

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: **Joel A. Porter**

Issuing Office: **Woodson County Title**

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number: **23-365WO**

Issuing Office File Number: **23-365WO**

Property Address: **54 HWY, Yates Center, KS 66783**

Revision Number:

## **SCHEDULE A COMMITMENT 23-365WO**

1. Commitment Date: **September 15, 2023**

2. Policy to be issued:

a. 2021 ALTA® Owner's Policy

Proposed Insured: **T/B/D**

Proposed Amount of Insurance: \$ **T/B/D**

Premium: **T/B/D**

The estate or interest to be insured:

b. 2021 ALTA® Loan Policy

Proposed Insured: **T/B/D**

Proposed Amount of Insurance: **T/B/D**

Premium: **T/B/D**

The estate or interest to be insured:

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: **Tanner Stowell**  
and, as disclosed in the Public Records, has been since **January 25, 2019**.

5. The Land is described as follows:

**All of that part of the Northeast Quarter (NE4) of Section Twenty-six (26), Township Twenty-Five (25) South, Range Fourteen (14) East of the 6th P.M. lying South of U. S. Highway No. 54; LESS right of way of U. S. Highway No. 54.**

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National 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; and Schedule B, Part II—Exceptions.*

ORT Form 4757KS A

Schedule A – ALTA Commitment for Title Insurance 2021 v. 01.00

07/01/2021

# **SCHEDULE B I COMMITMENT 23-365WO**

## **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.
  - a. Warranty Deed covering captioned property to be executed from Tanner Stowell and spouse, if applicable, as grantor, naming T/B/D, grantee. Deed is to be recorded with the Woodson County Register of Deeds
  - b. To be determined if a Mortgage to be executed covering all of the captioned property in the amount of \$T/B/D to secure a loan from, T/B/D as mortgagors, in favor of T/B/D, as mortgagee. Mortgage must be recorded with the Woodson County Register of Deeds.

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**SCHEDULE B II**  
**COMMITMENT**  
**23-365WO**  
**EXCEPTIONS FROM COVERAGE**

Policy Number:

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. **General Taxes for 2022 and subsequent years and special assessments due or payable therewith. Taxes for 2021 AND PRIOR YEARS have been paid. Tax ID#CN00753; Physical address 54 HWY, Yates Center, KS 66783; Taxes for 2022 billed at \$376.85; 2022 taxes a due and payable, along with penalty and interest. 2023 taxes will be prorated according to contract terms.**
3. Rights or Claims of parties in possession not shown by the public records
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey of the premises herein described.
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. Any change in title occurring subsequent to the effective date of this Commitment and prior to the date of issuance of the title policy.
7. Easements or claims of easements not shown by the public records.
8. Easements and rights-of-way for roads, highways and alleys.
9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
10. Any manufactured/mobile home located on the property set out on Schedule A will NOT be insured under this policy unless it is on a permanent foundation and the title is surrendered. If the manufactured/mobile home located on the property set out on Schedule A is to be insured under this policy this office reserves the right to make additional requirements or exception.
11. Unrecorded easements for water and sewer, if any.
12. The title search for title insurance purposes covers bankruptcies that may be filed in the county where the real estate being insured is located and expressly omits bankruptcies filed in the Bankruptcy court and not recorded in the County where the land is located. If a title search for bankruptcies in the Bankruptcy court is required, you should contact the Trustee in Bankruptcy, Wichita, Kansas, and request a search in the names of the predecessors in title to the property. They will be exceptions from coverage.
13. Subject to Right-of-Way-Easement dated March 10, 2004 between Charles W. Sheedy, Executor of the Estate of C.L. Sheedy, Jr., and the City of Toronto, Kansas as a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove a pipe line or pipelines for water running approximately parallel to existing roadway over and across The South Half of the Southwest Quarter of Section 24, Township 25S, Range 14E. This was recorded on March 11, 2005 in Book 86 of Misc. on Page 135 at the Woodson County Register of Deeds.
14. Subject to an Oil and Gas Lease dated April 1, 1982 between The Estate of C. Llewellyn Sheedy Jr., Charles W. Sheedy, Executor and Mecca Petroleum Corp., pursuant to a nominee agreement dated 1-15-82 for the NE¼ less HWY Section 26, Township 25 South, Range 14 East. This was recorded on April 5, 1982 in Book 56 of Misc. at Page 164; Later assigned on July 7, 1983 to Claus Axelsson for one-half of right, title and interest at recorded on July 29, 1983 in Book 60 of Misc. at Page 97; Later assigned on December 1, 1984 to 50% to Richard F. Biborsch and 50% to Jon W. Yoskin II and recorded on February 4, 1984 in Book 63 of Misc. at Page 499.
15. Subject to a Right-of-Way Easement dated January 25, 1967 between C.L. Sheedy Jr., Individually and as Executor of the Estate of C.L. Sheedy, and Tesoro Petroleum Corporation, a Delaware corporation, the right-of-way to lay, construct, maintain, inspect, operate, protect, repair, replace and remove a pipeline of not more than 3 inches in diameter, etc. for the NW¼ Section 25 and the NE¼ Section 26, all in Twp. 25 South, Rge. 14 East. This was recorded on February 13, 1967 in Book 39 of Misc. at Page 35; Later assign on July 18, 1973 to William H. Bird, John E. Bird, James M. Bird, T.E. Bird, Joanne B. Corn and recorded on August 13, 1973 in Book 43 of Misc. at Page 101.

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