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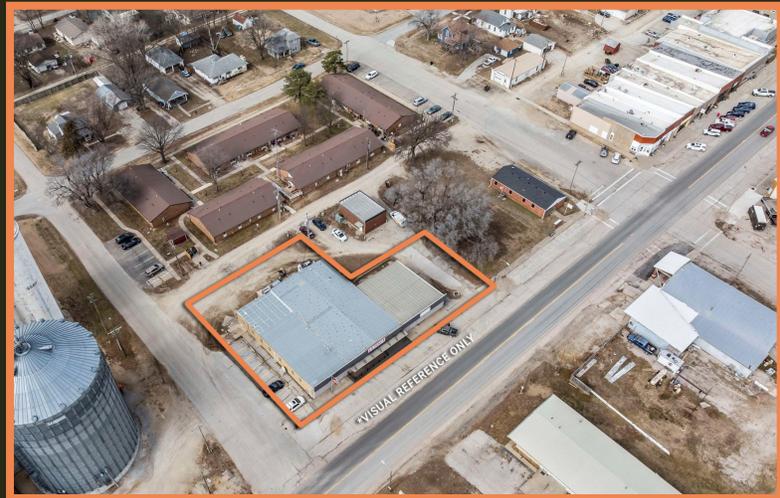
ONLINE AUCTION

-- OVERBROOK COMMERCIAL BUILDING --
205 Maple Street, Overbrook (Osage County), Kansas 66524

LIVESTREAM
ONLINE AUCTION DATE:
Wednesday,
April 8 at 2 pm

REGISTRATION & ONLINE
BIDDING AT:
gavelroads.com

PROPERTY OPEN HOUSES:
3/28, 11AM -1PM
4/2, 5PM -7PM
Additional Showings
Available by Appointment



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Brian Pine, Broker
785-423-1220 | brian@heckrealestate.com

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AUCTION SERVICES PROVIDED BY

GAVEL  **ROADS**
ONLINE AUCTIONS

Tyler Francis, Auctioneer
316-734-7342 | tyler@gavelroads.com

OVERBROOK COMMERCIAL BUILDING

205 Maple Street

Overbrook (Osage County), Kansas 66524

Table of Contents

Terms and Conditions

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Property Details

Aerial Map

Osage County Property Record Card

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(In Good Standing but Non-Transferable. New Owner Must Re-Apply Per County Requirements)

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BRRETTA Disclosure

AUCTION TERMS AND CONDITIONS

Property Location:
205 Maple Street, Overbrook, Kansas 66524

On behalf of the owners of the real estate (the "Seller"), HECK as representative real estate agents, and Gavel Roads as auction services provider and transaction broker, will be conducting this auction. 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 HECK and/or Gavel Roads.

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.

Down Payment: Winning Bidder will be required to make a non-refundable earnest money down payment equal to Ten Percent (10%) of the total purchase price day of auction upon signing a purchase agreement immediately following the close of bidding. The down payment may be paid in the form of personal check, business check, cashier's check, or wire, and will be held by *AdVanced Title, LLC*. The remainder of the purchase price and closing costs are payable at closing within 30 days of auction day. There will be no buyer premium. *FINANCING MUST BE IN PLACE BEFORE REGISTRATION AND BIDDING.*

Purchase Agreement & Attachments: Purchase Agreement (Sales Contract) will be written with no contingencies. All documents that will be attached and incorporated into the Purchase Agreement are included in the Bidder Packet for review.

Inspections: Property will be available for inspections during the scheduled *Open House Saturday March 28, 2026 11:00 am - 1:00 pm AND Thursday, April 2, 2026 5:00 pm - 7:00 pm* OR by appointment. All prospective bidders are encouraged to inspect the property and have any and all inspections completed (at prospective bidders' expense) prior to auction day. Property will be sold "as is" in its present existing condition. Your bidding and Purchase agreement will be NON-CONTINGENT on Inspections.

Title: Seller shall provide clear title and execute proper deed conveying the real estate to the Buyer (s).

Possession: Possession will be given at funding.

Real Estate Taxes: Real Estate taxes shall be pro-rated as of the closing date.

Easements: Refer to title commitment.

Closing: Anticipated closing date shall be on or before May 8, 2026. Closing will be conducted by *AdVanced Title, LLC, Lyndon, KS*.

Agency: HECK and its representatives are agents for the sellers. Gavel Roads is providing auction services and is acting as transaction broker for the sellers.

Disclaimers: The Real Estate is not offered contingent upon inspections or financing. 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, HECK, or Gavel Roads.

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. 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, HECK, or Gavel Roads has been obtained from a variety of sources. Seller, HECK, and Gavel Roads have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness.

