

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
Chicago Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.


COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, CHICAGO TITLE INSURANCE COMPANY, a Missouri Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:




Randy Quirk, President

Attest:



Marjorie Nemzura, Secretary

Issuing Agent: Security 1st Title

 Security 1st Title

Jacqua M. Askren
(785) 243-3545 (Work)

jaskren@security1st.com

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Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title	Buyer:	Purchaser with contractual right under purchase agreement with the Vested owner identified at Item 4
Issuing Office:	213 W. 6th Street Suite B Concordia, KS 66901	Title Contact:	Jacqua M. Askren (785) 243-3545 (Work) jaskren@security1st.com
ALTA Universal ID:	0001150		
Loan ID Number:			
Commitment No.:	<u>KS-C3058370-4</u>		
Property Address:	0 N. 165th Rd. Concordia, KS 66901		

SCHEDULE A

1. Commitment Date:

01/29/2024 at 7:00 AM

2. Policy to be issued:

ALTA Homeowner's Policy 2021

Proposed Insured: Purchaser with contractual right under purchase agreement with the Vested owner identified at Item 4
The estate or interest to be insured: Fee Simple

\$0.00

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Amie Y. Doyen and Diane D. Johnson, Trustees, of the Peggy L. Doyen Trust

5. The Land is described as follows:

Property description set forth in Exhibit A attached hereto and made a part hereof.

Security 1st Title, LLC

By:





Commitment No.: KS-C3058370-4

Exhibit A

A tract of land located in South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 11, Township 6 South, Range 3 West of the 6th Principal Meridian in Cloud County, Kansas, more fully described as follows: COMMENCING at the Southwest corner of said Northeast Quarter; thence on an assumed bearing of N 89°09'59" East along the South line of said Northeast Quarter a distance of 1463.80 feet to the Point of Beginning; thence N 43°45'50" West a distance of 229.73 feet; thence N 24°45'04" West a distance of 245.77 feet; thence N 70°13'44" West a distance of 212.66 feet; thence N 35°58'36" West a distance of 287.68 feet; thence N 06°56'18" East a distance of 192.56 feet; thence N 75°40'29" East a distance of 150.05 feet; thence N 29°56'48" East a distance of 164.10 feet; thence N 04°19'30" West a distance of 252.35 feet to a point on the North line of said South Half of the Northeast Quarter; thence N 89°12'53" East along said North line a distance of 912.11 feet to the West right of way line of the Atchison, Topeka and Santa Fe Railroad; thence S 23°45'09" East along said West right of way line a distance of 131.07 feet; thence along said West right of way line on a curve to the left with a radius of 1959.95 feet; a chord length of 479.11 feet; a chord bearing of S 28°13'44" East and an arc length of 480.31 feet; thence S 38°23'54" East along said West right of way line a distance of 631.55 feet to a point on the East line of said Northeast Quarter; thence S 00°38'55" East along said East line a distance of 273.74 feet to the Southeast corner of said Northeast Quarter; thence S 89°09'59" W along said South line a distance of 1187.54 feet to the Point of Beginning; Said tract contains 38.55 acres, more or less and is subject to easements, reservations and restrictions of record.

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SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

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 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, and recorded in the Public Records.
5. **Payment of taxes for the year 2023, in the amount of \$732.04, first half paid; second half due and payable on or before May 10, 2024.**

6. **The subject property is an interior tract and does not abut a public road. We require that access to a public road be established of record in a manner acceptable to the Company. Upon receipt of information regarding any existing or proposed means of access, we reserve the right to amend this commitment to make such additional requirement as we deem necessary. In the event access to a public road is not established of record in a manner acceptable to the Company, the following exception will appear in our policy (ies) when issued:**

“Liability for loss or damage sustained due to lack of access to or from a public road.”

7. **Access to court records is currently not available. We require the owner to provide a proper owner's affidavit stating no court action in CLOUD County, Kansas exists wherein the owner is subject to (or may become subject to) a judgement lien which may attach to the Land. We further require a proper indemnity signed by the affiant owner(s). If we are to issue a loan policy on a non-purchase money mortgage, we must also be provided with a proper indemnity from the purchaser(s). Absence of which will result in the following exceptions to appear on any policy to be issued:**

Owner's Policy: 'Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the District Court of CLOUD County, Kansas including, but not limited to, (i) an inability to search the Public Records, or (ii) any delay in recordation or filing of documents affecting title to the Land in the Public Records.'

Loan policy: 'Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the District Court of CLOUD County, Kansas including, but not limited to, (i) an inability to search the Public Records, or (ii) any delay in recordation or filing of documents affecting title to the Land and/or the priority of the lien of the Insured Mortgage in the Public Records.'

8. **Furnish for our approval a Certification of Trust that is given pursuant to KSA 58a-1013 of the Kansas Uniform Trust Code, which may be executed by any of the current trustees of the Peggy L. Doyen Trust.**

In the alternative, we may be provided with said Trust together with all amendments thereto. We reserve the right to make additional requirements we deem necessary.

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9. **File a Trustee's Deed from Amie Y. Doyen and Diane D. Johnson, Trustees, of the Peggy L. Doyen Trust to Purchaser with contractual right under purchase agreement with the Vested owner identified at Item 4.**

NOTE: Said instrument must make reference to the terms and provisions of the Trust Agreement; be made pursuant to the powers conferred by said Agreement; state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked, and finally.

10. Recording 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: 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.

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

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 encumbrance, violation, variation, or adverse circumstance, boundary lines overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
5. Any lien or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. **General taxes and special assessments for the fiscal year 2023 in the original amount of \$732.04.**

First Installment: \$366.02, paid

Second Installment: \$366.02, due but not yet delinquent

Property I.D. # 081-11-0-00-00-007.01-0

PIN # LI0269A1

8. **Liability, if any, for loss or damage occasioned by the lack of access to and from the premises in question.**
9. **Rights or claims of parties in possession not shown by the public records.**

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