



CHICAGO TITLE INSURANCE COMPANY

**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 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.

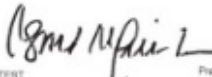

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida 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 180 Days after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

By:


ATTEST President
 Secretary

Issuing Agent: Security 1st Title



Security 1st Title

Nikki Lewis
(620) 795-4511 (Work)
nlewis@security1st.com

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title	Buyer:	A legal entity, to be determined
Issuing Office:	406 Commercial Street Oswego, KS 67356	Title Contact:	Nikki Lewis (620) 795-4511 (Work) nlewis@security1st.com
ALTA Universal ID:	1213031		
Commitment No.:	KS-R3012851		
Property Address:	15098 Saline Rd./0 Saline Rd./0Saline Rd. Oswego, KS 67356		

SCHEDULE A

1. Commitment Date:

01/06/2023 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 06-17-06

Proposed Policy Amount: \$1,000.00

Proposed Insured: **A legal entity, to be determined**

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:

Roger Corbett

5. The Land is described as follows:

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

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.

Commitment No.: KS-R3012851

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 property authorized, executed, and recorded in the Public Records.
5. **File a Warranty Deed from Roger Corbett, showing marital status and joined by spouse, if any, to A legal entity, to be determined.**
6. **We reserve the right to make additional requirements.**

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.

Commitment No.: KS-R3012851

SCHEDULE B, PART II
Exceptions

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. **Tract 1: General taxes and special assessments for the year 2022 in the amount of \$830.52, ALL PAID.**

Property ID # 0500973500000002000 (R8964)

8. **Tract 1: General taxes and special assessments for the year 2022 in the amount of \$238.82, ALL PAID.**

Property ID # 0500972603003004000 (R8933)

9. **Tract 2: General taxes and special assessments for the year 2022 in the amount of \$557.70, ALL PAID.**

Property ID # 0500973500000002010 (R8965)

10. **GRANT OF RIGHT OF WAY dated October 15, 1958 and filed February 13, 1959 in Book 2 of Misc. at Page 68 to the Kansas Power and Light Company with rights of ingress and egress. (Tracts 1 & 2)**
11. **RIGHT OF WAY EASEMENT dated January 16, 1963 and filed July 9, 1963 in Book 8 of Misc. at Page 172 to Kansas Gas and Electric Company with rights of ingress and egress. (SE/4 SW/4 26-32-20)**
12. **RIGHT OF WAY EASEMENT dated March 14, 1987 and filed October 23, 1987 in Book 63 of Misc. at Page 72 to R.W.D. #5 with rights of ingress and egress. (Tracts 1 & 2)**

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.

The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charge for same shall have been paid.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





COMMITMENT CONDITIONS

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; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

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.

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.

- (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.
- (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.

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.



Commitment No.: KS-R3012851

Exhibit A

Tract 1: A tract of land located in all of the Southeast Quarter of the Southwest Quarter of Section 26 and a portion of the Northeast Quarter of the Northwest Quarter of Section 35, all in Township 32 South, Range 20 East of the 6th P.M., Labette County, Kansas being more particularly described as follows:

Beginning at the Northeast corner of the Southeast Quarter of the Southwest Quarter of said Section 26; thence South $01^{\circ}41'18''$ East, along the East line of said Southeast Quarter of the Southwest Quarter a distance of 1383.53 feet to the Southeast corner thereof; thence South $02^{\circ}00'29''$ East, along the East line of the Northeast Quarter of the Northwest Quarter of Section 35, a distance of 653.08 feet; thence South $87^{\circ}33'43''$ West, a distance of 1315.17 feet to the West line of the Northeast Quarter of the Northwest Quarter; thence North $01^{\circ}56'20''$ West, along said West line, a distance of 653.08 feet to the Northwest corner thereof; thence North $02^{\circ}02'00''$ West, along the West line of the Southeast Quarter of the Southwest Quarter of Section 26, a distance of 1374.22 feet to the Northwest corner thereof; thence North $87^{\circ}09'44''$ East, along the North line of said Southeast Quarter of the Southwest Quarter, a distance of 1322.81 feet to the point of beginning.

Tract 2: A tract of land located in a portion of the East Half of the Northwest Quarter of Section 35, Township 32 South, Range 20 East of the 6th P.M. Labette County, Kansas being more particularly described as follows:

Commencing at the Northeast corner of the East Half of the Northwest Quarter of Section 35; thence South $02^{\circ}00'29''$ East, along said East of said East Half of the Northwest Quarter, a distance of 653.08 feet to the Point of Beginning; thence continuing South $02^{\circ}00'29''$ East, along said East line, a distance of 2031.77 feet to the Southeast corner of the East Half of the Northwest Quarter; thence South $87^{\circ}25'29''$ West, along the South line of said East Half of the Northwest Quarter, a distance of 1317.65 feet to the Southwest corner thereof; thence North $01^{\circ}56'20''$ West, along the West line of the East Half of the Northwest Quarter, a distance of 2034.94 feet to a point that is 653.08 feet South of the Northwest corner of the East Half of the Northwest Quarter; thence North $87^{\circ}33'43''$ East, a distance of 1315.17 feet to the point of beginning.

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.