

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

Issuing Agent: Kansas Secured Title, Inc. - Chanute  
 Issuing Office: Kansas Secured Title, Inc.  
 Issuing Office's ALTA Registry ID: 0048818  
 Loan ID Number:  
**Issuing Office File Number: NO0003565**  
 Property Address: 0 Georgia Rd Humboldt, KS 66748  
 Revision Number:

**SCHEDULE A**

1. Commitment Date: **November 28, 2023**, at **05:00 pm**
2. Policy to be Issued:
  - (a) ALTA® 2021 Owner's Policy Premium Amount:  
 Proposed Insured:  
 Proposed Policy Amount:  
 The estate or interest to be insured: **Fee Simple**
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 **Mariam L. Mih, Trustee, or her successors in trust, for the Mariam L. Mih Trust dated June 8, 2011; and any amendments thereto**
5. The Land is described as follows:  
**SEE ATTACHED EXHIBIT "A"**

*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; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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File No.: **NO0003565**

**EXHIBIT A**

The Land is described as follows:

**Tracts 1, 2, 3, 4 & 5**

**The South Half of Section 5, EXCEPT a strip 88 links wide on the East side: ALSO EXCEPT Lots 2 and 3, Block 1, THURSTONS ADDITION to Humboldt, located in the Northeast corner of the Southeast Quarter of said Section 5, Township 26 South, Range 18 East of the 6th Principal Meridian, Allen County, Kansas**

**Tract 6**

**The North Half of the Northeast Quarter and the East Half of the Northwest Quarter of Section 8, Township 26 South, Range 18 East of the 6th Principal Meridian, Allen County, Kansas**

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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, delivered, and recorded in the Public Records.
5. FURNISH executed Affidavit and Indemnification as prescribed by the Company.
6. **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 and Amount of Insurance, 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.**
7. *The Kansas appellate court clerk's offices and district court clerk's offices, except Johnson County, are currently inaccessible, which has limited the ability to perform judgment and case searches in the Kansas court system.*

*WE REQUIRE: an Affidavit of Understanding & Indemnity Agreement to be executed by all parties pertaining to any lien, judgment or other matter related to the inaccessibility of the Kansas district and appellate court records. With this Affidavit, no exception will appear in the policies to be issued. We also reserve the right to make additional requirements prior to closing if said court system becomes accessible.*

8. **Furnish for our file the attached Certification of Trust as to the Mariam L. Mih Trust dated June 8, 2011, to be completed by the Trustee(s). The right is reserved to make additional requirements and/or exceptions, including requirement of copies of the pertinent provisions of the trust document.**
9. **Record Trustees Deed by Mariam L. Mih of the Mariam L. Mih Trust dated June 8, 2011, to Purchaser with contractual rights under a purchase agreement with the vested owner as identified at Item 4 below, , together with Kansas Real Estate Validation Questionnaire fully completed and signed to accompany said Deed.**

**COMPANY REQUIRES: If subject property is the homestead of the Trustee(s), then Trustee(s) and spouse, if married, must also execute the required deed as individuals.**

10. **PLEASE BE ADVISED THAT OUR SEARCH DID NOT DISCLOSE ANY OPEN MORTGAGES OF RECORD. IF YOU SHOULD HAVE KNOWLEDGE OF ANY OUTSTANDING OBLIGATION, PLEASE CONTACT US IMMEDIATELY FOR FURTHER REVIEW PRIOR TO CLOSING.**
11. **Pay the 2023 real estate taxes.**

End of Requirements

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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 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 circumstance affecting the Title that would be disclosed by an accurate and complete land survey 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 2023 and subsequent years.**
8. **Easements, restrictions, reservations, building set-back lines, notes and access limitations which are shown on the plat recorded in [Plat Book C, Page T-1](#).**
9. **Ordinance, recorded December 20, 1993, in [Book M-130, Page 203](#), providing for the vacating of road.**
10. **Easement to Kansas Gas and Electric Company, recorded in [Book Book M-78, Page 315](#), for construction and maintenance of setting anchors and guy wires.**
11. **Easement to Cities Service Gas Company, recorded in [Book M-71, Page 445](#), for construction and maintenance of pipe lines.**
12. **Easement to Kansas Gas and Electric Company, recorded in [Book M-71, Page 218](#), for construction and maintenance of setting anchors and guy wires.**
13. **Easement to Southwestern Bell Telephone Company, recorded in [Book M-61, Page 220](#), for construction and maintenance of utilities.**
14. **Right of Way granted to M.P. Darby filed December 15, 1954, recorded in [Book M-53, Page 171](#).**
15. **Right of Way granted to The Prairie Oil & Gas Company filed October 2, 1905, recorded in [Book M-17, Page 192](#).**
16. **Terms and provisions of Oil and Gas Lease recorded July 8, 1950, in [Book M-50, Page 225](#), for the purposes of mining and operating for oil and gas for a term of 5 year(s) from date and as long thereafter as oil and gas or either of them is produced from said land.**

**We follow the mineral title no further.**

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17. Record title discloses subject land is encumbered by oil and gas leases, assignments of oil and gas leases, mineral conveyances, production agreements, oil and gas royalty conveyance and other instruments evidencing production of oil and gas. Company assumes no liability for any matters pertaining to the mineral interest including but not limited thereto rights outstanding by virtue of any oil and gas leases, assignments, agreements, oil and gas royalties, community or unitization leases or any other matter of oil and gas reserved or outstanding, or reservations of prior owners of any interest in the minerals.
18. The final policy when issued will contain the following notice to the Insured:

**NOTE: Included within matters excluded by Exclusions from Coverage, Paragraph 1(a) are the consequences of any action brought under the Perishable Agricultural Commodities Act of 1930, as amended 7 USCS 499 et seq., the Packers and Stockyard Act of 1921, as amended, 7 U.S.C. §181 et. seq., or any similar federal or state laws. ”**
19. Rights of Agricultural Tenants, if any.
20. Any discrepancies or conflicts in boundary lines or shortage in area, square footage, or acreage of the Land. The Company does not insure the area, square footage, or acreage of the Land.

Any portion of the subject premises lying within public or private roadways.

End of Exceptions