

payment of debts of the decedent.

5. The Last Will and Testament of the decedent, which was admitted to probate by order of the Court on March 13, 2009, gives the executor in the executor's discretion authority to sell, convey, transfer and mortgage property in the estate. Item Four C.

6. The real estate owned by the Estate as noted in paragraph 3 was being foreclosed in Sedgwick County Case No. 09 CV 4093 filed October 19, 2009, by Fidelity Bank.

7. After several extensions of the foreclosure case Petitioner at the last minute paid \$33,263.00 to reinstate the mortgage and obtain dismissal of the foreclosure of the foreclosure case.

8. Petitioner as Administrator, C.T.A. on behalf of the Estate has executed a note and mortgage on the subject property to Petitioner as an individual in the amount of \$33,263.95. A copy of such mortgage is attached hereto as Exhibit A.

9. The amount due on the mortgage by Fidelity Bank on the subject property is currently \$148,043.54 which together with the mortgage to Petitioner in the amount of \$33,263.95 makes the outstanding mortgage obligation against the property \$181,307.49.

10. Petitioner proposes to sell the subject property in the estate to himself as an individual for \$1,000.00 subject to the two mortgages and any real tax due such that there would not be any additional expense to the estate.

11. The prior executor filed her inventory which estimated the value of the subject property as of December 30, 2008, at \$175,000.00. This estimate was based on an appraisal by a professional appraiser for this same amount.

12. The prior executor negotiated with an auctioneer as selling the subject property at auction, but the auctioneer declined.

13. The subject property is a residence in poor condition. This condition has deteriorated since December 30, 2008, because the Estate has not had funds to make repairs. Moreover, the real estate market has deteriorated since December 30, 2008. Thus, the house would be worth less than it was worth on December 30, 2008.

14. When costs of sale and closing costs which are likely to be in excess of \$10,000.00 are considered it is unlikely that the house could be sold such that the Estate would realize any funds as a result of a sale.

15. There is a substantial conflict of interest between Petitioner as Administrator, C.T.A., as mortgagor and seller as Petitioner as an individual as mortgagee and purchaser.

16. This sale would give the Estate some benefit from the subject property and relieve the Estate from a declining asset.

WHEREFORE, the Petitioner prays that the court approve the mortgage and the sale to himself pursuant to the power to sell and to mortgage contained in the decedent's will.



Andrew Sandlin, Administrator, C.T.A.

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

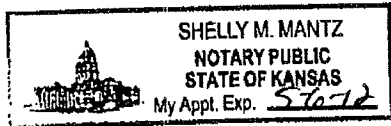
Andrew Sandlin, of lawful age, being first duly sworn, on oath, states:

I am the petitioner above named, I have read the PETITION FOR SALE OF REAL ESTATE AT PRIVATE SALE TO THE ADMINISTRATOR, C.T.A and all the statements therein made are true.



Andrew Sandlin

SUBSCRIBED AND SWORN to before me this 30th day of July, 2009.



My appointment expired:

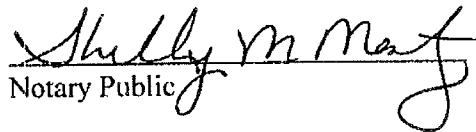

Notary Public

Exhibit A

REAL ESTATE MORTGAGE

THIS MORTGAGE is given this 30th day of July, 2010, by the Estate of Margaret Sandlin, deceased, hereinafter called the "Mortgagor," to Andrew Sandlin, a single person, hereinafter referred to as "Mortgagee."

WITNESSETH: That Mortgagor, for and in consideration of valuable consideration and One and no/100 (\$1.00), in hand paid by the Mortgagee, the receipt of which is hereby acknowledged, do hereby grant, convey, and mortgage unto the Mortgagee all the following described real estate situated in the County of Sedgwick, State of Kansas, as shown on attached Exhibit "A", ("Mortgage Property") together with all the privileges, hereditaments, and appurtenances thereto belonging, or in anywise appertaining.

This Mortgage is given to secure the payment of the promissary note dated 7-30-10, 2010, in the total amount of Thirty-three Thousand Two Hundred Sixty-three and 95/100 Dollars (\$33,263.95), hereinafter referred to as the "Note."

Mortgagor hereby covenants and agrees as follows:

1. To be now lawfully seized of the fee simple title to the Mortgaged Property; to have good right to sell and convey the same; and that the same is free from all encumbrances except for easement and restrictions of record and a Mortgage to Fidelity Bank.
2. To cause to be paid when due all payments provided for in the Note secured by this Mortgage.
3. To pay when due all taxes, liens, judgments, water rents or assessments which may be lawfully assessed or levied against the Mortgaged Property.
4. To insure and keep insured buildings and other improvements now on, or

which may hereafter be placed on the Mortgaged Property against loss or damage by fire, tornado or other casualty, with companies and in amounts satisfactory to the Mortgagee, but in no event less than the indebtedness owed on the Note. Any policy or policies evidencing such insurance and loss thereunder shall be payable to Mortgagee, as loss payee and loss mortgagee. Such right to insurance proceeds shall constitute collateral and additional security for the payment of all indebtedness, interest and sums secured hereby.

