# 80+- Acres in Reno County

#### **Information Packet**

80+- Acres in the

 $W\frac{1}{2}$  of the SE $\frac{1}{4}$  of 4-26-07W

# RESULTS REALTY RESULTS LAND CO

**Limited Liability Company** 

620-465-3499

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# RESULTS REALTY RESULTS LAND CO

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620-465-3499

#### TRACT INFORMATION

Parcel: 80± Acres in the W½ of the SE¼ of S4, T26, R07W in Reno County, KS

FSA BASES & YIELDS: See Enclosed

**SOIL TYPE**: Web Soil Survey Enclosed

# RESULTS REALTY RESULTS LAND CO

Limited Liability Company

620-465-3499

**AGENCY:** The Broker is acting as agent for the Seller only. In the event of any dispute after the sale, Results Realty auction/Realty's record of final sale shall be conclusive. All information and materials provided by Broker is subject to inspection by all appropriate parties and the Broker assumes no liability for its accuracy, errors, or omissions nor its agents, the Seller or its agents. **Prospective bidders should independently verify any information being materially relied upon in making a purchasing decision.** 

**Liquidate damages:** If purchaser chooses not to close within the stated time herein and no written extension has been granted by the Seller, the Purchaser will forfeit all of the deposit. If such action occurs, Results Realty hereby has the right to disperse the deposit as stated i6n the listing agreement and the purchaser, has no claims to such money or property being sold. Liquidated damages are to cover cost of auction, cost incurred by seller, labor cost, and additional cost of auction as not defined in this agreement. These liquidated damages do not restrict the seller from suing the purchaser for performance damages and/or any additional damages the seller suffers by the default of the purchaser.

**BUYER'S NOTE:** Individual purchases are to be considered as singular transaction not contingent in the sale of the other properties or tracts. Results Realty reserves the right to offer the property in individual tracts, combination of tracts, as a whole or in anyway that we see fit in order for it to bring the most money for the owner. The sale of combinations supersedes the sale of individual tracts. **The decision of the Broker is final. Seller and Results Realty, reserve the right to amend any terms and conditions prior to or during the auction.** 

BIDDER'S DUTY TO INSPECT: All information published, announced, or contained herein was derived from sources believed to be correct; however, it is not guaranteed by the seller, the broker, or any other person or entity. Personal on site inspection of all property by potential bidders is strongly recommended. All sales are subject to the conditions and terms contained herein. The failure of any bidder to inspect, or to fully informed as to the condition of the property, will not constitute grounds for any claim or demand for adjustment or withdrawal of bid, offer or deposit money after its opening tender. This includes but is not limited to public information such as easements, restrictions, zoning, rights-of-way, or any other information that can be obtained as public record in the county courthouse or any municipal office concerning subject properties. Any and all announcements made from the auction stand take precedence over all other verbal, printed, announced, and/or distributed information. Please note that you are bidding to purchase the Property "As is, Where is" with no guarantee or warranty.

Results Realty is the agent of the seller and their fiduciary duties of loyalty and faithfulness are owed to their client (the Seller).

## RESULTS REALTY RESULTS LAND CO

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#### **NOTICE TO BUYER**

The information included herewith is a summary of information available from a number of sources, most of which have not been independently verified. The sources from which the information was gathered are believed to be reliable; however, all information contained within this package is subject to verification by all parties relying on it. No representations or warranties, expressed or implied, as to the accuracy or completeness of the information in this and other advertising materials shall be deemed made, and no legal commitment or obligation shall arise, by reason of this package or its contents.

This summary has been provided for the use of prospective bidders. Buyer must rely on his/her own information, inspection, review of public records and own determination to bid, consulting whatever advisors he/she may feel appropriate.

The property described is being sold in "AS-IS, WHERE-IS, WITH ALL FAULTS" condition. Neither Results Realty, Results Land Co., the seller, not their respective agents make any express or implied warranties of any kind. This listing may be withdrawn and/or modified without notice at any time.

