

PROPERTY INFORMATION PACKET

THE DETAILS



925 E. 19th St. N. | Wichita, KS 67214

AUCTION: BIDDING OPENS: Tues, Aug 25th @ 2:00 PM

BIDDING CLOSING: Wed, Sept 2nd @ 2:15 PM

12041 E. 13th St. N. · Wichita, KS 67206
316.867.3600 · 800.544.4489 · McCurdy.com



McCurdy
REAL ESTATE & AUCTION



Table of Contents

PROPERTY DETAIL PAGES
TERMS AND CONDITIONS
COMMERCIAL PROPERTY DISCLOSURE
WATER WELL FORM
GROUNDWATER ADDENDUM
AVERAGE UTILITIES
LEASE
ZONING MAP
FLOOD MAP
AERIAL MAP
UTILITY MAP
PLAT MAP
BRRETA DISCLOSURE
GUIDE TO AUCTION COSTS

MLS



MLS # 677138
Status Active
Contingency Reason
Property Type Industrial
Address 925 E 19th
Address 2
City Wichita
State KS
Zip 67214
County Sedgwick
Area SCKMLS
Asking Price \$0
Class Commercial/Ind/Bus
For Sale/Auction/For Rent Auction
Associated Document Count 0
Picture Count 36



GENERAL

List Agent - Agent Name and Phone	Braden McCurdy	List Date	7/7/2026
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Realtor.com Y/N	Yes
		Display on Public Websites	Yes
Co-List Agent - Agent Name and Phone		Display Address	Yes
Co-List Office - Office Name and Phone		VOW: Allow AVM	Yes
Showing Phone	888-874-0581	VOW: Allow 3rd Party Comm	Yes
Sale/Lease		Virtual Tour Y/N	
Building Size SqFt	5,001 - 10,000	Days On Market	31
Number of Acres	0.56	Cumulative DOM	31
Zoning	Industrial Park	Input Date	8/6/2026 3:46 PM
Parcel ID	122-09-0-24-01-001.00	Update Date	8/7/2026
# of Stories	1	Off Market Date	
Apx Gross Building SqFt	9,025.00	Status Date	8/6/2026
Apx Net Rentable SqFt		HotSheet Date	8/6/2026
Apx Min Available SqFt	9,025.00	Price Date	8/6/2026
Apx Max Contiguous SqFt	9,025.00		
Apx Vacant SqFt	9,025.00		
Land SqFt	24,393.00		
Present Use of Bldg	Mixed		
Bldg on Leased Land			
Invest Package Available	No		
Year Built	1948		
Subdivision			
Legal	ODD LOTS 25 TO 37 INC. WASHINGTON AVE. VIOLA ADD.		

DIRECTIONS

Directions 21st & Broadway - East on 21st, south on Mosley, east on 19th

FEATURES

LOADING DOCK Raised Ramp RAIL None OVERHEAD DOORS 4 or More 8 Ft Clearance 12 Ft or More Clearance PARKING Street Parking Paved ROAD FRONTAGE City Secondary LOCATION Freestanding Industrial Park	ROOF Flat Roof UTILITIES AVAILABLE Gas Electric City Water City Sewer FLOORS Concrete Slab HEATING Forced Air Gas COOLING Central Air Electric TENANT PAID EXPENSES Electricity	OWNER PAID EXPENSES External Building Repairs Property Insurance Real Estate Taxes ELECTRICAL 220 Volt Single Phase MISCELLANEOUS FEATURES Other/See Remarks PROPOSED FINANCING Other/See Remarks TERMS OF LEASE Month to Month DOCUMENTS ON FILE Aerial Photos Ground Water Addendum	OWNERSHIP Corporate SHOWING INSTRUCTIONS Call Showing # LOCKBOX Combination TYPE OF LISTING Excl Right w/o Reserve AGENT TYPE Sellers Agent FLOOD INSURANCE Unknown POSSESSION At Closing SPECIAL FEATURES/HANDICAP Other CEILING HEIGHT
--	---	--	---

FEATURES

CONSTRUCTION	Gas	11-15 feet
Concrete-Block	Internal Building Repairs	PRESENT USE
Metal Fabricate	Janitorial	Retail
SIDEWALL HEIGHT	Mechanical Repairs	Warehouse
14 Ft to 16 Ft	Sewer	
	Site Maintenance	
	Trash	
	Water	

FINANCIAL

Assumable Y/N	No
With Financing	
Value Land	
Value Improved	0
General Property Taxes	\$3,733.96
General Tax Year	2025
Special Taxes	60.00
Special Tax Year	2025
Special Balance	0.00
Gross Income	
Earnest \$ Deposited With	Security 1st Title

PUBLIC REMARKS

Public Remarks	Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, August 25th, 2026 at 2 PM (ct) BIDDING CLOSING: Wednesday, September 2nd, 2026 at 2:15 PM (ct). Bidding will remain open on this property until 90 seconds have passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES. ABSOLUTE!!! SELLING REGARDLESS OF PRICE!!! Located approximately one mile from the 21st St. & I-135 exchange, this warehouse/storefront boasts 9 ,025± square feet and sits on a 0.56± acre corner lot. Currently rented for \$1,500/month on a month-to-month basis, this terrific property will immediately begin generating income. Selling regardless of price, to the highest bidder, this is a commercial investment opportunity you can't miss! Zoned GI General Industrial 9,025± square feet 0.56± acre corner lot 4 loading docks 3 raised 1 ramped 8' doors (3) 12' door (1) Retail space Office Restroom Ample warehouse space Current gross income \$18,000/annually Month-to-month, \$1,500/month Seller responsibilities: Real estate taxes External repairs Property insurance Walk-in cooler belongs to tenant and will not transfer with the sale of the property. *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. Full auction terms and conditions provided in the Property Information Packet. Total purchase price will include a 10% buyer's premium (\$2,500.00 minimum) added to the final bid. Property available to preview by appointment. Earnest money is due from the high bidder at the auction in the form of check, or immediately available, certified funds in the amount of \$20,000 for 30 day closing or \$30,000 for 45 day closing.
----------------	---

MARKETING REMARKS

Marketing Remarks

AUCTION

Type of Auction Sale	Absolute	1 - Open for Preview
Method of Auction	Online Only	1 - Open/Preview Date
Auction Location	mccurdy.com	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	8/25/2026	2 - Open for Preview
Auction Start Time	2pm	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	09/01/2026 @ 5pm	2 - Open End Time
Buyer Premium Y/N	Yes	3 - Open for Preview
Premium Amount	0.10	3 - Open/Preview Date
Earnest Money Y/N	Yes	3 - Open Start Time
Earnest Amount %/\$	20,000.00	3 - Open End Time

TERMS OF SALE

Terms of Sale See terms and conditions

PERSONAL PROPERTY

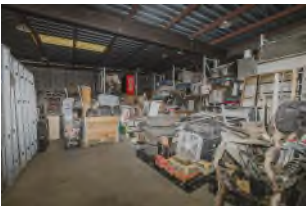
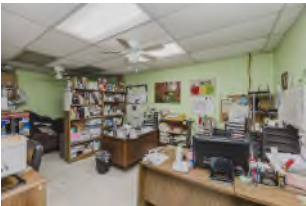
Personal Property

SOLD

How Sold
Sale Price
Net Sold Price
Pending Date
Closing Date
Short Sale Y/N

Seller Paid Loan Asst.
Previously Listed Y/N
Includes Lot Y/N
Sold at Auction Y/N
Selling Agent - Agent Name and Phone
Selling Office - Office Name and Phone
Co-Selling Agent - Agent Name and Phone
Co-Selling Office - Office Name and Phone
Appraiser Name
Non-Mbr Appr Name

ADDITIONAL PICTURES





DISCLAIMER

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 2026 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

TERMS AND CONDITIONS

Thank you for participating in today's auction. The auction will be conducted by McCurdy Real Estate & Auction, LLC ("McCurdy") 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 McCurdy.

