**Auction!** 900 S Emporia Ave, Wichita, KS 67211

**Bidding Closes:** 4/17/25 @ 2:45 PM

Duplex

1 Bedroom | 1 Bathroom


**DANIEL GUTIERREZ**

REALTOR® - AUCTIONEER

kwhp KELLERWILLIAMS HOMETOWN PARTNERS, LLC

TurnKey Realtors - Auctioneers

316-364-7500 | dxgutierrez@kw.com | bidturnkey.com

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To bid, scan the QR Code

Property is selling in its “as-is” present condition and is accepted by the buyer without any expressed or implied warranties. It is the buyer’s responsibility to have any and all inspections completed prior to bidding. The buyer and seller shall split equally in the cost of the title insurance and the closing fee. ALL taxes will be prorated to the day of closing. Bidding is not contingent upon financing. Closing to take place on or before 30 days from the auction closing date. Non-refundable earnest money deposit due at the conclusion of the auction in the amount of $5,000

# TERMS AND CONDITIONS
# FOR BIDDING AT ON-LINE AUCTION
# (Brokered by Keller Williams Hometown Partners, LLC)

1. If you register to bid at this on-line auction being conducted by Turnkey Auctions, LLC (brokered by Keller Williams Hometown Partners, LLC), you agree to be bound by these terms and conditions as well as any additional terms found at the website of the on-line auction at which you are bidding. These terms, together with any property specific terms found at the auction website, are referred to as the "Terms" and you are referred to as "You", "Your" or the "Bidder". Turnkey Auctions, LLC is referred to as "We", "Us", "Our" or the "Auctioneer".

2. You may not modify the Terms by any conversation, email, text or other communication, unless such communication is confirmed in writing by us as an amendment to these Terms.

3. Any property specific auction announcement takes precedence over these Terms. If there is a conflict between these terms and any auction announcement for a specific property, the auction announcement controls and is considered to be an amendment to these Terms.

4. ONCE YOU SUBMIT A BID, IT CANNOT BE WITHDRAWN OR RETRACTED.

5. The real estate that is being offered for sale at on-line auction is referred to as the "Property".

6. Unless otherwise noted or announced with respect to a particular Property, all auctions are conducted with reserve or subject to the confirmation of the seller.

7. The website listing for the Property contains a link to an auction packet. The auction packet contains, among other things, a real estate purchase agreement for the Property (the "Purchase Agreement"). The auction packet may be updated from time to time until the commencement of the auction. A preliminary title insurance commitment for the Property will be included as part of the auction packet no later than immediately prior to the commencement of the auction. You should read all items contained in the auction packet at the commencement of the auction, as You are bound by the contents and may not later object to anything found in the auction packet. If You have a question about anything contained in the auction packet, You are responsible for obtaining the answer or otherwise satisfying Yourself prior to the auction. If any provision or the Purchase Agreement or the preliminary title commitment is unacceptable to You, You should not bid on the Property as You will be unable to negotiate terms after the auction is closed.

8. THE PROPERTY IS NOT BEING SOLD CONTINGENT ON FINANCING. If You are the winning or successful bidder, You are bound to purchase the Property unless the seller cannot deliver marketable title as described in the Purchase Agreement, or the auction is with reserve and the seller does not accept the winning bid.

9. THE PROPERTY IS NOT BEING SOLD CONTINGENT ON ANY TYPE OF INSPECTION. If You desire any physical inspection or other due diligence with respect to the Property, You must complete this prior to the auction. If You desire to inspect the Property, You must make arrangements with Us to conduct such inspection. If You or Your representatives desire access to the Property for purposes of conducting a physical inspection, You may be required to sign a property access agreement as a condition to such access. Should You elect to view or inspect the Property, You assume all risk while on the Property and We have no liability for any injury or damage that may occur to You, Your agents or guests while on the Property.

