From:	Sheedy, Kathryn (USAKS)
To:	Rabe, Michelle (USAKS)
Subject:	Fwd: Security 1st Title Delivery (3103 N. Governeour St.)(Buyer: BOHANNON)(Your 400223107196139)(Our 3049465)
Date:	Wednesday, November 22, 2023 11:09:20 AM
Attachments:	23.08.28 Contract for Purchase of Property and Redemption Rights.pdf 23.08.28 Required Disclosure.pdf QCD-1.pdf Real Estate Contract.pdf 23.08.28 Assignmemt of Redemption.pdf 3049465_ALTA_Settlement_Statement_-_Seller.pdf

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From: Ted Knopp <tknopp@knopplaw.com>
Sent: Wednesday, November 22, 2023 10:49:39 AM
To: Sheedy, Kathryn (USAKS) <KSheedy@usa.doj.gov>
Subject: [EXTERNAL] Security 1st Title Delivery (3103 N. Governeour St.)(Buyer: BOHANNON)(Your 400223107196139)(Our 3049465)

Ms. Sheedy,

Attached are the second installment of information for the Capps redemption.

Mr. Capps sold his redemption rights to Duaglo LLC, a Kansas limited liability company in exchange for the right to repurchase the property by the end of this month.

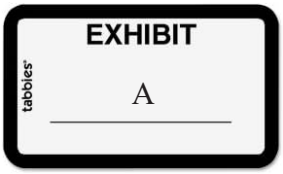
Duaglos redeemed by paying $155,027.04 to the lender and is entitled to equitable subrogation to the position of the Lender.

Also attached is a settlement statement. It INCORRECTLY shows Duaglo as the Seller. It should show Michael Capps (or his adult son Chaz) as the seller, with a payoff to Duaglo of $167,708.59.

I would note that Chaz Capps has been in charge of the remodeling and make-ready of the property and has mechanic's lien rights in the property for the improvements made.

If one of the Capps is the seller—either Michael or Chaz—the amount due Seller (based on the pro forma settlement stmt) is:

Sales price	$253,500.00
Debits to Sales Price (excluding Federal Tax lien)	$26,252.75
Purchase Price to Duaglo LLC	$167,708.59
Est'd Net to Seller	$ 59,538.66



Please note that Michael Capps and Chaz both have been living in the home as a homestead throughout this period.

Finally, It appears that the interest of the USA is a judicial lien, not a statutory lien, and that the judicial lien of the USA recognizes the homestead exemption. Please tell me where I am wrong. I will take it up with Security Title whether this closing may take place with a homestead affidavit.

Ted E Knopp
Knopp Law Group P.A.
f/k/a Ted E Knopp, Chartered
310 W Central Ave, Suite 203
Wichita, KS 67202-1004
316.265.5882 (voice)
316.265.5892 (fax)
tknopp@knopplaw.com

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