



AUCTION

PROPERTY INFORMATION



**3331 E. 47TH STREET S.
KANSAS, 67216**

**Online Only Auction Ends
Thursday, September 28, 2023 @ 2:00 PM CT**



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



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DEMOGRAPHICS

Run Date: 8/9/2023 4:48:34 PM

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Tax Year: 2023 **Run Date:** 8/9/2023 4:48:34 PM

CALCULATED VALUES

Cost Land:	160,400
Cost Building:	334,910
Cost Total:	495,310
Ag Use Land:	0
Ag Buildings:	0
Misc. Buildings:	0
Manufactured Homes:	0
Income Value:	0
Market Value:	0
MRA Value:	0
New Construction:	0
Indexed Value:	0

FINAL VALUES

Value Method:	OVR
Land Value:	160,400
Building Value:	202,500
Final Value:	362,900
Prior Value:	

BUILDING COMMENTS

SKETCH VECTORS

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	% Comp	RCN	% Gd	Value
1	412-Neighborhood Shopping Ctr	D	2.00	1960		01 / 01		19,464	910	14	2	2				034			0	2,340,170	12	280,820

OTHER BUILDING IMPROVEMENTS

No.	Occupancy	MSCIs	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls	% Comp	RCN	%Gd	Value
1	163-Site Improvements	C	2.00	1	1960			10		8		1.00	2	2					0	10,880	20	2,180
2	163-Site Improvements	C	2.00	1	1960			10		8		1.00	2	2					0	259,550	20	51,910

COMMERCIAL BUILDING SECTION COMPONENTS

Sec	Code	Units	Pct	Size	Other	Rank	Year
1	805-Brick with Block Back-up		60				
1	849-Curtain-Metal with Glass Panels		40				
1	611-Package Unit		100				
1	8065-Canopy, Retail Wood Frame	4,579					

OTHER BUILDING IMPROVEMENT COMPONENTS

No.	Code	Units	Pct	Size	Other	Rank	Year
1	6605067-Outdoor Floodlight, Incandes	4					
1	6605071-Outdoor Lighting Pole, Steel	24			4		
2	8350-Paving, Asphalt with Base	60,500					



Parcel ID: 087-216-23-0 22-01-002.01-

SGORIONPROD Expanded Appraisal Card

Quick Ref: R190176



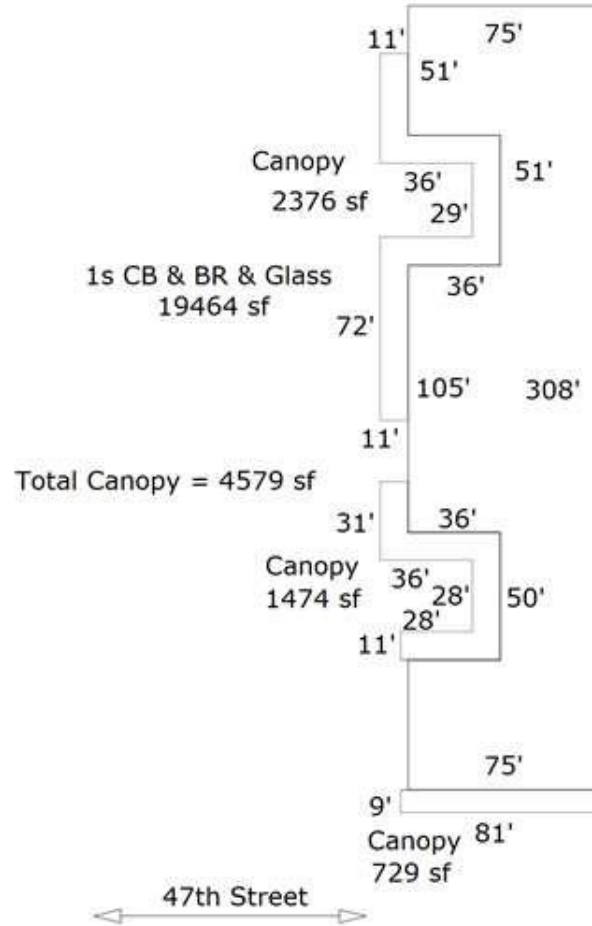
Tax Year: 2023

Run Date: 8/9/2023 4:48:34 PM

Plot Plan Sketch

216-23-0-22-01-002.01

Updated #483 1-20



Source: Public Works

Property Information Report

Owner Name: 47TH STREET INVESTMENTS LLC
PIN Number: 00474082
AIN: 087-216-23-0-22-01-002.01
Geocode: RI 088920001
Tax Unit: 20-04

Owner Address

Owner Name: 47TH STREET INVESTMENTS LLC
Owner Address: 333 S BROADWAY AVE
Owner City: WICHITA
Owner State: KS
Owner ZIP: 67202-4325

Property Address

Property Address: 3331 E 47TH ST S
Property City: null
Property State: KS
Property ZIP: 67216

Appraised Values

Appraised Land Value: \$160,400
Appraised Improvement Value: \$202,500
Appraised Total Value: \$362,900

Assessed Values

Assessed Land Value: \$40,100
Assessed Improvement Value: \$50,625
Assessed Total Value: \$90,725

Land Information

Total Acres: 2.454
Total Square Feet: 106,918

**Abbreviated
Legal
Description:**

TH PT LOT 1 BEG NW COR TH S 395.39 FT TO NW COR LOT 18 BLOCK 4 OAKLAWN
SUB E 100.02 FT TO NE COR SAID LOT 18 TH S ALG E LI LOTS 18 & 17 BLOCK 4
OAKLAWN SUB 32.71 FT E 360.67 FT N 128.92 FT W 289.76 FT N 298.75 FT TO N LI
LOT 1 W 170.99 FT TO BEG EXC N 10 FT FOR RD BLOCK 1 S-J PROPERTIES
ADDITION