10. Except as may be specifically contained in any property disclosure contained in the Auction Packet, neither We nor the seller makes any representation or warranty concerning the PROPERTY. The Property is offered at public auction, AS IS-WHERE IS AND WITH ALL FAULTS. You acknowledge that You have the opportunity, prior to the auction, to inspect and evaluate the Property. If You elect to bid on the Property, You acknowledge that You will have performed all such inspections and evaluations that You deem necessary. Without limiting the foregoing, no representation or warranty is made concerning the condition of the Property, the suitability of the Property for any particular use or purpose, the absence of lead paint at the Property, the Property's compliance with any laws or ordinances (including. without limitation, environmental laws, current building codes, and zoning ordinances), or the lack or any encroachment affecting the Property.

11. If any representation or warranty concerning the Property is contained in the auction packet or otherwise found to exist, such representation or warranty is between You and the seller. We are not responsible for any representation made by the seller or otherwise found to exist.

12. The auction packet for a particular Property may be modified or updated from time to time, including up to the commencement of the auction. You are responsible for monitoring the website to determine if updated information has been provided.

13. The legal description for the Property is found in the Purchase Agreement contained in the Auction Packet.

14. A BUYER'S PREMIUM OF THE GREATER OF (I) TEN PERCENT (10%) OF THE WINNING BID, OR (II) OR $2,000, WILL BE ADDED to the winning bid and this sum is the purchase price for the Property (the "Purchase Price").

15. If You are the high bidder at the auction, You must immediately sign the Purchase Agreement, and by 4:00 p.m. local time on the first business day after the auction, You must deliver the earnest money in immediately available funds. The balance of the Purchase Price will be due in immediately available funds at the closing date specified for the Property. The closing will occur no later than 30 days following the auction date unless otherwise agreed to by You and the seller. This is a firm closing date and YOU ARE NOT ENTITLED TO EXTEND THE CLOSING DATE WITHOUT THE SELLER'S WRITTEN AGREEMENT, which may be given or withheld by the seller in its discretion.

16. If You are the winning bidder, You have irrevocably agreed to purchase the Property for the Purchase Price, subject only to Seller's compliance with the Purchase Agreement. If, after being the winning bidder, You fail or refuse to execute the Purchase Agreement, You are still bound to purchase the Property. In such event, You agree that these Terms, together with the Purchase Agreement which will be deemed attached to these Terms as an exhibit, constitute Your written agreement to purchase the Property for the Purchase Price and is fully enforceable against You.

17. All bids are subject to acceptance by the Auctioneer. No bid is considered made by You until accepted by the Auctioneer. The Auctioneer may refuse or reject any bid that is suspected to by the Auctioneer to be fraudulent, which is not made in good faith, or which is made for any purpose that the Auctioneer deems to be illegitimate.

18. The Auctioneer has the right to control the bidding process including setting the initial bid amount and establishing the increments for subsequent bidding.

19. You represent that You have the legal authority to bid and are bidding on Your own behalf and not on behalf of the seller. You agree that You will use Our online bidding system only for proper purposes (that is, to submit legitimate bids with the legitimate intention of purchasing the offered property) and not for any improper or malicious purpose that is designed to disrupt, disable, overburden, delay, compromise or crash Our online bidding system, or limit any other person's access to Our online bidding system.

20. These Terms are binding on You and on Your representatives, successors, executors, administrators, successors and assigns.

21. Neither the Auctioneer nor the company providing the software for Our online bidding platform shall be held responsible for any missed bid, for the failure of the software to function properly, for any interruption in Your on-line access to the bidding website, for any lack of compatibility with Your software or hardware, for any delay in Your access to the system or for any other disruption in or lack of Your access to the online bidding system.

22. If, after an auction has begun, We are aware of any lack of functionality in, or disruption in access to, the online bidding platform, We reserve the right in Our sole discretion to extend the scheduled ending time for the auction.

23. We allow broker or agent participation. However, in order to participate, Your broker or agent must register with us in advance by returning to us a fully completed and executed agent participation form no later than 24 hours prior to the scheduled closing time for the auction (as described in more detail in Our agent participation packet). Your agent must contact us to obtain the agent participation packet.