1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and, in the event that Bidder is the successful bidder, 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 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 McCurdy, 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; easements; covenants; 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 had 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 McCurdy has been obtained from a variety of sources. Seller and McCurdy 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 McCurdy.
3. 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. McCurdy 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.
4. It is the sole responsibility of Bidder to monitor McCurdy's website with respect to any updates or information regarding any Real Estate on which Bidder is bidding. Bidder acknowledges that information regarding the Real Estate may be updated or changed on McCurdy's website at any time prior to the conclusion of bidding and that Bidder has timely reviewed the Real Estate information or assumes the risk of not having done so.
5. There will be a 10% buyer's premium (\$2,500.00 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 or appraisal.
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, ACH or immediately available, certified funds in the amount set forth by McCurdy, by 4:00 p.m. (CST) on the business day following the auction. In the event that Bidder fails to pay the aforementioned earnest money by the time set forth above, Seller may terminate this Contract and proceed forward with selling the Real Estate to another buyer in addition to all other rights Seller may have under these Terms and Conditions. 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.

8. In the event the nonrefundable earnest money required to be paid as set forth above is in excess of the purchase price, the earnest money amount shall be reduced to the purchase price which Bidder will be required to pay under the same provisions as set forth above.
9. Auction announcements, postings or notifications (as applicable) take precedence over anything previously stated or printed, including these Terms and Conditions.
10. 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.
11. 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 McCurdy, exceptions to certain Terms and Conditions may be made.
12. Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. If the successful Bidder fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these signed 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.
13. It is the responsibility of Bidder to make sure that McCurdy is aware of Bidder's attempt to place a bid. McCurdy disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. McCurdy is not responsible for errors in bidding and Bidder releases and waives any claims against McCurdy for bidding errors.
14. Bidder authorizes McCurdy to film, photograph, or otherwise record the voice or image of Bidder (at live events) and any guests or minors accompanying Bidder at this auction or components of the auction process 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. Bidder also agrees that this information may remain in the public domain for perpetuity. The Real Estate may have audio and/or video recording in use.
15. Broker/agent participation is invited. Broker/agents must fulfill the responsibilities and obligations set forth in the Broker Registration form to qualify for a cooperation/referral fee. To register, the completed form must be received and registered with McCurdy no later than 5 p.m. on the business day prior to the auction. In the event they have not fulfilled the requirements for participation, you may be responsible for the financial obligations with them.
16. McCurdy is acting solely as agent for Seller and not as an agent for Bidder. McCurdy is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will McCurdy 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.
17. Neither Seller nor McCurdy, 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 Real Estate assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy 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 McCurdy are not responsible for any lost, stolen, or damaged property.
18. McCurdy reserves the right to establish all bidding increments. Should the Bidder have any request on increments, it is the responsibility of Bidder to call McCurdy within a reasonable time prior to the conclusion of the auction.
19. McCurdy 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.
20. When creating an online bidding account, Bidder must provide complete and accurate 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 account has been compromised, Bidder must immediately inform McCurdy at auctions@mccurdy.com.

21. Bidder uses the online bidding platform at Bidder's sole risk. McCurdy is not responsible for any errors or omissions relating to the submission or acceptance of online bids. McCurdy 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 McCurdy nor 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.
22. The ability to "pre-bid" or to place 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 McCurdy until the auction is initiated and will not be deemed submitted or accepted by McCurdy until the auction of that particular lot is formally initiated by McCurdy. If you are bidding against a previously placed max bid or pre-bid, the bid placed first will take precedence. If you leave a maximum bid, the bidding platform will bid up to that amount on your behalf and will only use your maximum/whole bid if necessary.
23. In the event of issues relating to the availability or functionality of the online bidding platform during the auction, McCurdy may, in its sole discretion, elect to suspend, pause, or extend the scheduled closing time of the auction. This will be a timed online auction and absentee bids which will be entered into the bidding as they are received. If you leave a maximum bid, the bidding platform will bid up to that amount on your behalf and will only use your maximum/whole bid if necessary.
24. 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.
25. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
26. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
27. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
28. Bidder warrants and represents that they are at least 18 years of age and are fully authorized to bid.
29. 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.
30. 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.
31. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set forth in these Terms and Conditions by 4:00 p.m. (CST) on the business day following the auction, then Bidder will be in breach of these Terms and Conditions and McCurdy may attempt to resell the Real Estate to other potential buyers. Regardless of whether McCurdy 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.

COMMERCIAL PROPERTY DISCLOSURE STATEMENT

Document updated:
April 2015

SELLER:

19th Street Partners LLC

DATE:

PROPERTY ADDRESS:

925 E. 19th St. N. Wichita KS 67214

Part 1. MESSAGE TO THE SELLER:

1. SELLER'S AGREEMENT AND AUTHORIZATIONS:

- A. This form is designed to assist you in making disclosures to the BUYER. If you have actual knowledge of a condition on or affecting the Property, then you must disclose that information to the BUYER on this Commercial Property Disclosure Statement (the "Statement").
- B. SELLER discloses the information on this Statement with the knowledge that even though it is not a warranty or guarantee of the condition of the Property, prospective BUYER(S) may rely on the information contained in this Statement in deciding whether, and on what terms and conditions, to purchase the Property.
- C. SELLER authorizes any real estate licensees involved in this transaction to provide a copy of this Statement to any person or entity in connection with any actual or possible purchase of the Property.

2. SELLER'S INSTRUCTIONS:

- A. SELLER has an obligation under this Statement to:
 - (1) Review this Statement and any attachments carefully;
 - (2) Verify all the important information concerning the Property;
 - (3) Attach all available supporting documentation on the Property;
 - (4) Use explanations lines as requested and when necessary; and
 - (5) Use the explanation lines to explain when the SELLER does not have the personal knowledge to answer a question.
- B. By signing this Statement, the SELLER agrees and acknowledges that the failure to disclose known material facts about the Property may result in liability to the BUYER for fraud and misrepresentation.

3. SELLER'S INDEMNIFICATION OF REAL ESTATE LICENSEES:

- A. SELLER agrees to hold harmless, indemnify and defend any real estate licensees involved in this transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to sell the Property.

SELLER'S INITIALS

SELLER'S INITIALS

Part 2. MESSAGE TO THE BUYER:

1. BUYER'S AGREEMENT AND AUTHORIZATIONS:

- A. This Statement is a disclosure of the condition of the Property as it is actually known by the SELLER on the date that the Statement was signed.
- B. BUYER agrees and acknowledges that this Statement is not a warranty or guarantee of any kind by the SELLER or any real estate licensees involved in this transaction regarding the condition of the Property and should not be used as a substitute for any inspections or warranties the BUYER(S) may wish to obtain on the Property.

2. BUYER'S INSTRUCTIONS:

- A. BUYER has an obligation under this Statement to:
- (1) Review this Statement and any attachments carefully;
 - (2) Verify all the important information about the condition of the Property contained in this Statement;
 - (3) Ask the SELLER about any incomplete or inadequate responses;
 - (4) Inquire about any concerns about the condition of the Property not addressed on this Statement;
 - (5) Review all other applicable documents concerning the Property;
 - (6) Conduct personal or professional inspections of the Property; and
 - (7) Investigate the surrounding areas of the Property to determine suitability for the BUYER.
- B. By signing this Agreement, the BUYER agrees and acknowledges that the failure to exercise due diligence to inspect the Property and verify the information about the condition of the Property contained in this Statement may affect the ability of the BUYER to hold the SELLER liable for conditions on the Property.

3. BUYER'S AGREEMENT TO HOLD REAL ESTATE LICENSEES HARMLESS:

- A. BUYER agrees that any real estate licensees involved in this transaction are not experts at detecting or repairing physical defects in and on the Property. BUYER agrees to hold harmless any real estate licensees involved in this lease transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to purchase the Property.