AUCTION TERMS AND CONDITIONS

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, HECK, or Gavel Roads.

Information contained within this bidder packet is subject to verification by all parties relying on it. Diagrams/dimensions are approximate. All information contained and any related material are subject to the terms and conditions of the sale outlined in the purchase contract.

Auction conduct and bidding increments are at the sole direction and discretion of the auctioneer. All decisions made by the auctioneer are final. The Seller, HECK, and Gavel Roads reserve the right to preclude anyone from bidding if there is a question as to the person's credentials, fitness, intent, etc.

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. HECK and Gavel Roads 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.

New Data, Corrections and Changes: Statements made on the day of the auction take precedence over all printed advertising and previously made oral statements.

OVERBROOK COMMERCIAL BUILDING

205 Maple Street

Overbrook (Osage County), Kansas 66524

Legal Description

The East 65 feet of the South 10 feet of Lot 9 AND the East 65 feet of Lots 11, 13 and 15 AND all of Lots 17, 19, 21 and 23, Block 11, in the Original Town of Overbrook according to the recorded Plat thereof, in Osage County, Kansas.

(Legal provided by AdVanced Title, LLC.)

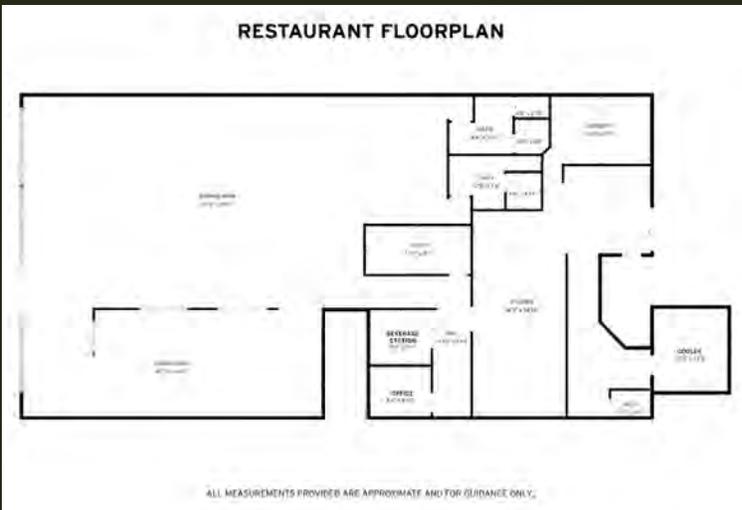


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205 MAPLE STREET OVERBROOK, KS



RESTAURANT FLOORPLAN



This commercial property at 205 Maple St, just off U.S. Highway 56 on Overbrook's main roadway, offers investors or owner-users a versatile 9,600 sq. ft. building. Previously a grocery store and full-service restaurant, it features ~4,100 sq. ft. restaurant/main area, 2,000 sq. ft. insulated storage (stubbed for bath, with two commercial refrigerated cases), and four new office/apartment flex units on the south end.

The flex units boast updated finishes for residential or office use: three 2-room/1-bath, one 1-room/1-bath, each with kitchen and laundry hookups. Southwest units could be combined into a 4-room/2-bath unit; southeast into 3-room/2-bath unit, for flexible leasing. The units are currently leased month-to-month (tenants interested in longer terms); restaurant/storage vacant for immediate use. Property class: Commercial Industrial (C).

Recent upgrades include LVP flooring, HVAC, new bar with cooler/sink, 2-hour firewall/sound barrier between flex spaces and restaurant, updated walk-in cooler, extensive plumbing. Fully equipped kitchen: gas range/oven, deep fryer, griddle, prep stations, warming station, dishwasher, walk-in cooler, two freezers, cookware/utensils. All equipment is in unknown operating condition. Dining: 14 booths, 10 tables/chairs, hostess stand (Mexican decor).

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205 MAPLE STREET OVERBROOK, KS



Storage Space



Flex Units



Location: 205 Maple Street, Overbrook, KS 66524

From Lawrence - From the intersection of K10 & 59 Hwy, go south 12 miles to 56 Hwy west. Go west on 56 Hwy 16 miles to Maple Street in Overbrook and turn left, or south. Go 0.4 miles south and property will be on the west side of the road.

From Topeka - From the intersection of SW Topeka Blvd & 75 Hwy, go south on 75 Hwy 9 miles to 56 Hwy. Go east on 56 Hwy 6 miles to Maple street in Overbrook. Go south 0.4 miles and property is on the west side of the road.