Results Land Co. are Kansas Licensed Real Estate Brokers acting as agents of the Seller.

### RESULTS REALTY RESULTS LAND CO

**Limited Liability Company** 

620-465-3499

#### TERMS AND CONDITIONS OF SALE

**ORDER OF SALE**: Final order of sale to be provided prior to the sale.

**RESTRICTIONS**: Subject only to (1) all City, County, and state laws, ordinances and regulations and (2) any easements, encumbrances and restrictions applicable to the Property. Seller is placing no restrictions on the property.

**UTILITIES**: Results Realty/Results Land Co, nor the seller, guarantees the availability of utilities, public or private. This consists of but is not limited to: wells, septic tanks, access to public utilities or any hook up fees therewith. Confirmation of utility availability is the bidder's sole responsibility.

**TAXES**: Seller shall pay taxes prorated to date of closing and all prior years. Purchaser shall pay taxes prorated after closing. Tax amount TBD.

POSSESSION: At Closing.

SURVEY: See enclosed.

TITLE/CLOSING COSTS: Seller and Purchaser shall share equally in the cost of title insurance and escrow closing.

PROPERTY SOLD "AS IS, WHERE IS, WITH ALL FAULTS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND: The real property shall be sold subject to conditions, restrictions, right-of-way easements, and reservations, if any, of record, filed and unfiled mechanic's liens, if any, and all other matters of record taking priority, subject to the rights; if any, of tenants-in-possession, and further subject to all conditions announced at the sale; and confirmation of the seller. Announcements made day of auction take precedence over previously printed material and oral statements.

**CLOSING:** Buyer must close on the sale of property within 30 days of signed contract. TIME IS OF THE ESSENCE: The entire purchase price must be paid by cashier's or certified check or wired funds at closing. No purchase is contingent on financing. Buyer is entitled to a deed for property upon full payment. Buyers should have all tests and inspections completed prior to the date that the sealed bids are due. Only the Contract for Sale of Real Estate shall set forth Seller's obligations to the successful Bidder.

**ADDITION OR WITHDRAWAL FROM SALE; CONDITION OF SALE:** Property selling subject to motivated seller's confirmation. The Broker reserves the right to cancel the auction up to the time prior to the final due date of bidding. If a subsequent survey by the purchaser shows a greater or lesser number of acres or square footage this will not affect the purchase or purchase price.