Improvement Information

Year Built: 1960
Year Last Sold: 2007
Style: N/A
Basement Type: N/A
Arch Style Desc: N/A
Neighborhood Code: 863.9

Living Unit: N/A
Bedrooms: N/A
Bathrooms: N/A
Half Bath: N/A

Total Sq Ft: 19464
Ground Floor Sq Ft: N/A

Other Information

School District: 260

Property Taxes and Appraisals

3331 E 47TH ST S

Property Description

Legal Description	TH PT LOT 1 BEG NW COR TH S 395.39 FT TO NW COR LOT 18 BLOCK 4 OAKLAWN SUB E 100.02 FT TO NE COR SAID LOT 18 TH S ALG E LI LOTS 18 & 17 BLOCK 4 OAKLAWN SUB 32.71 FT E 360.67 FT N 128.92 FT W 289.76 FT N 298.75 FT TO N LI LOT 1 W 170.99 FT TO BEG EXC N 10 FT FOR RD BLOCK 1 S-J PROPERTIES ADDITION
Owner	47TH STREET INVESTMENTS LLC
Mailing Address	333 S BROADWAY AVE WICHITA KS 67202-4325
Geo Code	RI 088920001
PIN	00474082
AIN	216230220100201
Tax Unit	2004 781 RIVERSIDE TWPU-260-OIDRI
Land Use	2105 Strip store center
Market Land Square Feet	106,918
2023 Total Acres	2.45
2023 Appraisal	\$362,900
2023 Assessment	\$90,725

Commercial Buildings

Building	Units	Built	Sq. Ft.
1-MIDWAY SQUARE (Neighborhood Shopping Ctr)		1960	19,464
More Details	View the Property Record Card for full property details		

Appraisal Values

Year	Class	Land	Improvements	Total	Change
2023	Commercial / Industrial	\$160,400	\$202,500	\$362,900	+0%
2022	Commercial / Industrial	\$160,400	\$202,300	\$362,700	+3%
2021	Commercial / Industrial	\$160,400	\$192,700	\$353,100	
2020	Commercial / Industrial	\$160,400	\$192,700	\$353,100	+1%
2019	Commercial / Industrial	\$160,400	\$189,200	\$349,600	
2019	Exempt	\$0	\$0	\$0	
2018	Commercial / Industrial	\$106,900	\$242,700	\$349,600	-4%
2017	Commercial / Industrial	\$106,900	\$256,200	\$363,100	-45%
2016	Commercial / Industrial	\$157,600	\$504,900	\$662,500	
2015	Commercial / Industrial	\$157,600	\$504,900	\$662,500	
2014	Commercial / Industrial	\$157,600	\$504,900	\$662,500	

Assessment Values

Year	Class	Land	Improvements	Total	Change
2023	Commercial / Industrial	\$40,100	\$50,625	\$90,725	+0%
2022	Commercial / Industrial	\$40,100	\$50,575	\$90,675	+3%
2021	Commercial / Industrial	\$40,100	\$48,175	\$88,275	

Year	Class	Land	Improvements	Total	Change
2020	Commercial / Industrial	\$40,100	\$48,175	\$88,275	+1%
2019	Commercial / Industrial	\$40,100	\$47,300	\$87,400	
2019	Exempt	\$0	\$0	\$0	
2018	Commercial / Industrial	\$26,725	\$60,675	\$87,400	-4%
2017	Commercial / Industrial	\$26,725	\$64,050	\$90,775	-3%
2016	Commercial / Industrial	\$25,800	\$67,475	\$93,275	-44%
2015	Commercial / Industrial	\$39,400	\$126,225	\$165,625	
2014	Commercial / Industrial	\$39,400	\$126,225	\$165,625	

2022 Tax Year Special Assessments

Project	Description	Principal	Interest	Total
2639 F	COUNTY SOLID WASTE SOLID WASTE USER FEE	\$0.00	\$0.00	\$7.11
Totals:		\$0.00	\$0.00	\$7.11

2023 Through Payout Special Assessments

Project	Description	Begin Yr.	End Yr.	Principal	Interest	Total
OAKLAWN IMPV DIS	OAKLAWN IMPROVEMENT DISTRICT -- OAKLAWN IMP DIST LOT CLEANUP MOWING	2016	2016	\$0.00	\$0.00	\$0.00
Totals:				\$0.00	\$0.00	\$0.00