Possession: At time of funding

Taxes: (2025) \$10,353.20 - Taxes will be prorated to closing date

Legal Description: The East 65 feet of the South 10 feet of Lot 9 AND the East 65 feet of Lots 11, 13 and 15 AND all of Lots 17, 19, 21 and 23, Block 11, in the Original Town of Overbrook according to the recorded Plat thereof, in Osage County, Kansas.



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205 MAPLE STREET OVERBROOK, KS

ENTIRE BUILDING FLOORPLAN



ALL MEASUREMENTS PROVIDED ARE APPROXIMATE AND FOR GUIDANCE ONLY.

TERMS: 10% non-refundable earnest money is required and shall be paid the day of the auction, with the balance due at closing within 30 days of the auction's end (on or before May 8, 2026). The property is selling in "as is" condition and is accepted by the Buyer without any contingencies or expressed / implied warranties. Buyers are strongly encouraged to conduct all due diligence and contact the City of Overbrook with zoning or use inquiries prior to bidding. Financing must be in place and terms of the contract must be agreed upon before buyer can register for the auction. Acceptable forms of payment are cash or conventional loan. There is no buyer premium. Buyer and Seller shall split equally in the cost of title insurance and the closing fee. Statements made on the day of the auction take precedence over all printed advertising and previously made oral statements. HECK is agent of the seller. Gavel Roads is providing auction services and is acting as transaction broker.

Disclaimer: The information contained in this brochure has been gathered from sources deemed reliable; however, HECK Real Estate makes no representations or warranties, expressed or implied, as to its accuracy or completeness. Prospective buyers are encouraged to perform their own independent due diligence and verify all information to their satisfaction. Each purchaser is responsible for conducting a thorough investigation of the property to determine its suitability for their specific needs and intended use.

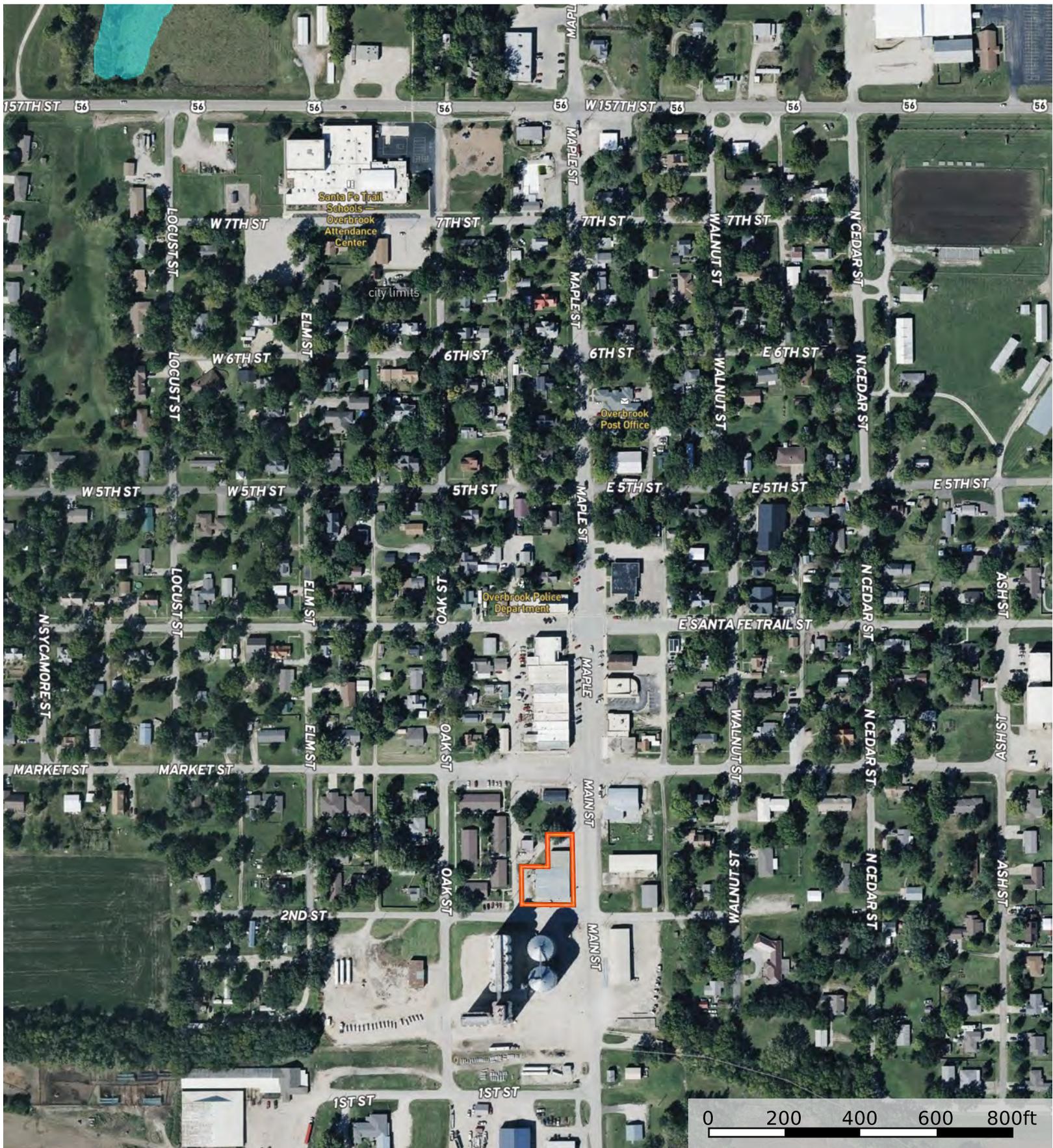
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Print Page

