

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

Issuing Agent: **Gia M. Garner**

Issuing Office: **Greenwood County Title**

Issuing Office's ALTA® Registry ID: **1091245**

Loan ID Number: **NA**

Commitment Number: **#25-042**

Property Address: **00000 365th St, Madison, KS 66860**

Revision Number:

SCHEDULE A COMMITMENT 25-042

1. Commitment Date: **January 21, 2025**

2. Policy to be issued:

a. 2021 ALTA® Owner's Policy

Proposed Insured: **TBD**

Proposed Amount of Insurance: **\$ TBD**

Premium: **\$ TBD**

The estate or interest to be insured: **Fee Simple**

b. 2021 ALTA® Loan Policy

Proposed Insured: **TBD**

Proposed Amount of Insurance: **\$ TBD**

Premium: **\$ TBD**

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:

The Gary and Nancy Kile Trust dated April 27, 2021

5. The Land is described as follows:

The North Half of the Northeast Quarter (N/2 NE/4) and the Northeast Quarter of the Northwest Quarter (NE/4 NW/4), Section Sixteen (16), Township Twenty-two (22) South, Range Eleven (11) East of the 6th PM, Greenwood County, Kansas. Subject to public road.

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.

**SCHEDULE B I
COMMITMENT
25-042
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.
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.
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. RECORD Release of Mortgage, dated December 27, 2024, from The Gary and Nancy Kile Trust dated April 27, 2021, to the ESB Financial, filed for record January 7, 2025, and duly recorded in Book 2025, Page 12, securing the sum of \$85,000.00, and interest thereon.

NOTE: Said Mortgage (with Future Advance Clause) secures a maximum amount of \$85,000.00. The account secured by said mortgage must be closed prior to closing so that no further advances may be made. Proof in writing from the mortgagee must be submitted to the Company prior to the closing verifying that the account is closed and the sum necessary to satisfy the outstanding balance.
 - B. FURNISH a trust certificate executed by the current trustee(s) of the Gary and Nancy Kile Trust dated April 27, 2021.
 - C. RECORD Trustee's Deed from the current trustee(s) of the Gary and Nancy Kile Trust dated April 27, 2021, to TBD.
 - D. FURNISH executed Owner's Affidavit.
 - E. General Taxes and Special Assessments for the year 2024 in the amount of \$1,184.50 and prior years are FIRST HALF PAID. (Key No. 1-01124, Stmt. No. 3445) (Greenwood County Treasurer's Office 620-583-8146)

NOTE: We reserve the right to make further requirements as we may deem necessary after receiving and examining the instruments required herein.

ANY DEED to be recorded must be accompanied by a Kansas Real Estate Sales Validation questionnaire 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 the tax year; the second half becomes delinquent on May 10 of the following year.

ANY STANDARD EXCEPTION to be deleted must be requested prior to issuing the final title policy and may result in additional requirements.

RECORDING FEES are \$21.00 for the first page and \$17.00 for each additional page of each document.

A REQUEST for appropriate endorsements, if any, must be made to Greenwood County Title LLC prior to the issue of the final title policy. Fee is subject to adjustment based on endorsements requested.

ANY STANDARD EXCEPTION to be deleted must be requested prior to issuing the final title policy and may result in additional requirements.

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SCHEDULE B II COMMITMENT 25-042

EXCEPTIONS FROM COVERAGE

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 and special assessments for the second half of the year 2024 and subsequent years.**
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 count 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. The Land shall not be deemed to include any house trailer, manufactured home, mobile home or mobile dwelling on the land.
14. **Ingress/Egress Grant of Easement to Patrick O'Brien, filed March 19, 2021, and duly recorded in Book 2021, Page 301.**
15. **Easement for Construction and Maintenance of Telephone Facilities, to Madison Telephone Inc., filed for record July 2, 2002, and duly recorded in Misc. Book 86, Page 619.**
16. **Right-of-Way Easement, to Rural Water District #3, Greenwood County, Kansas, filed for record May 8, 1995, and duly recorded in Misc. Book 75, Page 549.**
17. **Pipeline Right-of-Way Easement, to Getty Oil Company, contract dated December 12, 1925, filed of record and duly recorded, no book or page information given; Last assigned to Skelly Oil Co., filed for record February 9, 1987, and duly recorded in Misc. Book 60, Page 439.**

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SCHEDULE B II
COMMITMENT
25-042
EXCEPTIONS – continued

18. MISC Book 9, Page 1: Upper Verdigris Watershed Joint District Number 24 as evidenced by "Petition for Formation", certified by the Secretary of the State of Kansas, filed February 21, 1959.
19. Oil and Gas Lease dated February 2, 2010, by and between Billy D. Greenwood and Crimson Energy LLC, for a primary term of One (1) year and covering the subject land and other lands, filed for record June 7, 2010, and duly recorded in Lease Book 51, Page 189; Ratification of Oil, Gas and Mineral Lease, recorded May 3, 2024, in Book 2024, Page 462.
20. Oil and Gas Lease dated July 25, 1991, by and between Billy D. Greenwood, a single man, and Louis Young, for a primary term of Two (2) years and covering the subject land and other lands, filed for record August 7, 1991, and duly recorded in Lease Book 46, Page 351.
21. Oil and Gas Lease dated November 20, 1980, by and between Billy D. Greenwood and Anna Mae Greenwood, to Seahawk Petroleum, Inc. for a primary term of Five (5) years and covering the subject land and other lands, filed for record and duly recorded in Lease Book 38, Page 589.
22. Oil and Gas Lease dated July 11, 1977, by and between Billy D. Greenwood and Anna Mae Greenwood, husband and wife, to Glacier Petroleum, Inc. for a primary term of One (1) year and covering the subject land, filed for record November 29, 1977, and duly recorded in Lease Book 34, Page 365.
23. Oil and Gas Lease dated December 3, 1973, by and between Billy D. Greenwood and Anna Mae Greenwood, his wife, to Penguin Petroleum, Inc. for a primary term of Three (3) years and covering the subject land and other lands, filed for record and duly recorded in Lease Book 30, Page 379.
24. Oil and Gas Lease dated June 27, 1969, by and between Charles L. McCoy and E. Jeane McCoy, his wife, to Art Sand, for a primary term of Three (3) years and covering the subject land and other lands, filed for record June 17, 1971, and duly recorded in Lease Book 30, Page 157.

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