Tax Billings

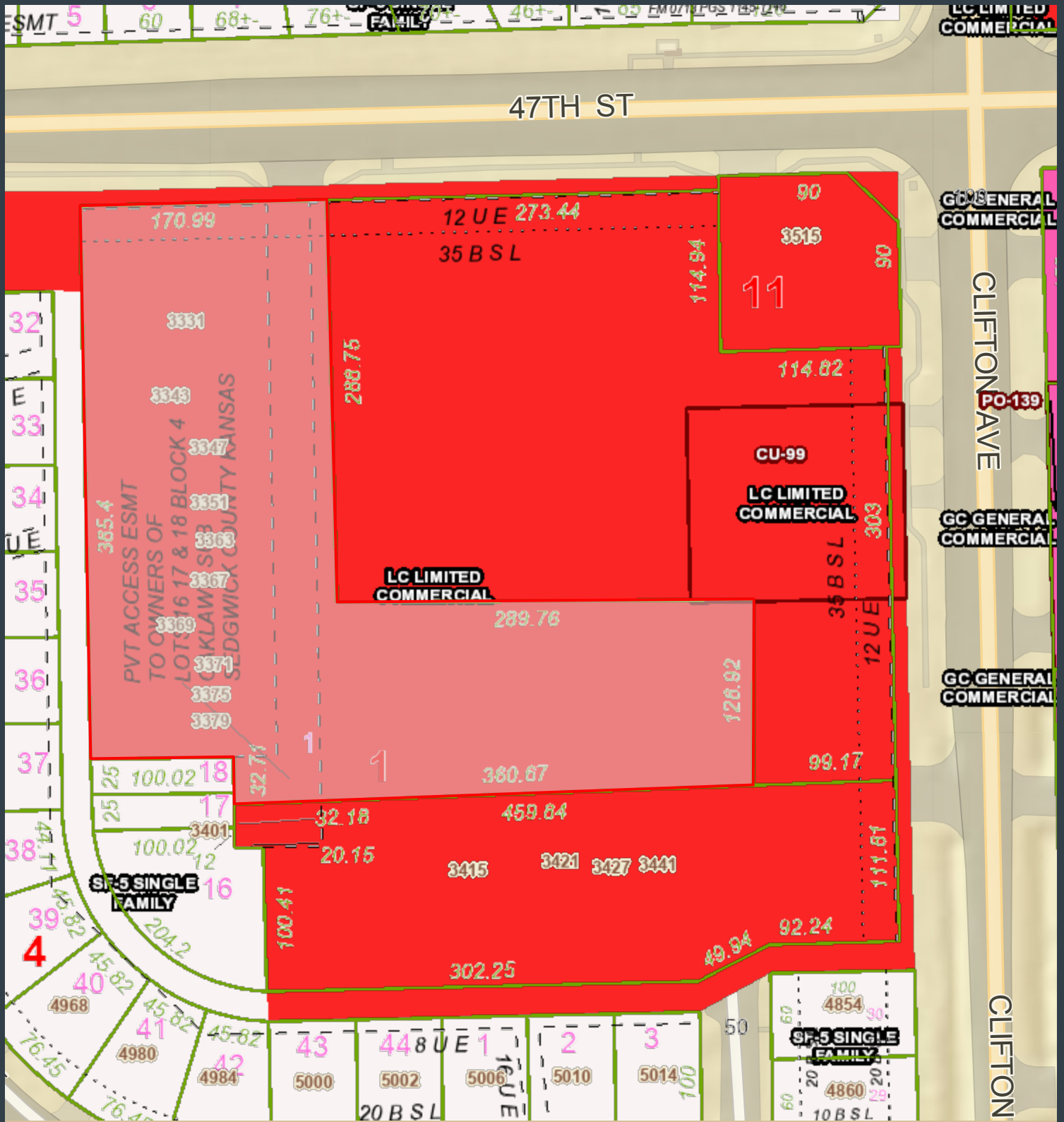
Tax Year	Tax Rate	General Tax	Specials Tax	Interest	Fees	Total	Paid	Balance
2022	139.102000	\$12,613.08	\$7.11	\$0.00	\$0.00	\$12,620.19	\$12,620.19	\$0.00
2021	139.452000	\$12,310.13	\$6.81	\$0.00	\$0.00	\$12,316.94	\$12,316.94	\$0.00
2020	138.396000	\$12,216.93	\$6.71	\$0.00	\$0.00	\$12,223.64	\$12,223.64	\$0.00
2019	136.820792	\$0.00	\$6.71	\$0.00	\$0.00	\$6.71	\$6.71	\$0.00
2019	136.820792	\$11,958.14	\$0.00	\$0.00	\$0.00	\$11,958.14	\$11,958.14	\$0.00
2018	135.434000	\$11,836.94	\$5.58	\$0.00	\$0.00	\$11,842.52	\$11,842.52	\$0.00
2017	127.025000	\$11,530.69	\$5.58	\$0.00	\$0.00	\$11,536.27	\$11,536.27	\$0.00
2016	124.707000	\$11,632.07	\$409.44	\$0.00	\$0.00	\$12,041.51	\$12,041.51	\$0.00
2015	128.484000	\$21,280.17	\$4.58	\$0.00	\$0.00	\$21,284.75	\$21,284.75	\$0.00
2014	121.936236	\$20,195.67	\$5.94	\$0.00	\$0.00	\$20,201.61	\$20,201.61	\$0.00
2013	125.446031	\$20,776.99	\$5.94	\$0.00	\$0.00	\$20,782.93	\$20,782.93	\$0.00

Tax Authorities

Tax Authority	Tax Rate
0101 STATE	1.500000
0201 COUNTY	29.368000
0449 RIVERSIDE TOWNSHIP	5.555000
0603 USD 260	14.921000
0603 USD 260 SC	7.360000
0603 USD 260 SG	20.000000
0706 USD 260 BOND	16.461000
Total: 139.102000	

Tax Authority	Tax Rate
0803 USD 260 REC COMM	7.530000
1108 COUNTY FIRE DIST NO BONDS	17.912000
1306 OAKLAWN IMPROVEMENT	17.266000
1401 SOUTH CENTRAL KANSAS LIBRARY SYS	1.229000
Total: 139.102000	