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

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

The Parcel Number for this Property is 070-103-06-0-10-28-003.00-0
Quick Ref ID: 5082

Owner Information

Owner Name	OEHLERT, LUKE & FLOERSCH, NATHAN
Address	1583 N 900 RD BALDWIN CITY, KS 66006

Property Situs Address

Address	205 MAPLE ST, Overbrook, KS 66524
----------------	-----------------------------------

Land Based Classification System

Function	Grocery store / supermarket
Activity	Goods-oriented shopping
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Commercial & Industrial - C
Living Units	
Zoning	
Neighborhood	600.0
Tax Unit Group	007

2025 Appraised Value

Class	Land	Building	Total
Commercial & Industrial - C	20,420	209,870	230,290
Total	20,420	209,870	230,290

2024 Appraised Value

Class	Land	Building	Total
Commercial & Industrial - C	11,690	183,730	195,420
Total	11,690	183,730	195,420

Tract Description

OVERBROOK, BLOCK 11, E65' OF ODD LOTS 11-15; S10' OF E65 OF LT 9; ALL OF ODD LTS 17-23; BLK 11 Lot Width: 100.0 Lot Depth: 140.0 Deed Book/Page N 55/556 N 51/333 N 39/848 N 16/861 05DM/ 93 N 6/3 N 5/837

Building Permit Information

Permit Number	Amount	Issue Date	Description
04310	500	1/26/2015	Commercial OBI-New

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
N55	556	N51	333	N 39	848	N 55	556

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
--------	------	-------	--------	-------	--------	------	-------	------	-------	------	-------	-----------

City of Overbrook, Kansas

401 Maple, PO Box 288, Overbrook, KS 66524
Phone: 785-665-7328 Fax: 785-748-4815

Application for Special Use Permit

Date Received: 2/22/23 met to finalize request on 2/24/23 Nate Floersch, Luke Oehlert, Jon Brady and Jim Koger
By: Jim Koger
Fee Paid: \$250 via cc

Legal description of the land for which this permit is requested (Tax Number, Lot Number, Metes and Bounds, etc. May be Attached):

OVERBROOK, BLOCK 11, E65' OF ODD LOTS 11-15; S10' OF E65 OF LT 9; ALL OF ODD LTS 17-23; BLK 11 Lot Width: 100.0 Lot Depth: 140.0 Deed Book/Page N 16/861 05DM/ 93 N 6 / 3 N 5 /837

Size of the Lot or Parcel: approximately .45 acres

Describe what is currently on the parcel: Restaurant in the old grocery store.

Describe what the applicant's interest is in the property, i. e., owner, option: The addition of 4 apartments on the south side of the building.

If the applicant is other than the owner, does the owner consent to this application: N/A

Is the property subject to any deed restrictions: No

What is the current zoning of the property: Commercial

Is the property subject to a current special use permit: No

The special use permit is requested for the following reason: The addition of 4 apartments in the existing building on the side side.

Name of Applicant: Nathan Floersch and Luke Oehlert, owners

Address: 1583 N 900 Rd, Baldwin City, KS 66006

Contacts: Home Phone _____ Cell Phone [REDACTED]

Email Address (if you wish to be notified of the meeting(s) by email:

[REDACTED]

Official Use Only

Date of Published Public Hearing Notice: March 2, 2023

Date of Zoning Hearing: March 23, 2023

Results of Hearing: Approved with conditions: Rejected: Tabled:

Reasons for Action: _____

The permit is approved with conditions of review from plan reviewer. Please refer to Attachment-A Conditions.