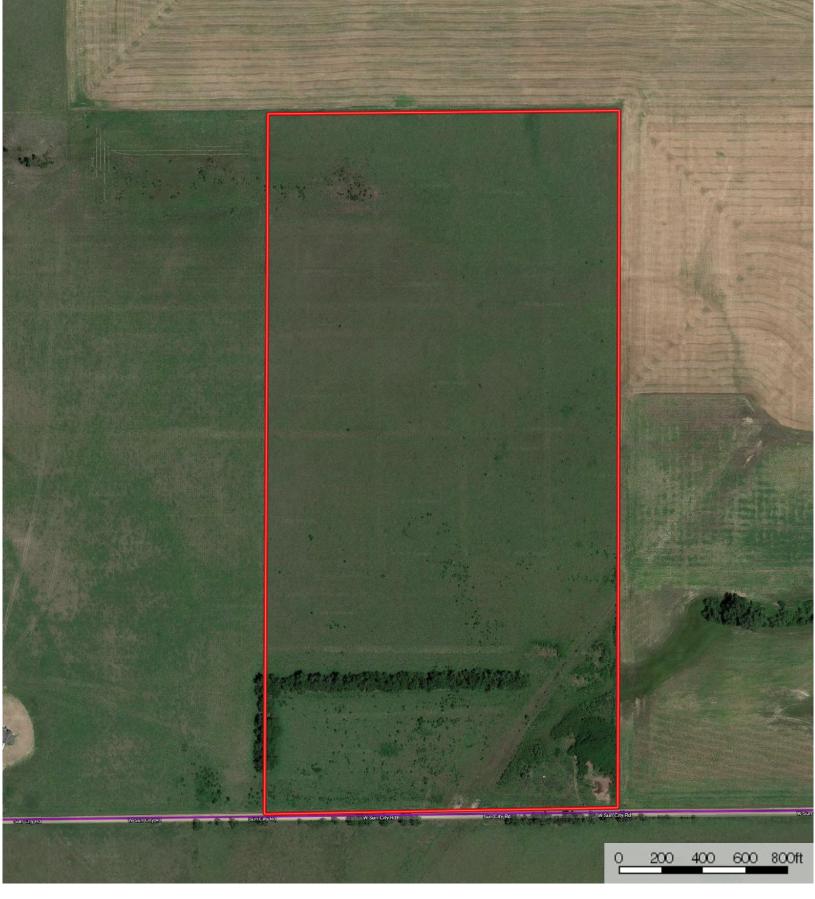
## RESULTS REALTY RESULTS LAND CO

Limited Liability Company

620-465-3499

Scott Tajchman Reno County, Kansas, 80 AC +/-







### National Flood Hazard Layer FIRMette

250

500

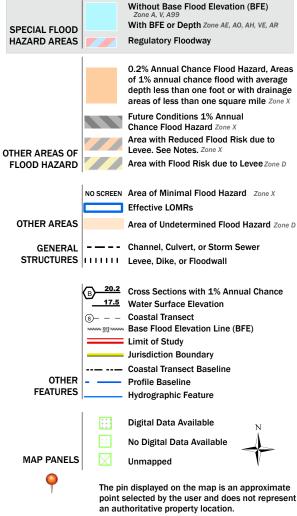
1,000

1.500



#### Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/4/2020 at 1:21 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



2,000



#### MAP LEGEND

#### Area of Interest (AOI)

Area of Interest (AOI)

#### Soils

Soil Map Unit Polygons



Soil Map Unit Lines



Soil Map Unit Points

#### **Special Point Features**

Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



**Gravelly Spot** 



Landfill



Lava Flow Marsh or swamp





Mine or Quarry Miscellaneous Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot

Spoil Area



Stony Spot



Very Stony Spot



Wet Spot Other



Special Line Features

#### Water Features

Streams and Canals

#### Transportation



Rails



Interstate Highways



**US Routes** 



Major Roads



Local Roads

#### Background



Aerial Photography

#### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24.000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Reno County, Kansas Survey Area Data: Version 17, Jun 10, 2020

Soil map units are labeled (as space allows) for map scales 1:50.000 or larger.

Date(s) aerial images were photographed: Sep 11, 2011—Nov 14. 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Soil Map—Reno County, Kansas Scott Tajchman

### **Map Unit Legend**

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI	
5858	Albion-Shellabarger sandy loams, 1 to 3 percent slopes	1.2	1.5%	
5956	Shellabarger sandy loam, 1 to 3 percent slopes	82.0	98.5%	
Totals for Area of Interest		83.3	100.0%	



#### MAP LEGEND

#### Area of Interest (AOI) Area of Interest (AOI) Soils Soil Rating Polygons Capability Class - I Capability Class - II Capability Class - III Capability Class - IV Capability Class - V Capability Class - VI Capability Class - VII Capability Class - VIII Not rated or not available Soil Rating Lines Capability Class - I Capability Class - II

Capability Class - IV

Capability Class - V

Capability Class - VI

Capability Class - VII

Capability Class - VIII

Capability Class - I
Capability Class - II

**Soil Rating Points** 

Not rated or not available

- - Capability Class III
  - Capability Class IV
  - Capability Class V
  - Capability Class VI
  - Capability Class VII
  - Capability Class VIII
  - Not rated or not available