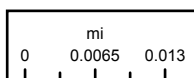
Date: 8/28/2023

Zoning

Sedgewick County, Kansas



1:1,128

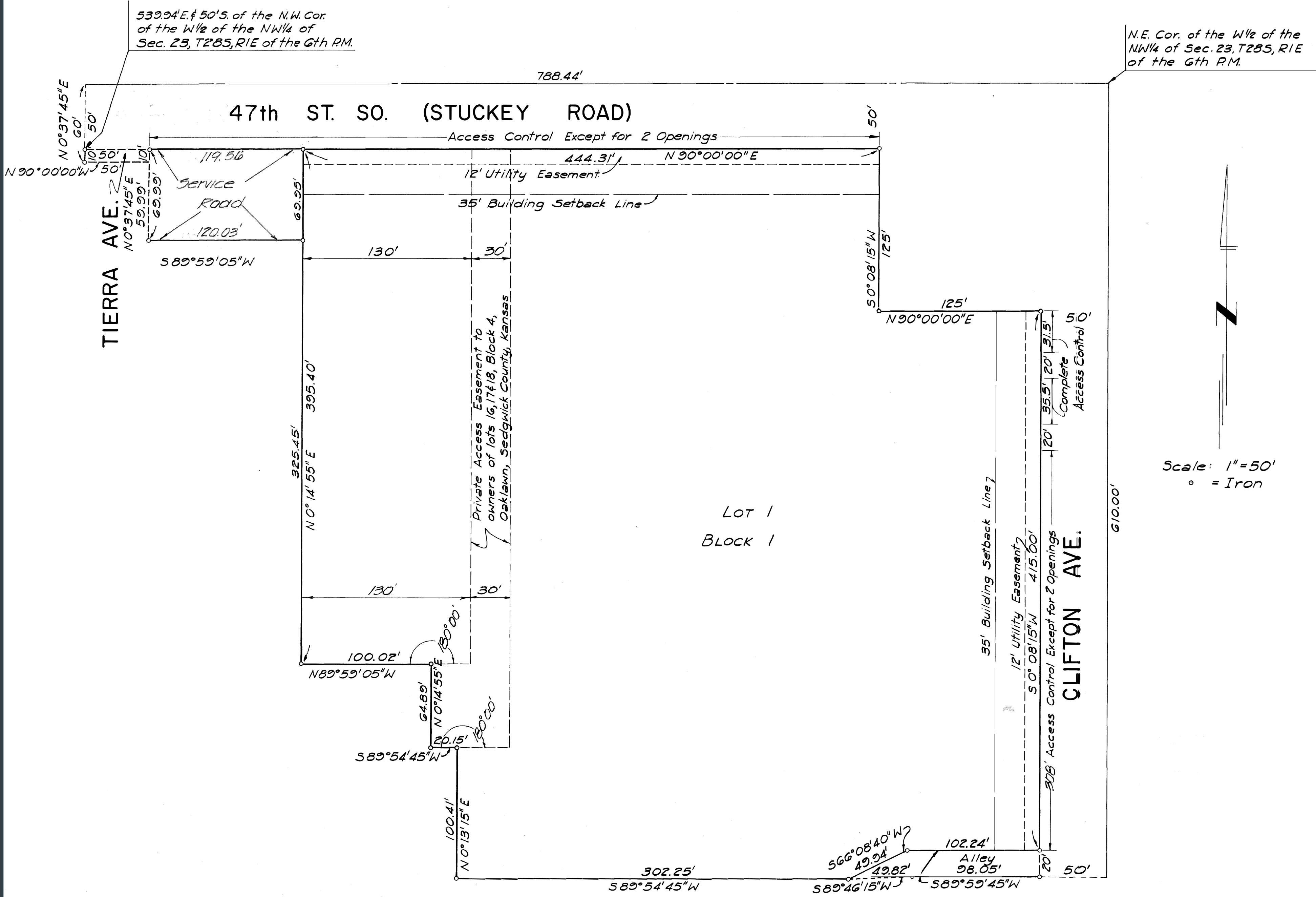


It is understood that the Sedgewick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.

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S - J PROPERTIES ADDITION
TO SEDGWICK COUNTY, KANSAS

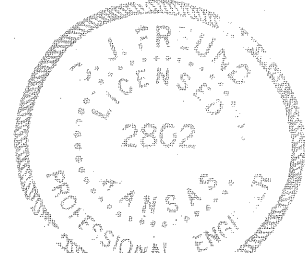


STATE OF KANSAS
COUNTY OF SEDGWICK

I, C. J. FREUND, LICENSED PROFESSIONAL ENGINEER IN AFORESAID STATE AND COUNTY DO HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED S-J PROPERTIES ADDITION TO SEDGWICK COUNTY, KANSAS, INTO A LOT, A BLOCK, AN AVENUE, ALLEY, AND SERVICE ROAD AND THAT THE ACCOMPANYING PLAT IS A TRUE AND CORRECT EXHIBIT OF SAID SURVEY DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 28 SOUTH, RANGE 1 EAST OF THE 6TH P.M., BEGINNING AT A POINT 50 FEET SOUTH AND 539.94 FEET EAST OF THE NORTHWEST CORNER OF THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE EAST PARALLEL WITH THE NORTH LINE OF THE WEST ONE-HALF OF THE NORTHWEST ONE QUARTER OF SAID SECTION 23 AND BEARING NORTH 90° 00' 00" MINUTES 00 SECONDS EAST A DISTANCE OF 613.87 FEET; THENCE SOUTH BEARING SOUTH 0° 08' 15" MIN. 15 SECONDS WEST A DISTANCE OF 125.00 FEET; THENCE EAST BEARING NORTH 90° 00' 00" MIN. 00 SECONDS EAST A DISTANCE OF 125.00 FEET; THENCE SOUTH BEARING SOUTH 0° 08' 15" MIN. 15 SECONDS WEST A DISTANCE OF 125.00 FEET; THENCE WEST BEARING SOUTH 89° 59' 54" MIN. 45 SECONDS WEST A DISTANCE OF 38.05 FEET; THENCE WEST BEARING SOUTH 89° 46' 15" MIN. 15 SECONDS WEST A DISTANCE OF 49.82 FEET; THENCE WEST BEARING SOUTH 89° 54' 15" MIN. 45 SECONDS WEST A DISTANCE OF 302.25 FEET; THENCE NORTH BEARING NORTH 0° 13' 15" MIN. 15 SECONDS EAST A DISTANCE OF 100.41 FEET; THENCE WEST BEARING SOUTH 89° 54' 15" MIN. 45 SECONDS WEST A DISTANCE OF 20.15 FEET; THENCE NORTH BEARING NORTH 0° 14' 55" MIN. 55 SECONDS EAST A DISTANCE OF 64.89 FEET; THENCE WEST BEARING NORTH 89° 59' 54" MIN. 05 SECONDS WEST A DISTANCE OF 100.02 FEET; THENCE NORTH BEARING NORTH 0° 14' 55" MIN. 55 SECONDS EAST A DISTANCE OF 325.45 FEET; THENCE WEST BEARING SOUTH 89° 59' 54" MIN. 05 SECONDS WEST A DISTANCE OF 120.03 FEET; THENCE NORTH BEARING NORTH 0° 37' 15" MIN. 45 SECONDS EAST A DISTANCE OF 59.99 FEET; THENCE WEST BEARING NORTH 90° 00' 00" MIN. 00 SECONDS WEST A DISTANCE OF 50.00 FEET; THENCE NORTH BEARING NORTH 0° 37' 15" MIN. 45 SECONDS EAST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

