WILL INCLUDE A 10% BUYER'S PREMIUM WHICH WILL BE ADDED TO THE FINAL BID. THIS IS A RESERVE AUCTION, Sale is subject to seller confirmation. The property is being sold "AS-IS, WHERE-IS" and without warranty or guarantee of any kind. Each potential buyer is encouraged to perform his/her own independent inspections, investigations and due diligence concerning the described property. It is the buyer's responsibility to have any and all desired inspections completed prior to bidding. Descriptions are believed to be accurate but are not guaranteed. All announcements made day of sale supersede any and all printed material. The seller is offering no other terms or contingencies. Final bid is subject to confirmation and acceptance by the Seller. Buyers are encouraged to seek financing, just understand your bidding is NOT contingent on financing or inspections. Total purchase price will include a 10% buyer's premium added to the final bid. A non-refundable deposit of \$2500 is due the day of auction and upon the execution of the purchase agreement. Closing to take place with Security First Title, Preliminary Title Work is available for review. Deposit may be in the form of a Cashier's Check, Personal Check or Cash. See listing agent for additional details regarding the auction.

Private Remarks **LIVE AUCTION w/LIVE AND ONLINE BIDDING **THIS PROPERTY IS BEING OFFERED FOR AUCTION ON APRIL 23rd, 2022 . BROKER /AGENT PARTICIPATION IS RECOGNIZED AND A 3 % REFERRAL COMMISSION IS BEING OFFERED TO THE BUYERS' BROKER/AGENT PRE-REGISTERING THE SUCCESSFUL BUYER. CONTACT THE LISTING BROKER FOR PRE-REGISTRATION MATERIALS. TOTAL PURCHASE PRICE WILL INCLUDE A 10% BUYER'S PREMIUM WHICH WILL BE ADDED TO THE FINAL BID. THIS IS A RESERVE AUCTION, Sale is subject to seller confirmation . The property is being sold "AS-IS, WHERE-IS" and without warranty or guarantee of any kind. Each potential buyer is encouraged to perform his/her own independent inspections, investigations and due diligence concerning the described property. It is the buyer's responsibility to have any and all desired inspections completed prior to bidding. Descriptions are believed to be accurate but are not guaranteed. All announcements made day of sale supersede any and all printed material. The seller is offering no other terms or contingencies. Final bid is subject to confirmation and acceptance by the Seller. Buyers are encouraged to seek financing, just understand your bidding is NOT contingent on financing or inspections. Total purchase price will include a 10% buyer's premium added to the final bid. A non-refundable deposit of \$2500 is due the day of auction and upon the execution of the purchase agreement. Closing to take place with Security First Title, Preliminary Title Work is available for review. Deposit may be in the form of a Cashier's Check, Personal Check or Cash.

Virtual Tour

| | | Office and Sho | wing Information | | |
|--------------------------|---------------------------------------|---------------------|-----------------------|--------------------------|-----------------------|
| | | | | List Date | 3/2/2022 |
| List Office | Berkshire Hathaway PenFed Realty | Office Phone | OFF: 316-636-2323 | Expiration Date | 6/30/2022 |
| List Agent | Dave Brown | Agent Phone | CELL: 316-461-6297 | Sub-Agent Comm | 0 |
| Co-List Office | Berkshire Hathaway PenFed Realty | Co-Office Phor | ne OFF: 316-636-2323 | Buyer-Broker Com | m 3 |
| Co-List Agent Larry Lane | | Co-Agent Phor | ne CELL: 316-247-0264 | Trans Broker Comr | n 3 |
| DOM / CDOM | 0 /0 | Virtual Tour | | Variable Comm | Non-Variable |
| Type of Listing | Excl Right w/o Reserve / Full Service | | | Agent Type | Designated Sell Agent |
| To Show | Appt Req-Call Showing # | Showing Phon | e 316-945-7400 | Input Date | 3/2/2022 12:01 PM |
| Lockbox | SCKMLS | Model Home P | h | Showing/Appt | |
| How Sold | | Pending Date | | Closing Date | |
| Net Sold Price | | Includes Lot | | Previously Listed | |
| Sale Price | | | | Short Sale | |
| Sell Office | | Sell Agent | | | |
| Co-Sell Office | | Co-Sell Agent | | | |
| Appraiser Name | | Seller Paid Loa | n Asst. | | |

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 2022 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.