BUYER'S INITIALS

BUYER'S INITIALS

Part 3. GENERAL PROPERTY INFORMATION:

1. Approximate age of the Property: 1971
2. Appropriate date that SELLER acquired the Property: Unknown
3. Does the SELLER currently occupy the Property? ☐ Yes ☒ No
- A. If No, has the SELLER ever occupied the Property? ☐ Yes ☒ No
4. Is the SELLER current on the following assessments, charges, fees or payments relating to the Property:
- A. Mortgage payments? ☒ Yes ☐ No
- B. Property taxes? ☒ Yes ☐ No
- C. Special assessments? ☒ Yes ☐ No
- D. Other: _____ ☒ Yes ☐ No
5. What is the current zoning of the Property?
6. Are you aware of:
- A. Any violation of zoning, setbacks or restrictions or of a non-conforming use on the Property? ☐ Yes ☒ No
- B. Any declarations, deed restrictions, plan or plat requirements that have authority over the Property? ☐ Yes ☒ No
- C. Any violation of laws or regulations affecting the Property? ☐ Yes ☒ No
- D. Any existing or threatened legal action pertaining to the Property? ☐ Yes ☒ No
- E. Any litigation or settlement pertaining to the Property? ☐ Yes ☒ No
- F. Any current or future special assessments pertaining to the Property? ☐ Yes ☒ No
- G. Any other conditions that may materially and adversely affect the value or desirability of the Property? ☐ Yes ☒ No
- H. Any other condition that may prevent you from completing the sale of the Property? ☐ Yes ☒ No

I. Any leases on the Property?

☒ Yes ☐ No

If Yes, please attach a copy of each lease agreement and describe the tenant's rights and obligations under the leases:

J. Any party currently in possession of the Property or a portion of the Property other than the SELLER?

☒ Yes ☐ No

K. Any construction, landscaping or surveying done on the Property within the last six months?

☐ Yes ☒ No

L. Any additions, alterations, repairs or structural modifications made without the necessary permits?

☐ Yes ☒ No

M. Any nuisance or other problems originating within the general vicinity of the Property?

☐ Yes ☒ No

N. Any notices of nuisance abatement, citations or investigations regarding the Property?

☐ Yes ☒ No

O. Any recent reappraisal, reclassification or revaluation of the Property for property tax purposes?

☐ Yes ☒ No

P. Any public authority contemplating condemnation proceedings?

☐ Yes ☒ No

Q. Any government rule limiting the future use of the Property other than existing zoning regulations?

☐ Yes ☒ No

R. Any government plans or discussion of public projects that could lead to the formation of a special benefit assessment district covering the Property or any portion of the Property?

☐ Yes ☒ No

S. Any interest in all or part of the Property that has been reserved by the previous owner?

☐ Yes ☒ No

T. Any unrecorded interests affecting the Property?

☐ Yes ☒ No

U. Anything that would interfere in passing clear title to the BUYER?

☐ Yes ☒ No

V. If you have answered "Yes" to any of the questions in 6(A) through (V), please attach documentation and explain here:

W. Additional Comments:

Part 4. STRUCTURAL CONDITIONS:

1. Have there been any leaking or other problems with the roof, flashing or rain gutters?

☐ Yes ☒ No

A. If Yes, what was the date of the occurrence?: _____

2. Have there been any repairs to the roof, flashing or rain gutters?

☐ Yes ☒ No

A. If Yes, please provide the date of the repairs?: _____

3. Has there been any damage to the Property due to wind, fire or flood?

☐ Yes ☒ No

4. Are there any structural problems with the Property?

☐ Yes ☒ No

5. Is there any exposed wiring presently in any structures on the Property?

☐ Yes ☒ No

6. Are there any windows or doors that leak or have broken seals?

☐ Yes ☒ No

7. Do you have any knowledge of any damage to the Property caused by termites or wood infestation?

☐ Yes ☒ No

A. If Yes, is the Property currently under warranty?

☐ Yes ☒ No

B. If Yes, please name the company here: _____

8. Have you ever experienced or are you aware of any:

A. Movement, shifting, deterioration or other problems with the basement, foundation or walls?

☐ Yes ☒ No

B. Corrective action taken to remedy these conditions, including but not limited to bracing or piercing?

☐ Yes ☒ No

C. Water leakage or dampness in the Property?

☐ Yes ☒ No

D. Dry rot, wood rot or similar conditions on the wood of the Property?

☐ Yes ☒ No

E. Problems with driveways, fences, patios or retaining walls on the Property?

☐ Yes ☒ No

F. Any failure of the Property to comply with the Americans with Disabilities Act?

☐ Yes ☒ No

9. If you have answered Yes to any of the questions in this Part 4, attach any written documentation and explain here:

10. Additional Comments:

Part 5. LAND CONDITIONS:

1. Is the Property or any portion of the Property located in a flood zone, wetlands area or proposed to be located in such as designated by the Federal Emergency Management Agency(FEMA)? ☐ Yes ☒ No
2. Are you aware of any drainage or flood problems on the Property or adjacent properties? ☐ Yes ☒ No
3. Have any neighbors complained that the Property causes drainage problems? ☐ Yes ☒ No
4. Is there fencing on the Property?
If Yes, does the fencing belong to the Property? ☒ Yes ☐ No
5. Are you aware of any encroachments, boundary line disputes or non-utility easements affecting the Property? ☐ Yes ☒ No
6. Are there any features of the Property shared in common with adjoining landowners, such as walls, fences, roads or driveways?
If Yes, is the Property owner responsible for the maintenance of any such shared features? ☐ Yes ☒ No
7. Are you aware of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval or earth stability problems that have occurred on the Property or in the immediate vicinity of the Property? ☐ Yes ☒ No
8. If you have answered Yes to any of the questions in this Part 5, attach any written documentation and explain here:

9. Additional Comments:

Part 6. WATER AND SEWAGE SYSTEMS:

1. What is the water source on the Property? ☒ Public Water ☐ Private Water ☐ Well ☐ Cistern ☐ Other ☐ None
2. Does the Property have any sewage facilities on or connected to it? ☒ Yes ☐ No
3. Are you aware of any problems relating to the water systems or sewage facilities on the Property?
If Yes, please explain: ☐ Yes ☒ No

4. Additional Comments:

Part 7. ELECTRICAL/GAS/HEATING AND COOLING SYSTEMS:

1. Is there electrical service connected to the Property? ☒ Yes ☐ No
2. Does the Property have heating systems? ☒ Yes ☐ No
- A. If Yes, please specify: ☐ Electrical ☐ Fuel Oil ☒ Natural Gas ☐ Heat Pump ☐ Propane ☐ Other *unless Removed by Ten*
3. Does the Property have air conditioning? ☒ Yes ☐ No
- A. If Yes, please specify: ☒ Central Electric ☐ Central Gas ☐ Heat Pump ☐ Window Unit(s)
4. Does the Property have a water heater? ☒ Yes ☐ No
- A. If Yes, please specify: *either* ☒ Electric ☒ Gas ☐ Solar
5. Are you aware of any problems relating to the electrical, gas or heating and cooling systems on the Property? ☐ Yes ☒ No
- If Yes, please explain:

6. Additional Comments:

Part 8. HAZARDOUS CONDITIONS:

1. Are you aware of any existing hazardous conditions on the Property or adjacent properties (e.g. methane gas, radon gas, mold, methamphetamine production, radioactive material, landfill or toxic materials)? ☐ Yes ☒ No
2. Are you aware of any methamphetamine or other controlled substances being manufactured, stored or used on the Property? ☐ Yes ☒ No
3. Are you aware of any previous disposal of any hazardous waste products, chemicals, polychlorinated biphenyls (PCBs), hydraulic fluids, solvents, paints, illegal or other drugs or insulation on the Property? ☐ Yes ☒ No
4. Are you aware of any other environmental conditions on the Property? ☐ Yes ☒ No
5. Have any other environmental inspections or tests been conducted on the Property? ☐ Yes ☒ No
6. Are you aware of any aboveground or underground storage tanks on this Property? ☐ Yes ☒ No
7. If you have answered Yes to any of the questions in this Part 8, attach any written documentation and explain here:

8. Additional Comments:

Part 9. APPLIANCES, EQUIPMENT AND FIXTURES:

Indicate the condition of the following items by marking the appropriate box. Check only one box.