#### **Water Features**

Streams and Canals

#### Transportation

+++ Rails

Interstate Highways

 $\sim$ 

US Routes

 $\sim$ 

Background

Major Roads

Local Roads

Capability Class - III

Aerial Photography

#### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24.000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

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Date(s) aerial images were photographed: Sep 11, 2011—Nov 14, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

### **Nonirrigated Capability Class**

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
5858	Albion-Shellabarger sandy loams, 1 to 3 percent slopes	3	1.2	1.5%
5956	Shellabarger sandy loam, 1 to 3 percent slopes	2	82.0	98.5%
Totals for Area of Inter	est	-	83.3	100.0%

#### **Description**

Land capability classification shows, in a general way, the suitability of soils for most kinds of field crops. Crops that require special management are excluded. The soils are grouped according to their limitations for field crops, the risk of damage if they are used for crops, and the way they respond to management. The criteria used in grouping the soils do not include major and generally expensive landforming that would change slope, depth, or other characteristics of the soils, nor do they include possible but unlikely major reclamation projects. Capability classification is not a substitute for interpretations that show suitability and limitations of groups of soils for rangeland, for woodland, or for engineering purposes.

In the capability system, soils are generally grouped at three levels-capability class, subclass, and unit. Only class and subclass are included in this data set.

Capability classes, the broadest groups, are designated by the numbers 1 through 8. The numbers indicate progressively greater limitations and narrower choices for practical use. The classes are defined as follows:

Class 1 soils have few limitations that restrict their use.

Class 2 soils have moderate limitations that reduce the choice of plants or that require moderate conservation practices.

Class 3 soils have severe limitations that reduce the choice of plants or that require special conservation practices, or both.

Class 4 soils have very severe limitations that reduce the choice of plants or that require very careful management, or both.

Class 5 soils are subject to little or no erosion but have other limitations, impractical to remove, that restrict their use mainly to pasture, rangeland, forestland, or wildlife habitat.

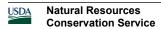
Class 6 soils have severe limitations that make them generally unsuitable for cultivation and that restrict their use mainly to pasture, rangeland, forestland, or wildlife habitat.

Class 7 soils have very severe limitations that make them unsuitable for cultivation and that restrict their use mainly to grazing, forestland, or wildlife habitat.

Class 8 soils and miscellaneous areas have limitations that preclude commercial plant production and that restrict their use to recreational purposes, wildlife habitat, watershed, or esthetic purposes.

