

PROPERTY INFORMATION PACKET

THE DETAILS



117 N. Mosley St. | Wichita, KS 67202

AUCTION: BIDDING OPENS: Tues, Aug 11th @ 2:00 PM

BIDDING BEGINS CLOSING: Wed, Aug 19th @ 2:00 PM

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



McCurdy
REAL ESTATE & AUCTION



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MLS # 676390
Status Active
Contingency Reason
Property Type Restaurant
Address 117 N Mosley
Address 2
City Wichita
State KS
Zip 67202
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	6/22/2026
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Realtor.com Y/N	Yes
Co-List Agent - Agent Name and Phone		Display on Public Websites	Yes
Co-List Office - Office Name and Phone		Display Address	Yes
Showing Phone	888-871-0581	VOW: Allow AVM	Yes
Sale/Lease		VOW: Allow 3rd Party Comm	Yes
Building Size SqFt	5,001 - 10,000	Virtual Tour Y/N	
Number of Acres	0.16	Days On Market	31
Zoning	Limited Ind	Cumulative DOM	31
Parcel ID	125-21-0-24-08-003.00	Input Date	7/23/2026 12:01 PM
# of Stories	1	Update Date	7/23/2026
Apx Gross Building SqFt	5,838.00	Off Market Date	
Apx Net Rentable SqFt		Status Date	7/23/2026
Apx Min Available SqFt	5,838.00	HotSheet Date	7/23/2026
Apx Max Contiguous SqFt	5,838.00	Price Date	7/23/2026
Apx Vacant SqFt	5,838.00		
Land SqFt	6,914.00		
Present Use of Bldg	Nightclub		
Bldg on Leased Land			
Invest Package Available	No		
Year Built	1912		
Subdivision			
Legal	THAT PART OF LOT 1 BEG 20 FT E NW COR TH E ALG N LI & EXTENDED 140 FT M-L TO A PT 10 FT E OF NE COR		

DIRECTIONS

Directions Douglas & Washington - West on Douglas, North on Mosley

FEATURES

LOADING DOCK None	SIDEWALL HEIGHT 11 Ft to 13 Ft	OWNER PAID EXPENSES External Building Repairs Electricity Gas Internal Building Repairs Janitorial Mechanical Repairs Property Insurance Real Estate Taxes Sewer Site Maintenance Trash Water Other/See Remarks	DOCUMENTS ON FILE Aerial Photos Ground Water Addendum Inventory List
RAIL None	ROOF Flat Roof		OWNERSHIP Corporate
OVERHEAD DOORS 2 10 Ft Clearance 10 Ft Wide	UTILITIES AVAILABLE Gas Electric City Water City Sewer		SHOWING INSTRUCTIONS Call Showing #
PARKING Off Site	FLOORS Carpet Concrete Slab Wood	ELECTRICAL 220 Volt	LOCKBOX Combination
ROAD FRONTAGE City Secondary	HEATING Forced Air		TYPE OF LISTING Excl Right w/o Reserve
LOCATION Central Business District			AGENT TYPE Sellers Agent
CONSTRUCTION All Brick			FLOOD INSURANCE Unknown

FEATURES

Gas	Single Phase	POSSESSION
COOLING	MISCELLANEOUS FEATURES	At Closing
Central Air	Fencing	SPECIAL FEATURES/HANDICAP
Electric	Security Lights	Other
TENANT PAID EXPENSES	Security Systems	CEILING HEIGHT
None	PROPOSED FINANCING	11-15 feet
	Other/See Remarks	PRESENT USE
	TERMS OF LEASE	Restaurant
	No Leases	

FINANCIAL

Assumable Y/N	No
With Financing	
Value Land	
Value Improved	0
General Property Taxes	\$14,998.06
General Tax Year	2025
Special Taxes	100.00
Special Tax Year	2025
Special Balance	100.00
Gross Income	
Earnest \$ Deposited With	Security 1st Title