Date

Special Assessment Disclosure

In reference to the real property commonly known as: 3717 E Murdock

Kansas law, statute 12-6a20, requires that the Seller disclose the existence of special assessments or fees against a property. The Seller hereby discloses the following information:

| 3717 E M PIN: 001 | URDOCK AVE WICH 55726 | HITA | | | | | |
|----------------------|---------------------------------------|--------------------------------------|--|--|--------------|---------------------------|-------|
| Many pro records | perties consist that may be ass | of more than or sociated with the | ne real estate ta e property, pleas | ex record. To ass se view the Sedgw | ist you in r | esearching Map Portal. | other |
| 2021 Tax | Year Special A | Assessments | | | | | |
| Project | De | escription | | Principal | Interest | Total | |
| 2639 F | COUNTY SOLID | WASTE SOLID WAS | TE USER FEE | \$0.00 | \$0.00 | \$7.90 | |
| | | | Totals: | \$0.00 | \$0.00 | \$7.90 | |
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| | Buyer | | Sell | er | | | |
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Date

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

Lead Warning Statement

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

| ام؟ | ller's Disclosure | |
|-----|--|--------------|
| | Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below): | |
| (G) | (i) Known lead-based paint and/or lead-based paint hazards are present in the ho (explain). | using |
| | | |
| | (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in | the housing. |
| (b) | Records and reports available to the seller (check (i) or (ii) below): | O |
| | (i) Seller has provided the purchaser with all available records and reports pertaining based paint and/or lead-based paint hazards in the housing (list documents bel | |
| | A 1 O. | |
| | (ii) C Seller has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing. | d paint |
| Pu | rchaser's Acknowledgment (initial) | |
| (c) | Purchaser has received copies of all information listed above. | |
| (d) | Purchaser has received the pamphlet Protect Your Family from Lead in Your Home. | |
| (e) | Purchaser has (check (i) or (ii) below): | |
| | (i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risment or inspection for the presence of lead-based paint and/or lead-based paint | |
| | (ii) waived the opportunity to conduct a risk assessment or inspection for the present lead-based paint and/or lead-based paint hazards. | ence of |
| Αø | ent's Acknowledgment (initial) | |
| (f) | Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d aware of his/her responsibility to ensure compliance. | and is |
| Ce | rtification of Accuracy | |
| The | e following parties have reviewed the information above and certify, to the best of their knowledge, ormation they have provided is true and accurate. | that the |
| | Mar 2022 | |
| Sel | ler Michael H Goodwin Date Seller | Date |
| Pui | rchaser Date Purchaser | Date |
| Ag | ent Larry & Lane Date Agent | Date |



GROUNDWATER / ENVIRONMENTAL ADDENDUM

| 1 | | | | nase of Real Estate between an | d among the undersigned is |
|----------|--------|--------------------------------|-----------------------|--|-----------------------------|
| 2 | entere | ed into effective on the | e last date set forth | below. | |
| 3 4 | | | | ted in several areas in and ng environmental conditions. | around Sedgwick County. |
| 5 6 | The pa | 6 (6) | ne sale and purchase | e of certain property, commonl Wichita | y known as: ks 67208 |
| 7 | The pa | arties are advised to o | obtain expert advice | e in regard to any environment | al concerns. |
| 8 | SELLEI | R'S DISCLOSURE (plea | se complete both a | and b below) | |
| 9 | (a) | Presence of groundy | vater contamination | or other environmental conce | rns (initial one): |
| 10 11 | | Seller has no | knowledge of grou | ındwater contamination or oth | er environmental concerns; |
| 12 | | | ndwater contamina | tion or other environmental co | ncerns are: |
| 13 | | | | | |
| 14 | | | | | |
| 15 | (b) | Records and reports | in possession of Se | ler (initial one): | |
| 16 17 | | Seller has renvironmental conc | | ords pertaining to groundwat | er contamination or other |
| 18 | | | | r with all available records | and reports pertaining to |
| 19 | | | | vironmental concerns (list docu | |
| 20 | | | | | |
| 21 | | | | | |
| 22 | BUYE | R'S ACKNOWLEDGME | NT (please complet | e c below) | |
| 23 | (c) | Buyer has re | eceived copies of all | information, if any, listed abov | e. (initial) |
| 24 | CERTI | FICATION | | | |
| 25 | | | of Seller's knowle | dge, that the information Sell | er has provided is true and |
| 26 | | | | ved are relying on Seller's info | |
| 27 | Buyer | has reviewed Sqller's | responses and any | records and reports furnished I | by Seller. |
| 28 | M | whall box | lie 1 Now 20. | 2 | |
| 29 | Seller | Michael H Goodwin | Date | Buyer | Date |
| 30 | | | | Deve | Data |
| 31 | Seller | | Date | Buyer | Date |

