

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: **24-033WO**

Issuing Office File Number: **24-033WO**

Property Address: **0 Rock Rd., Neosho Falls, KS 66758**

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: **Jerry E. Murray, Trustee of the Jerry E. Murray Trust dated October 17, 2001 and Delma L. Murray, Trustee of the Delma L. Murray Trust dated October 17, 2001** and, as disclosed in the Public Records, has been since **October 17, 2001**.
5. The Land is described as follows:

The South Half of the Northeast Quarter (S2 NE4) in Section Twenty-eight (28), Township Twenty-three (23) South, Range Sixteen (16) East of the 6th P.M., Woodson County, Kansas

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SCHEDULE B I COMMITMENT 24-033WO

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 Jerry E. Murray, Trustee of the Jerry E. Murray Trust dated October 17, 2001 and recorded at the Woodson County Register of Deeds.
 - b. Certification of Trust to be executed by Delma L. Murray, Trustee of the Delma L. Murray Trust dated October 17, 2001 and recorded at the Woodson County Register of Deeds.
 - c. Trustee's Deed(s) covering captioned from Jerry E. Murray, Trustee of the Jerry E. Murray Trust dated October 17, 2001 and Delma L. Murray, Trustee of the Delma L. Murray Trust dated October 17, 2001, as grantors, naming T/B/D, as grantee. Deed(s) are to be recorded with the Woodson County Register of Deeds.
 - d. 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
24-033WO
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 2024 and subsequent years and special assessments due or payable therewith. Taxes for 2023 AND PRIOR YEARS have been paid. Tax ID#LB1267; 80.0 taxable acres; Physical address 0 Rock Rd., Neosho Falls, KS 66758; Taxes for 2023 billed at \$395.94; 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 an Oil and Gas Lease between J.C. McNett and Janie McNett, husband and wife and John T. David and Steven A. Leis dated April 1, 1982 for the captioned property. This was recorded on June 4, 1982 in Book 56 of Misc. at Page 576. Later assigned on February 28, 2003 between SSD, Inc. to Edward E. Birk and Linda K. Birk and Brian Birk and Laura C. Birk and recorded on February 28, 2003 in Book 84 of Misc. at Page 258 at the Woodson County Register of Deeds. Affidavit of Production dated August 7, 2014 and recorded August 8, 2014 Book S95 Page 488

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