



Security 1st Title

PRELIMINARY TITLE SEARCH REPORT

Prepared By:
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Prepared Exclusively For:
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Report No: **2475045 Revision A**

Report Effective Date: **February 7, 2022, at 7:30 a.m.**

Property Address: **515 E. 21st St. N., Wichita, KS 67214**

This Title Search Report is NOT a commitment to insure and is not to be construed as an Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the specific benefit of **McCurdy Real Estate & Auction, LLC**, and as such should not be relied upon by any other party for any Real Estate Transaction. Any and all loss or damage that may occur by reason of any errors and omissions in this Company's Report is limited to \$1,000.00 and the fee it received for the preparation and issuance of this report, if any.

1. **Fee Simple** interest in the Land described in this Report is owned, at the Report Effective Date, by

Ronald A. Goodwin and Michelle Goodwin a/k/a Michelle L. Goodwin, Debtors in Possession in Case No. 17-12205, in the United States Bankruptcy Court, District of Kansas

NOTE: Vesting information can be downloaded through this [link](#).

2. The Land referred to in this Report is described as follows:

SEE ATTACHED EXHIBIT A

3. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:

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



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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. **In the United States Bankruptcy Court for the District of Kansas at Wichita as Case No. 17-12205, Ronald A. Goodwin and Michelle L. Goodwin, Debtor; we require the following:**
 - (a) Satisfactory Motion and Notice of Sale, with proper certificate of mailing, showing that the sale of the premises in question is free and clear of liens and encumbrances and that same shall attach to and follow the proceeds of the sale.
 - (b) File affidavit of Record Check showing no objections have been filed to proposed sale specified in Motion filed.
 - (c) File proper Order Approving Sale, showing that the property is being conveyed free and clear of liens and encumbrances.
 - (d) A Debtor-in-Possession Deed showing the property is being conveyed free and clear of liens and encumbrances, and further showing that such liens and encumbrances are to attach and follow the proceeds of the sale.
 - (e) If the Debtor-in-Possession Deed conveys subject property free and clear of liens, and proper notice is given to the parties with interests arising from the items set out below, the following will not appear in the policy, when issued:
 - 1) Case No. 16-CV-899; Leonard E. Heller, Dorothy R. Harris and John D. Harris, in their capacities as Trustees of the John B. and Dorothy Ruth Harris AB Living Trust -vs- Goodwin Properties, LLC, etal.; Journal Entry of Judgment filed November 18, 2016 in favor of Plaintiff and against Goodwin Properties, LLC, etal. in the amount of \$1,236,823.22 and



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foreclosing mortgage against subject property; Agreed Order Granting Motion to Substitute Parties and to Correct Caption filed November 17, 2017 wherein JBHDRH, LLC is substituted as Plaintiff.

2) Case No. 15-CV-1191; Ronald Aaron Goodwin -vs- Steve Hull; Judgment filed September 8, 2016 in favor of Defendant and against Plaintiff in the amount of \$50,226.00 plus costs and attorney fees in the amount of \$23,683.00.

3) Federal Tax Lien recorded September 1, 2015 as DOC#/FLM-PG: 29552219 and DOC#/FLM-PG: 29552220, against Ronald A. & Michelle Goodwin in the amount of \$248,571.66, and any other amounts due thereunder.

4) Federal Tax Lien recorded April 19, 2016 as DOC#/FLM-PG: 29602309 and DOC#/FLM-PG: 29602310, against Ronald A. & Michelle Goodwin in the amount of \$210,983.20, and any other amounts due thereunder.

5) Federal Tax Lien recorded November 7, 2016 as DOC#/FLM-PG: 29650197 and DOC#/FLM-PG: 29650198, against Ronald A. Goodwin in the amount of \$9,703.82, and any other amounts due thereunder.

6) Federal Tax Lien recorded April 11, 2017 as DOC#/FLM-PG: 29682611 and DOC#/FLM-PG: 29682612, against Innovative Recycling LLC, Ronald A. Goodwin, Sole Mbr. in the amount of \$12,695.42, and any other amounts due thereunder.

7) Federal Tax Lien recorded May 10, 2017 as DOC#/FLM-PG: 29688911 and DOC#/FLM-PG: 29688912, against Ronald A. Goodwin in the amount of \$15,004.09, and any other amounts due thereunder.