This form is approved by legal counsel for the REALTORS* of South Central Kansas exclusively for use by members of the REALTORS* of South Central Kansas and other authorized REALTORS*. No warranty is made or implied as to the legal validity or adequacy of this form, or that its use is appropriate for all situations. Copyright 2016.





Metropolitan Area Building & Construction Department

271 W. 3rd St. N., Suite 101 - Wichita, KS 67202 - www.sedgwickcounty.org - TEL: 316-660-1840 - FAX: 316-660-1810

RESIDENTIAL Electrical Permit

| Permit No.: | ELEZUZ 1-04900 | | Case Status: | issued |
|---|--|--|--|---------------|
| Location: 3 | 3717 E MURDOCK AVE V | VIÇHITA KS 67208 | Project: | |
| | | | | |
| Contractor: | Electric Meter | | Contractor Phone: | (316)660-1840 |
| | 271 W 3rd St North Wichita, KS 67202 | | Tax Control No.: | 00155726 |
| Jurisdiction: | Wichita | | | |
| _egal Descrip | | OT 1 EXC S 5 FT BLOCK 2 SLEEPY HOLLOW ADD. | | |
| Legai Descrip | don. | | | |
| General Des | cription of Work: | | | |
| Meter Reset | | | | |
| Michael 316- | 655-7021 | | | |
| Zoning: | Single-Family Residence | | | |
| Proposed Use | 1-FAMILY | Improvement Type: REPAIR | | |
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| | ELEISSUE | Permit Issuance Fee | | 25.00 |
| | ELEMTRRST | Meter Reset (power off 6 months or more) | | 11.00 |
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| | | e it is my responsibility to request required inspection | | * |
| itional informa | ation about this permit is a | available at: https://mabcdportal.sedgwickcounty.o | org | |
| rovisions of law | vs and ordinances governing | g this type of work will be complied with whether specifie | ed herein or not. The granting of | а |
| nit does not pre performance of | sume to give authority to vic | plate or cancel the provisions of any other federal, state | or local law regulating construction | on or |
| licant Signatur | | Address: | Phon | e: |
| | | | | |
| רום: יםוח | ALII. | issue L | | Assessor Conv |
| aff ID: Tburnha | am | Issue D | Date: December 02, 2021 Customer/MABCD/ | Assessor Čo |

Metropolitan Area Building and Construction Department Checklist for Electrical Meter Reset

| 37 | 17 | E | MURT | DOCK | - 3 | DEC 202/ | ELE | 200 | 1-04986 |
|----------------|--|-------------|-----------------|-----------------------|------------|----------------------|--------------|--------------|------------|
| | | A | ldress | | | Date | | Permit Num | ber |
| | | | | | | | | | |
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| | | | | | | al contractor is re | | | |
| | | | | | | uesting the inspec | | | |
| | | | | | | e assessed for each | | | when the |
| correc | tions are n | ot satisfac | storily made of | r the inspector | cannot g | ain access to perfo | rm the ins | pection. | |
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| (c) | | | | | ividual co | nductors, etc.) . | | ********* | S |
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| (d) (e) | | | | | | amaged e building | | | S |
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| L. | 1 1 | 0 10 | | | | * | | | 1. 1 |
| | | Inspector | | | | | | | |