#### Rating Options

Aggregation Method: Dominant Condition
Component Percent Cutoff: None Specified



Tie-break Rule: Higher



#### **Summary**

Tax ID TAJC00016 Tax Year 2019

Name TAJCHMAN, DANIELL Property Address 00000 W SUN CITY

**Sec-Twp-Rng** 4--26-07

Description Parcel ID/Cama

3220400000005000

Parcel Classes RL Tax Unit 317

Mill Tax Assessed Αd Special Total Total Year Valuation Valorem Assessments Paid Dlq Levv Tax 2019 \$0 0.000 \$0.00 \$0.00 \$1,196.74 \$1,196.74 Ν 2019 \$0 0.000 \$0.00 \$0.00 \$3.98 \$3.98 Ν \$0 2018 0.000 \$0.00 \$0.00 \$3.98 \$3.98 \$0 \$1,199.10 2018 0.000 \$0.00 \$0.00 \$1,199.10 2017 \$0 0.000 \$0.00 \$0.00 \$1,153.44 \$1,153.44 Ν \$0 2017 0.000 \$0.00 \$0.00 \$3.98 \$3.98 Ν \$0 \$1,033.52 \$1,033.52 2016 0.000 \$0.00 \$0.00 Ν \$0 Ν 2016 0.000 \$0.00 \$0.00 \$3.98 \$3.98 2015 \$0 \$934.90 \$934.90 Ν 0.000 \$0.00 \$0.00 2015 \$0 0.000 \$0.00 \$0.00 \$7.98 \$7.98 Ν 2014 \$0 \$0.00 \$0.00 \$799.50 \$799.50 Ν 2014 \$0 \$0.00 \$7.98 Ν 0.000 \$0.00 \$7.98 2013 \$0 \$0.00 \$0.00 \$747.52 \$747.52 Ν 0.000 2013 \$0 0.000 \$0.00 \$0.00 \$7.98 \$7.98 Ν 2012 \$0 0.000 \$0.00 \$0.00 \$1,323.18 \$1,323.18 Ν 2012 \$0 0.000 \$0.00 \$0.00 \$7.98 \$7.98 Ν 2011 \$0 0.000 \$0.00 \$0.00 \$1,251.78 \$1,251.78 Ν 2011 \$0 0.000 \$0.00 \$0.00 \$7.98 \$7.98 Ν 2010 \$0 0.000 \$0.00 \$0.00 \$1,246.38 \$1,246.38 Ν 2010 \$0 0.000 \$0.00 \$3.99 \$7.98 \$7.98 Ν 2009 \$0 0.000 \$0.00 \$0.00 \$1,188.82 \$1,188.82 Ν 2009 \$0 0.000 \$0.00 \$3.99 \$7.98 \$7.98 Ν \$1.215.82 2008 \$0 0.000 \$0.00 \$0.00 \$1,215.82 Ν 2008 \$0 0.000 \$0.00 \$3.99 \$7.98 \$7.98 Ν 2007 \$0 0.000 \$0.00 \$0.00 \$1,193.90 \$1,193.90 Ν 2007 \$0 0.000 \$0.00 \$3.99 \$7.98 \$7.98 Ν \$0 \$4.03 \$4.03 2006 0.000 \$0.00 \$2.01 Ν \$1,229.47 \$0 \$1,229,47 2006 0.000 \$0.00 \$0.00 Ν 2005 \$0 \$7.97 Ν 0.000 \$0.00 \$3.98 \$7.97 2005 \$0 \$1,203,47 \$1,203,47 Ν 0.000\$0.00 \$0.00 2004 \$0 0.000\$0.00 \$3.98 \$7.97 \$7.97 Ν 2004 \$0 0.000 \$0.00 \$0.00 \$1.120.63 \$1.120.63 Ν 2003 \$0 0.000 \$0.00 \$1.97 \$3 94 \$3 94 Ν 2003 \$0 \$509.38 \$509.38 0.000 \$0.00 \$0.00 Ν 2002 \$0 \$3.94 \$3.94 Ν 0.000 \$0.00 \$1.97 2002 \$0 0.000 \$0.00 \$0.00 \$473.20 \$473.20 Ν \$0 2001 \$0.00 \$1.97 \$3.94 \$3.94 Ν 0.000 \$0 \$413.00 \$413.00 2001 0.000 \$0.00 \$0.00 Ν 2000 \$0 \$372.22 \$372.22 0.000 \$0.00 \$0.00 Ν 2000 \$0 0.000 \$0.00 \$1.97 \$3.94 \$3.94 Ν 1999 \$0 \$0.00 \$1.95 \$3.90 \$3.90 0.000 Ν 1999 \$0 \$0.00 \$0.00 \$351.32 \$351.32 Ν 0.000 1998 \$0 0.000 \$0.00 \$1.97 \$3.95 \$3.95 Ν 1998 \$0 0.000 \$0.00 \$0.00 \$335.83 \$335.83 Ν 1997 \$0 0.000 \$0.00 \$0.00 \$309.93 \$309.93 Ν

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<u>User Privacy Policy</u>
<u>GDPR Privacy Notice</u>

\$0.00

\$1.97

0.000



Ν

\$3.95

\$0

1997

\$3.95

#### Kansas Secured Title, Inc. - Hutchinson 606 N Main Hutchinson, Kansas 67501

Phone: Fax:

#### **Transaction Information**

The information in this section is provided as a courtesy and is not a part of the commitment.