24. These terms are subject in all respects to Our privacy policy which can be found at https://danielg.kw.com/kw/privacypolicy

25. We are acting solely as the agent of the Seller. We are not acting as Your agent. In no event will We be liable for damages, including without limitation, any incidental, consequential, special or punitive damages arising out of or in connection with the auction, the Purchase Agreement, the sale of the Property, any misrepresentation of the seller or any breach by seller of the Purchase Agreement.

26. If any portion of these Terms is determined to be invalid or unenforceable, the validity or enforceability of the remainder of the Terms will be unaffected. Each provision included in these Terms is intended to be enforceable or binding only to the maximum extent permitted by applicable law.

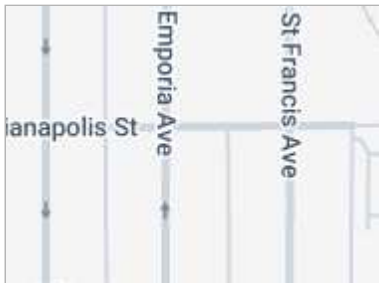
27. These Terms are governed by Kansas law, but without regard to Kansas rules governing conflict of laws. In there is any dispute relating to these Terms, the auction of the Property, the Purchase Agreement or any other matter relating to the offer or sale of the Property, exclusive venue for litigation of any such dispute shall be in either the Sedgwick County District Court or the United States District Court in Wichita, Kansas, and You submit to the jurisdiction of such courts.

28. IF YOU ARE THE SUCCESSFUL OR WINNING BIDDER, BUT FAIL TO COMPLY WITH YOUR OBLIGATIONS SET OUT IN THESE TERMS, YOU WILL BE IN BREACH OF THESE TERMS AND WILL BE RESPONSIBLE FOR DAMAGES WHICH RESULT FROM YOUR BREACH.

Authentisign ID: DDBE6984-B605-F011-90CE-00224822F75A

## TURNKEY

| | |
|---|---|
| **(86) MLS #** | 652303 |
| **(100) County** | Sedgwick |
| **(87) Class** | Multi-Family |
| **(89) Property Type** | Twin/Duplex |
| **(90) Area** | SCKMLS |
| **(92) Address** | 900 S Emporia Ave |
| **(93) Address 2** | |
| **(94) City** | Wichita |
| **(95) State** | KS |
| **(96) Zip** | 67211 |
| **(97) Status** | Active |
| **(74) Contingency Reason** | |
| **(91) Asking Price** | $0 |




## GENERAL

| | |
|---|---|
| **(99) List Agent - Agent Name and Phone** | Daniel Gutierrez - CELL: 620-937-1488 |
| **(101) List Office - Office Name and Phone** | Keller Williams Hometown Partners - OFF: 316-729-8500 |
| **(63) Co-List Agent - Agent Name and Phone** | |
| **(64) Co-List Office - Office Name and Phone** | |
| **(105) Showing Phone** | 1-888-874-0581 |
| **(106) Style** | Side By Side |
| **(107) Approximate Age** | 81+ Years |
| **(108) Basement** | None |
| **(109) Existing Finance** | None |
| **(110) Owner Finance Y/N** | No |
| **(111) Approx. TFLA** | 800.00 |
| **(112) TFLA Source** | Court House |
| **(45) Parcel ID** | 128-28-0-22-08-002.00 |
| **(113) Number of Units** | 2 |
| **(115) On-Site Parking Spaces** | 0.00 |
| **(116) Year Built** | 1930 |
| **(71) # of Efficiency Units** | |
| **(117) # of 1 Bedroom Units** | 2 |
| **(118) # of 2 Bedroom Units** | |
| **(119) # of 3 Bedroom Units** | |
| **(120) Lot Size/SqFt** | 3,920 |
| **(121) Rent Per Unit-Efficiency** | |
| **(122) Rent Per Unit - 1 Bedroom** | $500, $600 |
| **(123) Rent Per Unit - 2 Bedroom** | |
| **(124) Rent Per Unit - 3 Bedroom** | |
| **(66) Vacancy Rate %** | 0.00 |
| **(125) School District** | Wichita School District (USD 259) |
| **(126) Elementary School** | Linwood |
| **(127) Middle School** | Hamilton |
| **(128) High School** | West |
| **(129) Subdivision** | ORME & PHILIPS ADDITION |
| **(130) Legal** | S 8 FT E1/2 LOT 76 & W1/2 LOTS 74 & 76 BLOCK 13 ORME & PHILLIPS ADDITION |