Owner - Micheal Goodwin



GIDEON S SOURCE OF KANSAS

2444 N Nelson Drive #4 DERBY, KS 67037

PHONE: 316-789-0636

FAX: 316-789-8606

PROPOSAL

gideonssourceofkansas@gmail.com

| TNOTOJAL | | |
|---|--|--------------------|
| SUBMIT TO: Larry lane Penfed PHONE: 65 | 5-7021 | DATE: 1-5-22 |
| ADDRESS: | 0005 @Coxint | + |
| CITY: STATE: ZIP CODE: GIDEON'S S | QURCE OF KANSAS REPRESEN | TATIVE: |
| Wich Ha, KS STATE: ZIP CODE: GIDEON'S S | Lanes Ingr | am |
| WE HEREBY PROPOSE TO FURNISH MATERIALS AND LABOR NECESSARY FOR THE COMPLETION | OF THE FOLLOWING: | COST |
| We would install a New Mast head Rise meter to the Top of the Root. | r on the | |
| We would add 4 total Smoke larbon Ala the home by Order (Inderconnected | tms in | |
| We would install up to zo missing plated the Home on Missing ovHets Flight | locations | |
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| We would rewire Gardage disposal at i | nspectors | |
| request. | | |
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| Thankyon | | |
| Loren | | |
| | PROPOSED JO | OB COST SUMMARY |
| | COST | 1385,00 |
| THIS BID IS SUBJECT TO CHANGE AFTER 30 DAYS | PERMIT | 40,00 |
| DUE TO MATERIAL COSTS. WIRE COPPER PRICES SUBJECT TO CHANGE | TOTAL PROPOSED JO | BCOST 1425, 60 |
| WEEKLY UNTIL BID IS ACCEPTED | PAYMENT TO BE | MADE YPON BILLING. |

I approve the sork to be done. I

Novodn

DATE: 2-8-22



GIDEON'S SOURCE

realpros (o coxine)

PHONE: 316-789-0636

FAX: 316-789-8606

gideonssourceofkansas@gmail.com

OF KANSAS INC. ELECTRICAL CONTRACTOR

INVOICE 2444 N Nelson Drive #4 • Derhy KS • 67037

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PRELIMINARY TITLE SEARCH REPORT

Prepared Exclusively For:

1617 N Waterfront Pkwy, Suite 110

Email: laneteamhomes@gmail.com

PenFed Realty, LLC

Wichita, KS 67206

Fax: 316-636-2744

Contact: Larry Lane

Phone: 316-636-2323

Prepared By: Security 1st Title 727 N. Waco, Suite 300 Wichita, KS 67203 Phone: (316) 267-8371

Fax: (316) 267-8115

Contact: Teresa Woker

Email: twoker@security1st.com

Report Effective Date: October 8, 2021, at 7:30 a.m.

Property Address: 3717 E. Murdock Ave., Wichita, KS 67208

Report No: 2484318

This Title Search Report is NOT a commitment to insure and is not to be construed as an Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the specific benefit of PenFed Realty, LLC, and as such should not be relied upon by any other party for any Real Estate Transaction. Any and all loss or damage that may occur by reason of any errors and omissions in this Company's Report is limited to \$1,000.00 and the fee it received for the preparation and issuance of this report, if any.

1. Fee Simple interest in the Land described in this Report is owned, at the Report Effective Date, by

Michael H. Goodwin

2. The Land referred to in this Report is described as follows:

> The East 5 feet of Lot 1, EXCEPT the South 5 feet thereof, and all of Lot 17, Block 2, Sleepy Hollow, a sudivision to Wichita, Sedgwick County, Kansas

- 3. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:
 - 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.

Any questions regarding this report should be directed to: Teresa Woker Phone: 316-283-2750, Email: twoker@security1st.com

- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- File a release of the Mortgage dated October 29, 2010, recorded December 3, 2010, as Doc#/Flm-Pg: 29186631, made by Michael H. Goodwin, to Vetrans Administration Credit Union, in the amount of \$120,000.00.
- File a Release of the State of Kansas Individual Income Tax Lien, filed April 4, 2017 as 17-ST-606, against Michael H. Goodwin, in the amount of \$4,428.86, plus interest and costs.
- 7. File a Warranty Deed from Michael H. Goodwin, stating marital status and joined by spouse, if any, to TBD.
- 8. Recording Fees and 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: Beginning January 1, 2019, Mortgage Registration Tax is no longer required in the State of Kansas.)

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.

Any questions regarding this report should be directed to: Teresa Woker Phone: 316-283-2750, Email: twoker@security1st.com

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.

- 4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any other matters that may arise after the date of this report:
 - 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.
 - Taxes, or special assessments, if any, not shown as existing liens by the Public Records
 - General taxes and special assessments for the fiscal year 2019 in the original amount of \$2,997.13+, DELINQUENT.