	NOT INCLUDED	WORKING	NOT WORKING		NOT INCLUDED	WORKING	NOT WORKING
1. Air conditioning – central system	☐	☒	☐	9. Lawn sprinkler(s)	☒	☐	☐
2. Air conditioning – window units	☒	☐	☐	10. Security gate(s)	☒	☐	☐
3. Air purifier system	☒	☐	☐	11. Security system(s)	☒	☐	☐
4. Dock leveler	☒	☐	☐	12. Smoke detector(s)	☒	☐	☐
5. Elevator	☒	☐	☐	13. Wiring system	☒	☐	☐
6. Exhaust fans – Bathrooms	☒	☐	☐	14. Other: _____	☐	☐	☐
7. Fire alarm(s)	☒	☐	☐	15. Other: _____	☐	☐	☐
8. Fire sprinkler(s)	☒	☐	☐	16. Other: _____	☐	☐	☐

Part 10. ACKNOWLEDGEMENT AND AGREEMENT:

1. The information provided in this Statement is the representation of the SELLER and not the representation of any real estate licensees involved in this transaction. Once the Statement is signed by both the BUYER and the SELLER, the information contained in the Statement will become part of any Contract to purchase the Property between the BUYER and SELLER.
2. The information provided in this Statement has been furnished by the SELLER, who certifies to the truth thereof to the best of SELLER'S belief and knowledge, as of the date signed by the SELLER. Any substantive changes subsequent to initial completion of the Statement will be disclosed by the SELLER to the BUYER prior to the signing of the Contract to purchase the Property.
3. BUYER acknowledges that BUYER has read and received a signed copy of the Statement from the SELLER, the SELLER'S agent or any real estate licensees involved in this transaction.
4. BUYER agrees that BUYER has carefully inspected the Property. Subject to any inspections allowed under the Contract to purchase the Property with the SELLER, BUYER agrees to purchase the Property in its present condition only and without warranties or guarantees of any kind by the SELLER or any real estate licensee concerning the condition of the Property.
5. BUYER agrees to verify any of the above information that is important to the BUYER by an independent investigation. BUYER has been advised to have the Property examined by professional inspectors.
6. BUYER acknowledges that neither the SELLER nor any real estate licensees involved in the transaction are experts at detecting or repairing physical defects in the Property. BUYER states that no important representations of the BUYER or any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed above or as fully set forth as follows and signed by the SELLER in this Statement or by real estate licensees in a separate document:

CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

SELLER'S SIGNATURE Talal Timsah, Member DATE 7/8/20

BUYER'S SIGNATURE _____ DATE _____

SELLER'S SIGNATURE _____ DATE _____

BUYER'S SIGNATURE _____ DATE _____



WATER WELL INSPECTION REQUIREMENTS

Property Address: 925 E. 19th St. N. - Wichita, KS 67214

Each City and County have different inspection requirements. If you are required to do an inspection our office will email you the information.

For properties within the *City of Wichita* the requirements are:

1. Any type of water well must have a Title Transfer Inspection performed prior to the transfer of the property. The property owner is required to notify the City of Wichita, Department of Environmental Services at the time the property is listed for sale and is responsible for the \$125.00 inspection fee. If the water well on the property is used for personal use (drinking, cooking, or bathing), the well must also be sampled to ensure that the water is potable. A sample fee of \$25.00 per sample will be charged, in addition to the inspection fee. If the well is for irrigation purposes only, the water sample is optional. The City of Wichita will bill for the inspection and sample.
2. All water wells must be located a minimum of 25 feet from a foundation that has been treated for termites (or will require treatment prior to transfer of ownership) with a subsurface pressurized application of a pesticide. Existing wells may remain in a basement so long as they are not within 10 feet of the main sewer line or within 25 feet of foundation if no termite treatment has occurred or is currently needed.

DOES THE PROPERTY HAVE A WELL? YES _____ NO ☒

If yes, what type? Irrigation _____ Drinking _____ Other _____

Location of Well: _____

DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES _____ NO ☒

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

 Ted Timsah, Manager

07/07/2026

Owner/Seller

Date

Owner/Seller

Date

Buyer

Date

Buyer

Date

GROUNDWATER / ENVIRONMENTAL ADDENDUM

1 THIS ADDENDUM to Contract for Sale and Purchase of Real Estate between and among the undersigned is
2 entered into effective on the last date set forth below.

3 Groundwater contamination has been detected in several areas in and around Sedgwick County.
4 Licensees do not have any expertise in evaluating environmental conditions.

5 The parties are proposing the sale and purchase of certain property, commonly known as:
6 925 E. 19th St. N. - Wichita, KS 67214

7 **The parties are advised to obtain expert advice in regard to any environmental concerns.**

8 **SELLER'S DISCLOSURE (please complete both a and b below)**

9 **(a)** Presence of groundwater contamination or other environmental concerns **(initial one):**

10  Seller has no knowledge of groundwater contamination or other environmental concerns;
11 or
12 _____ Known groundwater contamination or other environmental concerns are:
13
14

15 **(b)** Records and reports in possession of Seller **(initial one):**

16  Seller has no reports or records pertaining to groundwater contamination or other
17 environmental concerns; or
18 _____ Seller has provided the Buyer with all available records and reports pertaining to
19 groundwater contamination or other environmental concerns (list document below):
20
21

22 **BUYER'S ACKNOWLEDGMENT (please complete c below)**

23 **(c)** _____ Buyer has received copies of all information, if any, listed above. **(initial)**

24 **CERTIFICATION**

25 Seller certifies, to the best of Seller's knowledge, that the information Seller has provided is true and
26 accurate, and that Buyer and all licensees involved are relying on Seller's information. Buyer certifies that
27 Buyer has reviewed Seller's responses and any records and reports furnished by Seller.

28  07/07/2026
29 Seller Date

Buyer Date

30 _____
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.



AVERAGE MONTHLY UTILITIES

MISCELLANEOUS INFORMATION

Property Address: 925 E. 19th St. N. - Wichita, KS 67214 (the "Real Estate")

Please provide below, to the best of your knowledge, the requested information related to the Real Estate.

	Utility Provider Company	12 Month Avg
Electric:	Everygy	Unknown
Water & Sewer:	Public Works & Utilities	Unknown
Gas Propane:	Kansas Gas Service	Unknown

If propane, is tank owned or leased? Owned Leased

If leased, please provide company name and monthly lease amount:

Appliances that Transfer:

Refrigerator?	Yes	No ☒	Washer?	Yes	No ☒
Dishwasher?	Yes	No ☒	Dryer?	Yes	No ☒
Stove/Oven?	Yes	No ☒	Other?	_____	_____
Microwave?	Yes	No ☒			

Homeowners Association:

Yes No ☒

Dues Amount: _____ Yearly Monthly Quarterly

Initiation Fee: _____

Are there any permanently attached items that will not transfer with the Real Estate (e.g. projector, chandelier, etc.)? N/A

Information provided has been obtained from a variety of sources. McCurdy has not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness.

2nd Lease Amendment

THIS LEASE AMENDMENT is made and entered into this 27th day of October, 2017,

BY AND BETWEEN

hereinafter referred to as "Landlord"

and

hereinafter referred to as "Tenant"

WITNESSETH

WHEREAS, Landlord and Tenant did enter into a certain Lease Agreement dated September 22, 2014, hereinafter referred to as the "Lease", for approximately 9,000 square feet of commercial space located at 925 E. 19th Street, Wichita, Kansas.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree the Lease shall be amended as follows:

1. Landlord and Tenant agree to extend the original Lease on a Month-to-Month basis, beginning November 1, 2017. Rent for said term shall be \$1,500.00 per month. Said Lease may be terminated by Landlord or Tenant by providing the other with written notice at least thirty (30) days prior to the periodic rent paying date.
2. Except as specifically provided herein, all other terms and conditions of the original Lease Agreement entered into by Landlord and Tenant shall continue to be in full force and effect. No prior or contemporaneous agreements, oral or written, shall be of any force or effect, it being presumed that same have merged in this Lease Addendum.

IN WITNESS WHEREOF, this Amendment to Lease Agreement is executed as of the day and date first above written.

Ten

Landlord

By: _____

By: _____

Print _____

Print _____

Date: 10/27/17

Date: 10/30/2017

LEASE AGREEMENT

THIS AGREEMENT, is made and entered into this 22nd day of September, 2014,

BY AND BETWEEN

HEREINAFTER CALLED "LANDLORD"

AND

HEREINAFTER CALLED "TENANT"

whether said Landlord or said Tenant is one or more or an individual, partnership, corporation, or other,

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property, together with the improvements thereon and appurtenances thereto, hereinafter described, and Tenant desire to rent said real property and the said improvements and appurtenances.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. Landlord hereby lets and leases unto the Tenant the premises commonly known as 925 E 19th Street N, Wichita, KS 67214 and covering approximately 9,000 square feet, the same being an food distribution warehouse, for a period of three (3) years ("Lease Term"), commencing October 1, 2014, ("Lease Commencement Date") and expiring October 31, 2017

Tenant shall use said leased premises for operating a food distribution warehouse and such other related and similar enterprises as Tenant may desire, but for no other use without Landlord's prior written consent. The leased premises are referred to herein as the "premises", "leased premises" or "leased property".