**(82) Display Address** Yes
**(72) Virtual Tour Y/N**

## DIRECTIONS

**(131) Directions** Indianapolis St & Broadway - East to Emporia Ave, South to Home

## FEATURES

**EXTERIOR CONSTRUCTION**
Frame

**# OF STORIES**
One

**ROOF**
Composition

**TENANT PAID UTILITIES**
Electric
Gas
Trash

**BASEMENT USE**
None

**POSSESSION**
At Closing

**PROPOSED FINANCING**
Other/See Remarks

**TERMS OF TENANCY**
Month to Month

**SHOWING INSTRUCTIONS**
Appt Req-Call Showing #

**LOCKBOX**
None

**TYPE OF LISTING**
Excl Right w/o Reserve

Authentisign ID: DDBE6984-B605-F011-90CE-00224822F75A

## FEATURES

**FLOOD INSURANCE**
Unknown

**UTILITIES**
Natural Gas
Public Water

**OWNER PAID UTILITIES**
Water/Sewer

**BASEMENT FINISH PER**
None

**HEATING**
Floor Furnace

**COOLING**
Window Unit

**PARKING**
Street Parking

**APPLIANCES**
None

**DOCUMENTS ON FILE**
Documents Online
Ground Water Addendum
Lead Paint
Photographs
Other/See Remarks

**OWNERSHIP**
Corporate

**AGENT TYPE**
Designated Sellers Agent

**FLOORS**
Other/See Remarks

## FINANCIAL

| | |
|---|---|
| **(47) Assumable Y/N** | No |
| **(135) Gross Income** | $13,200.00 |
| **(136) General Taxes** | $347.42 |
| **(137) General Tax Year** | 2024 |
| **(76) Yearly Specials** | $10.00 |
| **(138) Total Specials** | $0.00 |
| **(139) HOA Y/N** | No |
| **(77) Yearly HOA Dues** | |
| **(140) HOA Initiation Fee** | |
| **(141) Earnest $ Deposited With** | Meridian Title Company |

Authentisign
CW

## PUBLIC REMARKS

**(142) Public Remarks** Online only auction, bidding closing April 17th at 2:45 PM. Your opportunity to bid on this charming duplex situated on a corner lot in Wichita! This property offers excellent potential with two 1-bedroom units, each featuring 1 bathroom and currently on month-to-month leases for added flexibility. One side was remodeled in 2021, enhancing the property's value. The exterior provides convenient street parking, and the duplex offers strong cash flow potential for investors. Whether you're looking for a property with solid income or one that offers room for future improvements, this is an opportunity you won't want to miss! Please note: The floor furnace heating is currently not functioning, and no appliances will remain with the property. 10% buyer premium will be added to the final bid and make up the final contract price. Property is selling in its "as-is" present condition and is accepted by the buyer without any expressed or implied warranties. It is the buyer's responsibility to have any and all inspections completed prior to bidding. The buyer and seller shall split equally in the cost of the title insurance and the closing fee. ALL taxes will be prorated to the day of closing. Bidding is not contingent upon financing. Closing to take place on or before 30 days from the auction closing date. The Seller reserves the right to accept any offer made prior to the auction's close, regardless of the current highest bid, only if the reserve price has not been met. In the event of an acceptable pre-auction offer, the auction will be immediately terminated and the highest bidder notified. Non-refundable earnest money deposit due at the conclusion of the auction in the amount of $5,000.