Property I.D. # C-10726 PIN #00155726

8. General taxes and special assessments for the fiscal year 2020 in the original amount of \$3,204.07+, DELINQUENT.

Property I.D. # C-10726 PIN #00155726

NOTE: The real estate taxes for the year 2021 became due on November 1, 2021. The amount is not available at this time.



Any questions regarding this report should be directed to: Teresa Woker Phone: 316-283-2750, Email: twoker@security1st.com

The following matters which are shown on or disclosed by the recorded plat referred to in the legal description: easements.

Dated: October 8, 2021, at 7:30 a.m.

SECURITY 1ST TITLE

LICENSED ABSTRACTER



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.

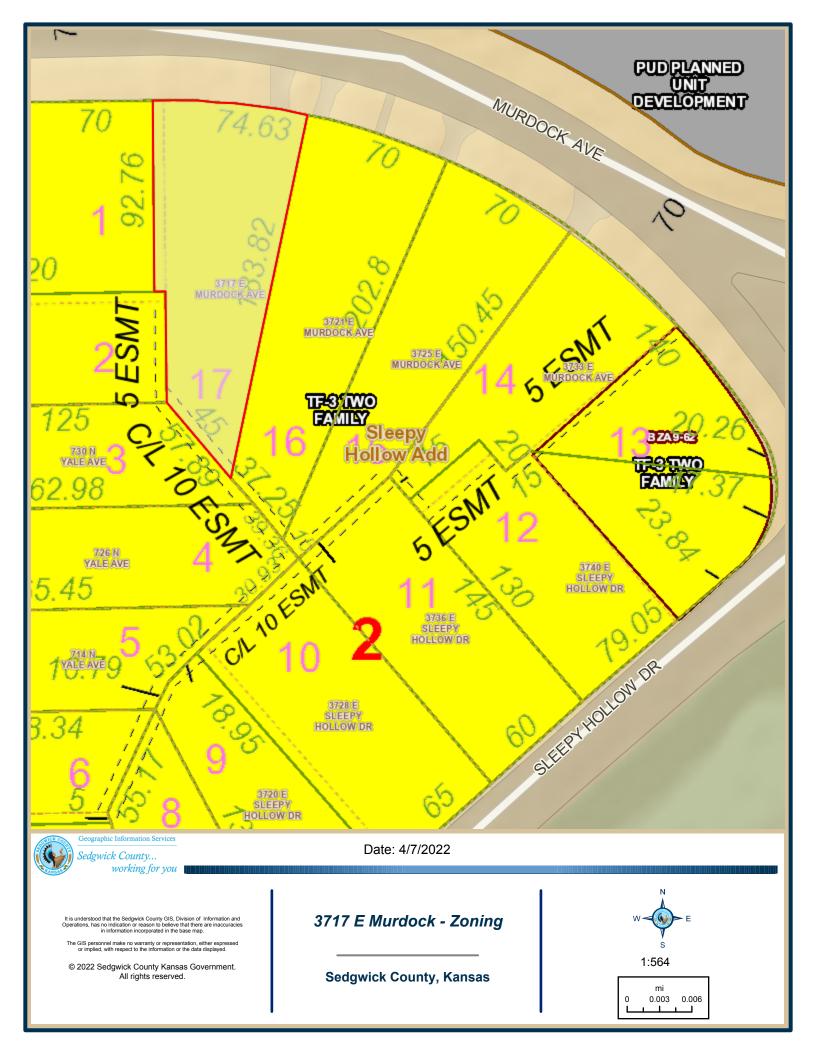
Never wire funds without first calling the known phone number for agent or escrow and confirming the wire instructions. Do not rely upon e-mail communications.

