Property Information Packet







1027 S Rosalie Steet, Wichita, KS 67207

Bidding Starts: 2:00 PM Wed, March 29th

Bidding Ends: 6:00 PM Wed, April 5th



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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.



Issued By

First American Title Insurance Company

Commitment

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 Nebraska 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 Policy Amount 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

Kenneth D. DeGlorgio, President

Buy I Smith

Marik 9-70 Som

Greg I. Smith, Secretary

Issuing Agent: Security 1st Title

A Security 1st Title

Residential Title Staff 727 N Waco Ave Wichita, KS 67203 Ste 300 (316) 779-1994 (Work) rthd@security1st.com

If this jacket was created electronically, it constitutes an original document.





issued By

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent:

Security 1st Title

Buyer:

To Be Determined

Issuing Office:

727 N. Waco, Ste. 300

Title Contact:

Residential Title Staff

Wichita, KS 67203

727 N Waco Ave Wichita, KS 67203

(316) 779-1994 (Work)

1010831

Ste 300

Loan ID Number: Commitment No.:

ALTA Universal ID:

SG-R3014274

Property Address:

1027 S. Rosalie St.

Wichita, KS 67207

rthd@security1st.com

SCHEDULE A

1. Commitment Date:

01/11/2023 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 06-17-06

Proposed Policy Amount: \$1,000.00

Proposed Insured: To Be Determined

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

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

Sheriden Leeds Doyel AND Sarah Leeds Doyel Stadtherr

5. The Land is described as follows:

Lot 17, Block 6, Sunny-Brook Second Addition to Wichita, Sedgwick County, Kansas.



Issued B

First American Title Insurance Company

Schedule Bl

Commitment No.: SG-R3014274

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

- 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.
- Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be property authorized, executed, and recorded in the Public Records.
- The application for title insurance does not give the name of the prospective purchaser. We reserve the right to make any additional requirements we deem necessary when such name is ascertained.
- File a release of Mortgage dated August 12, 2021, recorded August 12, 2021, as Doc.#/Flm-Pg: 30087888, made by Sheriden Leeds Doyel and Sarah Leeds Doyel Stadtherr, to T2 Financial LLC DBA/Revolution Mortgage, in the amount of \$101,750.00.
- 7. File a Warranty Deed from Sheriden Leeds Doyel AND Sarah Leeds Doyel Stadtherr, each showing marital status and joined by spouse, if any, to To Be Determined.
- 8. 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: 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.

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.





Issued By

First American Title Insurance Company

Schedule Bl

Commitment No.: SG-R3014274

SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

- 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 2022 in the original amount of \$1,655.88.

First Installment: \$827.94, PAID

Second Installment: \$827.94, DUE, but not delinquent until after May 10, 2023

Property I.D. # C-32210

PIN # 00177320

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



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person Identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 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; and

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 shall not be liable for any other amendment to 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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 and authenticated by a person authorized by the Company.
- (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 HAS BEEN 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 the purpose of providing closing or settlement services.

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. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.





Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit https://www.firstam.com/privacy-policy/. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

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

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

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

How Do We Share Your Information? We do not sell your information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit https://www.firstam.com/privacy-policy/.

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

How Long Do We Keep Your Information? We keep your 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 sharing of your information. You can learn more about your choices by visiting https://www.firstam.com/privacy-policy/.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products 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 this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

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

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



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 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097

<u>Right of Deletion.</u> You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

<u>Verification Process</u>. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

<u>Right of Non-Discrimination</u>. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in https://www.firstam.com/privacy-policy. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in https://www.firstam.com/privacy-policy.

Notice of Sale. We have not sold the personal information of California residents in the past 12 months

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in https://www.firstam.com/privacy-policy





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-Billey 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 nonaffillates to market to you. Nonaffillates 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 1 St 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 1 st Title collect my personal information?	We collect your personal information, for example, when you			
	request insurance-related services			
	provide such information to us			
	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.			
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			





Special Assessment Disclosure

In reference to the real property commonly known as:	1027 S Rosalle	
	Wichita	KS 67207

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:

2022 Tax Year Special Assessments						
Project	Description		Principal	Interest	Total	
2639 F	COUNTY SOLID WASTE SOLID WASTE US	ER FEE	\$0.00	\$0.00	\$8.38	
		Tota	ls: \$0.00	\$0.00	\$8.38	
	Buyer Sel	ler Sarah Le	eds Doyel Sta	dtherr		
	Buyer Sel	ler Sheriden	Leeds Doye			

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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.