2. As rent for said premises, Tenant shall pay to Landlord as follows:

Period	Rent
October 1, 2014	\$0.00/month
November 1, 2014-October 31, 2015	\$1500.00/month
November 1, 2015-October 31, 2017	\$1700.00/month

Upon execution of this Agreement, Tenant shall pay Landlord in good funds the amount One Thousand Five Hundred Dollars and No/100 (\$1,500.00) representing Tenant's security deposit. All monthly payments will be due on the first day of each succeeding month during the term of this lease, beginning November 1, 2014. In the event the rent commencement date falls on a day other than the first day of a calendar month, the monthly rent shall be prorated for such partial month. If Tenant defaults with respect to any provision of this lease, including but not limited to the provisions relating to the payment of rent or other charges, Landlord may use, apply or retain all or any part of the security deposit for payment of any such rent or any other sum in default, or for the payments of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default. If Tenant shall full and faithfully perform every provision of this lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant without interest at the expiration or termination of this lease.

(a) In the event any installment of Rent or any part thereof which is not made by the fifth day of each month during the term, Tenant shall pay to Landlord, along with such delinquent payment, a late payment fee equal to \$50.00 plus \$5.00 per day until the past due balance is paid in full.

(b) Landlord shall pay all real estate taxes and assessments, as well as all other taxes and charges, which may be levied against the leased property. Tenant shall pay all personal property taxes and other taxes and charges levied against its personal property as and when the same shall be due and payable.

(c) Landlord shall be solely responsible for, and shall obtain and keep in full force and effect fire and extended insurance coverage covering the building improvements on said leased property in an amount not less than the replacement value. Tenant shall be solely responsible for, and shall obtain and keep in full force and effect, a fire and extended coverage insurance policy covering Tenant's leasehold improvements and Tenant's personal property located at the leased premises. Tenant shall not allow any act or business on the leased premises that will make void or voidable any fire insurance now on or hereafter obtained on said premises or building. If tenant fails to obtain said insurance the Landlord will obtain and bill Tenant.

(d) Tenant shall secure and maintain public liability insurance under which the Landlord shall be named as an insured, properly protecting and indemnifying the Landlord in an amount not less than One Million and No/100 Dollars (\$1,000,000) for injury or damage to any one person (including death), not less than One Million and No/100 Dollars (\$1,000,000) for any one accident, and One Million and No/100 Dollars (\$1,000,000) for property damage; or a One Million and No/100 Dollars (\$1,000,000) combined single limit per occurrence. The Tenant shall furnish to the Landlord a certificate or certificates of such insurance.

(e) Each party hereto hereby waives all claims for recovery from the other party for any losses or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance, subject, however, to the limitation that this waiver shall apply only when permitted by the applicable policy of insurance.

(f) Tenant shall maintain and pay for all electric, heat, water, and all other utilities and janitorial services used by it in, on, or about the leased premises and shall place utilities in tenant's name.

(g) Tenant shall keep and maintain the interior of said premises and all appurtenances thereto in good condition and repair at Tenant's sole expense, and will return the same in good condition and repair at the termination of this lease or any renewal thereof, ordinary wear and tear excepted. Tenant shall keep and maintain exterior parking lot of said premises and all appurtenances thereto in good condition and repair at Tenant's sole expense. Tenant shall keep and maintain all lawn care and landscaping of the entire leased premises at Tenant's sole cost and expense. Tenant shall be responsible for all snow removal and ice removal of entire leased premises at Tenant's sole cost and expense. Landlord has no responsibilities for any maintenance, repairs, or replacement of HVAC, plumbing, electrical, sewer, roof, parking lot, or any other appurtenances thereof.

(h) Landlord shall maintain all exterior and structural walls and foundation of the leased premises. Landlord shall have no other responsibilities whatsoever.

(i) Landlord agrees that so long as Tenant is not in default under the covenants and agreements of this lease, but subject in all respects to the terms and conditions of this lease, Tenant's quiet and peaceable enjoyment of the leased premises shall not be disturbed or interfered with by Landlord or by any person claiming by, through, or under Landlord.

3. In the event of damage to said building or premises by casualty or otherwise, Landlord shall not be liable for any damage to Tenant's merchandise or property.

4. Tenant shall at all times during the term of this lease indemnify, pay for, protect, defend and save harmless the Landlord from and against any and all claims, costs, charges, liabilities, or attorneys' fees arising from damage or injury, actual or claimed, of whatsoever kind or character, to persons or property, occurring in, on, or about the leased premises unless arising solely from Landlord's negligence or willful misconduct.

5. All additions, alterations, changes, improvements, and repairs made by the Tenant will be completed in a workmanlike manner and in accordance with all building laws and ordinances and other valid regulations, ordinances and laws then in force relating thereto; and all such additions, alterations, changes, improvements, and repairs made by the Tenant in and to the premises hereby leased shall, when made, become a part of the leased premises and upon the termination of this lease shall remain with and be surrendered except as hereinafter stated in respect to trade fixtures.

Tenant is hereby granted permission to affix such signs, displays, and advertising material upon the exterior walls of the building as Tenant shall desire; provided, however, said Tenant shall not paint such signs, displays, and advertising material upon the face of the present premises; and provided, further, that all such signs, displays, and advertising material affixed to such building shall be done in accordance with the laws and ordinances of the City, County, and

State; and in removing such signs, displays, and advertising material Tenant shall repair in a good and workmanlike manner any damage caused by the affixing of such signs, displays, and advertising material or the removal thereof.

6. Tenant shall not do or suffer anything to be done whereby the leased premises or any part thereof may be encumbered by a mechanic's or similar lien and if, whenever and as often as any mechanic's or similar lien is filed against the leased premises or any part thereof purporting to be for or on account of any labor, material or services furnished in connection with any work in or about the leased premises done by, for or under the authority of the Tenant or anyone claiming by, through or under the Tenant, the Tenant shall secure the discharge thereof within thirty (30) days after the date of filing; provided, however, that the Tenant shall have the right to contest any such mechanic's or other lien filed against the leased premises or any part thereof if within such thirty (30) day period it notifies the Landlord of its intention so to do, diligently prosecutes any such contest, at all times effectually prevents any official or judicial sale of the leased premises under execution or otherwise, pays or otherwise satisfies any final judgment rendered on said contested lien claim and thereafter promptly procures record satisfaction or release thereof.

7. If said building shall become damaged during the term of the lease, by reason of fire or other casualty, so damaged that the Landlord shall decline to recondition, either temporarily or permanently, then the term shall cease, and the accrued rent shall be paid up to the time of the fire or other casualty with no further obligation of either party hereunder to recognize this lease if the building be later rebuilt. In the event, however, Landlord shall decide to rebuild, recondition, or repair said building immediately, the rent during the restoration period shall abate in proportion to the damage sustained to the leased premises.

8. Landlord and its agents shall have the right to enter upon leased premises at all reasonable times during the term hereof (i) upon twenty-four (24) hours prior notice to Tenant for the purpose of examining and inspecting the same or (ii) immediately in the event of an emergency.

9. Provided that Tenant is not in default of its obligation under this lease, Tenant shall have the right assign this lease or sublease said leased premises during the term of Tenant's lease term, with consent of Landlord, such consent to not be unreasonably withheld. Regardless of whether Landlord's consent is given hereunder, no subletting or assignment shall release Tenant of Tenant's obligation hereunder or alter the primary liability of Tenant to pay the rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this lease. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any assignee of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee or successor. Landlord may consent to subsequent assignments or subletting of this lease or amendments or modifications hereto with assignees of Tenant without notifying Tenant or any successor of

Tenant, and without obtaining its or their consent thereto, and such action shall not relieve Tenant of liability under this lease.