8) Federal Tax Lien recorded May 15, 2017 as DOC#/FLM-PG: 29689846 and DOC#/FLM-PG: 29689847, against Michelle Goodwin in the amount of \$23,882.53, and any other amounts due thereunder.

9) Federal Tax Lien recorded May 15, 2017 as DOC#/FLM-PG: 29689848 and DOC#/FLM-PG: 29689849, against Michelle Goodwin in the amount of \$14,762.58, and any other amounts due thereunder.



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10) Federal Tax Lien recorded October 11, 2017 as DOC#/FLM-PG: 29724268 and DOC#/FLM-PG: 29724269, against Innovative Recycling LLC, Ronald A. Goodwin, Sole Mbr. in the amount of \$7,807.87, and any other amounts due thereunder.

11) Federal Tax Lien recorded December 5, 2017 as DOC#/FLM-PG: 29735913 and DOC#/FLM-PG: 29735914, against Aarons Recycling LLC, Ronald A. Goodwin, Mbr. in the amount of \$13,122.92, and any other amounts due thereunder.

12) Adversary Proceeding No. 20-05092 in the United States Bankruptcy Court, District of Kansas, P & N, Inc. -vs- Ronald A. Goodwin; Journal Entry of Judgment filed March 3, 2021, Plaintiff granted judgment against Defendant in the amount of \$1,620,500.00 plus interest and attorneys' fees.

13) Case No. 22-CV-000277, Air Capitol Recycling, LLC -vs- Ronald A. Goodwin and Michelle L. Goodwin, Petition filed February 16, 2022, PENDING.

6. File a Debtor-in-Possession Deed from Ronald A. Goodwin and Michelle L. Goodwin a/k/a Michelle Goodwin, husband and wife, Debtors-In-Possession in Case No. 17-12205, United States Bankruptcy Court, District of Kansas to To Be Determined.

7. Recording Fees and Information for Kansas Counties:

Deed: \$21.00 (first page) + \$17.00 (each additional page)
Mortgage: \$21.00 (first page) + \$17.00 (each additional page)
Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)
Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

(NOTE: Beginning January 1, 2019, Mortgage Registration Tax is no longer required in the State of Kansas.)



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NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

NOTE: For documents electronically recorded, there is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.

4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any other matters that may arise after the date of this report:
 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
 2. Rights or claims of parties in possession not shown by the Public Records
 3. Easements, or claims of easements, not shown by the Public Records
 4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land
 5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
 6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records



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7. **General taxes and special assessments for the fiscal years 2013-2021 + accrued interest and penalties, DELINQUENT**
Property I.D. # B-14945
PIN #00509313 (Parcel 1)
8. **General taxes and special assessments for the fiscal years 2013-2021 + accrued interest and penalties, DELINQUENT**
Property I.D. # B-14946-0001
PIN #00600948 (Parcel 2)
9. **General taxes and special assessments for the fiscal years 2013-2021 + accrued interest and penalties, DELINQUENT**
Property I.D. # B-00151-00UP
PIN #00118582 (Covers a portion of Parcel 3)
10. **General taxes and special assessments for the fiscal years 2013-2021 + accrued interest and penalties, DELINQUENT**
Property I.D. # B-00150-00UP
PIN #00118580 (Covers remainder of Parcel 3)

NOTE: Please call Sedgwick County at (316) 660-9000 for payoff information

11. **Railroad rights of way, switch tracks, spur tracks, electric telephone transmission lines, if any, over the premises in question.**
12. **The following matters shown on or disclosed by the recorded plat referred to in the legal description: easements, building setback lines, access controls, drainage plan, and reserve restrictions. (As to parcels 1 and 2)**
13. **Legal effects or consequences of the following recitals contained on the Plat of Parcels 1 and 2:**
Reserve "A" is dedicated for drainage and shall be owned and maintained by the public.

A drainage plan has been developed for this plot and all drainage easements, right-of-way, or reserves shall remain at established grades or as modified with the approval of the applicable City or County Engineer, and unobstructed to allow for the conveyance of storm water.