PUBLIC REMARKS

Public Remarks	Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, August 11th, 2026 at 2 PM (ct) BIDDING CLOSING: Wednesday, August 19th, 2026 at 2 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. ONLINE ONLY!!! SELLING REGARDLESS OF PRICE BEYOND THE STATED MINIMUM RESERVE OF \$525,000!!! Originally opened in 1991 as one of the founding establishments of Wichita's Old Town entertainment district, Heroes became one of the area's most recognizable entertainment destinations during its more than 30-year history. Located in the heart of Historic Old Town, the property features a spacious covered patio overlooking the district's signature brick streets. Two nearby parking lots provide a rare convenience in downtown Wichita, while the property is within walking distance of INTRUST Bank Arena, hotels, offices, and Old Town's restaurants and entertainment venues. Originally constructed as the historic Cox Produce Building, the property retains its authentic warehouse character with exposed brick walls, original timber beams, and architectural details that reflect its rich history. Now available for sale, the property presents an exceptional opportunity for an owner-user, investor, or developer to reposition a well-known Old Town landmark. Whether transformed into a new grill & bar, brewery, entertainment venue, retail space, office, or another commercial concept, its historic character, flexible layout, and premier location provide outstanding redevelopment and adaptive reuse potential. Property Highlights 5,838± SF Prime Historic Old Town location Redevelopment and adaptive reuse opportunity Covered patio Two overhead doors Commercial kitchen Oval bar top DJ booth and dance floor Security system New rubber roof (2022) New sewer line (2022) Personal property to convey with sale – see itemized list in Property Information Packet (extensive neon sign collection) Nearly a turnkey business opportunity. With its iconic history, irreplaceable Old Town location, and versatile floor plan, this property offers a rare opportunity to acquire one of downtown Wichita's most recognizable commercial buildings. Whether preserving its legacy as an entertainment destination or reimagining it for a new vision, the property's historic character, premier location, and redevelopment potential position it to play a significant role in Old Town's continued evolution. May 1st, 2022 there was a small fire by the alley door on the NW corner. The property manager worked with the insurance company to restore the damage which included replacing the roof (rubber roof by Wray Roofing) and general remodel in that area. Copy of roof warranty and paid invoices from repairs are in the Property Information Packet. Elements of previous char date back many decades, prior to current ownership. Itemized Business Asset List Conveying with Real Estate Included in Property Information Packet *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 \$50,000 for a 30-day closing or \$65,000 for a 45-day closing
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MARKETING REMARKS

Marketing Remarks

AUCTION

Type of Auction Sale	Reserve
Method of Auction	Online Only
Auction Location	mccurdy.com
Auction Offering	Real Estate Only
Auction Date	8/11/2026
Auction Start Time	2pm
Broker Registration Req	Yes
Broker Reg Deadline	08/18/2026 @ 5pm
Buyer Premium Y/N	Yes
Premium Amount	0.10
Earnest Money Y/N	Yes

Earnest Amount %/\$ 50,000.00

3 - Open/Preview Date
3 - Open Start Time
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:	HBG RE Acquisition LLC				
DATE:					
PROPERTY ADDRESS:	117	N. Mosley St.	Wichita	KS	67202

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: 1930
2. Appropriate date that SELLER acquired the Property: 2015
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: Parking fees OLD TOWN fees ☒ 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? OLD TOWN ☒ Yes ☐ No
- G. Any other conditions that may materially and adversely affect the value or desirability of the Property? Parking fees ☒ 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 _____
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: ☐ 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: <u>SOUND</u>	☐	☒	☐
7. Fire alarm(s)	☐	☒	☐	15. Other: <u>system</u>	☐	☒	☐
8. Fire sprinkler(s)	☐	☐	☐	16. Other: <u>Light</u>	☐	☒	☐

system for Dance floor

Part 10. ACKNOWLEDGEMENT AND AGREEMENT:

- 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.
- 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.
- 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.
- 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.
- 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.
- 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

7/8/26

BUYER'S SIGNATURE

DATE

SELLER'S SIGNATURE

DATE

BUYER'S SIGNATURE

DATE



WATER WELL INSPECTION REQUIREMENTS

Property Address: 117 N. Mosley St. - Wichita, KS 67202

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 TT

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

Location of Well: _____

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

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

 Ted Timsah, Manager

06/24/2026

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:
6 117 N. Mosley St. - Wichita, KS 67202

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  06/24/2026
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: 117 N. Mosley St. - Wichita, KS 67202 (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:	<u>Evergy</u>	<u>Unknown</u>
Water & Sewer:	<u>City of Wichita</u>	<u>Unknown</u>
Gas Propane:	<u>Kansas Gas</u>	<u>Unknown</u>

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
 Dishwasher? ☒ Yes No
 Stove/Oven? ☒ Yes No
 Microwave? Yes No ☒

Washer? Yes No ☒
 Dryer? Yes No ☒
 Other? _____

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.)? Not sure yet

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.