10. In the event of the failure of the Tenant to pay rent within ten (10) days of the date the same is due or if the Tenant shall fail to comply with or perform any of the other terms, covenants, or conditions of this lease for a period of fifteen (15) days after notice by the Landlord (or such longer period of time as is reasonably necessary to effect such cure, provided that Tenant has promptly commenced such remedy and is diligently pursuing such cure, but in no event shall such additional period of time exceed forty-five (45) days, or if Tenant shall abandon or vacate the leased premises or any part thereof before the end of said term, or if the Tenant shall be adjudicated bankrupt or insolvent according to law or shall make an assignment for the benefit of creditors, or in the event of an involuntary assignment or attachment of or levy on Tenant's interest herein, or if Tenant or the business of the Tenant shall be placed in the hands of a receiver or trustee appointed by the court or otherwise, then and in any of said cases the Landlord may lawfully enter into and upon the said premises or any part thereof in the name of the whole and repossess the same as of the former estate of the Landlord and expel the Tenant and those claiming under and through it and remove their effects, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenants; and upon entry as aforesaid this lease shall terminate, and the Tenant covenants that in case of such termination Tenant will indemnify the Landlord against all loss of rent which the Landlord may incur by reason of such termination, during the residue of the term above specified. Provided, Landlord's exercise of this right shall not waive or release Landlord from its obligation to make a commercially reasonable attempt to re-lease the leased premises and mitigate Tenant's loss hereunder.

Any failure or neglect by the Landlord at any time to declare forfeiture of this lease or any breach or default thereof or thereunder shall not be taken or considered as a waiver of the right to thereafter declare a forfeiture for other or like or succeeding default or breach.

11. Landlord represents and warrants that it is the owner of the premises, that no tenancy or license is in effect that would conflict with the rights granted to Tenant under this lease and that Landlord has full right and authority to lease the same to the Tenant for the term herein set out.

12. Tenant may, provided it is not in default in the performance of any of its obligations hereunder, remove from the leased premises at the termination of this lease any and all furniture and trade fixtures it may have installed in or placed upon the leased premises; provided, however, that Tenant shall make all necessary repairs to the premises occasioned by such removal.

13. This lease, or any renewals thereof, may be terminated by the Landlord by giving to the Tenant ninety (90) days written notice of intention to terminate the same in the event of the taking of said premises or any part thereof under eminent domain proceedings or other lawful taking; and in such event Tenant shall give up said premises at the expiration of said ninety (90) days. Tenant shall not have any claim for remuneration of any kind or nature from Landlord

arising out of such termination, and hereby releases and discharges Landlord and any proceeds of such condemnation payable to Landlord; however, Tenant reserves the right to any claim against any condemning authority arising out of the termination of Tenant's leasehold estate, including, but not limited to, any fixtures and improvements Tenant may have installed in or made on the demised premises.

Tenant further reserves the right to occupy said premises until the entry of a final award by the condemning authority.

14. All notices required or desired to be given hereunder shall be deemed duly served for all purposes by mailing a copy thereof certified or registered mail, postage prepaid, addressed to Landlord at _____, or at such other place or places as Landlord may designate in writing, or, as the case may be, to Tenant at 925 E 19th Street N, Wichita, Kansas 67214, or at such other place or places as Tenant may from time to time designate in writing.

15. The rentals herein provided shall be paid to Landlord, _____, at _____, or at such other place or places as Landlord from time to time may designate in writing.

16. The Americans With Disabilities Act prohibits discrimination on the basis of disability in places of public accommodation and in commercial facilities, has certain compliance requirements that the subject property may have to meet.

17. Environmental Compliance.

a. Landlord states that Landlord hereby gives or has given to Tenant (and to Broker) any and all information Landlord has personally or Landlord has received from State or Local governmental units and/or from EPA or from any private individual or entity concerning the premises' compliance with Federal, State and Municipal environmental regulations, laws or ordinances.

b. Tenant may conduct an Environmental Site Assessment at Tenant's expense prior to taking occupancy of the premises. In the event Tenant does take occupancy of the premises, Tenant shall be deemed to accept the premises in their then condition without regard to any findings which an Environmental Site Assessment might disclose.

c. Tenant covenants that Tenant will not cause or permit the premises to contravene any applicable environmental or hazardous material statute, ordinance, or regulation during the lease term or any renewal or holding-over period.

18. The covenants and agreements herein contained shall run with the property and premises hereby leased and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

19. As to any and all mortgages or lien now existing upon or that may be hereafter placed upon the leased premises and to all subsequent renewals, modifications, consolidations, replacements or extensions thereof, the lien of any such mortgage or lien shall be superior to all rights hereby or hereunder vested in Tenant, to the full extent of all sums secured thereby, and Tenant agrees to execute any subordination documents provided by Landlord's lender with respect thereto. Landlord covenants and agrees to use commercially reasonable efforts to secure from its lender holding a mortgage, lien, encumbrance or deed of trust now or hereafter encumbering a non-disturbance agreement, on such lender's standard form, which will provide, in part, that in the event of foreclosure or similar proceeding, Tenant shall remain undisturbed under this lease so long as Tenant complies with all of the terms, obligations and conditions hereunder.

20. As a condition to the effectiveness of this lease and as a material inducement for Landlord to enter into this lease, Tenant covenants and agrees to execute the Personal Guaranty attached hereto.

21. This lease shall be contingent upon Landlord purchasing the Premises.

IN WITNESS WHEREOF, the parties hereto have ~~set~~ their hands the day and year first above written.

By

Pri



By:___

Printe

"Tenant"

GUARANTY

THIS GUARANTY ("Guaranty") is hereby executed this 22nd day of September 2014, by _____ ("Guarantor"), in favor of

1. In consideration of, and as an inducement for, the execution and delivery by Landlord of the lease dated September 22, 2014 (the "Lease"), between Landlord and _____ with respect to certain leased premises in the Lease ("Premises") and for one (\$1.00) Dollar and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Guarantor does hereby, jointly and severally with any other Guarantor of the Lease, unconditionally guarantees to Landlord and its successors and assigns, the full and timely performance by Tenant of all of its obligations contained in the Lease on Tenant's part to be performed during the term of the Lease and any renewal or extension thereof, together with all reasonable attorneys' fees and disbursements and all litigation costs and expenses incurred or payable by Landlord or for which Landlord may be responsible or liable; and Guarantor hereby further expressly covenants and agrees that neither the obligations nor the liability of Guarantor hereunder shall in any wise be terminated or otherwise affected or impaired by reason of Landlord's assertion against Tenant of, or Landlord's failure to assert against Tenant, any of the rights or remedies available to Landlord pursuant to the Lease or allowed at law or in equity.

2. In addition to the guaranty obligations set forth in Paragraph 1 above, Guarantor hereby covenants and agrees to pay within ten (10) days after Landlord's demand therefor, all reasonable attorneys fees and disbursements and all litigation costs and expenses incurred or pay by Landlord in connection with the enforcement of this Guaranty.

3. This Guaranty is an absolute and unconditional guaranty of payment (and not merely of collection). Guarantor acknowledges that this Guaranty and Guarantor's obligations and liabilities under This Guaranty are and shall at all times continue to be absolute and unconditional in all respects, and shall at all times be valid and enforceable irrespective of any other agreements or circumstances of any nature whatsoever which might otherwise constitute a defense to this Guaranty and the obligations and liabilities of Guarantor under this Guaranty or the obligations or liabilities of any other person or entity (including, without limitation, Tenant) relating to this Guaranty or the obligations or liabilities of Guarantor hereunder or otherwise with respect to the Lease or to Tenant. This Guaranty sets forth the entire agreement and understanding of Landlord and Guarantor and Guarantor acknowledges that no oral or other agreements, understandings, representations or warranties exist with respect to this Guaranty or with respect to the obligations or liabilities of Guarantor under this Guaranty.

4. Guarantor hereby covenants and agrees to and with Landlord and its successors and assigns, that Guarantor may be joined in any action against Tenant in connection with the Lease, and that recovery may be had against Guarantor in such action or in any independent action against Guarantor without Landlord or its successors or assigns first pursuing or exhausting any remedy or claim against Tenant or its successors or assigns or any other remedy

or claim under any other security for, or guaranty of, its obligations or liabilities of Tenant under this Lease.