## AUCTION

| | | |
|---|---|---|
| **(145) Type of Auction Sale** | Reserve | **(151) 1 - Open for Preview** |
| **(146) Method of Auction** | Online Only | **(154) 1 - Open/Preview Date** |
| **(147) Auction Location** | Bidwichita.com | **(157) 1 - Open Start Time** |
| **(148) Auction Offering** | Real Estate Only | **(68) 1 - Open End Time** |
| **(149) Auction Date** | 4/10/2025 | **(152) 2 - Open for Preview** |
| **(150) Auction Start Time** | 4:00 PM | **(155) 2 - Open/Preview Date** |
| **(160) Broker Registration Req** | Yes | **(158) 2 - Open Start Time** |
| **(161) Broker Reg Deadline** | | **(69) 2 - Open End Time** |
| **(162) Buyer Premium Y/N** | Yes | **(153) 3 - Open for Preview** |
| **(163) Premium Amount** | 10.00 | **(156) 3 - Open/Preview Date** |
| **(164) Earnest Money Y/N** | Yes | **(159) 3 - Open Start Time** |
| **(165) Earnest Amount %/$** | 5,000.00 | **(70) 3 - Open End Time** |

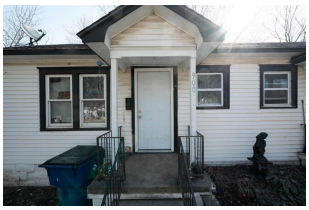
## TERMS OF SALE

**(166) Terms of Sale** See website or documents for full terms

## PERSONAL PROPERTY

**(167) Personal Property**

## ADDITIONAL PICTURES



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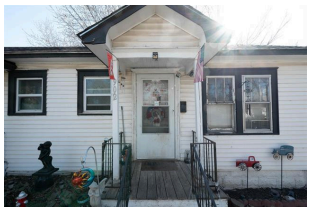

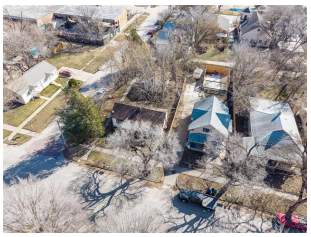

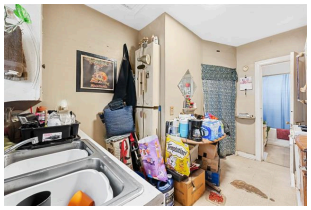

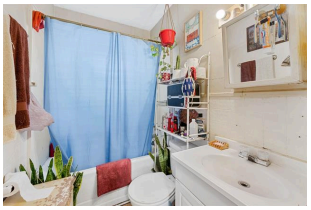

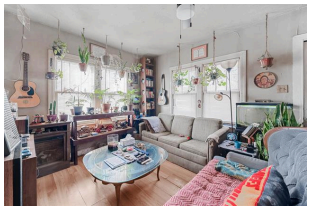
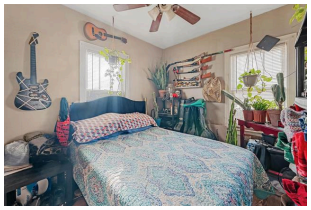
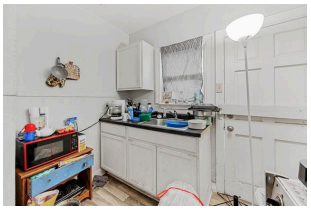
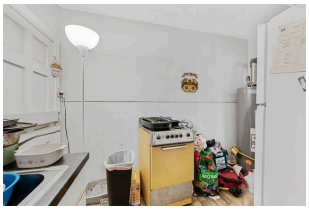
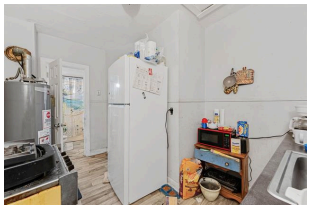