**ONLINE ONLY BIDDING | BIDDING CLOSING 8/19 AT 2:00 PM (CT)****BUILDING**

- Curved Wood Beer Trough
- Bud Light Neon
- UV Vodka Neon
- Coors Light Neon
- Heroes Gear Neon
- Deep Eddy Vodka Neon
- Stultz 81 Speedway Car Door – Autographed
- 312 Neon
- (8) Radiant POS System
- Round Heineken Neon
- Fair Play (BB-200) Home/Visitor Scoreboard, Lights Up
- (16) Samsung TVs
- Multiple Baseball Photos/Prints/Memorabilia
- Large NCAA Championship Banner
- Budweiser Mirror Sign
- K-State Football Helmet Neon
- Vintage Wichita Rowing Wood Row Boat - 6 seats
- Multiple Collegiate & Professional banners & Pendants
- (10) Built-In Booths
- Popcorn Machine
- Budweiser & Bud Light Pool Table Lights
- Corona Neon
- Large Guinness Mirror
- (8) Reupholstered Cast Iron Bar Stools
- Shock Top Neon
- (2) Harbinger Speakers V2212
- WU Shock Budweiser Neon
- Jose Curveo Neon
- Large Infamous VICTORY Neon
- Stage with Microphone
- Approx. 25 Tables
- Approx. 100 Chairs
- KC Chiefs Helmet Neon
- Modelo Mirror Sign
- Heroes Budweiser Neon
- Captain Morgan White Rum Neon
- Large Red Bull Metal Sign
- Shock Top Neon
- Shock Top Mirrored Sign
- Wichita Wings 1980 Championship Banner
- (2) Wood barrel Pub Tables
- (8) Samsung/Visio/LG TVs Behind Bar
- Three Compartment Reach In Cooler
- Two Compartment Reach In Cooler
- (2) Krowne Beer Troughs with Speed Rails
- 10 Keg Tap System
- 6 Keg Perlick Beer System
- (2) ET Series Glass Dishwashers
- (3) Handwash Sinks
- Beverage Air Reach In Freezer
- Saturn Reach In Refrigerator
- Lincoln Reach In Refrigerator
- Beverage Air Reach In Refrigerator
- Metal/Plastic Cambros
- (3) Soda Dispensing Machines
- Soda Syrup Machine
- Stainless Steel Prep Station
- Single Sink Dishwashing Station
- (2) Stainless Steel Sandwich Prep Tables
- Stainless Steel Food Warming Station
- Lincoln Convection Oven
- (2) Dean Deep Fryers
- Saturn Deep Fryer
- Saturn Sandwich Cooler
- Imperial Tabletop Gas Grill
- (2) Stainless Steel Flat top Griddles
- Six Burner Gas Stove
- Glass Display
- Deep Fryer – Parts Only
- Small Sandwich Station
- Kloppenberg Ice Machine
- Crown Cdi100
- Tascan TU-690
- (4) Zubox170
- Security Cameras Indoor/Outdoor
- (3) JBI Speakers
- (3) Beam 230 Head Beam Lights
- (2) Mini Kinta IRC - ChauvetDJ
- Strobe Lights
- Disco Ball



PATIO

- (4) Overhead Patio Heaters
- (2) LG Televisions
- Marantz Projector

ENTRY

- Large Wood Carved Heroes Mitt, Baseball & Bat
- Crown Royal Neon
- (4) Barstools
- (3) Wet Floor Signs

Ballinger Electric

1711 South Eisenhower Avenue
Suite B
Wichita, Kansas 67209
(316)213-4513



PAID

4000

RECIPIENT:

117 North Mosley Street
Wichita, Kansas 67202

Mailed
7/15

Estimate #462

Sent on

Jul 09, 2026

Total

\$530.00

Troubleshoot, inspect, and energize as many neon bar signs as possible using the existing electrical system and making minimal repairs as needed.

This quote includes two skilled electricians on site with multiple ladders and diagnostic tools to efficiently inspect the neon signs, verify power, check breakers, identify unplugged signs, and determine whether the issue is with the sign itself or the power source.

The time on site will be used as efficiently as possible, with both technicians communicating throughout the process to prioritize the quickest, easiest, and most noticeable signs, especially those near the entrance or areas that create the best "wow factor" when customers walk in.

If a sign can be moved closer to an available outlet instead of adding extension cords or rewiring, the sign will be relocated as needed. Most signs appear to be hung with frame-style hangers, making relocation a practical option when possible.

Once the quoted time on site has been exhausted, any additional repairs, wiring, replacement parts, bulbs, transformers, or other necessary work will be provided under a separate quote.

Product/Service	Description	Qty.	Unit Price	Total
No Obligation Consult	Our experts will come to assess your needs, discuss solutions and provide multiple options customized to your specific needs.	1	\$0.00	\$0.00
Electrical Troubleshooting & Call Out Fee	Rest assured knowing Ballinger Electric provides a professional service with expert diagnosis. Each troubleshooting call begins with a consultation followed by a expert diagnostics. If needed, a quote will be provided to avoid any unnecessary outages or hazards in the future. First hour on site included, additional time will be quoted on site.	2	\$265.00	\$530.00

Total

\$530.00

Ballinger Electric

1711 South Eisenhower Avenue
Suite B
Wichita, Kansas 67209
(316)213-4513

PAID



RECIPIENT:

117 North Mosley Street
Wichita, Kansas 67202

Invoice #597

Issued Jul 16, 2026

Due Jul 16, 2026

Total \$480.00

Account Balance \$480.00

For Services Rendered

Product/Service	Description	Qty.	Unit Price	Total
Jul 16, 2026				
Electrical Troubleshooting & Call Out Fee	Rest assured knowing Ballinger Electric provides a professional service with expert diagnosis. Each troubleshooting call begins with a consultation followed by a expert diagnostics. If needed, a quote will be provided to avoid any unnecessary outages or hazards in the future.	1	\$480.00	\$480.00

We have successfully installed new fluorescent T12 bright white light bulbs in your kitchen, replacing the non-functioning units. Upon installation, all fixtures illuminated properly, with the exception of one, which was found to have a faulty ballast. This ballast has since been removed and replaced, ensuring that all kitchen lights are now operational.