KST File RN0000239		9 Loan No.	Customer File
		Your Closer is:	
Paul Scofield		620-577-7050	pscofield@kstitle.com
	If KST is	to handle closing and a closer is not liste	ed please contact our office.
		Your Title Officer is	
Derek Moos			dmoos@kstitle.com
Buyer:		er with contractual rights under a purd d at Item 4 below	chase agreement with the vested owner as
	Danielle	M. Tajchman	
Seller:	Darnene		
Seller:	Damene	: <b>,</b>	

<sup>\*\*\*</sup>CALL OUR OFFICE TO VERIFY WIRE INSTRUCTIONS BEFORE YOU WIRE ANY FUNDS\*\*\*

\*\*\*DO NOT RELY ON EMAILED WIRE INSTRUCTIONS FROM ANY SOURCE\*\*\*

#### INFORMATION FROM THE COUNTY TAX RECORDS:

Tax ID

Taxes for 2019:

 General Tax:
 \$1,196.74

 Special Assessments:
 \$3.98

 Total:
 \$1,200.72

2019 taxes are paid in full.

TITLE CHAIN: FOR INFORMATION WE NOTE THE FOLLOWING DEED(S) APPEARING ON THE RECORD:

Trustee's Deed from Gene C. Ryder, aka Gene Ryder and Barbara L. Ryder, aka Barbara Ryder, Trustees of the Gene and Barbara Ryder Family Trust, dated January 30, 2008, to Danielle M. Tajchman, recorded July 26, 2018, in <a href="Book 664">Book 664</a>, <a href="Page 405">Page 405</a>.

No other instrument conveying title to the land appears within the 24 months preceding the date of this commitment. This information is shown to evidence transfers of title within the last 24 months and should not be construed as an abstract or representation of title.

E-RECORDING: OUR COMPANY E-RECORDS IN ALL COUNTIES WHERE THIS SERVICE IS OFFERED. An electronic recording service fee of \$5.00 per document will be assessed at the time of recording.

LOAN POLICY ENDORSEMENTS ALTA 4 Condominium, ALTA 5 P.U.D., ALTA 6, 6.1 or 6.2 Variable Rate, ALTA 8.1 Environmental and ALTA 9 Comprehensive, as applicable, are included at no additional charge. For other endorsements please contact our office.

CLOSING FUNDS, pursuant to KSA 40-1137(c), funds for closing in excess of \$2,500.00 must be in the form of a wire transfer or bank issued check (cashier's, tellers, money order).

RECORDING FEES are generally \$21.00 for the first page and \$17.00 for each additional page of each document. Recording fees for releases and assignments of a single mortgage will be \$20.00 for the first page and \$4.00 for each additional page.

ANY DEED to be recorded must be accompanied by a Kansas Real Estate Sales Validation Questionnaire (original form, in triplicate) unless a valid exemption is stated on the face of the deed pursuant to KSA 17-1437.

REAL ESTATE TAXES are billed on November 1 of the tax year and are due and payable at that time. The first half becomes delinquent on December 20 of the tax year; the second half becomes delinquent on May 10 of the following year.

#### **ALTA Commitment for Title Insurance**



Issued By Old Republic National 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, Old Republic National 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

#### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

By Monroe President
Attest Dourd Wold Socretary

ORT Form 4690 ALTA Commitment for Title Insurance 8-1-16

> This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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#### COMMITMENT FOR TITLE INSURANCE Issued by Old Republic National Title Insurance Company

#### SCHEDULE A

File No: RN0000239	Revision.	Customer File
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1. Commitment Date: September 30, 2020, 12: pm

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy

Premium Amount:

Proposed Insured: Purchaser with contractual rights under a purchase agreement with

the vested owner as identified at Item 4 below

Proposed Policy Amount: \$1,000.00

(b) 2006 ALTA® Loan Policy

Premium Amount:

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:

Danielle M. Tajchman

5. The Land is described as follows:

The West Half of the Southeast Quarter (W 1/2 SE 1/4) of Section Four (4), Township Twenty-six (26) South, Range Seven (7) West of the 6th P.M., Reno County, Kansas. Subject to public Road

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule B, Part II-Exceptions.