5. Not to permit, either willfully or by neglect, any unreasonable depreciation in the value of the Mortgaged Property or the buildings and improvements situated thereon, but to keep the same in good repair at all times; not to demolish or remove or permit to be demolished or removed from the Mortgaged Property any buildings or improvements situated thereon and not to commit or suffer waste to be committed upon the premises.

6. To reimburse Mortgagee for all costs and expenses incurred in any suit to foreclose this mortgage, or in any suit which Mortgagee may be obliged to defend or in which Mortgagee is obliged to protect Mortgagee's rights or lien acquired hereunder, including all abstract fees, court costs, attorneys' fees, and other expenses; and such sums shall be secured hereby and included in any decree of foreclosure.

7. At any time, upon request, to execute, acknowledge, and deliver all such additional papers and instruments, and do or cause to be done all such acts and things that may be proper or reasonably necessary for effectively carrying out the intent hereof.

8. In the event the Mortgagor fails to pay when due any taxes, liens, judgments, or assessments lawfully assessed against the Mortgaged Property or fails to maintain insurance as provided, Mortgagee (after notice to Mortgagor) may make such payments or provide such insurance, and the amount or amounts paid therefore shall become a part of the indebtedness secured hereby and bear interest from the date of payment at the rate of six percent (6%) per annum.

9. Mortgagor hereby transfers, sets over and assigns, as security, all rents that may from time to time become due and payable under any leases of any kind now existing or that may hereafter come into existence, covering the Mortgaged Property, or any portion thereof, and said Mortgagor agrees to execute, acknowledge and deliver to mortgagee such deeds or other instruments that Mortgagee may now or hereafter require in order to facilitate payment to her of said rents; provided, however, Mortgagor may receive and retain all rents so long as there is no default of payment on the note. Following any payment default on the Note, all such sums so received by the Mortgagee shall be applied:

- (i) First to the payment of all obligations owed on the Note secured

by this Mortgage and to the reimbursement of the Mortgagee for any sums advances in payment of taxes, insurance premiums, assessments, or any of said purposes, or for other purposes, as herein provided, together with the interest due thereon; and

(ii) The balance, if any, upon the principal remaining unpaid.

The Mortgagee may, at the Mortgagee's option, turn over and deliver to the then owner of the Mortgaged Property, either in whole or in part, any or all such sums, without prejudice to any of their rights under this Mortgage. The transfer and conveyance hereunder to the Mortgagee of said rents shall be construed to be a provision for the payment or reduction of the mortgage debt, subject to the Mortgagee's option as herein above provided, independent of the mortgage lien on the Mortgaged Property. Upon payment in full of the mortgage debt and the release of the Mortgage of record, this conveyances shall become inoperative and of no further force and effect.

10. In the event of foreclosure of this Mortgage, the Mortgagee shall be entitled to have a receiver appointed by the court to take possession and control of the Mortgaged Property. The receiver shall collect the rents, issues and profits thereof; and the amount so collected by the receiver shall be applied under the direction of the court to the payment of any judgment rendered or amount found due under this Mortgage.

11. In the event Mortgagor fails to timely cure any fault with respect to any covenants contained in the Mortgage or in the Note, then, at the option of the Mortgagee, the indebtedness secured by this Mortgage shall become due and payable. This Mortgage shall then become subject to foreclosure; provided, however, the Mortgagee may at Mortgagee's option and without notice annul any such acceleration but no such annulment shall constitute a waiver of any subsequent breach of the covenants and conditions hereof.

12. No requirement, covenant or provision of this Mortgage may be waived at any time except in writing, and no waiver shall be operative upon any occasion in the future. All rights and remedies contained in the Mortgage are intended to be cumulative and not in substitution for any right or remedy otherwise available.

13. In the event of the foreclosure of this Mortgage, the Mortgagor agrees that any redemption period shall not exceed four (4) months.

14. If any clause or provision of this Mortgage is illegal, invalid or unenforceable under any present or future law, the remainder of this Mortgage will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such

provision as is possible and to be legal, valid and enforceable.

15. The covenants and agreements contained in this agreement shall extend to and be binding upon the heirs, successors, personal representatives and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Mortgagor has hereunto set his hand the day and year first above written.

Estate of Margaret Sandlin, deceased

By *Andrew Sandlin*
Andrew Sandlin, Administrator C.T.A.

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 30th day of July, 2010,
by Andrew Sandlin, as Administrator C.T.A. of the Estate of Margaret Sandlin.

My Appointment Expires:

Shelly M. Mantz
Notary Public

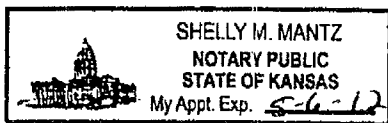


EXHIBIT "A"

Mortgaged Property

Parcel 1: The South 10 feet of the East 175.37 feet of the North Half of Lot 3, Block 3, College Hill Addition to Wichita, Sedgwick County, Kansas; Parcel 2: Lot 1, Conner Additional to Wichita Sedgwick County, Kansas, otherwise commonly known as 151 N. Roosevelt, Wichita, Kansas.