5. This Guaranty shall be a continuing guaranty, and shall survive a termination of the Lease. Guarantor further covenants and agrees that Guaranty shall not be affected or impaired by, and shall remain and continue in full force and effect as to, any renewal, amendment, modification or extension of the Lease and as to any assignment of Lease or any interest therein or the subletting of all or portions of the Premises and shall cover, apply to and incorporate all of the terms, covenants and conditions of all such renewals, amendments, modifications, extensions, assignments and sublettings (without need of any notice or consent of Guarantor thereto) regardless of who occupies the Premises or whether or not any portion of the Premises is occupied. Additionally, Guarantor further covenants and agrees that this Guaranty shall not be affected or impaired by, and shall continue in full force and effect notwithstanding (i) the enforceability, or unenforceability, of any provision of the Lease, or any such renewal, amendment, modification, extension or assignment thereof of sublease of all or any portion of the Premises, (ii) any extension of time that may be granted to Tenant or its successors or assigns, (iii) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement or readjustment of, or other similar proceeding affecting the Tenant or any of its assets or the disaffirmance, rejection or postponement in any such proceeding of any of Tenant's obligations or undertakings set forth in the Lease, or (iv) the merger or consolidation of the Tenant with any corporation, or other entity, or the sale, divestiture or other disposition of any or all of the interest of Guarantor in the Tenant or any entity controlling, controlled by or under common control with Tenant, or (v) the holding over by Tenant in the Premises after the expiration of the Lease. For purposes hereof, "control" shall mean the possession of the power to direct or cause the direction of the management and policies of such corporation or other entity whether through the ownership of voting securities, by contract or otherwise.

6. All of Landlord's rights and remedies under the Lease and under this Guaranty, are intended to be distinct, separate and cumulative and no such right or remedy therein or herein mentioned, whether exercised by Landlord or not, is intended to be in exclusion or a waiver of any of the others. This Guaranty cannot be modified, waived or terminated unless such modification, waiver or termination is in writing, signed by Landlord.

7. Neither the obligations nor the liabilities of Guarantor hereunder shall be released, reduced, diminished, offset or otherwise affected by the existence of, or Landlord's receipt, application, use, retention or release of, any security given for the performance, observance and compliance with any of the terms, covenants or conditions required to be performed, observed or complied with by Tenant under the Lease, and for the purposes of Guarantor's obligations and liabilities under this Guaranty, Landlord shall be deemed not to be holding any security under the Lease and not to have applied, used or retained any security deposit.

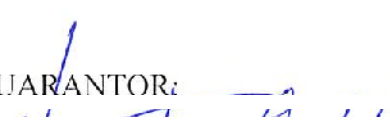
8. No failure or delay on the part of Landlord in exercising any right, power or privilege under this Guaranty shall operate as a waiver of or otherwise affect any such right,

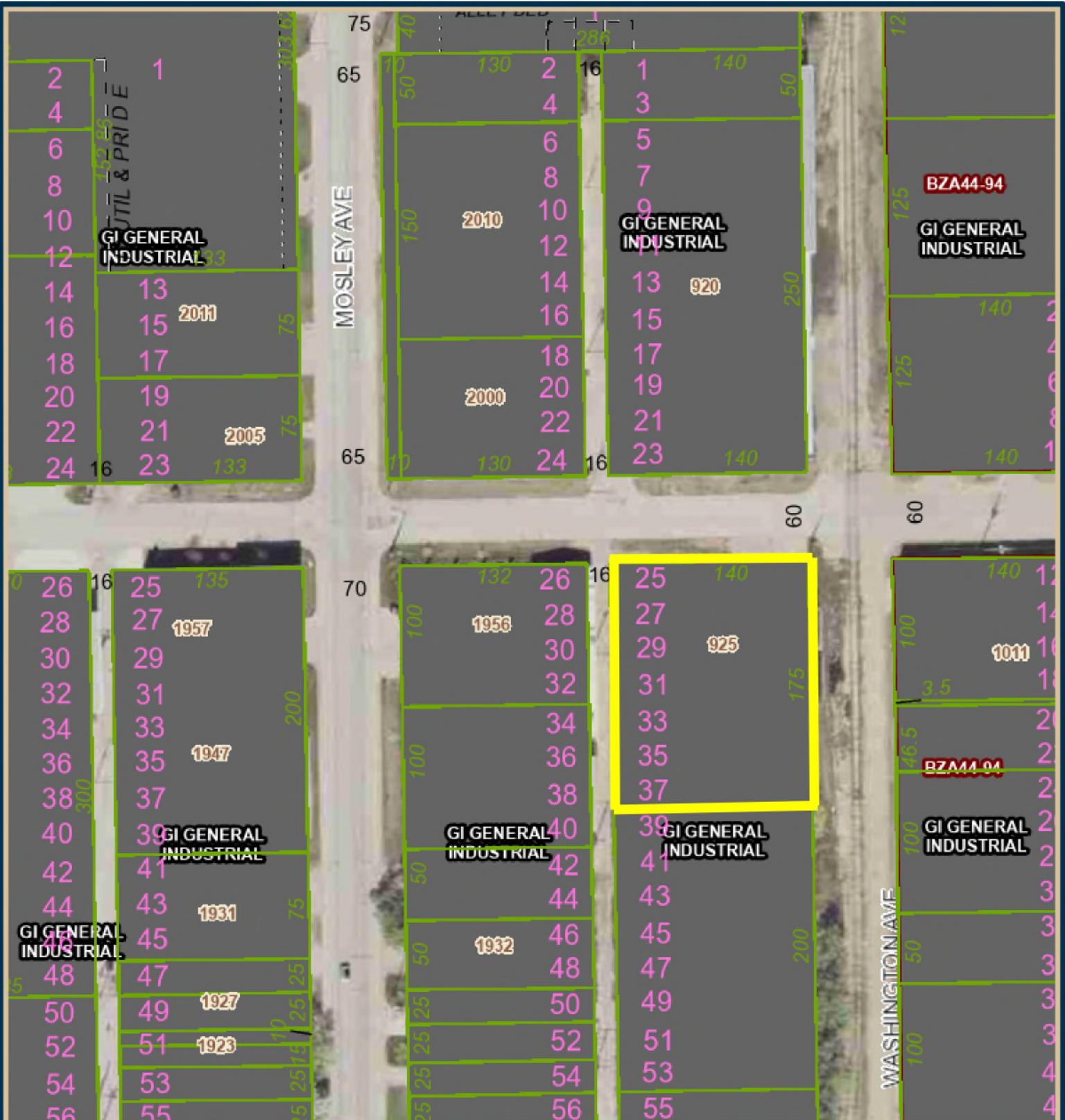
power or privilege, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9. This Guaranty shall be enforced and construed in accordance with the laws of the State of Kansas but without regard to its conflicts of laws principals and shall be binding upon and inure to the benefit of Landlord and Guarantor and their respective heirs, executors, administrators, legal representatives, successors and assigns. Guarantor acknowledges and agrees that all disputes arising directly or indirectly, out of or relating to this Guaranty, and all actions to enforce this Guaranty, shall be dealt with and adjudicated in the courts of the State of Kansas, as Landlord may elect; and Guarantor hereby expressly and irrevocably submits to the jurisdiction of such courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to this Guaranty. So far as is permitted under applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action, other than service of process in a manner permitted by law or permitted herein, shall be necessary in order to confer jurisdiction upon any Guarantor in any such court. Provided that service of process is effected upon a Guarantor in a manner permitted by law or as otherwise permitted herein, such Guarantor irrevocably waives, to the fullest extent permitted by law, and agrees not to assert, by way of motion, as a defense or otherwise, (a) any objection which it may have or may hereafter have to the laying of the venue of any such suit, action or proceeding brought in such a court as is mentioned in the previous paragraph, (b) any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum, or (c) any claim that is not personally subject to the jurisdiction of the above-named courts.

10. If any provision of this Guaranty or the application thereof to any person or circumstance shall to any extent be held void, unenforceable or invalid, then the remainder of this Guaranty, or the application of such provision to persons or circumstances other than those as to which it is held void, unenforceable or invalid shall not be affected thereby, and each provision of this Guaranty shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the 22nd day of September, 2014.

GUARANTOR: 



Geographic Information Services
Sedgwick County...
working for you

Date: 6/9/2026

It is understood that the Sedgwick 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.

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

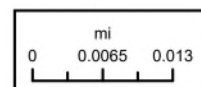
© 2026 Sedgwick County Kansas Government.
All rights reserved.

Zoning - GI -925 E. 19th St. N

Sedgwick County, Kansas



1:1,128





Geographic Information Services

Sedgwick County...
working for you

Date: 6/9/2026

It is understood that the Sedgwick 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.