Charles J. Freund
C. J. FREUND
LICENSED ENGINEER
KANSAS #2802



KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED PROPERTY OWNER OF THE LAND AS ABOVE SET FORTH IN THE ENGINEER'S CERTIFICATE HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO A LOT, A BLOCK, AN AVENUE, ALLEY, AND SERVICE ROAD, THE SAME TO BE KNOWN AS "S-J PROPERTIES ADDITION" TO SEDGWICK COUNTY, KANSAS. THE AVENUE, SERVICE ROAD AND ALLEY ARE HEREBY DEDICATED TO AND FOR THE USE OF THE PUBLIC, EASEMENTS AS INDICATED FOR THE CONSTRUCTION AND MAINTENANCE OF PUBLIC UTILITIES ARE HEREBY GRANTED. THE PRIVATE ACCESS EASEMENT AS INDICATED THROUGH LOT 1, BLOCK 1, TO LOTS 16, 17 AND 18, BLOCK 4, OAKLAWN, SEDGWICK COUNTY, KANSAS, IS HEREBY GRANTED TO THE OWNERS OF SAID LOTS 16, 17 AND 18. ALL ABUTTERS RIGHTS OF ACCESS TO OR FROM 47TH STREET SOUTH OVER AND ACROSS THE NORTH LINE OF LOT 1 AND SERVICE ROAD ARE HEREBY GRANTED TO THE APPROPRIATE GOVERNING BODY, PROVIDED HOWEVER, THAT LOT 1 SHALL HAVE ACCESS TO 47TH STREET AT TWO LOCATIONS AS MAY BE ESTABLISHED BY THE APPROPRIATE GOVERNING BODY. ALL ABUTTERS RIGHTS OF ACCESS TO OR FROM CLIFTON AVENUE OVER AND ACROSS THE EAST LINE OF LOT 1 EXCEPT FOR THE SOUTH 20 FEET OF THE NORTH 51.5 FEET OF THE EAST LINE AND EXCEPT FOR THE SOUTH 20 FEET OF THE NORTH 107 FEET OF THE EAST LINE ARE HEREBY GRANTED TO THE APPROPRIATE GOVERNING BODY. PROVIDED HOWEVER, THAT LOT 1 SHALL HAVE ACCESS TO CLIFTON AVENUE AT TWO (2) LOCATIONS OVER AND ACROSS THE SOUTH 308 FEET OF THE EAST LINE OF LOT 1 AS MAY BE ESTABLISHED BY THE APPROPRIATE GOVERNING BODY.

S-J PROPERTIES CO.
Fred J. Russell
FRED J. RUSSELL, PRESIDENT

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

BE IT REMEMBERED, THAT ON THIS 6th DAY OF MARCH 1968, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, CAME FRED J. RUSSELL, PRESIDENT OF "S-J PROPERTIES CO.", A CORPORATION DULY CHARTERED, ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF MICHIGAN, WHO IS PERSONALLY KNOWN TO ME TO BE SUCH OFFICER AND WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHO EXECUTED, AS SUCH OFFICER, THE WITHIN INSTRUMENT OF WRITING ON BEHALF OF SAID CORPORATION AND SUCH PERSON DULY ACKNOWLEDGED THE EXECUTION OF THE SAME TO BE THE ACT AND DEED OF SAID CORPORATION.

IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

M. C. Nagy
M. C. NAGY
NOTARY PUBLIC
COUNTY OF LOS ANGELES

MY COMMISSION EXPIRES: SEPTEMBER 26, 1969

THIS PLAT OF "S-J PROPERTIES ADDITION" TO SEDGWICK COUNTY, KANSAS HAS BEEN APPROVED BY THE WICHITA SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION, WICHITA, KANSAS, AND IS HEREBY TRANSMITTED TO THE BOARD OF COMMISSIONERS OF THE CITY OF WICHITA, KANSAS, WITH THE RECOMMENDATION THAT SUCH PLAT BE APPROVED AS PROPOSED. DATED THIS 14th DAY OF MARCH, 1968.