Please note that as these lights utilize older fluorescent technology, some flickering and warm-up time may occur upon initial activation. However, after a brief period, all lights will function as intended, exhibiting minimal flickering, which is characteristic of fluorescent lighting. Thank you for your understanding.

Thank you for your business. Please contact us with any questions regarding this invoice.

Total \$480.00

Account balance \$480.00

Pay Now

Carr's Plumbing and Maintenance, LLC
3815 W Douglas Ave
Wichita, KS 67213 US
(316)841-5395
steel6carr@yahoo.com
<https://www.carrsplumbingict.com/>



INVOICE

BILL TO

117 N. Mosley Street
Wichita, Kansas 67202

SHIP TO

INVOICE

DATE 01/30/2024
DUE DATE 01/30/2024
TERMS Due on receipt

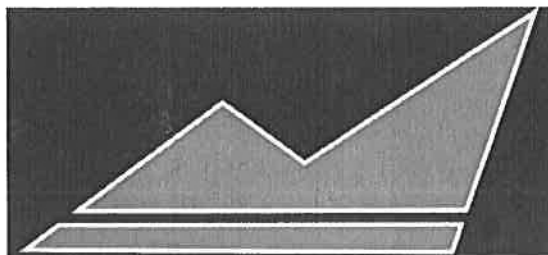
DATE	DESCRIPTION	QTY	RATE	AMOUNT
01/29/2024	Ran 3/4 Condensate line to floor sink from ice machine. Replaced two Sloan urinal flush valves.	1	720.00	720.00T

Thank you for your business and have yourself a wonderful day! Brad and Elijah
117 N. Mosley Street
Wichita, Kansas 67202

SUBTOTAL	720.00
TAX	54.00
TOTAL	774.00
BALANCE DUE	\$774.00

Highpoint Construction, LLC
6920 N 135th St W
Colwich, KS US
(316) 304-2004

Invoice 1926



BILL TO

SHIP TO

DATE
05/12/2023

PLEASE PAY
\$2,980.00

DUE DATE
06/11/2023

DATE	SCOPE OF WORK	QTY	RATE	AMOUNT
	Jobsite: Heros Sport bar and Grill 117 N Mosley St Wichita, KS 67202			
	11- Labor HVAC Cap off ducts to women's restroom and basement as needed.	1	680.00	680.00
	11- Plumbing Remove water heaters and water softener from basement. Cap of supply lines and vents as needed. Move units up into the bar area.	1	2,300.00	2,300.00

All applicable sales tax is included.

TOTAL DUE

\$2,980.00

THANK YOU.

Thank you for your business!

Invoice

Rodriguez Drywall Finish

Edgar Rodriguez



Date

05-19-2023

Customer

Name:

Address: 117N Moley Ave Wichita KS

Phone #:

Quantity	Description	Unit Price	Total
1ea.	WSF 3070 5'14" x 6'8" ASA x WS anchor frame		
1ea.	LPR 3070 Flush door		
3ea.	TAZ714 260 NRP hinges		
1ea.	2100 x AU-116F x 689 exit device		
1ea.	5801 x 689 closer		
1ea.	171A x 3/4" threshold		
1ea.	345AV x 316 Sweep		
1ea.	303AV 3684 weatherstripping		
DOOR EXTERIOR			
Subtotal			
Total			\$ 2,000

Thank you for your business!

Tax

Email

Invoice

Rodríguez Drywall Finish

Edgar Rodríguez



Date	Customer
04-19-2023	Name: [Redacted] Address: 117N Mosley Ave Wichita KS 67202 Phone #: [Redacted]

Quantity	Description	Unit Price	Total
	Take off burned wood		
	framing walls, ceiling the bathrooms		
	Installing Insulation of ceiling and walls		
	Instal Sheetrock		
	finish		
	Paint the outside wall		
	Change the outside door		
	deposit:	<u>2000</u>	7,100
		Subtotal	
		Total	7,100

Thank you for your business!

Tel: [Redacted]	Email: [Redacted] 116-1-121@email.com
-----------------	---------------------------------------

Carr's Plumbing and Maintenance, LLC
3815 W Douglas Ave
Wichita, KS 67213 US
(316)841-5395
steel6carr@yahoo.com
<https://www.carrsplumbingict.com/>



INVOICE

BILL TO

Wichita, KS 67202

INVOICE

DATE 12/14/2023

DUE DATE 12/14/2023

TERMS Due on receipt

DATE	DESCRIPTION	QTY	RATE	AMOUNT
12/14/2023	Sewer connection and install			6,700.00T
12/14/2023	Water to building			4,800.00T
12/14/2023	1" meter			5,200.00T
12/14/2023	disconnect and reconnect waste and vent and water form adjacent side of building material and labor			13,450.00T
12/14/2023	concrete removal and replacement			4,800.00T
12/14/2023	Additional replace brick			7,000.00T

Thank you for your business and have yourself a wonderful day!