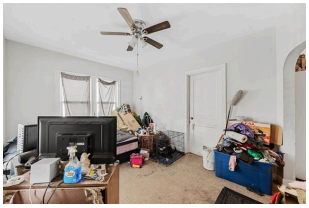

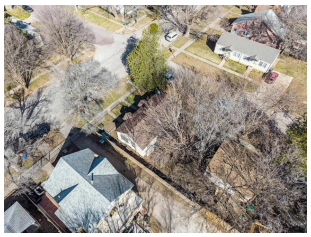
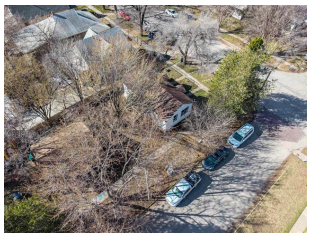
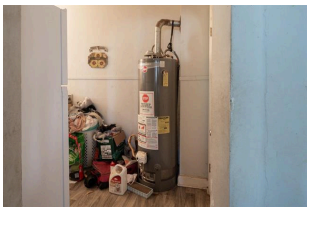

## DISCLAIMER

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 2024 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

Authentisign ID: B2BE43FF-52E9-EF11-88F8-002248264582

HOMETOWN PARTNERS LLC
KELLERWILLIAMS.

# GROUNDWATER / ENVIRONMENTAL ADDENDUM

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

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

The parties are proposing the sale and purchase of certain property, commonly known as:
See Exhibit A

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

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

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

CW Seller has no knowledge of groundwater contamination or other environmental concerns; or

_____ Known groundwater contamination or other environmental concerns are:

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

CW Seller has no reports or records pertaining to groundwater contamination or other environmental concerns; or

_____ Seller has provided the Buyer with all available records and reports pertaining to groundwater contamination or other environmental concerns (list document below):

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

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

**CERTIFICATION**

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

| | | | |
|---|---|---|---|
| Cale Woydziak, Sole Member | 02/26/2025 | | |
| Seller Cale Woydziak, Sole Member | Date | Buyer | Date |
| | | | |
| Seller | Date | Buyer | Date |

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InstanetFORMS

Authentisign ID: B2BE43FF-52E9-EF11-88F8-002248264582

Property Address: See Exhibit A

## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

### Lead Warning Statement

*Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.*

### Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) CW Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) CW Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home.*

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### Agent's Acknowledgment (initial)