CONDITIONAL USE PERMIT

City of Overbrook

401 Maple, PO Box 288, Overbrook, KS 66524
Phone: 785-665-7328 Fax: 785-748-4815

PERMIT # 2025CU-01

DATE ISSUED: May 9, 2025

THIS PERMIT AUTHORIZES : Nathan Floersch and Luke Oehlert — Unleashed, LLC

to operate 2 Apartments in accordance with
the planning and zoning regulations (Ordinance 310) providing for additional uses of property,
and in compliance with the approved application, at property location 205 Maple St, Overbrook, KS
See Attachment-A for Conditions

SAID PERMIT shall expire upon the death of the person(s) to whom it is granted, upon the sale or transfer of the property, or upon such person's discontinuance of such use.

Applicant

Nathan Floersch
Applicant's Signature

2/22/2023
Date

Authorization

Berrigan Wilmott
Overbrook Planning and Zoning Chair

5/21/25
Date

OCH 008
12/09/09

Special Use Permit for 205 Maple

Attachment-A Conditions

The Planning Commission approved the special use permit for 205 Maple at the April 15, 2025 Planning and Zoning meeting. This approval is contingent upon a successful review by the City plan reviewer. The following conditions are imposed based on the review:

2-hour fire wall construction conditions

1. The report from BG cites National Gypsum allowable modifications to a UL wall assembly. Mineral wool is listed as an acceptable modification to include within the wall space. The use of spray foam in its UL wall assembly modifications must be addressed.
2. The type and brand of intumescent paint shall be provided.
3. Provide a stamped revised plan showing the proposed wall assembly from the consulting firm. This revised plan shall address the use of spray foam within the wall spaces.
4. Complete the required modifications as indicated in the BG report.

Sprinkler System

- The property owners opted for a maximum of two dwellings without installing sprinklers.
- If more than two dwellings are established, a sprinkler system must be installed per code.
- Exceeding the dwelling limit will revoke the special use permit.

Emergency Escape and Rescue

As noted in the BG report, the current windows do not meet the size requirements. The authority having jurisdiction is asked to approve the pin system. However, based on the Plan Reviewer's and Fire Chief's assessment, the pin system is not approved. The following conditions must be met:

1. The windows replaced to meet the appropriate minimum size of 5.0 square foot minimum opening in the 2 dwellings.

All items noted in the conditions shall be met within 90 days of permit issuance. If conditions are not completed, then the special use permit will be revoked. Please sign that you have reviewed and agree to abide by the conditions of the special use permit.

Property owner: 

Date: 7-4-25

Issued By:

AdVanced Title, LLC
621 Topeka Ave.
PO Box 641
Lyndon, KS 66451

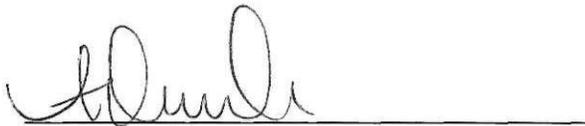
Phone (785) 828-3736
Fax (785) 828-3127
www.advancedtitleks.com

HOLD - OPEN REPORT

This report is limited to only the information described herein.

This report is for informational purposes only. We reserve the right to make additional requirements once a contract is received on the property listed herein. No payment is due until closing of said property and/or cancellation of said file, upon which an Open Report Fee will be charged. This report is not, nor is it to be construed as an Abstract of Title, Title Opinion or Title Insurance Commitment. The total liability of AdVanced Title, LLC for losses and damages that may occur from any error or omission in this Report is limited to the fee received for the preparation and issuance of this report.

AdVanced Title, LLC





Fidelity National Title Insurance Company

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: AdVanced Title, LLC
Issuing Office: 621 Topeka Ave, Lyndon, KS 66451
Issuing Office's ALTA® Registry ID: 0001220
Loan ID No.: N/A
Commitment No.: 202602066-1
Issuing Office File No.: 202602066
Property Address: 205 Maple Street, Overbrook, KS 66524

SCHEDULE A

1. Commitment Date: February 24, 2026 at 07:50 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (07/01/21)
 Proposed Insured: TBD
 Proposed Amount of Insurance:
 Premium:
 The estate or interest to be insured: Fee Simple
 - b. ALTA Loan Policy (07/01/21)
 Proposed Insured: A lender to be determined, its successors and/or assigns as their respective interests may appear.
 Proposed Amount of Insurance:
 Premium:
 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:
 Luke Oehlert and Nathan Floersch
5. The Land is described as follows:

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance, Co.. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C170B16

ALTA Commitment for Title Insurance (7-1-21) w-KS Mod

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SCHEDULE A

(Continued)

The East 65 feet of the South 10 feet of Lot 9 **AND** the East 65 feet of Lots 11, 13 and 15 **AND** all of Lots 17, 19, 21 and 23, Block 11, in the Original Town of Overbrook according to the recorded Plat thereof, in Osage County, Kansas.