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14. **Easements for ingress and egress established in Deed Book 419, Page 250, over a portion of subject property.**
15. **Sewer Easements granted to the City of Wichita, filed in Misc. Book 212, Pages 215, 217 219 and 221, and in Misc. Book 218, Pages 464 and 491; and as shown on the Plat affecting Parcels 1 and 2.**
16. **Terms and provisions of the City of Wichita Certificate and Release for Environmental Conditions filed on Film 1696, Page 559; Film 1703, Page 1231; Film 1696, Pages 560, 561, 562 and 563; Film 1700, Page 1397.**
17. **Terms and provisions contained in the document entitled "City of Wichita Certificate and Release for Environmental Conditions North Industrial Corridor Redevelopment District" filed May 28, 2010 as Doc#/Flm-Pg: 29144710; Doc#/Flm-Pg: 29144711; and Doc#/Flm-Pg: 29144712.**
18. **The terms and provisions contained in the document entitled "Drainage Agreement" filed as Film 2353, Page 19. (as to Parcel 1)**
19. **The terms and provisions contained in the document entitled "Cross-Lot Circulation Agreement" filed as Film 2353 at page 21. (as to Parcel 2)**
20. **Covenants and restrictions contained in/on Film 2353, Page 23. (as to Parcel 2)**
21. **An easement for right-of-way, recorded as Doc#/Flm-Pg: 28585270;
In favor of: the City of Wichita
Affects: a portion of Parcel 2**
22. **The terms and provisions contained in the document entitled "Lot Split" filed as Doc#/Flm-Pg: 29124764. (as to Parcel 2)**
23. **Rights of parties in possession under unrecorded leases.**

Dated: **February 7, 2022**, at 7:30 a.m.



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SECURITY 1ST TITLE

By: Glenn B. Edwards

LICENSED ABSTRACTER

EXHIBIT "A"

Parcel 1:

Lot 1, Block 1, in Wichita Stockyard Addition, an addition to Wichita, Sedgwick County, Kansas.

Parcel 2:

A tract of land lying within a portion of Lot 2, Block 1, Wichita Stockyard Addition, an addition to Wichita, Sedgwick County, Kansas, said tract being more particularly described as follows:

Commencing at the Northwest Corner of Lot 3, Block 1, said Addition; thence along the common line of said Lots 2 and 3, on a platted bearing of South 00°53'06" East, 60.00 feet to the POINT OF BEGINNING; thence continuing South 00°53'06" East, 275.00 feet to the Southwest Corner of said Lot 3; thence South 21°25'03" West, 15.03 feet to the South line of said Lot 2; thence along said South line, North 82°12'32" West, 313.54 feet to a point on a curve to the right; thence along the said curve 297.67 feet, said curve having a central angle of 81°12'56", a radius of 210.00 feet, and a long chord distance of 273.37 feet, bearing North 41°36'04" West; thence North 00°59'36" West, 91.33 feet to the Northwest Corner of said Lot 2; thence along the North line of said Lot 2, North 88°45'32" East, 474.16 feet; thence South 00°53'06" East, 60.00 feet; thence north 88°45'32" East, 20.00 feet to the point of beginning.

Parcel 3:

A tract in the Northwest Quarter of Section 9, Township 27 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, described as: Beginning 546.7 feet East and 661.7 feet South of the Northwest Corner of Section 9; thence East along a line parallel to the North line of said Section 9, a distance of 446.3 feet; thence South along a line parallel to the West line of said Section 9, a distance of 30 feet; thence East along a line parallel to the North line of Section 9, a distance of 3 feet; thence South along a line parallel to the West line of said Section 9, a distance of 1066.05 feet; thence along a line forming an angle of 26°15' to the left from the above course a distance of 5 feet, more or less, to the West line of the right of way of the Missouri-Pacific Railway Company; thence in a Southwesterly direction along the West line of said right of way to the point of intersection of said West line of said right of way and the East line of the right of way of the Atchison, Topeka and Santa Fe Railway Company; thence in a Northwesterly direction along said East line of said right of way of the Atchison, Topeka and Santa Fe Railway Company a distance of 933.15 feet; thence East along a line parallel to the North line of said Section 9, a distance of 20.35 feet; thence in a Northeasterly direction with an angle to the right of 75°27' a distance of 87.95 feet; thence North with a deflection angle to the right of 14°59' a distance of 220.8 feet to the place of beginning.