SUBTOTAL	41,950.00
TAX	3,146.25
TOTAL	45,096.25
BALANCE DUE	\$45,096.25

Resource Door & Hardware
337 N Pennsylvania Street
Wichita KS 67214

Invoice

Date	Invoice #
1/14/2023	

Bill To
337 N Pennsylvania Street Wichita, KS 67202

Insurance

P.O. No.	Terms	Project
	Net 30	Hero's

Description	Qty	Amount
Hollow Metal Frame	1	550.00
Hollow Metal Doors	2	1,860.00
Hinges BB5 NRP US26D 4 1/2" x 4 1/2"	6	60.00
Mortise Lock M13FE US26D	1	325.00
Closer 416 AL	1	175.00
416 Adjustable Hold Open	1	85.00
555 26 D Flush Bolts	2	80.00
Dust Proof Strike	1	15.00
Threshold 171A 72" 1/2 X 5	1	70.00
Sweep 315CN 36"	2	40.00
Weatherstrip 303AV 72 x 84	1	40.00
Installation of all Material	1	1,200.00

A late fee of 1.5% per month will be assessed after 30 days. Thank you for your business.

Phone #

E-mail

Subtotal	\$4,500.00
Sales Tax (7.5%)	\$337.50
Total	\$4,837.50
Payments/Credits	\$0.00
Balance Due	\$4,837.50

SWORN STATEMENT IN PROOF OF LOSS

AMOUNT OF POLICY AT TIME OF LOSS
\$1,250,000
 DATE ISSUED
May 9, 2021
 DATE EXPIRES
May 9, 2022

POLICY NUMBER

AGENCY

To the Lexington Insurance Company Insurance Company

At the time of loss, by the above indicated policy of insurance, you insured

Commercial Property Services Group LLC

against loss by special causes of loss to the property described under Schedule "A", according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

1. Time and Origin: A fire loss occurred about the hour of 1:00 o'clock AM
 on the 1st day of May, 2022 The cause and origin of the said loss were fire.

2. Occupancy: The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever currently vacant restaurant and bar.

3. Title and Interest: At the time of the loss the interest of your insured in the property described therein was N/A
 interest therein or encumbrance thereon, except: No Exceptions No other person or persons had any

4. Changes: Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described except: No Exceptions

5. Total Insurance: The total amount of insurance upon the property described by this policy was, at the time of loss, \$1,250,000
 as more particularly specified in the apportionment attached under Schedule "C", besides which there was no policy or other contract of insurance, written or oral, valid or invalid.

6. Full Replacement Cost of said BPP at the time of loss was.....\$

7. The Full Cost of Repair of replacement is "Subject to Appropriate Supplements" \$ 183,966.09

8. Less Prior Paid.....\$ 138,322.18

9. Actual Cash Value Loss is (Line 7 minus Line 8).....\$ 45,643.91

10. Less Deductibles and/or participation by the insured.....\$ 12,500.00

11. Actual Cash Value Claim is Line 9 minus Line 10).....\$ 33,143.91

12. Supplemental Claim for Recoverable Deprec. To be filed in accordance with the terms and conditions of the Replacement Cost Coverage within a reasonable amount of time from the date of loss as shown above, and will not exceed \$ N/A

Any person who, knowingly and with intent to injure, defraud, or deceive any insurance company files a statement of claim containing any false or misleading information commits insurance fraud, punishable as provided in Section 817.234 F.S.

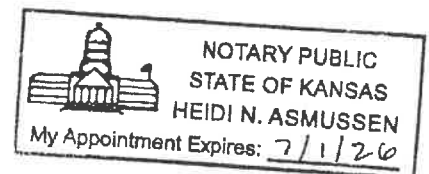
The furnishing of this blank or the preparation of proofs by a representative of the above company is not a waiver of any of its rights.

State of Kansas

County of Sedgwick

Subscribed and sworn before me this 14 day of OCTOBER, 2022

Insured



SWORN STATEMENT IN PROOF OF LOSS

\$1,250,000
AMOUNT OF POLICY AT TIME OF LOSS
May 9, 2021
DATE ISSUED
May 9, 2022
DATE EXPIRES

POLICY NUMBER

AGENCY

To the Aspen Specialty Insurance Company Insurance Company

At the time of loss, by the above indicated policy of insurance, you insured

Commercial Property Services Group LLC

against loss by special causes of loss to the property described under Schedule "A", according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

1. Time and Origin: A fire loss occurred about the hour of 1:00 o'clock AM
on the 1st day of May, 2022 The cause and origin of the said loss were fire.

2. Occupancy: The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever currently vacant restaurant and bar.

3. Title and interest: At the time of the loss the interest of your insured in the property described therein was N/A
No other person or persons had any interest therein or encumbrance thereon, except: No Exceptions

4. Changes: Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described except: No Exceptions

5. Total Insurance: The total amount of insurance upon the property described by this policy was, at the time of loss, \$1,250,000
as more particularly specified in the apportionment attached under Schedule "C", besides which there was no policy or other contract of insurance, written or oral, valid or invalid.