AdVanced Title, LLC



Authorized Signature or Signatory

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Fidelity National Title Insurance Company

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, delivered, and recorded in the Public Records.
5. We require payment of taxes for the last half of the year 2025.
6. We require a Warranty Deed be property executed, delivered and recorded in the Office of the Register of Deeds of Osage County, Kansas (with Kansas Sales Validation Questionnaire attached) executed by Luke Oehlert and spouse to TBD conveying subject land.
7. We require a Warranty Deed be property executed, delivered and recorded in the Office of the Register of Deeds of Osage County, Kansas (with Kansas Sales Validation Questionnaire attached) executed by Nathan Floersch and spouse to TBD conveying subject land.
8. We reserve the right to make additional requirements.
9. If AdVanced Title, LLC is closing this transaction, we will only accept Cashier's Checks, Certified Checks or Wired Funds. Wiring Instructions will be provided upon request. Wired Funds must be in our Escrow Account prior to disbursement of funds.

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Fidelity National Title Insurance Company

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 encumbrance, violation, variation, or adverse circumstance, boundary lines overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
5. Any lien or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Lien of taxes for the year 2026 and all subsequent years.

Taxes for the year 2024 and prior years are paid in full.

Amount of 2025 taxes: \$10,353.20. Tax ID No. 10330.
1st 1/2 2025 taxes paid in the amount of \$5,176.60.

8. Note: The 24 month chain of title is as follows:

Deed Type: Corporation Warranty Deed
Grantor(s): JSO Enterprises, Inc.
Grantee(s): Luke Oehlert and Nathan Floersch, as tenants in common
Recorded Date: November 12, 2020
Recorded at: Book N55 Page 556

9. Subject to the Plat of the Original Town of Overbrook.

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SCHEDULE B - PART II

(Continued)

10. Subject to reservations of utility easement stated in the Quit Claim Deed recorded August 13, 1979 in the Office of the Register of Deeds of Osage County, Kansas in Book M 31, page 390.
11. Subject to Ordinance No. 278 recorded in the Office of the Register of Deeds of Osage County, Kansas in Book N 33 at page 385.

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PROPERTY TAX INFORMATION



[Return To County Website](#) [Logout](#)

Current Tax Information

Type RL **CAMA Number** 103 06 0 10 28 003 00 0 01 **Tax Identification** 007-10330

Owner ID LUKE00017LUKE OEHLERT NATHAN FLOERSCH

[Tax History](#)

Taxpayer ID LUKE00017LUKE OEHLERT NATHAN FLOERSCH

Situs Address: 205 MAPLE; 66524

Subdivision OVERBROOK CITY **Block** 11 **Lot(s)** **Section** 0 **Township** **Range**
Tract 1 10330

[Print Friendly Version](#)

Year	Statement #	Line #	Warrant #	Specials Description	Specials Payoff	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
<u>2025</u>	0012363	001			0.00	5,176.60	5,176.60	5,176.60	Yes	No

Click on underlined tax year to see payment detail.

* - Does not include all interest, penalties and fees.

** - Specials payoff amount for current year only.

For delinquent tax pay off amount contact Osage County Treasurer 717 Topeka Ave, Lyndon, KS 66451, (785) 828-4923.

Entered in Transfer Record in my office this 29 day of November

2020

[Signature]

County Clerk

By Deputy County Clerk



STATE OF KANSAS OSAGE COUNTY, SS
LINDA L. MASSEY, REGISTER OF DEEDS
Book: N55 Page: 556

Receipt #: 73909
Pages Recorded: 2

Recording Fee: \$30.00
Heritage Trust Fund: \$2.00
Clerk Technology Fund: \$1.00
Technology Fund2: \$4.00
Treasurer Technology Fund: \$1.00

Date Recorded: 11/22/2020 2:20:00 PM

ORIGINAL COMPARED WITH RECORD

ATL

CORPORATION WARRANTY DEED

AdVanced Title, LLC - File No. 202010015
621 Topeka Ave
Lyndon, KS 66451

THIS INDENTURE, made this 11/10/20 day of November, 2020, by and between James W. O'Neill, President of JSO Enterprises, Inc., a corporation duly organized under the laws of the State of Kansas, as GRANTOR, and Luke Oehlert and Nathan Floersch, as GRANTEE.