Sel	ler's Discle	osure			
(a)	Presence	of lead-based paint and	i/or lead-based	paint hazards (check (i) or (ii) below):	
	(i)	Known lead-based pair (explain).	nt and/or lead-b	pased paint hazards are present in the	housing
(b)		Seller has no knowledg		paint and/or lead-based paint hazards	in the housing.
,	(i)	Seller has provided the	purchaser with	all available records and reports perta azards in the housing (list documents)	
	IN SLD	Seller has no reports of hazards in the housing	r records pertali	ning to lead-based paint and/or lead-ba	ased paint
Put	chaser's A	Acknowledgment (initia	1)		
(c)		Purchaser has received	coples of all in	formation listed above.	
(d)		Purchaser has received	the pamphlet I	Protect Your Family from Lead in Your Hon	ne.
(e)	Purchase	r has (check (i) or (ii) bel	ow):		
	(i)			ually agreed upon period) to conduct a lead-based paint and/or lead-based pa	
	(11)	waived the opportunity lead-based paint and/o		isk assessment or inspection for the praint hazards.	esence of
Age	ent's Ackn	owledgment (initial)			
(f)	_DB	Agent has informed the aware of his/her respons	e seller of the se nsibility to ensu	eller's obligations under 42 U.S.C. 4852 re compliance.	d and is
Cer	tification	of Accuracy			
The info	following j mation th	parties have reviewed the ey have provided is true a	information abound accurate.	ve and certify, to the best of their knowled	ge, that the
Jaka	ch Leeds Doyel.	tadthern	02/13/2023	Sheriden Leeds Doyel	02/14/2023
šell	er sará h l	EEDS DOYEL STADTHERR	Date	Seller SHERIDEN LEEDS DOYEL	Date
Pur	naser Dave Bro	— ———— Dwn	Date 02/15/2023	Purchaser	Date
Age	nt Dave E	Brown	Date	Agent	Date



GROUNDWATER / ENVIRONMENTAL ADDENDUM

1 2			act for Sale and Purchas he last date set forth be	se of Real Estate between and ar llow.	mong the undersigned is
3 4				d in several areas in and arc environmental conditions.	ound Sedgwick County.
5 6	200	arties are proposing 7 S Rosalie Ave	the sale and purchase o	f certain property, commonly kn Wichita	own as: KS 67207
7	The p	arties are advised to	obtain expert advice ir	regard to any environmental c	oncerns.
8	SELLE	R'S DISCLOSURE (ple	ease complete both a ar	d b below)	
9	(a)	Presence of ground	dwater contamination o	r other environmental concerns	(initial one):
10 11		seller has i	no knowledge of ground	lwater contamination or other e	nvironmental concerns;
12 13 14		Known gro	undwater contaminatio	n or other environmental concer	ns are:
15	(b)	Records and report	ts in possession of Seller	(initial one):	
16 17 18 19 20 21		environmental con Seller has	cerns; or provided the Buyer v	s pertaining to groundwater of with all available records and concerns (list docume	reports pertaining to
22	BUYE	R'S ACKNOWLEDGM	ENT (please complete c	below)	
23	(c)	Buyer has i	eceived copies of all infe	ormation, if any, listed above. (ir	iitial)
24		FICATION			
25				e, that the information Seller h	-
26		-		are relying on Seller's informat	
27	Buyer	· has reviewed Seller' 	s responses and any rec	ords and reports furnished by Se	ller.
28		larah Leeds Doyel Stadthern	02/13/2023		
29	Seller	SARAH LEEDS DOYEL S	TADTHERR Date	Buyer	Date
30	S	heriden Leeds Doyel	02/14/2023		
31		SHERIDEN LEEDS		Buver	 Date

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Rev. 6/16



CALL BEFORE YOU WIRE FUNDS

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

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

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

Beware that cyber stalking and fraud are always changing.

Here is an example of a common type of fraud:

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

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

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

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

Authorized Email Address	Authorized Email Address	
Authorized Phone Number	Authorized Phone Number	
Consumer Signature & Date	Consumer Signature & Date	-

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Sedgwick County... working for you

Date: 4/3/2023

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1027 S Rosalie Street (Flood Map)

Sedgwick County, Kansas



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Sedgwick County...
working for you

Date: 4/3/2023

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Sedgwick County, Kansas



1:564

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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.
- 2. 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.
- 3. 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.
- 6. 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.
- 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, Bidders 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