6. Full Replacement Cost of said BPP at the time of loss was.....\$

7. The Full Cost of Repair of replacement is "Subject to appropriate Supplements" \$ 183,966.09

8. Less Prior Paid.....\$ 138,322.18

9. Actual Cash Value Loss is (Line 7 minus Line 8).....\$ 45,643.91

10. Less Deductibles and/or participation by the insured.....\$ 12,500.00

11. Actual Cash Value Claim is Line 9 minus Line 10) "Subject to Appropriate Supplements" \$ 33,143.91

12. Supplemental Claim for Recoverable Deprec. To be filed in accordance with the terms and conditions of the Replacement Cost Coverage within a reasonable amount of time from the date of loss as shown above, and will not exceed \$ N/A

Any person who, knowingly and with intent to injure, defraud, or deceive any insurance company files a statement of claim containing any false or misleading information commits insurance fraud, punishable as provided in Section 817.234 F.S.

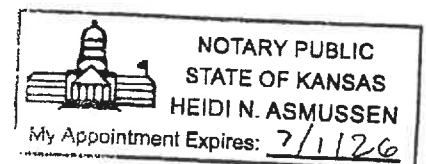
The furnishing of this blank or the preparation of proofs by a representative of the above company is not a waiver of any of its rights

State of KANSAS

County of Sedgwick

Insured

Subscribed and sworn before me this 14 day of OCTOBER



W RAY ROOFING, INC.

PO BOX 420 - 1521 NW 36th St - NORTH NEWTON, KANSAS 67117

Toll Free (800) 794-4594 Phone (316) 283-6840 Fax (316) 283-1264 info@wrayroofing.com

Kansas Registration No. 13-115183

PROPOSAL SUBMITTED TO Commercial Property Services Group LLC	DATE 10/03/2022
STREET 1841 N Rock Road Ct., Suite 200	MISC
CITY, STATE, ZIP CODE Wichita KS 67206	JOB NAME/LOCATION Hero's Sports Bar, 117 N Mosley, Wichita KS
We hereby submit specifications and estimates for:	

Temporary Repairs: to make water tight. \$ 6,157.94

Roof Repairs:

Remove all unused HVAC and debris from roof.

Remove all loose roofing to the base.

Install Cover board. ½ inch.

Install 60 mil TPO to roof field and walls.

Install Counterflashing to walls and Drip edge with gutters on West end.

Install all curb flashing, pitch pans and pipe flashings.

Demo Sheathing: (Note: Support for framing to be completed by Interior Contractor.)

Install sheathing over Framing. (Note: Framing to be done by Interior Contractor.)

Dumpster and haul off.

Crane and Telehandler.

Sheathing Roof Only 400 sq ft \$ 5,400.00

Roof Replacement \$ 74,964.61

Any Additional Sheathing TBA: \$13.50 per sq ft General Requirements \$ 4,407.36

Sub Total \$ 90,929.91

Sales Tax \$ 6,819.74

TOTAL \$ 97,749.65

15 year Material Warranty

2 year MRCA Warranty

Net Due Upon Completion	Documentation Required if Tax Exempt
Service charge 18% on all past due balances. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. NOTE: This proposal may be withdrawn by us if not accepted within 30 days.	
Authorized Signature _____	
Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.	
Signature _____	Date of Acceptance 10/19/2022
Printed Name & Title _____	



NORTH NEWTON, KANSAS 67117

Invoice

Commercial Property Services Group, LLC
1841 N. Rock Road Ct. Suite 200
Wichita, Kansas 67206

Description	Amount
Completed the Following Roof Repairs due to the Fire Damage	97,749.65
Project: Hero's Sports Bar - 117 N Mosley - Wichita, Kansas	
Temporary Repairs to make water tight.	\$ 6,157.94
Roof Repairs - Scope of Work Remove all unused HVAC and debris from roof. Remove all loose roofing to the base. Install Cover Board, 1/2 inch. Install 60 mil TPO to roof field and walls. Install Counterflashing to walls and Drip edge with gutters on West end. Install all curb flashing, pitch pans and pipe flashings. Demo sheathing and install sheathing over Framing. Dumpster and haul off. Crane and Telehandler.	
Sheathing Roof only 400 s. f.	\$ 5,400.00
Roof Replacement	\$ 74,964.61
General Requirements	\$ 4,407.36
Sub-Total	\$ 90,929.91
Sales Tax	\$ 6,819.74
For the Total Sum of	\$ 97,749.65
Total	\$97,749.65

MEMBRANE MATERIAL WARRANTY



DATE OF ISSUE: 11/18/2022

WARRANTY NO.: 1600769

NAME OF BUILDING: HERO'S SPORTS BAR

BUILDING ADDRESS: 117 N MOSLEY WICHITA, KS 67202

Subject to the following terms and conditions, Carlisle Roofing Systems, Inc., (CARLISLE) warrants to the Buyer that the membrane material (MEMBRANE) sold to the Buyer will be free from manufacturing defects at the time of its delivery to the job site.

If upon inspection by Carlisle, the membrane evidences manufacturing defects, Carlisle's liability and Buyer's remedies are limited, at Carlisle's option, to the repair or replacement of the defective membrane at the F.O.B. point in the original contract of sale.