(f) DG Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

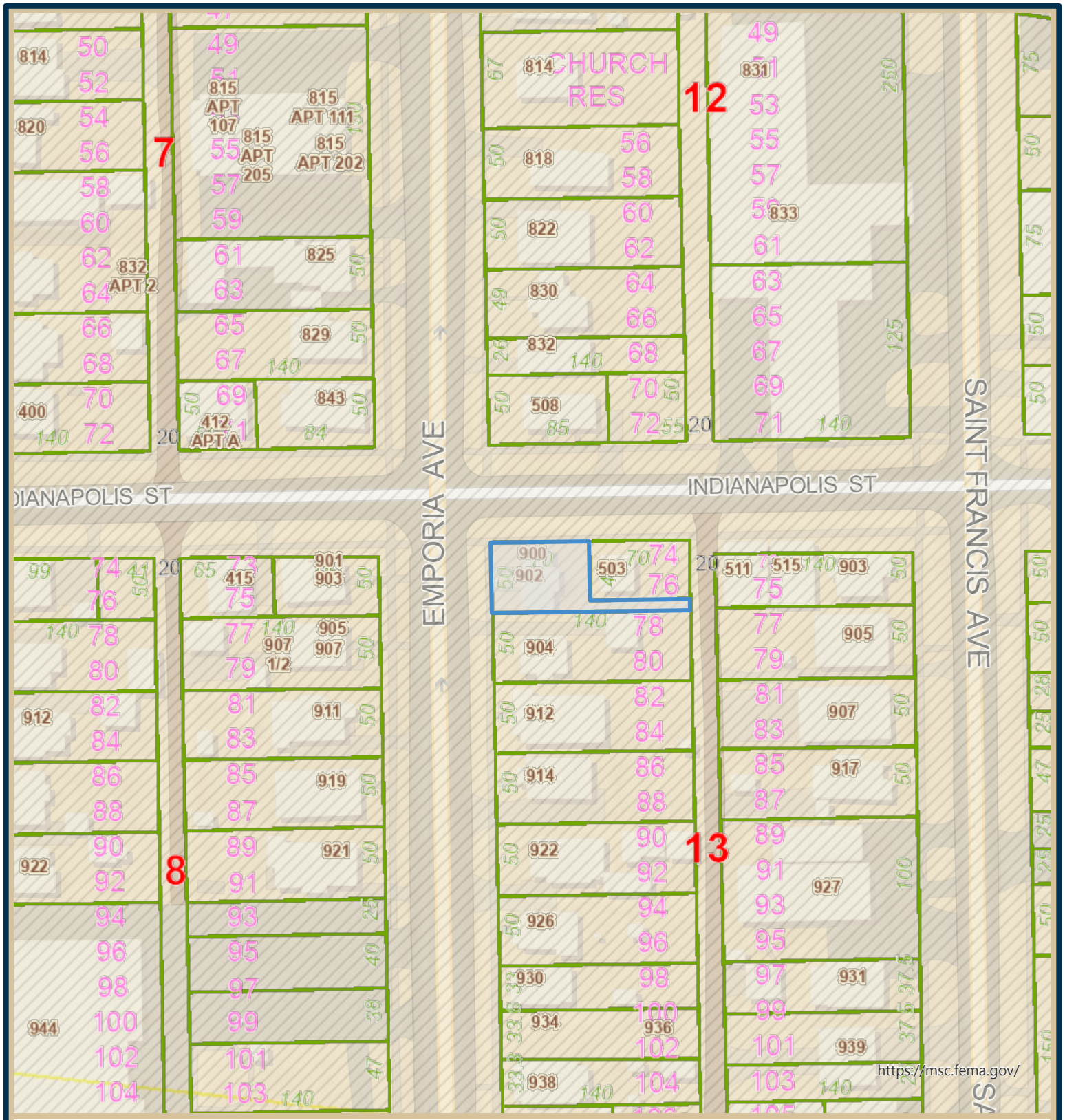
| | | | |
|---|---|---|---|
| Cale Woydziak, Sole Member<br>Seller Waldo Investments LLC | 02/26/2025<br>Date | Seller | Date |
| Purchaser | Date | Purchaser | Date |
| Daniel Gutierrez<br>Agent Daniel Gutierrez | 02/12/2025<br>Date | Agent | Date |

InstanetFORMS

# 900 S Emporia Ave

| Unit | Unit | Occupied | Rent Amount | Deposit | Term | Renovated | Notes |
|---|---|---|---|---|---|---|---|
| 900 | 1 | ☑ | $600.00 | $300.00 | MTM | ☐ | MTM as of 12/31/2021- Pets on record |
| 902 | 2 | ☑ | $500.00 | $300.00 | MTM | ☐ | MTM as of 4/01/2022- Pets on record |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | $1,100.00 | | | | |

| Monthly Expenses | | |
|---|---|---|
| Insurance | | General Insurance, monthly total for entire property |
| Water | X | |
| | | |
| | | |