#### COMMITMENT FOR TITLE INSURANCE Issued by Old Republic National Title Insurance Company 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. FURNISH executed Owner's Affidavit and Certification as prescribed by the Company.

6.

- 7. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
- 8. The Company requires a copy of the fully executed sales contract setting forth the names of all parties and the sales price of the subject property and this commitment must be updated to show any additional exceptions and/or requirements prior to closing.

#### End of Requirements

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule B, Part II-Exceptions.

MERICAN AND TITLE SSOCIATION

### COMMITMENT FOR TITLE INSURANCE Issued by Old Republic National Title Insurance Company 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:

- 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 circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land or that could be ascertained by and inspection of the Land.
- 5. Any lien or right to a 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 which are not shown as existing liens by the public records.
- 7. General and special taxes for the year 2020 and subsequent years.
- 8. Pipe Line Right of Way Grant to Skelly Oil Company, recorded October 8, 1957, in Book 99, Page 190.
- 9. Grant of Right of Way to The Kansas Power and Light Company, recorded September 23, 1966, in Book 129, Page 303.
- 10. Extension Of The Boundaries Of Equus Beds Groundwater Management District No. 2, recorded January 4, 1989, in Book 219, Page 147.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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11. Resolution No. 89-36, recorded June 29, 1989, in Book 221, Page 207, providing for the construction of improvements with the cost of such improvement to be assessed against the benefit district shown therein. This Resolution may result in the levy of special assessments against the land. End of Exceptions This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part II-Exceptions. Copyright 2006-2020 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. LAND TITLE

#### **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.

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- (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.
- (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

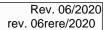
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

#### 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

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.





**FACTS** 

### WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
	The types of personal information we collect and share depend on the product or service you have with us. This information can include:
	I Social Security number and employment information
What?	I Mortgage rates and payments and account balances
	Checking account information and wire transfer instructions
	When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Go to www.oldrepublictitle.com (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy.
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you:  I Give us your contact information or show your driver's license I Show your government-issued ID or provide your mortgage information I Make a wire transfer  We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only:  I Sharing for affiliates' everyday business purposes - information about your creditworthiness I Affiliates from using your information to market to you I Sharing for non-affiliates to market to you  State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
	Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies.
	Old Republic Title does not share with non-affiliates so they can market to you
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you.
	Old Republic Title doesn't jointly market.

American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc	Kansas City Management Group, LLC	L.T. Service Corp.
Lenders Inspection Company	Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Exchange Company	Old Republic National Ancillary Services, Inc.
Old Republic National Commercial Title Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies
Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.
RamQuest Software,	Republic Abstract & Settlement , LLC	Sentry Abstract Company	Surety Title Agency, Inc.	The Title Company of North Carolina

#### Kansas Secured Title, Inc. - Hutchinson/Title Midwest, Inc.

#### PRIVACY POLICY

#### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal and/or financial information. We agree that you have a right to know how we will utilize the personal information you provide us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### **APPLICABILITY**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

#### **TYPES OF INFORMATION**

Depending upon which of our services you are utilizing, the type of nonpublic personal information that we may collect include:

Information we receive from you on applications, forms and in other communications to us, whether in writing, by telephone or any other means; Information about your transactions with us, our affiliated companies, or others; and; Information we receive from a consumer-reporting agent.

#### **USE OF INFORMATION**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insures, property and casualty insurers and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom our affiliated companies have joint marketing agreements.

#### **FORMER CUSTOMERS**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

#### CONFIDENTIALITY AND SECURITY

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.