Carlisle further warrants that the Membrane material will not prematurely deteriorate to the point of failure because of weathering for a period of 15 years from the date of sale if properly installed, maintained and used for the purpose for which Carlisle intended.

Buyer shall give Carlisle notice of a claim under this warranty within thirty (30) days of discovering the premature deterioration of the Membrane.

If upon inspection by Carlisle, the Membrane shows premature deterioration because of weathering within the 15 year period stated herein, Carlisle's liability and Buyer's remedies are limited at Carlisle's option to the providing of repair material for the original Membrane or credit to be applied towards the purchase of a new Membrane, the value of these remedies being determined by Carlisle based upon the number of remaining months of the unexpired warranty used to prorate at the current prices for the Membrane. The maximum prorated value allowed by Carlisle for repair or credit shall not exceed the original Membrane purchase price.

This warranty refers to the membrane material only. Flashings, adhesives and other accessories contained in a membrane system are not covered by this warranty.

Carlisle shall not be responsible for the cleanliness or discoloration of the membrane material caused by environmental conditions including, but not limited to, dirt, pollutants or biological agents.

NO REPRESENTATIVE OF CARLISLE HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. CARLISLE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

A handwritten signature in black ink that reads "Mark J. Long".

BY: Mark J. Long

AUTHORIZED SIGNATURE

TITLE: Director, Technical and Warranty Services



Sedgwick County, Kansas



Flood Plain

(X) 0.2 Pct Annual Chance

0.2 PCT Annual Chance Flood Hazard

A
A

AE
AE,

AE, FLOODWAY

AE, FLOODWAY

AH
AH

AO
AO

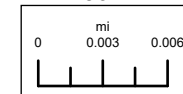
X - Area of Special Consideration

X AREA OF SPECIAL CONSIDERATION, AREA WITH REDUCED FLOOD RISK DUE TO LEVEE

X
X,

Area Not Included

1:564



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.