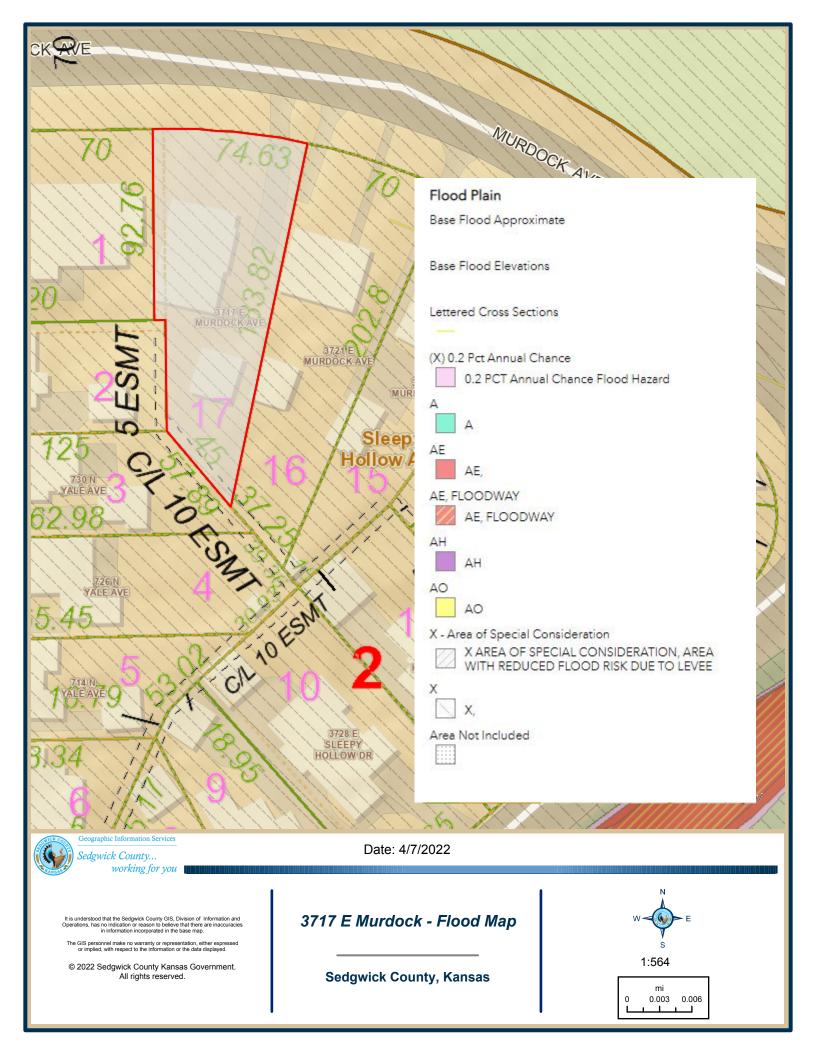
The best way to isolate yourself against this fraud is not to utilize electronic means to transfer money pertaining to a real estate transaction (i.e. ETF, wire transfer, electronic check, direct deposit, etc...)

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 | Robert J Lane | Consumer Signature & Date | | |

This form is approved by legal counsel for REALTORS® of South Central Kansas exclusively for use by members of REALTORS® of South Central Kansas and other authorized REALTORS®. No warranty is made or implied as to the legal validity or adequacy of this form, or that its use is appropriate for all situations. Copyright 2019.







It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracie

The GIS personnel make no warranty or representation, either expressed or implied with respect to the information or the data displayed

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3717 E Murdock - Aerial View

Sedgwick County, Kansas



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ONLINE AUCTION

TERMS AND CONDITIONS

Thank you for participating in today's auction. The auction will be conducted by Berkshire Hathaway HomeServices PenFed Realty, LLC ("PenFed Realty") on behalf of the owner of the real estate (the "Seller"). The real estate offered for sale at auction (the "Real Estate") is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from PenFed Realty.

- Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, any auction announcements, and the Contract for Purchase and Sale. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
- The Real Estate offered for sale at auction is legally described in the Contract for Purchase and Sale, a copy of which is available for inspection from PenFed Realty at Bidder's request.
- The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from Seller or PenFed Realty, including, but not limited to, the following: the condition of the Real Estate; the Real Estate's suitability for any or all activities or uses; the Real Estate's compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has been provided an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or PenFed Realty has been obtained from a variety of sources. Seller and PenFed Realty have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder's own investigation of the Real Estate and not on any information provided or to be provided by Seller or PenFed Realty.
- 4. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. PenFed Realty may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate.
- 5. There will be a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.
- The Real Estate is not offered contingent upon financing.
- 7. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of cash, check, or immediately available, certified funds and in the amount set forth by PenFed Realty. The balance of the purchase price