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

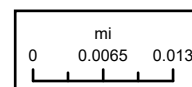
© 2026 Sedgwick County Kansas Government.
All rights reserved.

Aerial - 925 E. 19th St. N

Sedgwick County, Kansas



1:1,128





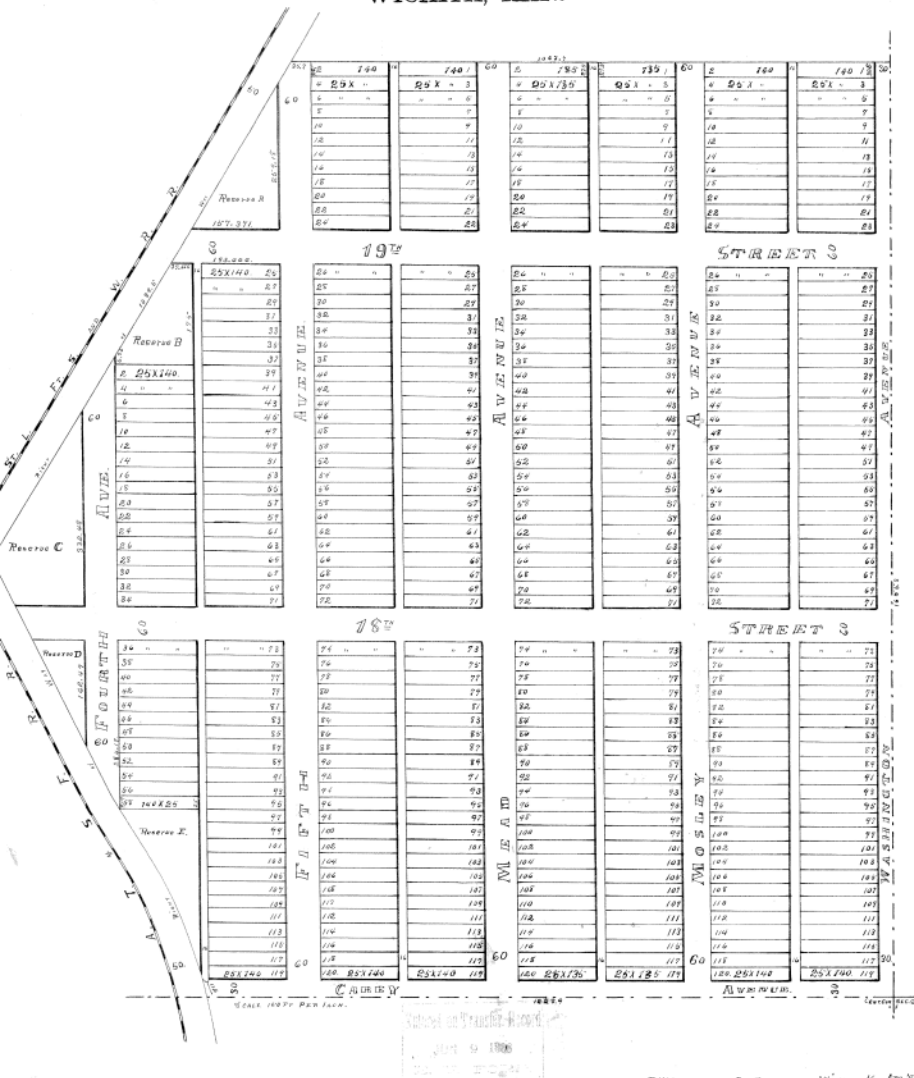
This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1: 1,128



Viola
NORTH JUNCTION ADD.

WICHITA, KAN.



Know all men by these presents, That we Robert H. and Catherine B. Hutchison, husband and wife, are the owners of the following described piece of property to wit: Commencing at the corner of Section Nine (9) Township Twenty (20) South, Range One of 6th P.M. Sedgewick County, Kansas; thence north on half section One thousand Six hundred and thirty five (1635.8) ft. to the South east corner of the land; thence west in line with said land, gley One thousand and thirty three (1033.7) ft. to the Right-of-way of S.D. St. and Wichita R.R.; thence south west with said Right-of-way One thousand and thirty nine and 1/2 (1039.5) ft. to the Right-of-way of the son, Speka and Santa R.R.; thence south east in line with last Right-of-way Four hundred and fifty and 3/4 (450.3) ft. to the curve; thence said curve to a point where said Right-of-way intersects the west half section line of said section nine (9); thence east with said line One thousand Two hundred and twenty eight and 1/2 (1228.9) ft. to of commencing.

Explanation of Plat: Carey Washington Avenues are each 30 ft. wide. Ar. and Streets are each 60 ft. wide. Elm Alley is 16 ft. wide. Each lot is wide save the north tier which are fractional and are as shown on plat. All lots are 140 ft. deep, except those between Mosley and Avenues which are but 135 ft. deep. Lot 8 on 4th Ar. has only 9.7 ft. said Ar. Avenue are as shown by figures on plat which are in feet. I the undersigned do certify that I surveyed and plat the above described piece of land and that the same is true and correct.

R.W. Lottrell, County Surveyor

Witnesseth that we Robert Hutchison and Catherine B. Hutchison, his wife owners of the above described tract of land and have caused the same to be surveyed and platted as shown by the above and accompanying plat and explanations, as an addition to Wichita, Kansas, which shall be known as North Junction Addition to Wichita, Kansas. We also do dedicate and release to the use of the Public all of the title and interest in the Avenues, Streets and Alleys of said addition.

State of Kansas, ss:
County of Sedgewick ss:
Be it Remembered, That on this 9th day of June A.D. 1906, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Robert Hutchison and Catherine B. Hutchison, his wife, who are personally known to me, the same persons who executed the within instrument of writing, and such persons have duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand, and fixed my Official Seal, the day and year last above written.

A.G. Doherty
Notary Public, Term Expires

RW LUTTRELL CO. SURVEYOR, WICHITA Ks., APR. 30.

Filed June 9/06, and recorded in
Vol 54, p 48
R. Adams Deputy Reg. of Deeds


This digital plat record accurately reproduces in all details the original plat filed with the Sedgewick County Register of Deeds. Digitized under the supervision of Register of Deeds Bill Meek by Sedgewick County Geographic Information Systems.
Bill Meek, Register of Deeds
Digitized rendition of original signature



Real Estate Brokerage Relationships

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

Types of Brokerage Relationships: A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

Seller's Agent: The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees at the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

Buyer's Agent: The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees at the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

A Transaction Broker is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

Duties and Obligations: Agents and transaction brokers have duties and obligations under K.S.A. 58-30,106, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

An Agent, either seller's agent or buyer's agent, is responsible for performing the following duties:

- promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- protecting the clients confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the client to obtain expert advice
- accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- disclosing to the other party all adverse material facts actually known by the agent

The transaction broker is responsible for performing the following duties:

- protecting the confidences of both parties
- exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- disclosing to the parties all adverse material facts actually known by the transaction broker

Agents and Transaction Brokers have no duty to:

- conduct an independent inspection of the property for the benefit of any party
- conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

General Information: Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.

Licensee

Real estate company name approved by the commission

Supervising/branch broker

Buyer/Seller Acknowledgement (not required)

GUIDE TO AUCTION COSTS

WHAT TO EXPECT

THE SELLER CAN EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- Real Estate Commission *(If Applicable)*
- Advertising Costs
- Payoff of All Loans, Including Accrued Interest, Statement Fees, Reconveyance Fees and Any Prepayment Penalties
- Any Judgments, Tax Liens, etc. Against the Seller
- Recording Charges Required to Convey Clear Title
- Any Unpaid Taxes and Tax Proration for the Current Year
- Any Unpaid Homeowner's Association Dues
- Rent Deposits and Prorated Rents *(If Applicable)*

THE BUYER CAN GENERALLY EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- 10% Buyer's Premium *(If Applicable)*
- Document Preparation *(If Applicable)*
- Notary Fees *(If Applicable)*
- Recording Charges for All Documents in Buyer's Name
- Homeowner's Association Transfer / Setup Fee *(If Applicable)*
- All New Loan Charges *(If Obtaining Financing)*
- Lender's Title Policy Premiums *(If Obtaining Financing)*
- Homeowner's Insurance Premium for First Year
- All Prepaid Deposits for Taxes, Insurance, PMI, etc. *(If Applicable)*