Geographic Information Services

*Sedgwick County... working for you*

Date: 3/21/2025

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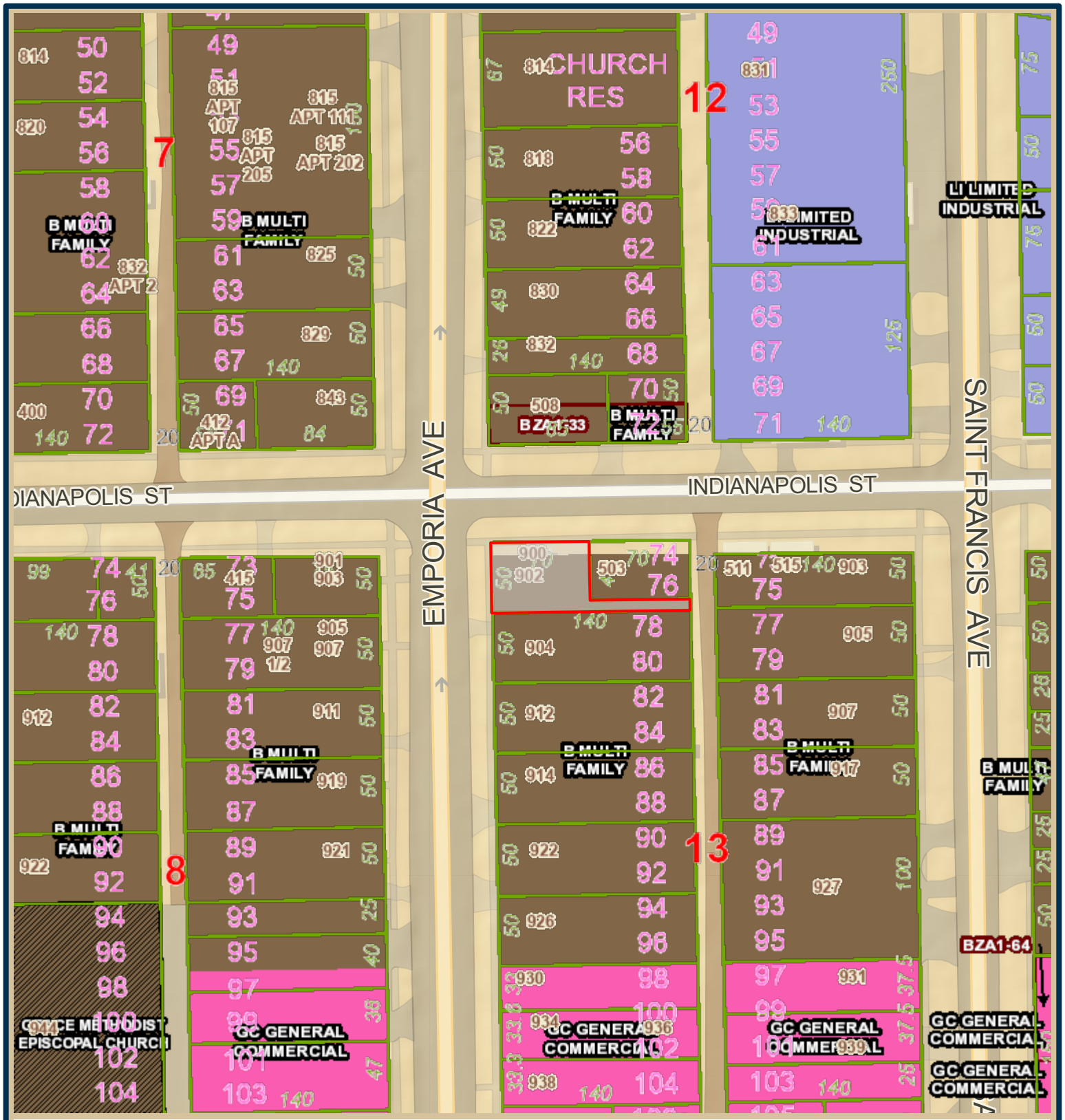
## *Emporia - Flood*

**Sedgwick County, Kansas**

N
W E
S

1:1,128

mi
0 0.0065 0.013




Geographic Information Services
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Date: 3/21/2025

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## *Emporia - Zoning*

**Sedgwick County, Kansas**

N
W E
S

1:1,128

mi
0 0.0065 0.013

# Auction Closing Costs

| |
|---|
| 10% Buyer Premium added to final bid |
| 1/2 Title Insurance Fee |
| 1/2 Title Insurance Closing Fee |
| Proration of Property Taxes |
| Proration of Rents/deposits if tenant occupied |
| Document preparation and recording fees |
| HOA Initiation/ HOA Dues |
| Lender Loan origination fees ** |
| Lender title policy** |
| Lender pre-paids -PMI, Taxes, Insurance & escrow** |

**If getting a new mortgage