- will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by Seller and Bidder. Contracts will be written in the name used to create the online bidding account unless other arrangements are made with PenFed Realty prior to the auction.
- Auction announcements or postings take precedence over anything previously stated or printed, including
 these Terms and Conditions. In the event of a conflict between these Terms and Conditions and any other
 rules, terms, or agreements governing the use of the online bidding platform, these Terms and Conditions
 govern.
- A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
- 10. These Terms and Conditions, especially as they relate to the qualifications of potential bidders, are designed for the protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole discretion of Seller or PenFed Realty, exceptions to certain Terms and Conditions may be made.
- 11. In the event Bidder is the successful bidder at the auction, Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. In the event that Bidder is the successful bidder but fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.
- 12. It is the responsibility of Bidder to make sure that PenFed Realty is aware of Bidder's attempt to place a bid. PenFed Realty disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. PenFed Realty is not responsible for errors in bidding and Bidder releases and waives any claims against PenFed Realty for bidding errors.
- 13. Bidder authorizes PenFed Realty to film, photograph, or otherwise record the voice or image of Bidder and any guest or minor accompanying Bidder at this auction and to use the films, photographs, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
- 14. Broker/agent participation is invited. Broker/agents must pre-register with PenFed Realty no later than 5 p.m. on the business day prior to the auction by completing the Broker Registration Form, available on PenFed Realty website.
- 15. PenFed Realty is acting solely as the designated agent of the Seller and not as an agent for Bidder. PenFed Realty is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will PenFed Realty be liable to Bidder for any damages, including incidental or consequential damages, arising out of or related to this auction, the Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale.
- 16. Neither Seller nor PenFed Realty, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the Real Estate. Any person entering on the premises assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and PenFed Realty expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the Real Estate, whether obvious or hidden. Seller and PenFed Realty are not responsible for any lost, stolen, or damaged property.
- 17. To the extent permitted under applicable law, PenFed Realty has the right to establish all bidding increments.
- 18. PenFed Realty may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
- 19. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
- 20. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.

- 21. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
- 22. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.
- 23. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.
- 24. When creating an online bidding account, Bidder must provide accurate and complete information. Bidder is solely responsible for maintaining the confidentiality and security of their online bidding account and accepts full responsibility for any use of their online bidding account. In the event that Bidder believes that their online bidder account has been compromised, Bidder must immediately inform PenFed Realty at auctions@penfedrealty.com.
- 25. Bids submitted using the online bidding platform cannot be retracted. Bidder uses the online bidding platform at Bidder's sole risk. PenFed Realty is not responsible for any errors or omissions relating to the submission or acceptance of online bids. PenFed Realty makes no representations or warranties as to the online bidding platform's uninterrupted function or availability and makes no representations or warranties as to the online bidding platform's compatibility or functionality with Bidder's hardware or software. Neither PenFed Realty or any individual or entity involved in creating or maintaining the online bidding platform will be liable for any damages arising out of Bidder's use or attempted use of the online bidding platform, including, but not limited to, damages arising out of the failure, interruption, unavailability, or delay in operation of the online bidding platform.
- 26. The ability to "pre-bid" or to leave a maximum bid prior to the start of the auction is a feature offered solely for Bidder's convenience and should not be construed as a call for bids or as otherwise beginning the auction of any particular lot. Pre-bids will be held by PenFed Realty until the auction is initiated and will not be deemed submitted or accepted by PenFed Realty until the auction of the particular lot is formally initiated by PenFed Realty.
- 27. In the event of issues relating to the availability or functionality of the online bidding platform during the auction, PenFed Realty may, in its sole discretion, elect to extend the scheduled closing time of the auction.
- 28. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set out in paragraph 7 of these Terms and Conditions by 12:00 p.m. (CST) on the business day following the auction, then Bidder will be in breach of these Terms and Conditions and PenFed Realty may attempt to resell the Real Estate to other potential buyers. Regardless of whether PenFed Realty is able to successfully resell the Real Estate to another buyer, Bidder will remain liable to Seller for any damages resulting from Bidder's failure to comply with these Terms and Conditions.
- 29. Bidder may not use the online bidding platform in any manner that is a violation of these Terms and Conditions or applicable law, or in any way that is designed to damage, disable, overburden, compromise, or impair the function of the online bidding platform, the auction itself, or any other party's use or enjoyment of the online bidding platform.

| Bidders Signature | Bidders Signature | |
|-------------------|-------------------|--|