

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: **1091245**

Loan ID Number:

Commitment Number: **24-034WO**

Issuing Office File Number: **24-034WO**

Property Address: **0 60th Rd., Yates Center, KS 66783**

Revision Number:

SCHEDULE A COMMITMENT

1. Commitment Date: **January 30, 2024**
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: **Fee Simple**
 - 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: **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: **Kay Jean Brown, and her successors, as Trustee of the Kay Jean Brown Revocable Living Trust, dated July 2, 2007** and, as disclosed in the Public Records, has been since **June 10, 2009**.
5. The Land is described as follows:

The East Half of the Northeast Quarter (E/2 NE/4) of Section One (1), Township Twenty-six (26) South, Range Fifteen (15) East of the 6th P.M., Woodson County, Kansas.

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ORT Form 4757KS A

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

07/01/2021

**SCHEDULE B I
COMMITMENT
24-034WO
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. Certification of Trust to be executed by Kay Jean Brown, as Trustee of the Kay Jean Brown Revocable Living Trust, dated July 2, 2007 and recorded at the Woodson County Register of Deeds.
 - b. Trustee's Deed covering captioned from Kay Jean Brown, as Trustee of the Kay Jean Brown Revocable Living Trust, dated July 2, 2007, as grantor, naming T/B/D, as grantee. Deed is to be recorded with the Woodson County Register of Deeds.
 - c. T/B/D if a Mortgage is 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
24-034WO
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 2023 and subsequent years and special assessments due or payable therewith. Taxes for the first half of 2023 AND PRIOR YEARS have been paid. Tax ID#CN0413; 78.3 taxable acres; Physical address 0 60th Rd., Yates Center, KS 66783; Taxes for 2023 billed at \$509.49; 2nd half of 2023 Taxes will need to be paid on or before closing; 2024 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 a Right-of-Way Easement from Robert L. Brown and Kay Jean Brown, his wife to Rural Water District No. 1, Woodson County, Kansas for a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove over and across, The East side of the East Half of the Northeast Quarter of Section 1, Township 26, Range 15 and another property not covered in this commitment. The easement shall not exceed 50' in width and so as not to disturb presently existing structures and surface to be put back to original condition. Easement was dated September 11, 1980 and recorded on June 11, 1981 in Book 53 of Misc. at Page 737 at the Woodson County Register of Deeds.
14. Subject to a Right-of-Way Easement from Mr. Robert L. Brown and Kay Jean Brown, his wife to Rural Water District No. 1, Woodson County, Kansas for a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove over and across, The East Half of the Northeast Quarter of Sec. 1, Twp 26, Range 15, along the North side only, together with right of ingress and egress over Grantor's adjacent lands for the purposes granted. The easement shall not exceed 50' in width and so as not to disturb presently existing structures. Easement was dated June 16, 1980 and recorded on June 11, 1981 in Book 53 of Misc. at Page 739.
15. Subject to a Right of Way Contract between Anna M. Briles and E.G. Briles, her husband to Union Gas System, Inc, the right to lay, maintain, alter, repair, operate, remove lands, situate in the east half of the northeast quarter (E½ NE¼) of Section 1, Township 26 South, Range 15 East. This was dated October 18, 1949 and recorded on October 26, 1949 in Book 22 of Misc. at Page 203 at the Woodson County Register of Deeds.
16. Subject to a Gas Line Easement between Robert L. Brown and Kay Jean Brown, his wife to the United Cities Gas Company, Inc. a perpetual easement across the East Half of the Northeast Quarter (E½ NE¼) along the North Side Only of Section 1, Township 26 South, Range 15 East. This was dated August 26, 1993 and recorded on August 30, 1993 in Book 74 of Misc. at Page 222 at the Woodson County Register of Deeds.
17. Subject to an Oil and Gas Lease between Robert L. Brown and Kay Jean Brown and Western Land Services dated February 23, 2002 for the captioned property. This was recorded on May 10, 2002 in Book 82 of Misc. at Page 584. Later assigned on April 1, 2003 between Western Land Services, Inc to M & S Methane Development, LLC and recorded on May 2, 2003 in Book 84 of Misc. at Page 422.

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