W. Harold Mooney
W. HAROLD MOONEY, CHAIRMAN
C. Bickley Foster
C. BICKLEY FOSTER, SECRETARY
APPROVED BY THE BOARD OF CITY COMMISSIONERS 23rd DAY OF April 1968
William D. Johnson, Jr.
WILLIAM D. JOHNSON, JR., MAYOR
Ralph C. Eberly
RALPH C. EBERRY, CITY CLERK

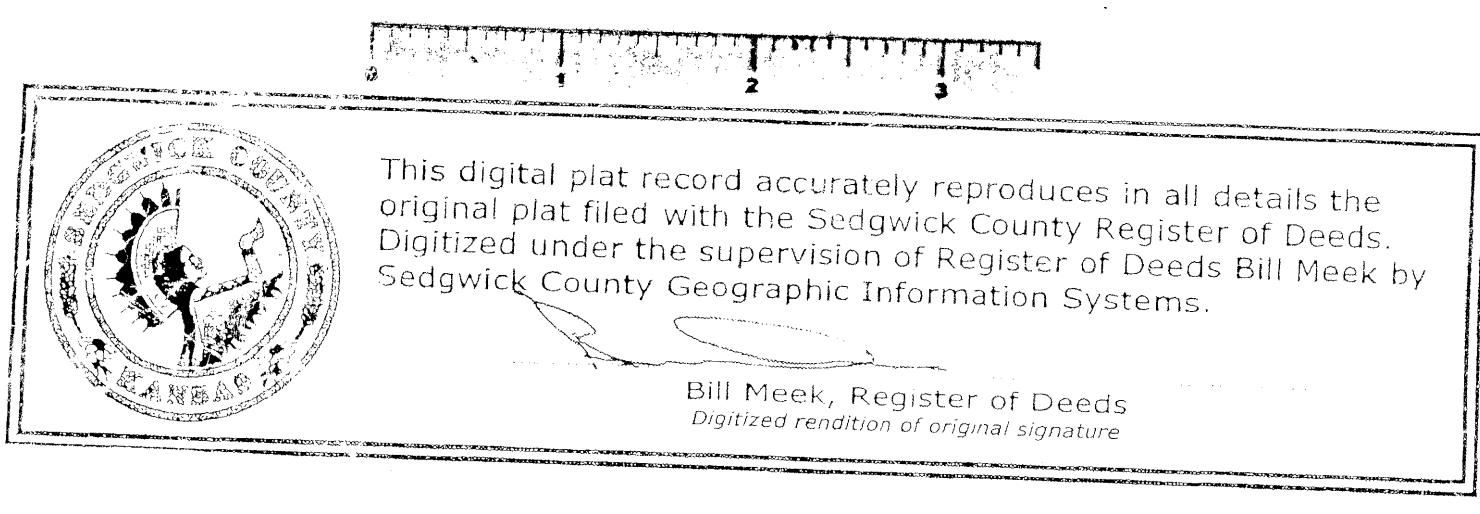
APPROVED BY THE BOARD OF COUNTY COMMISSIONERS THIS 10th DAY OF May 1968
Elmer S. Peters
ELMER S. PETERS, CHAIRMAN
Earl E. Rush
EARL E. RUSH, COMMISSIONER
Tom Scott
TOM SCOTT, COMMISSIONER

ENTERED ON TRANSFER RECORD THIS 10 DAY OF May 1968
Marie Warden
MARIE WARREN, COUNTY CLERK

STATE OF KANSAS
COUNTY OF SEDGWICK

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE ON THE 10th DAY OF May 1968. AT 11:00 O'CLOCK, AND IS DULY RECORDED.

Rufus E. Deering
RUFUS E. DEERING, REGISTER OF DEEDS
Pearl B. Gilbert
PEARL B. GILBERT, DEPUTY





Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 28925007

Receipt #: 1670195
Pages Recorded: 2
Cashier Initials: MLB

Recording Fee: \$12.00
Authorized By: *[Signature]*

Date Recorded: 10/17/2007 4:17:55 PM



012317

KANSAS WARRANTY DEED

Grantor(s): **Robert E. Warner and Frances M. Warner, husband and wife**

Grantee(s): **47th Street Investments LLC, a Kansas limited liability company**

Grantee(s) mailing address: **150 N. Market, Wichita, KS 67202**

In consideration of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor(s) **GRANT, BARGAIN, SELL AND CONVEY** to Grantee(s), the following described premises, to wit:

Lot 1, Block 1, S-J Properties Addition to Sedgwick County, Kansas.

Subject to all easements, restrictions, reservations and covenants, if any, now of record

The Grantor(s) hereby covenanting that the Grantor(s), their heirs, successors and assigns, will **WARRANT AND DEFEND** the title to the premises unto the Grantee(s), their successors and assigns, against the lawful claims of all persons whomsoever, excepting however the general taxes for the current calendar year and thereafter, and the special taxes becoming a lien after the date of this deed.

Dated: **October 15, 2007**

Robert E Warner

Robert E. Warner

Frances M. Warner

Frances M. Warner

STATE OF **Kansas**

)

) ss.

COUNTY OF **Sedgwick**

)

On **October 15, 2007** this deed was acknowledged before me by **Robert E. Warner and Frances M. Warner, husband and wife**, Grantor(s).

Notary Public

My appointment expires:





Sedgwick County
Register of Deeds - Tonya Buckingham
Doc. #/Flm-Pg: 29819022

Receipt #: 2093252
Pages Recorded: 2

Recording Fee: \$38.00

Cashier: Hebeque

Authorized By: Tonya Buckingham

Date Recorded: 12/18/2018 01:36:02 PM



KANSAS WARRANTY DEED

Grantor: 47th Street Investments LLC, a Kansas limited liability company,
Grantee: His Helping Hands, Inc., a Kansas not for profit corporation
Grantee mailing address: 2900 N. Rock Rd., Wichita, KS 67226

In consideration of: a gift, the receipt of which is hereby acknowledged, the Grantor **GRANT, BARGAIN, WARRANT AND CONVEY** to Grantee, the following described premises, to wit:

SEE ATTACHED EXHIBIT A ✓

Exemption #3

subject to all easements, restrictions, reservations and covenants, if any, now of record.

The Grantor hereby covenanting that the Grantor, their heirs, successors and assigns, will **WARRANT AND DEFEND** the title to the premises unto the Grantee, their heirs, successors and assigns, against the lawful claims of all persons whomsoever, excepting however the general taxes for the current calendar year and thereafter, and the special taxes becoming a lien after the date of this deed.

