



*First American Title*™

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

# Commitment

### COMMITMENT FOR TITLE INSURANCE

Issued By

**FIRST AMERICAN 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 EXTRACONTRACTUAL 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, **First American Title Insurance Company**, a Nebraska 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 Policy Amount 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.

#### **First American Title Insurance Company**

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

#### COMMITMENT CONDITIONS

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions.*

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## 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

## 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

## 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

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- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

Arbitration provision intentionally removed.

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*First American Title*™

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

# Schedule A

Gail L. Miller Agency, PO Box 344, 208 N Commercial, Mankato, KS 66956  
785-378-3128 (phone) 785-378-3543 (fax)  
miller@nckcn.com

### Transaction Identification Data for reference only:

Issuing Agent: Gail L. Miller

Issuing Office's ALTA® Registry ID: 1044900

Commitment No.: #19-\_\_\_\_

Property Address:

Revision No.:

Issuing Office: Gail L Miller Agency

Loan ID No.

Issuing Office File No.:

### SCHEDULE A

1. Commitment Date: October 15, 2019, at 7:00 A.M.
2. Policy to be issued:
  - (a) ☒ ALTA® Owners Policy  
Proposed Insured: **To be determined**  
Proposed Policy Amount: \$ **To be determined**
  - (b) ☐ ALTA® Loan Policy  
Proposed Insured:  
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is fee simple.
4. The Title is, at the Commitment Date, vested in: Almena State Bank
5. The Land is described as follows:

Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4); West Half of the Northeast Quarter (W1/2 NE1/4); Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4); West Half of the Southeast Quarter (W1/2 SE1/4); and Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4); all in Section Thirty-two (32), Township Three (3) South, Range Ten (10) West of the 6<sup>th</sup> P.M., Jewell County, Kansas

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**First American Title™**

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

## Schedule BI & BII

Gail L. Miller Agency, PO Box 344, 208 N Commercial, Mankato, KS 66956  
785-378-3128 (phone) 785-378-3543 (fax) miller@nckcn.com

Commitment No.: #19-\_\_\_\_\_

### 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, delivered, and recorded in the Public Records.
5. Reserve the right to make requirements after the Buyer/Buyers is/are determined at the auction on October 29, 2019.

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b> ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII (Cont.)</b>	Gail L. Miller Agency, PO Box 344, 208 N Commercial, Mankato, KS 66956 785-378-3128 (phone) 785-378-3543 (fax) miller@nckcn.com

Commitment No.: #19-\_\_\_\_\_

## SCHEDULE B, PART II

### Exceptions (Continued)

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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 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.
7. The lien of the General Taxes for the year 2019, and thereafter.
8. Any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions, or restrictions violate Title 42, Section 3604 (c), of the United States Codes or any State Statute or Local Ordinance are hereby deleted.
9. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

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10. Subject to the covenants, conditions, easements, limitations, conveyances, restrictions, and reservations as set forth in a Dedication Deed for Public Road, filed December 28, 1987, and recorded in Book 124, page 529.

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DEDICATION DEED FOR PUBLIC ROAD

124-529

In consideration of one dollar and other valuable consideration, the receipt of which is hereby acknowledged, we the undersigned real estate owners do grant, bargain and convey to Jewell County, Kansas and dedicate to the use and benefit of said County, and all municipal divisions thereof for road purposes, forever, the following described real estate in said County, to wit:

A tract of land in the northeast quarter of Section 32, Township 3 South, Range 10 West of the 6th P.M., Jewell County, Kansas described as follows:

BEGINNING at a point on the east line of the northwest quarter of said Section 32, said point being 1200.00 feet north of the southeast corner of said northeast quarter; thence west 30 feet; thence northwesterly, 300.17 feet to a point being 1500.00 feet north and 40.00 feet west of the southeast corner of said northeast quarter; thence west, 15.00 feet; thence north, parallel to the east line of said northeast quarter, 150.00 feet; thence northeasterly, 150.75 feet to a point being 1800.00 feet north and 40.00 feet west of the southeast corner of said northeast quarter; thence east, 40.00 feet to the east line of said northeast quarter; thence south, along the east line of said northeast quarter, 600.00 feet to the point of beginning, said tract containing 0.172 acre of land, more or less, excluding the existing road right of way.

To hold the same for as long as it is used for road purposes, then to revert to the heirs, devisees or assigns of the respective parties.

In Witness Whereof we have set our hands this 14th day of December

1987.

B. Vaughn Sink  
B. Vaughn Sink

Paul Herrington  
Paul Herrington

Patricia Sink  
Patricia Sink

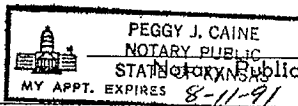
Norma K. Herrington  
Norma K. Herrington

STATE OF KANSAS, County of

SS

Be It Remembered, that on this 14th day of December, 1987, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came V. Vaughn Sink and Patricia Sink, husband and wife, Who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.



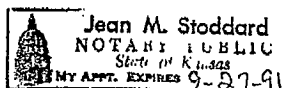
Peggy J. Caine

STATE OF KANSAS, County of

SS

Be It Remembered, that on this 17th day of December, 1987, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Paul Herrington and Norma K. Herrington, husband and wife, Who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by seal the day and year last above written.



Jean M. Stoddard  
Notary Public

STATE OF KANSAS, Jewell County, SS  
This instrument was filed for record on December 28, 1987 at 2:00 o'clock P.M. and recorded in Book 134 of Records Page 529  
Mary L. Powell  
Register of Deeds

Deputy