Geographic Information Services

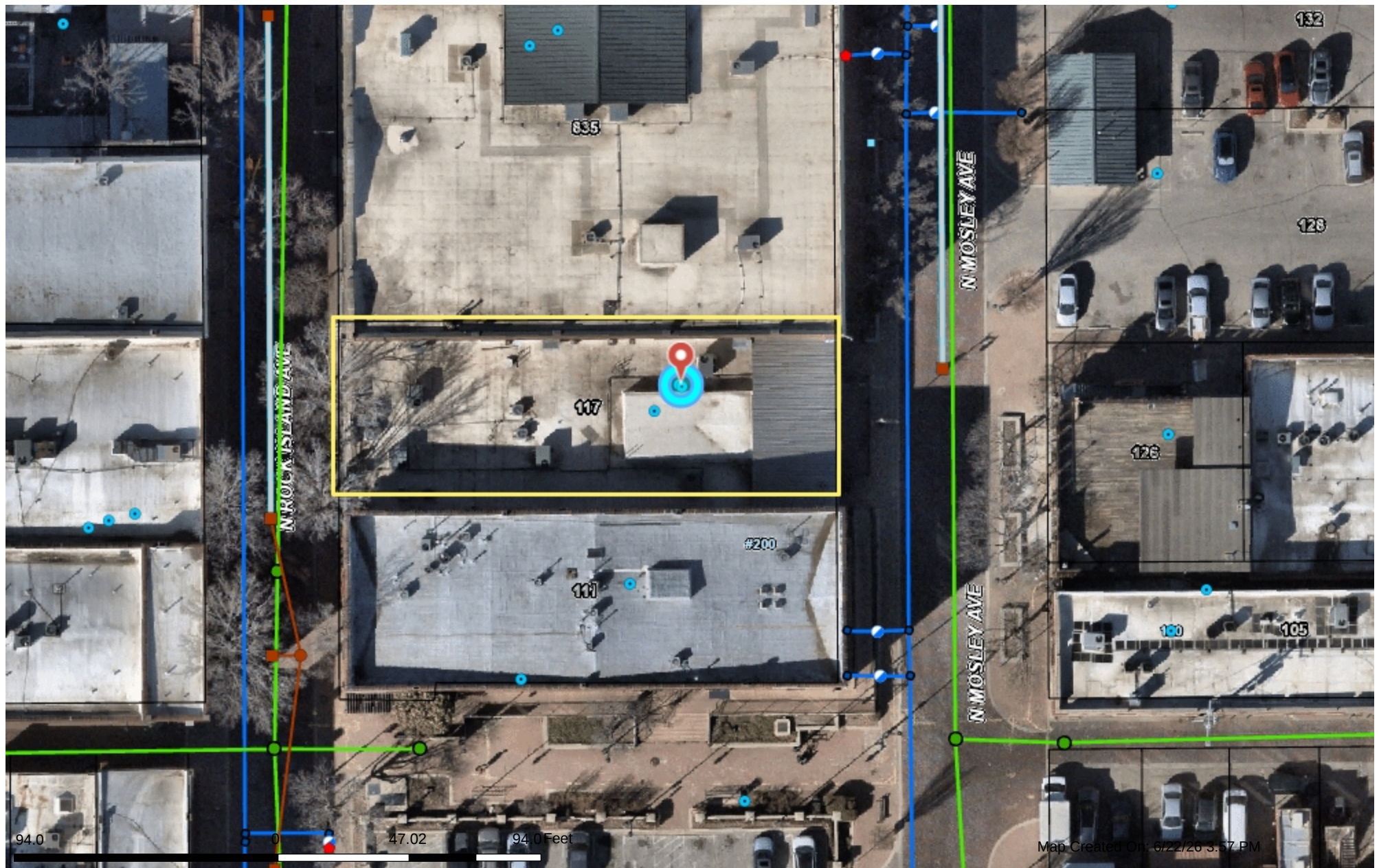
Sedgwick County...
working for you

117 N. Mosley St., Wichita, KS 67202 - Flood

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<https://msc.fema.gov/>



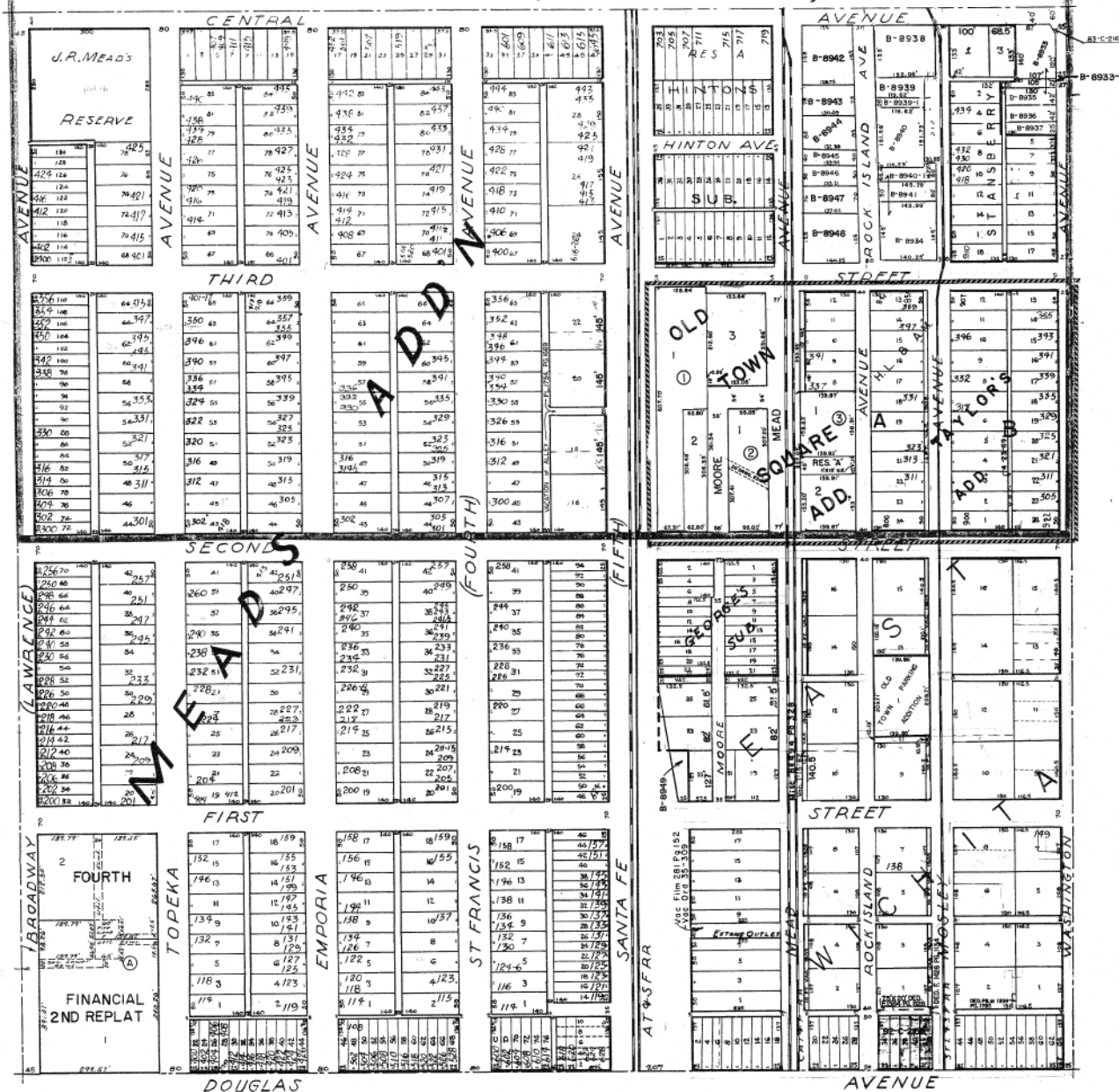


This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public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



N.W. 1/4 SEC. 21, TWP. 27, R.1 E.

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SEDGWICK COUNTY CLERK

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)*