Dated this: 14th day of December, 2018

47th Street Investments, LLC, a Kansas limited liability company

By:

Talal Adnan Timsah

Manager

State of Kansas, Sedgwick County} ss.

This instrument was acknowledged before me on December 14th 2018 by Talal Adnan Timsah, Manager of 47th Street Investments LLC, a Kansas limited liability company, for and on behalf of said company.

My appointment expires:



Deborah L. Beck

Notary Public



Security 1st Title

File No 2283723

☒ Recorded by Security 1st Title LLC

Deborah Beck 316.293.1688

File No. 2283,23

Debbie B.

38.00

File No.: 2283723

EXHIBIT "A"

The land is described as follows:

Parcel 1:

That part of Lot 1, Block 1, S-J Properties Addition, Sedgwick County, Kansas, described as beginning at the southeast corner thereof; thence N 89°56'06" W along the south line of said Lot 1, 102.24 feet to a corner on the south line of said Lot 1; thence S 66°08'40" W, 49.94 feet to a corner on the south line of said Lot 1; thence S 89°52'48" W along the south line of said Lot 1, 302.28 feet to the southeast corner of Lot 16, Block 4, Oaklawn Subdivision, Sedgwick County, Kansas; thence N 00°20'24" E along the east line of said Lot 16, 100.27 feet to the most easterly northeast corner of said Lot 16; thence N 89°48'02" W along the north line of said Lot 16, 20.15 feet to the mid corner of said Lot 16; thence N 00°18'10" E along the east line of said Lot 16 and Lot 17 in said Block 4, 32.18 feet; thence N 90°00'00" E parallel with the north line of said Lot 1, 469.84 feet to the east line of said Lot 1; thence S 00°07'55" W along the east line of said Lot 1, 111.81 feet to the point of beginning, EXCEPT the east 10 feet thereof dedicated for road right of way.

Parcel 2:

A non-exclusive easement for the benefit of Parcel 1 as created by the "Declaration of Easements for Access and Parking and Covenants Regarding Maintenance and Use" filed on Doc#/Flm-Pg: 29810368 for ingress and egress by vehicular and pedestrian traffic over and across the property described therein.

EXEMPTION #4

Exception



Register of Deeds - Tonya Buckingham
Doc. #/Flm-Pg: 29819021

Receipt #: 2093252
Pages Recorded: 1

Recording Fee: \$21.00

Cashier: Hebeque

Authorized By: Tonya Buckingham

Date Recorded: 12/18/2018 01:38:01 PM



After recording mail to:
47th Street Properties LLC
2024 N. Woodlawn, Suite 200
Wichita, KS 67208

DEDICATION OF STREET RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS:

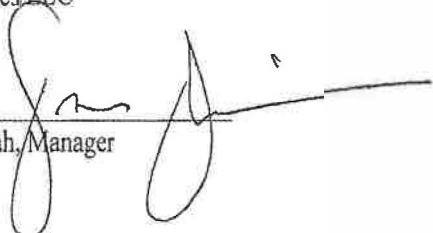
That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, Talal Adnan Timsah, Manager of 47th Street Properties LLC being the owner of the following described real estate in Sedgwick County, Kansas, to wit:

Lot 1, S - J Properties Addition to Sedgwick County, Kansas. ✓

do hereby dedicate, transfer and convey to Sedgwick County, The East Ten feet and the North 10 feet of Lot 1, S - J Properties Addition to Sedgwick County, Kansas; to have and to hold the same forever.

Executed this 14th day of December, 2018

47th Street Properties LLC



Talal Adnan Timsah, Manager

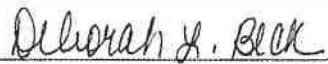
STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 14th day of December, 2018, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came, Talal Adnan Timsah, Manager of 47th Street Properties LLC, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

My Commission Expires:





Notary Public

☒ Recorded by Security 1st Title LLC

Deborah Beck 316.293.1688

File No. 2283723

21.00
21.00

DEDICATION OF STREET RIGHT OF WAY

exemption



Register of Deeds - Tonya Buckingham
Doc.#/Flm-Pg: 30018646

Receipt #: 2208929
Pages Recorded: 2

Recording Fee: \$38.00

Cashier: leclark
Authorized: Tonya Buckingham
Date Recorded: 12/29/2020 09:14:48 AM

QUITCLAIM DEED

47th Street Investments, LLC, a Kansas limited liability company ("Grantor"), for Ten Dollars (\$10.00) and other good and valuable consideration, hereby quitclaims to **Kansas Sports Hall of Fame, Inc.**, a Kansas corporation, all of Grantor's right, title and interest in and to that certain tract of real property described as:

See Exhibit A attached hereto and incorporated by this reference herein.

This conveyance is made subject to all easements, declarations, restrictions, rights-of-way, liens, encumbrances, and other matters of record.

Executed as of the 17th day of December, 2020.

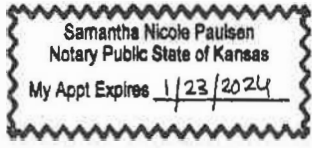
Grantor:
47th Street Investments, LLC
By:
Talal A. Timsah, Manager

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on the 17th day of December, 2020 by Talal A. Timsah, in his capacity as Manager of 47th Street Investments, LLC, a Kansas limited liability company, for and on behalf of said limited liability company.

Notary Public

My appointment expires: 1/23/2024



The transfer of title set forth in this instrument is exempt from the requirement of a Sales Validation Questionnaire as it is given as a donation (exemption #4).

