



SERVICE BEYOND EXPECTATION

Kansas Secured Title, Inc. - Chanute
1402 S. Santa Fe
Chanute, Kansas 66720
Phone: 620-331-2800 Fax: 620-464-5037

Transaction Information

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

KST File NO0003736	Loan No.	Customer File
	Your Closer is:	
If KST is to handle closing and a closer is not listed please contact our office.		
	Your Title Officer is	
Misty Hugo	620-331-2800	mhugo@kstitle.com
Buyer:	Buyer with Contractual Obligations	
Seller:	Larry D. Nordstedt and Jeannine A. Nordstedt, Trustees or any successor trustee, under the Larry D. Nordstedt and Jeannine A. Nordstedt Living Trust Dated June 27, 1994	
Property Address:	0 230th Rd Erie, KS 66733	

*****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 (NOTE: if taxes are delinquent, the hyperlinked tax amount does not constitute a payoff amount):

Tax ID [067-023-08-0-00-008.00-0](#)

Taxes for 2023:

General Tax: \$1,133.86

Special Assessments: \$0.00

Total: \$1,133.86

2023 taxes are PAID IN FULL.

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

Warranty Deed from Larry D. Nordstedt and Jeannine A. Nordstedt, husband and wife, to Larry D. Nordstedt and Jeannine A. Nordstedt, Trustees or any successor trustee, under the Larry D. Nordstedt and Jeannine A. Nordstedt Living Trust Dated June 27, 1994, recorded June 29, 1994, in [Book 205, Page 10](#).

Joint Tenancy Warranty Deed from Larry D. Nordstedt and Jeannine A. Nordstedt, husband and wife, to Randy L. Westhoff and Lorie E. Westhoff, husband and wife, recorded April 19, 1994, in [Book 204, Page 370](#). (Out Sale)

Joint Tenancy Warranty Deed from Elmer William Haddan and Shirley M. Haddan, husband and wife, to Larry D. Nordstedt and Jeannine A. Nordstedt, husband and wife, recorded April 19, 1994, in [Book 204, Page 369](#).

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 \$6.00 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

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:

Loan ID Number:

Issuing Office File Number: NO0003736

Property Address: 0 230th Rd Erie, KS 66733

Revision Number:

SCHEDULE A

1. Commitment Date: **July 29, 2024**, at **05:00 pm**
2. Policy to be Issued:
 - (a) ALTA® 2021 Owner's Policy Premium Amount:
Proposed Insured: **Buyer with Contractual Obligations**
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 **Larry D. Nordstedt and Jeannine A. Nordstedt, Trustees or any successor trustee, under the Larry D. Nordstedt and Jeannine A. Nordstedt Living Trust Dated June 27, 1994**
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.

ORT Form 4757 DA

ALTA Commitment for Title Insurance 2021 v. 01.00

07/01/2021

EXHIBIT A

The Land is described as follows:

The East Half of the Southwest Quarter in Section 8, Township 27 South, Range 20 East of the 6th Principal Meridian, Neosho County, Kansas, EXCEPT A tract lying in the Southwest corner of the East Half of the Southwest Quarter of Section 8, Township 27 South, Range 20 East of the 6th Principal Meridian, Neosho County, Kansas, beginning at the Southwest corner of said East Half of the Southwest Quarter; thence East 560.0 feet along the South Section line; thence Northerly along a line deflecting 88 °40'55" to the left a distance of 1229.33 feet; thence West 573.94 feet parallel to said South Section line to the West line of said East Half of the Southwest Quarter; thence Southerly along said line 1229.08 feet to the point of beginning

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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. **Furnish for our file the attached Certification of Trust as to the Larry D. Nordstedt and Jeannine A. Nordstedt Living Trust Dated June 27, 1994, 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.**
7. **Record Trustees Deed by Larry D. Nordstedt and Jeannine A. Nordstedt, Trustees of the Larry D. Nordstedt and Jeannine A. Nordstedt Living Trust Dated June 27, 1994, to Buyer with Contractual Obligations, 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.

8. **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.**

End of Requirements

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 2024 and subsequent years, not yet due and payable.**
8. **Right of Way Easement recorded in [Misc. Book 66, Page 454](#), to Rural Water District No. 2, NEOSHO County, Kansas, for construction and maintenance of water lines.**
9. **Terms and provisions of Oil and Gas Lease recorded March 9, 2001, in [Misc. Book 136, Page 346](#), for the purposes of mining and operating for oil and gas for a term of 2 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.

10. **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.**
11. **Judgments and tax liens, if any, against the party to be insured.**
12. **Rights of Agricultural Tenants, if any.**
13. **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