WITNESSETH: THAT SAID GRANTOR, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged by GRANTOR, does hereby grant, bargain and sell, convey and confirm, unto the said GRANTEE, and unto Grantee's heirs and assigns forever, the following described real property situated in the County of Osage, State of Kansas to-wit:

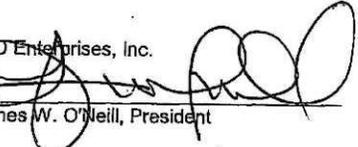
The East 65 feet of the South 10 feet of Lot 9 and the East 65 feet of Lots 11, 13 and 15 and all of Lots 17, 19, 21 and 23, Block 11, in the Original Town of Overbrook according to the recorded Plat thereof, in Osage County, Kansas.

Subject to all easements, restrictions and reservations, if any, now of record, and all the taxes and assessments that may be levied, imposed or become payable hereafter.

TO HAVE AND TO HOLD, the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said GRANTEE and unto Grantee's heirs and assigns forever, the said GRANTOR hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by it or those under whom it claims; except as stated above and except for all taxes and assessments, general and special, not now due and payable; and that it will warrant and defend the title of the said premises unto the said GRANTEE, and unto Grantee's heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

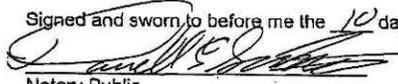
If two or more persons constitute either GRANTOR or GRANTEE, the words GRANTOR and GRANTEE shall be construed to read GRANTORS or GRANTEES, whenever the sense of this Deed requires.

IN WITNESS WHEREOF, The said GRANTOR has executed this instrument the day and year first above written.

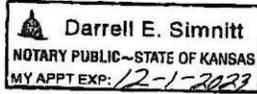
JSD Enterprises, Inc.
BY: 
James W. O'Neill, President

State of KANSAS

County of Shawnee

Signed and sworn to before me the 10 day of November, 2020, by James W. O'Neill,
 President of JSD Enterprises, Inc.
Notary Public

Affix stamp/seal:



12/1/2020

Entered in Transfer Record in my office this
13th day of August, A. D., 19 79
Thyminia K. ...
By: ... Deputy
County Clerk.

CONTINENTAL TELEPHONE COMPANY OF KANSAS, INC., formerly
KANSAS TELEPHONE COMPANY, a Kansas corporation, successor
to W.E.G. DIAL TELEPHONE, INC.

QUIT CLAIM S TO

B. E. O'BRYHIM

all the following described REAL ESTATE in the County of Osage

and the State of Kansas, to-wit:

The east 53 feet of Lots 11, 13, 15, and the south 10
feet of Lot 9, Block 11 of the original Town of Overbrook,
Osage County, Kansas, subject to reservations of utility
easement across the north 10 feet of said property.

for the sum of One Dollar (\$1.00) and other valuable consideration

ATTEST:

Thomas E. Gleason
Thomas E. Gleason
Assistant Secretary

CONTINENTAL TELEPHONE COMPANY OF KANSAS,
INC., formerly Kansas Telephone Company,
a Kansas Corporation
By *Richard H. Dircks*
Richard H. Dircks, Vice President

Dated November 14, 19 78

STATE OF KANSAS, JOHNSON COUNTY, ss

BE IT REMEMBERED, That on this 14th day of November

A. D. 1978, before me, the undersigned, a Notary Public

in and for the County and State aforesaid, came
Richard H. Dircks, Vice President, and
Thomas E. Gleason, Assistant Secretary of
Continental Telephone Company of Kansas,
Inc., formerly Kansas Telephone Company,
a Kansas corporation, successor to
W.E.G. Dial Telephone, Inc.

ORIGINAL COMPARED WITH RECORD

STATE OF Kansas }
Osage County, } ss.

This instrument was filed for record on the
13th day of August, A. D., 1979,

at 1:47 o'clock P.M., and duly recorded
in book M 31 of Deeds
at page 390

Helen Leuzler
Helen Leuzler, Register of Deeds.
Deputy.



Mary B. Peters
Mary B. Peters, Notary Public.

My Appointment Expires Oct 20, 1989

Fees, \$ 5.00 ck. 089, 5107

ORDINANCE NO. 278

AN ORDINANCE DECLARING, ESTABLISHING AND DEFINING THE CITY LIMITS AND BOUNDARIES OF THE CITY OF OVERBROOK, KANSAS:

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF OVERBROOK:

SECTION 1. That the Corporate Limits and Entire Boundaries of the City of Overbrook, Kansas, are hereby declared, established and defined to be as follows, to-wit:

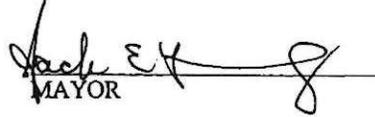
Commencing at a point on the North right-of-way line of Highway US 56 and the East line of the West ½ of the Southwest ¼ of Section 32, Township 15 South, Range 17 East; thence North 89 degrees, 50 minutes, 28 seconds East along the North right-of-way line of Highway US 56, a distance of 1,008.12 feet; thence continuing Easterly a distance of 328.78 feet; thence South a distance of 119 feet; thence South to a point 56.92 feet more or less East of the Northeast corner of Meadowbrook Addition No. 2 to the City of Overbrook; thence West 56.92 feet more or less to the Northeast corner of said Meadowbrook Addition No. 2 to Overbrook; thence South 00 degrees, 14 minutes, 40 seconds East 590.03 feet to the Northwest corner of a cemetery; thence continuing South 01 degree, 14 minutes, 40 seconds East 313.09 feet to the South line of the East ½ of the Northwest ¼; thence North 89 degrees, 45 minutes, 23 seconds West along said South line 1,778 feet more or less to the East line of Walnut Street; thence South 300 feet; thence West 390 feet more or less to the center line of Maple Street, being the East line of Section 6, Township 15 South, Range 17 East; thence South 335 feet; thence West 262 feet; thence North 335 feet; thence West 460 feet; thence North 300 feet to the South line of the Northeast ¼ of Section 6, Township 15 South, Range 17 East; thence West to a point 677 feet East of the West line of said Northeast ¼; thence North to the center line of the former Missouri Pacific Railroad right-of-way; thence Westerly along said center line a distance of 699.50 feet more or less to the West line of Northeast ¼ of Section 6, Township 15 South, Range 17 East; thence North a distance 2,218.12 feet more or less to a point on the South right-of-way line of Highway US 56; thence North 100 feet to the North line of Highway US 56; thence East on the North line of said Highway to a point 180 feet West and 295 feet South of the Southwest corner of Frieruble Addition No. 2 to the City of Overbrook in Section 31, Township 14 South, Range 17 East; thence North parallel to the East line of said Section 31, a distance of 245 feet to a point 180 feet West of the Southwest corner of Frieruble Addition No. 2; thence East 180 feet to the Southwest corner of the said Frieruble Addition No. 2; thence North along the said West line of Frieruble Addition No. 2 to the Northwest corner thereof; thence North 00 degrees 19 minutes 40 seconds West 417.4 feet; thence East 634.47 feet to a point 1,784.44 feet North of the Southeast corner of Section 31; thence East to the East line of Maple Street extended; thence South 529.94 feet along the East line of said Maple Street extended to the North line of 10th Street; thence South to a point 1,008 feet North of the Southwest corner of Section 32, Township 14 South, Range 17 East and 30 feet East of the West line of said Section 32; thence East 184.5 feet; thence South 625.03 feet; thence East to a

point 66 feet West of the East line of the West ½ of the Southwest ¼ of Section 32; thence South to the North line of Highway US 56; thence East 66 feet to the point of beginning, in Osage County, Kansas.

SECTION 2. That the City Clerk shall forthwith file a certified copy of the Ordinance, as published, with each of the following officers: the County Clerk of Osage County, Kansas, the Register of Deeds of Osage County, Kansas, and the State Highway Engineer of the State of Kansas.

SECTION 3. This Ordinance shall take effect and be in force from and after its passage and approval and publication in the official newspaper of said city.

Passed and approved this 8th day of December 2004.


MAYOR



City Clerk

MEMO TO PUBLISHER

Please publish one on Dec. 16 2004 and make proof of publication to the City Clerk, City Building, Overbrook, Kansas 66524.

I, Cheryl L. Brown, City Clerk of the City of Overbrook, Kansas do hereby certify the above and foregoing is as a true and correct copy of Ordinance No. 278, which was passed and approved by the mayor and city council on December 8, 2004 and thereafter published in the Osage County Chronicle.


Cheryl L. Brown
City Clerk



STATE OF KANSAS, OSAGE COUNTY, SS
LINDA L. MASSEY, REGISTER OF DEEDS

Book: N33 Page: 385

Receipt #: 54159
Pages Recorded: 3

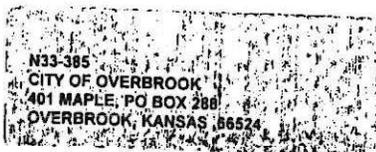
Recording Fee: Other

Linda L. Massey

Date Recorded: 8/28/2012 12:45:00 PM

Filed in Office

dh



12/16/04



REAL ESTATE BROKERAGE RELATIONSHIPS BROCHURE

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 client's 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.

Brian Pine
Licensee

HECK
Real estate company name approved by the commission

Brian Pine
Supervising/branch broker

Buyer/Seller Acknowledgement (not required)

Approved by the Kansas Real Estate Commission on October 10, 2017

BRRETA BROCHURE

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