QUITCLAIM DEED

EXHIBIT A
Legal Description of Property

That part of Lot 1, Block 1, S-J Properties Addition, Sedgwick County, Kansas, described as BEGINNING the Eastern most Northeast corner of said Lot 1, said point also being the Southeast corner of Block 11, Oaklawn Subdivision, Sedgwick County, Kansas; THENCE S00°07'55"W along the East line of said Lot 1, 303.00 feet; THENCE S90°00'00"W, 109.17 feet; THENCE N00°14'54"E, 128.92 feet; THENCE N89°55'58"W, 289.76 feet; THENCE N00°11'06"E, 298.75 feet to the North line of said Lot 1; THENCE N90°00'00"E along the North line of said Lot 1, 273.44 feet to the Northwest corner of said Block 11; THENCE S00°03'53"W along the West line of said Block 11, 124.94 feet to the Southwest corner of said Block 11; THENCE S89°58'00"E along the South line of said Block 11, 124.82 feet to the point of BEGINNING, EXCEPT the North 10 feet AND East 10 feet thereof dedicated for road right of way, containing 117,597.64 square feet or 2.700 acres more or less.



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

Josh Troyer
727 N Waco Ave, Ste 300
Wichita, KS 67203
(316) 293-1665 (Work)
(316) 267-8115 (Work Fax)
jtroyer@security1st.com

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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 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:

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- 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 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.

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Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title	Buyer:	A legal entity to be determined
Issuing Office:	727 N Waco Ave, Ste 300 Wichita, KS 67203	Title Contact:	Josh Troyer 727 N Waco Ave, Ste 300 Wichita, KS 67203 (316) 293-1665 (Work) (316) 267-8115 (Work Fax) jtroyer@security1st.com
ALTA Universal ID:	1010831		
Loan ID Number:			
Commitment No.:	C-JT3040387-GD		
Property Address:	3331 E. 47th St. S. Wichita, KS 67216		

SCHEDULE A

1. Commitment Date:

08/04/2023 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:

47th Street Investments LLC, a Kansas limited liability company

5. The Land is described as follows:

Property description set forth in Exhibit A attached hereto and made a part hereof.

Security 1st Title, LLC

By:



First American Title™

Commitment No.: C-JT3040387-GD

Exhibit A

That part of Lot 1, Block 1, S-J Properties Addition to Sedgwick County, Kansas described as beginning at the northwest corner thereof; thence S 00°11'05" W along the west line of said Lot 1, 395.39 feet to the northwest corner of Lot 18, Block 4, Oaklawn Subdivision, Sedgwick County, Kansas; thence N 89°57'05" E along the north line of said Lot 18, 100.02 feet to the northeast corner of said Lot 18; thence S 00°18'10" W along the east line of said Lot 18 and the east line of Lot 17 in said Block 4, 32.71 feet; thence N 90°00'00" E parallel with the north line of said Lot 1, 360.67 feet; thence N 00°14'54" E, 128.92 feet; thence N 89°55'58" W, 289.76 feet; thence N 00°11'05" E, 298.75 feet to the north line of said Lot 1; thence S 90°00'00" W along the north line of said Lot 1, 170.99 feet to the point of beginning, EXCEPT the north 10 feet thereof dedicated for road right-of-way.

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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. **File a partial release of the Mortgage dated May 6, 2008, recorded May 8, 2008, as Doc#/Flm-Pg: [28974100](#), made by 47th Street Investments LLC, a Kansas limited liability company, to Emprise Bank, in the amount of \$100,000.00.**
7. **We have a copy of the Articles of Organization dated September 27, 2007 and a copy of the Operating Agreement dated October 11, 2007 of 47th Street Investments LLC, a limited liability company. We must be furnished with a copy of any amendments to said documents. We reserve the right to make any additional requirements we deem necessary.**
8. **Any instrument to be executed by 47th Street Investments LLC must:**
 - a. Be executed in the limited liability company's name, and
 - b. Be signed by Talal Adnan Timsah, Manager.
9. **File a Warranty Deed from 47th Street Investments LLC, a Kansas limited liability company, to a buyer to be determined.**
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.

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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 fiscal year 2022 in the original amount of \$12,620.19, PAID.**

Property I.D. # RI-08892-0001
PIN # 00474082

A copy of the above may be accessed by internal link Image [4095805](#)

8. The following matters shown on or disclosed by the recorded plat referred to in the legal description: building setback lines, easements, and access controls.
9. An easement for right-of-way filed in Misc. Book 394, Page 408.
10. The terms and provisions contained in the document entitled "Notice of Proposed Construction of Sewage Facilities" filed as Film 347, Page [250](#).
11. An easement for temporary construction, recorded as Film 716, Page [1370](#).
In favor of: Sedgwick County, Kansas
Affects: a portion of subject property
12. An easement for temporary construction, recorded as Film 716, Page [1371](#).
In favor of: Sedgwick County, Kansas
Affects: a portion of subject property
13. An easement for sewer and utilities, recorded as Film 783, Page [888](#).
In favor of: City of Wichita
Affects: a portion of subject property

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14. An easement for temporary construction, recorded as Film 815, Page [831](#).
In favor of: Sedgwick County, Kansas
Affects: a portion of subject property
15. An easement for temporary construction, recorded as Film 815, Page [835](#).
In favor of: Sedgwick County, Kansas
Affects: a portion of subject property
16. The terms and provisions contained in the document entitled "Short Form Lease" filed as Doc#/Flm-Pg: [28656365](#).
17. Terms and provisions of the lot split filed on Doc#/Flm-Pg: [29609422](#).
18. The terms and provisions contained in the document entitled "Joint Access Easement" filed as Doc#/Flm-Pg: [29609423](#).
19. The terms and provisions contained in the document entitled "Declaration of Easements for Access and Parking and Covenants Regarding Maintenance and Use" filed as Doc#/Flm-Pg: [29810368](#).
20. Rights or claims of parties in possession not shown by the public records.

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.

J.P. Weigand & Sons., Inc. Auction
150 N. Market
Wichita, KS 67202
316-262-6400

WeigandAuctions.com



AUCTION